

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (this "Agreement") is made and entered into effective as of March __, 2016 (the "Effective Date"), between VIDIZMO, LLC with its principal place of business at 1775 Tysons Blvd, 5th Floor, Tysons, VA 22102 ("VIDIZMO") and _____, whose principal offices are located at _____, on behalf of itself and any direct or indirect subsidiary of its parent, _____. (collectively, "Customer"). VIDIZMO and Customer hereby agree that the following terms and conditions will apply to the services and software provided by VIDIZMO to Customer.

1. Acceptance of Terms

By signing this Agreement, the parties agree this Agreement is valid and in effect. VIDIZMO and Customer fully agree to the following terms and conditions.

2. Customer

a. Accurate Customer Information

The Customer agrees to provide VIDIZMO with accurate billing and contact information, including legal name, company name (if applicable), street address, telephone number, and Email address. The Customer also agrees to notify VIDIZMO of any changes to this information within a period not to exceed 30 days. VIDIZMO reserves the right to terminate Customer access to the Service, without any obligation to return Customer data, if the Customer provides fraudulent contact or billing information.

b. Customer Account Security and Passwords

The Customer is entirely responsible for any and all activities that occur within the Customer's account, and where applicable, the activities that occur within additional accounts established by the Customer. The Customer will choose, or be temporarily assigned, all applicable passwords to use with the VIDIZMO Service. The Customer shall be entirely responsible for maintaining the confidentiality of its passwords and account data, and where applicable the passwords and accounts of each user accessing the Service using an account established by the Customer. Any unauthorized use or breach of security of a Customer account, and where applicable, other accounts established by the Customer, shall be reported immediately to VIDIZMO.

c. Customer Data

VIDIZMO acknowledges that all data submitted to the VIDIZMO Service by the Customer ("Customer Data"), or its agents, is intellectual property owned exclusively by, or licensed to, the Customer. The Customer acknowledges, and agrees, that the accuracy, integrity, reliability, quality, legality, and copyright of all Customer Data shall be the sole responsibility of the Customer, and VIDIZMO shall not be held accountable or liable for any correction, deletion, loss, destruction, copyright claims or failure to store any such Customer Data.

e. Confidentiality of Customer Data

Customer information such as contact details, Customer Data, and usage analytics derived from use of the Service is considered confidential to Customer. VIDIZMO will not share, rent, sell, or trade Customer information. VIDIZMO may only use the Customer information to provide the Services under this Agreement, contact the Customer and provide necessary support, evaluate the satisfaction of Service, enhance Customer experience or ensure proper billing and payment for the Service.

f. Customer Data Backup and Security

VIDIZMO shall use all reasonable efforts to protect Customer's Data. However, it is Customer's responsibility to secure and maintain backup copies of all the Customer Data.

g. Inappropriate Use

The Customer and employees or agents will not use the VIDIZMO Service in any way to transmit through the Service any unlawful, harassing, libelous, unsolicited commercial email ("spam"), abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. The Customer agrees to defend, indemnify, and hold VIDIZMO harmless against any third party claim or action, civil or criminal that arises from the Customer's use of the Service in any manner that is inconsistent with this Agreement.

h. Customer Support

VIDIZMO, or its designee(s), shall provide Support according to support plans included with the purchased subscription or if purchased separately.

3. The Service

a. Choice

Customer may choose VIDIZMO to provide "Shared Cloud" or can bring it's on cloud under "Bring Your Own Cloud" model. In Shared Cloud model, VIDIZMO provides shared application hosting, storage, streaming, and hosting services via a shared Microsoft Azure Cloud. Hosting for the Shared Cloud model shall be within the United States unless agreed upon in separate terms and conditions.

Customer may choose "Bring Your Own Cloud" Mode where Customer only pays for VIDIZMO Software Subscription and Support Fee. Customer may choose to host VIDIZMO Application in any Cloud in the world. The model requires the customer to sign a separate VIDIZMO Managed Software Subscription Licensing Agreement.

b. Service

"Service" means live and on-demand video streaming which will be provided to the Customer via the use of VIDIZMO Software through Web browsers as further described in the applicable order for Services.

c. Service Access and Availability

The Customer is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access any VIDIZMO Service, and for paying all third-party access charges incurred while using the Service. VIDIZMO warrants that the VIDIZMO Service will have 99.9% uptime reliability. If the Service experiences an outage greater than the uptime warranty, the Customer will be entitled to a refund of Total Monthly Subscription fees equal to the prorated number of minutes of the reported outage. The Customer acknowledges, and agrees, that written notice from the Customer showing proof of the outage must be made within ten days of the outage, and that planned outages in which VIDIZMO provides at least 24 hours advanced notice shall not be entitled to refunds.

