

VERIZON DIGITAL MEDIA SERVICES TRIAL AGREEMENT

This Verizon Digital Media Services Trial Agreement ("**Agreement**") is entered into between Verizon Digital Media Services Inc., with offices located at 13031 W. Jefferson Boulevard, Building 900, Los Angeles, California 90094 ("**Verizon**") and the company or other legal entity for which You are accepting this Agreement ("**You**", "**Your**" or "**Customer**") and is effective as of the date You accept it ("**Effective Date**"). This Agreement governs Your use of Verizon's Services (defined below) for the purpose of demonstrating potential capabilities, benefits and features of the Services.

1. Trial Period; Services. The parties shall establish a trial account during the Trial Period (defined below) to enable You to test the Services. The "**Trial Period**" shall begin upon the Effective Date and continue for a period of sixty (60) days. "**Services**" provided by Verizon during the Trial Period may include, but are not limited to, content delivery network, streaming, media platform services and/or other services as available by Verizon and/or as agreed to by the parties from time to time. The Services are not subject to any service level agreement. There is a zero cost for using the Services to deliver up to 30,000 GB of traffic during the Trial Period, unless otherwise agreed by the parties in a separate written service order or agreement. Any use of Services beyond such 30,000 GB shall be subject to Verizon's then current standard rates for the Service, in Verizon's sole discretion. Upon completion of the Trial Period, and unless the Trial Period is extended by Verizon in its sole discretion, You may continue usage of the Services, under the terms and conditions of this Agreement, provided that any continued use shall be subject to Verizon's then current standard rates for each Service. You agree to promptly provide all necessary information for Verizon to invoice you for the Services, and Verizon may terminate this Agreement upon your failure to pay all invoiced fees and charges within 30 days of the invoice date. Notwithstanding the forgoing, the term of this Agreement shall not exceed 12 months after the Effective Date. The parties agree to use commercially reasonable efforts to enter into a binding, written commercial agreement for the provision of digital media services to You. All Services are subject to and must be used in accordance with Verizon's Acceptable Use Policy available at <https://www.verizondigitalmedia.com/policies/> or other URL that may be designated by Verizon.

2. Connectivity. It may be necessary to establish Connectivity (defined below) to a Verizon designated platform. To establish and maintain Connectivity, You shall either use Your own or third party-supplied proprietary equipment or facility (collectively, the "**Customer Equipment**"). You shall be responsible for the Customer Equipment being compatible with the Services and any other requirements to enable Connectivity. "**Connectivity**" means establishment of the method of transport that allows You to transfer digital files between Your premises and the Verizon platform and allows You to receive Services.

3. Grant of Rights; Security; Indemnification. You hereby grant to Verizon and its Affiliates (defined below) a limited, non-sublicensable and non-exclusive right and license to use the digital assets and data sent to or received by Verizon from or at the direction of Customer and/or its end users on or through Customer's account (including any sub-accounts) or otherwise in connection with Customer's use of the Services (the "**Customer Content**") for the sole and exclusive purpose of providing the Services to You. You acknowledge that Verizon and its Affiliates, suppliers and/or agents shall, by virtue of providing Services, come into possession of Customer Content. You acknowledge

and agree that Verizon and its Affiliates, suppliers and/or agents may use, process and/or transfer Customer Content (including transfers to entities in countries that do not provide statutory protections for personal information) (a) in connection with the provision of Services; and (b) to incorporate Customer Content into databases controlled by Verizon and/or its Affiliates for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and Customer analysis and reporting, marketing and Customer use analysis. "**Affiliate**" means an entity directly or indirectly Controlled by, Controlling or under common Control with a party, now or in the future. An entity shall "Control" another entity when it owns more than 50% of the equity or other voting interests, or otherwise has management and operational control. You represent and warrant that You have obtained and maintain all legally required consents and permissions from relevant parties (including data subjects) for Verizon's use, processing and transfer of Customer Content. You are responsible for: (i) proper configuration and use of the Services; and (ii) maintaining appropriate security, protection and backup of Customer Content. You are responsible for implementing authentication measures and maintaining the security of Your account login information, passwords and any other information used to gain access to the Services. You are responsible for all claims and issues arising in respect of any actions performed by You or on Your behalf under this Agreement, including but not limited to Customer Content, and You shall indemnify Verizon, its officers, directors and employees, as to the same.