d. Proprietary Software and License

Customer acknowledges, and agrees, that the Service uses proprietary software (the "Software") owned by VIDIZMO or its affiliates. VIDIZMO grants to Customer an individual, non-exclusive, royalty-free, worldwide, fully paid up, non-transferable license to use the Software subject to the terms and conditions of this Agreement. The Customer acknowledges, and agrees, that the Customer, its

employees or agents, are expressly prohibited, directly or indirectly, from attempting to discover the source code, underlying algorithms, or technology of the Software; rent, lease, sell, assign, or transfer rights to the Software; modify or make derivative works based on the Software; or use the Software in any service bureau or timeshare capacity. The Customer acknowledges, and agrees, that VIDIZMO retains VIDIZMO reserves exclusive ownership throughout the world of its Software, including portions or copies, and all rights not expressly granted to the Customer.

4. Subscription

a. 30-Day Free Trial Subscription

On occasion, the Customer may be given a 30-day free limited trial period to use the VIDIZMO Service. Commencement of the 30-day period starts with the date of acceptance of this Agreement. The Customer acknowledges and agrees, that following the expiration of the 30-day trial, VIDIZMO may notify the Customer of the expiration of the free trial period, and the Customer acknowledges and agrees, that continued use of the Service beyond the 30-day trial date will automatically renew this Agreement, and constitute acceptance of the obligation for payment of the Service under the terms and conditions of this Agreement. VIDIZMO has no obligations to Customer in any way during the trial period.

b. Paid Subscription Plan

Customer agrees to have licensed a VIDIZMO account in accordance with the “Subscription Plan” selected on VIDIZMO Web site during checkout (buying) process or by issuing a signed statement of work (order form) against a fee as set forth during the process. Customer understands that the Subscription Plan offers a maximum limit on its usage regarding the number of users, and other factors described in the plan such as storage, encoding or bandwidth consumed by the Customer in a given billing period/cycle. Customer agrees to use VIDIZMO for the paid account by these limits. However, in the event Customer does exceed these limits set forth by the Subscription Plan purchased by the Customer, Customer will be liable to pay overage fees as set forth during the process.

c. Billing Period and Payment Method

Once Customer purchases a Subscription Plan, VIDIZMO charges and collects fees in advance for the use of the various Services. The Customer acknowledges, and agrees, that the Service will be provided on a Monthly or Yearly billing cycle, agreed during the purchase process . If no billing terms are stated on the order form, the billing cycle shall be monthly. Invoices will be automatically issued to the Customer every billing period. Payment shall be made using a credit card or via check, debit or wire transfer and will be in U.S. Dollars. The Customer agrees to pay the Total Subscription fees for its account by the Subscription Plan and billing terms stated on the applicable order form.

d. Excess Data Storage Fees

VIDIZMO Service includes the ability for a customer to upload content. If the amount of disk storage for content uploaded by the Customer on VIDIZMO exceeds the limits set forth by the Subscription Plan purchased by the Customer, the Customer will be charged an excess data storage fee at the overages rates set forth on the applicable order form based on the difference of disk storage amount consumed by Customer and the disk storage amount allowed in the purchased package. VIDIZMO provides reports on data storage that is used to help Customer track data storage being consumed by Customer and hence to keep it under control and within allowed limits. VIDIZMO reserves the right to establish or modify its general practices and limits relating to storage of Customer Data, provided no decrease in storage limits are allowed during the Subscription Plan’s then-current term.

e. Excess Usage Fees

The VIDIZMO Service includes the ability for the customer and its users to access the VIDIZMO Service and consume content thereby consuming Bandwidth. If the Bandwidth consumed by the Customer's account exceeds the limits set forth by the Subscription Plan purchased by the Customer, the Customer will be charged an excess usage fee at then overages rates based on the difference of Internet usage (viewing hours) consumed by Customer and the Internet usage (viewing hours) allowed in the purchased Subscription Plan. VIDIZMO provides reports on Internet usage to help Customer track Internet usage (viewing hours) being consumed by Customer and hence to keep it under control and allowed limits. VIDIZMO reserves the right to establish or modify its general practices and limits relating to excess usage fees, provided no decrease in Bandwidth consumption limits are allowed during the Subscription Plan's then current term.

f. Excess Registered/Active User Subscription Fee

The Customer acknowledges, and agrees, that the Service is billed on a selected Subscription Plan allowing a limited number of registered users to access and use the VIDIZMO Service. If the number of user accounts created by the Customer exceed the registered user limits or the number of users access the Service within a calendar month exceed the registered user limit set forth in the Subscription Plan purchased by the Customer, the Customer will be charged an excess user subscription fee based on the terms and conditions in the Subscription Plan. VIDIZMO provides management of user accounts to help Customer add, edit and delete its user accounts and hence to keep it under control and allowed limits.

g. Local and State Taxes

Subscription fees are exclusive of all taxes, levies, or duties that may be imposed by taxing authorities having jurisdiction over the Customer's access location. Due to the mobility of access to the VIDIZMO Service, the Customer acknowledges and agrees, to be responsible for the payment of such taxes, levies, or duties, if any.

h. Billing Errors

In case the Customer identifies a billing error, the Customer must contact VIDIZMO in writing within 30 days of receiving an invoice or billing receipt containing the amount in question to be eligible to receive a credit or adjustment. Upon verification & validation of a reported billing error by VIDIZMO and if VIDIZMO finds the billing error to be true, the maximum credit that Customer could be entitled to, shall not exceed the total amount of the bill in question.

i. Renewal of Service Agreement

The term of this Agreement shall commence on the Effective Date and shall continue until all orders subject to, or Subscription Plans purchased under, this Agreement has expired or are terminated.

j. Non-Payment

In the event the Customer account becomes overdue, VIDIZMO shall provide Customer notice of non-payment. If payment is not received by VIDIZMO within thirty (30) days of notice of non-payment, VIDIZMO reserves the right to suspend the VIDIZMO Service provided to the Customer. The Customer acknowledges and agrees, that suspension of the account will deny the Customer, and all users accessing the VIDIZMO Service using the Customer account, access to the VIDIZMO Service until delinquent accounts are paid in full. In addition to the rights granted herein, VIDIZMO reserves the right to terminate this Agreement in accordance with the terms and conditions of this Agreement. In the event the Customer stops or voids any payment to VIDIZMO, claims a credit for credit card payments for VIDIZMO Services already used, or in any way impedes VIDIZMO's ability to collect funds for Services already rendered, VIDIZMO shall be

entitled to interest in the amount of 1.5% per month, plus VIDIZMO shall be entitled to recovery of all collections costs and attorney's fees.

k. Termination of Service Agreement

The Customer or VIDIZMO may terminate an order from and Subscription Plan by notifying the other party in writing at least 30 days before the beginning of the next billing cycle. Upon termination of the order form or Subscription Plan for any reason, the Customer, and all its users accessing the VIDIZMO Service using the Customer account, will immediately cease all use of the VIDIZMO Service. After termination, VIDIZMO will remove all data in the Customer account. VIDIZMO will make a file of the Customer data available to the Customer for a fee if the Customer makes such a request in writing at the time notice of termination is given, and all Customer charges are paid in full upon termination. The Customer acknowledges, and agrees, that VIDIZMO is not obligated to retain the Customer data after termination, and will delete the data after such time.

5. Customer Content

a. Copyright

The customer can upload or submit Customer Data on the Service for its use; provided Customer has the right to use such Customer Data. Customer at this moment grants VIDIZMO the following worldwide, royalty-free, non-exclusive, sub-licensable and transferable rights and licenses to host, cache, store, archive, index, crawl, create algorithms based on, modify or transcode Customer Data to appropriate media formats, standards or mediums solely to provide the Service to Customer.

b. Content Violation

In the event any Customer Data becomes subject to any claim of infringement, VIDIZMO may ask Customer to take down such Customer Data from the Service or take it down itself in the event Customer is unable to do so. Customer understands that VIDIZMO is fully aware of and adheres to 'Digital Millennium Copyright Act' which is a government devised Act for enforcing copyright of digital content and therefore will deal in such cases according to it.

c. Export Regulations

The Customer agrees to comply strictly with all U.S. export laws and controls and assumes sole responsibility for obtaining licenses or permits for export or re-export as may be required.