4. Warranty Disclaimer; Intellectual Property; Feedback; Limitation of Liability. Verizon makes no warranties, either express or implied, with respect to the Services, including but not limited to warranties of fitness for a particular purpose, merchantability, infringement or that Services will be error free or completely secure. All Services are provided "as-is" for trial purposes only. Except with respect to Your Confidential Information and Customer Content, which shall remain Your property, Verizon shall be the owner of, and shall retain all right, title, and interest in and to the Services, including but not limited to, all designs, methods, techniques, software and other materials, products and services, and all intellectual property rights therein or based thereon, conceived, developed, created, acquired or used by or on behalf of Verizon, in any medium, whether now known or hereafter conceived. If You provide to Verizon suggestions, enhancement requests, recommendations, data, statistics or other comments or information regarding experience with the Services ("**Feedback**"), You agree that Verizon owns and may use in any manner and without limitation, attribution or compensation in any form, all Feedback You provide. All such Feedback shall be deemed Verizon's Confidential Information. (d) VERIZON SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES. VERIZON

SHALL HAVE NO LIABILITY FOR BANDWIDTH THEFT (E.G., LEECHING OR HOTLINKING/DIRECT LINKING TO CONTENT), DENIAL OF SERVICE ATTACKS OR OTHER MALICIOUS ACTS BY THIRD PARTIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, VERIZON'S AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTIONS, CLAIMS AND DAMAGES IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

5. Confidentiality; Publicity. Except as required by law or regulation, during the Trial Period and for three years after termination of this Agreement, each party shall use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). Customer's Confidential Information may be disclosed by Verizon to Verizon's Affiliates and/or contractors, who are not parties to this Agreement and who have a need to know the Customer's Confidential Information for purposes of performing this Agreement, provided that, such Affiliates and/or contractors enter into a written confidentiality agreement with Verizon containing terms at least as restrictive as those set forth in this Agreement. "**Confidential Information**" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if Confidential Information is in tangible or digital form) or by announcement at the time of initial disclosure (if Confidential Information is orally disclosed) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party, either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. The terms and conditions of this Agreement are deemed Confidential Information. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; (d) is developed independently by the receiving party without use of or reference to the Confidential Information; or (e) is Customer Content. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Neither party shall issue any press release or other announcement relating to this Agreement (including its existence) without the other party's prior written approval.

6. General. This Agreement shall be governed by the laws of New York, without regard to its conflict of law principles. Neither party may assign this Agreement, in whole or in part, without the other party's express prior consent except that Verizon may assign this Agreement without consent (a) to an Affiliate or (b) in connection with a Change of Control. "**Change of Control**" means one or more transactions whereby (i) Control of a party is

transferred, whether by operation of law or otherwise; (ii) all or substantially all of such party's assets or equity securities are acquired; or (iii) such party is merged or consolidated with or into another entity; provided, that, in any case, such party's equity owners of record immediately before such transaction(s) shall, immediately after such transaction(s), hold less than 50% of the voting power of the succeeding, acquiring or surviving entity. All notices, approvals or consents required by this Agreement shall be in writing, in English and shall be deemed given (A) if personally delivered, upon delivery; (B) if delivered by overnight courier or private mail service, upon receipt; (C) if delivered by certified mail return receipt requested, five days from deposit in the mail; or (D) if delivered by e-mail, upon confirmation of delivery. If to Verizon: Verizon Digital Media Services Inc., 13031 West Jefferson Boulevard, Building 900, Los Angeles, California 90094, Attention: Legal Department; e-mail: legaldmsadmin@verizondigitalmedia.com. If to Customer: at the e-mail address or other contact information on file. Either party may change its contact information upon notice to the other party. Each party shall be responsible for any costs it incurs to perform its obligations under this Agreement. Nothing contained herein shall be deemed to create, and the parties do not intend to create, any relationship of agency, partnership or joint venture as between Verizon and You. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all other prior or contemporaneous understandings or agreements related to the subject matter herein. This Agreement may be amended only in writing and signed by both parties.

Last updated: April 23, 2019

© 2019 Verizon