6. General

a. Assignment

Neither party shall assign its rights or interests under this Agreement without the other party's prior written consent in each instance; except that a party may assign this Agreement to the surviving entity in a merger or consolidation in which it participates or to the purchaser of all or substantially all of its assets. Any attempted assignment requiring prior consent, which occurs without such prior consent, will be voidable at the sole and absolute discretion of the non-assigning party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors permitted assigns and legal representatives.

b. Suggestions

VIDIZMO shall have a royalty-free, worldwide, transferable, sublicense-able, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including its users, relating to the operation of the Services.

c. Venue and Choice of Law

The laws of the state of Virginia (VA, USA) shall govern the validity of this Service Agreement, the construction of its terms and the interpretation of the rights of the parties hereto.

d. Unenforceability of Provisions

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of the Agreement shall nevertheless remain in full force and effect.

e. Modification of Subscription Agreement

VIDIZMO reserves the right to change all policies relating to any VIDIZMO Service, at any time. VIDIZMO shall notify the Customer of any changes (email acceptable). In the event any change materially impacts the Service, Customer shall have the right to terminate the affected order from and Subscription Plan upon notice to VIDIZMO, and Customer shall be entitled to a refund of any fees prepaid for Services not received as of the effective date of termination.

ii Notices

Any and all notices, demands, or other communications required or desired to be given hereunder relating to the terms and conditions of this Agreement shall be made in writing and shall be validly given or made to another party if personally served; or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; or by FedEx, UPS, or other nationally recognized commercial carrier, delivery confirmation requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. All such notices, demands and other communications must be sent to the parties, their successors in interest, or their assigns at the following addresses (or at such other addresses as will be given in writing by either party to the other): if to the Customer:

_____; if to VIDIZMO the Customer may give notice to: VIDIZMO 1775 Tysons Blvd, 5th Floor, Tysons, VA 22102.

ji Representations and Warranties; Disclaimer

VIDIZMO represents and warrants that:

- (1) it has all necessary skills, rights, financial resources, and authority, including any consents, approvals or withholding of objection required from any third party, to enter into this Agreement, including the authority to provide or license the Services and materials provided hereunder;
- (2) it will not be in violation of any agreement with any third party as a result of the execution of this Agreement or its performance of the Services;
- (3) it will comply with all applicable federal, state, county and local statutes, laws, ordinances, regulations, and codes in its performance of the Services;
- (4) it will perform the Services in a good, professional and skillful manner and by the highest applicable professional standards; and
- (5) it will not infringe on or misappropriate the intellectual property rights of any third party in the performance of the Services.

Except as set forth in this Agreement, the VIDIZMO service is provided to the customer strictly on an "as is" basis and VIDIZMO and its licensors make no additional warranty, representation, or guaranty, either express or implied, as to the fitness for a particular purpose, merchantability, reliability, availability, or accuracy of content. VIDIZMO does not guaranty, warrant, or represent that the service will be secure, uninterrupted, error-free, or free of viruses or other harmful components, or that errors or defects will be corrected.

h. Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING LOST PROFITS, DATA, OR GOODWILL AND THE LIKE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES OR LOSSES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, OR ARE SUFFERED DIRECTLY OR INDIRECTLY, EVEN IF (i) SUCH DAMAGES ARE FORESEEABLE, OR (ii) A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING WILL NOT APPLY TO (I) BREACHES OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, (II) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, AND (III) A PARTY'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT.

i. Indemnification

- A. To the fullest extent permitted by law, VIDIZMO will indemnify, hold harmless and defend Customer, its successors, assigns and its affiliates (including their employees, officers, directors, and agents) from and against any losses, liabilities, actions, damages, expenses, costs, penalties, fines, fees (including reasonable attorneys' fees) incurred by any of them, that arise out of, result from, or are caused by (i) VIDIZMO's breach of any of its obligations under this Agreement, (ii) VIDIZMO's breach of any of its representations or warranties in this Agreement, (iii) any act or omission on the part of VIDIZMO () in connection with or resulting from its performance or failure to perform its obligations under this Agreement, or (iv) any infringement, or claim of infringement of any trade secret, patent, trademark, copyright or other proprietary interest of any third party relating to VIDIZMO's performance under this Agreement and/or materials furnished to Customer.

This indemnity shall survive the delivery of, inspection of, acceptance of, and payment for, the Services as well as the expiration or termination of this Agreement.

- B. Promptly after receipt of written notice of any claim, demand, suit, or legal proceeding for which Supplier may be responsible for this indemnity obligation (collectively, "Claims"), VIDIZMO shall assume, at its expense, the defense of the Claim. VIDIZMO shall maintain control of the defense of Claims, except to the extent that settlement of a Claim or consent to the entry of judgment would adversely affect Customer, in which case Supplier must obtain Customer's written consent before any settlement or consent to the entry of judgment.
- C. VIDIZMO shall pay the full amount of any judgment, award, or settlement concerning any Claim and all other expenses related to the resolution of such Claim that shall not exceed the amount paid the customer during last one year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VIDIZMO LLC:

CUSTOMER: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____