By and Between

CONVIVA INC.

And

BEIJING CONVIVA TECHNOLOGY COMPANY LIMITED

Contents

1. [DEFINTIONS AND INTERPRETATION 3](#bookmark2)
2. SCOPE OF WORK 5
3. REQUISITION FOR SERVICES 5
4. SERVICE FEES 5
5. [SUB- CONTRACTING 6](#bookmark3)
6. [TIMELY PERFORMANCE & MANNER OF PERFORMANCE 6](#bookmark4)
7. [WORK MANAGEMENT AND EQUIPMENT 6](#bookmark5)
8. [REPRESENTATIONS AND WARRANTIES 6](#bookmark6)
9. [CONFIDENTIAL INFORMATION 7](#bookmark7)
10. [RELATIONSHIP 8](#bookmark8)
11. [INTELLECTUAL PROPERTY RIGHTS 9](#bookmark9)
12. [TERM AND TERMINATION 9](#bookmark10)
13. [INSURANCE 10](#bookmark11)
14. [INDEMNITY 10](#bookmark12)
15. [LIMITATION OF LIABILITY 11](#bookmark13)
16. [ENTIRE AGREEMENT 11](#bookmark14)
17. [SEVERABILITY 11](#bookmark15)
18. [SUPN/IVAL 12](#bookmark16)
19. [NOTICES 12](#bookmark17)
20. [NON-SOLICITATION 12](#bookmark18)
21. [BRIBES, GIFTS, ENTERTAINMENT, FAVORS AND PAYMENTS 12](#bookmark19)
22. [JURISDICTION AND GOVERNING LAWS 12](#bookmark20)
23. [MISCELLANEOUS 13](#bookmark21)

Schedule A 17

THIS MASTER SERVICE AGREEMENT (the “Agreement”）is entered into on April 1, 2018 (“Effective Date") by

and between

Conviva Inc., a company incorporated under the laws of Delaware in the Unitied States of America and having its registered office at 989 East Hillsdale Blvd., Suite 400, Foster City, California 94404 (hereinafter referred to as the "Conviva", which expression, unless repugnant to the context shall mean and include its successors and permitted assigns) of the First Part;

AND

Beijing Conviva Technology Company Limited (hereinafter referred to as “Service Provider”，which expression, unless repugnant to the context hereof, shall mean and include its successors and assigns) of the Other Part.

Conviva Inc. and Service Provider are collectively referred to as "Parties" and individually as "Party". WHEREAS:

1. Conviva is engaged inter alia in the business of providing data acquisition and analytics services to the streaming media industry,
2. The Service Provider is engaged inter alia in the business of providing engineering development services to Conviva and supporting the delivery of Conviva's analytics services to Chinese customers.
3. Conviva, relying upon the representations and warranties of the Service Provider, is desirous to procure the Services from the Service Provider for good and valuable consideration more specifically described in the schedules attached hereto and Statement of Work(s) that may be entered into by the Parties from time to time.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFiNTIONS AND INTERPRETATION
   1. In this Agreement (including the Recitals), the following terms, to the extent not inconsistent with

the context, shall have the meanings assigned to them herein below:

* + 1. "Affiliate" means any other Person, who controls, is Controlled by, or is under common Control with the first referred person.
    2. "Agreement" shall mean this agreement, all schedules, appendices, annexures, and exhibits attached to it or incorporated into it by reference, as well as any amendments that might be incorporated by mutual agreement between the Parties.
    3. "Confidential Information" means and includes technical, financial and commercial information and data relating to Party's respective businesses, finances, planning, facilities, products, techniques and processes and shall include, but is not limited to, discoveries, ideas, concepts, know-how, business methods, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer data and other technical, financial or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms which a Party would not have been exposed to but for this Agreement;
    4. "Control" (including, with its correlative meanings, the terms "Controlled by" or "under common Control with") means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or

the power to elect more than half of the directors, partners or other individuals exercising similar authority with respect to a person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty per cent) in a person.

* + 1. “Convlva Intellectual Property” means all Intellectual Property rights in the information, data, software, tools and other deliverables developed, owned, controlled by or for Conviva.
    2. ^Intellectual Property Rights" means the rights associated with or arising out of any of the following:

1. . domestic and foreign patents and patent applications, together with all

re- issuances, divisional, continuations, continuations -in-part, revisions, renewals, extensions, and re-examinations thereof, and any identified invention disclosures;

1. trade secret rights and corresponding rights in confidential information and other non-public information (whether or not patentable), including ideas, formula, compositions, inventor's note, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information;
2. all copyrights, copyrightable works, rights in databases, data collections, mask works, copyright registrations and applications therefore and corresponding rights in works of authorship;
3. afl trademarks, service marks, logos, trade dress and trade names and domain names indicating the source of goods or services, and other indicia of commercial source or origin {whether registered, common law, statutory or otherwise), ail registrations and applications to register the foregoing anywhere in the world and all goodwill associated therewith;
4. all computer software and code, including assemblers, applets, compilers, source codes, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed;
5. all internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the fore going; and

(e) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the worid;

* + 1. “Personnel” of a Party means the employees, contractors, and agents of such Party.
    2. ^Services" means and includes all the various forms of technology support services which are set forth in more detail hereafter, and includes, without limitation, services pertaining to software engineering, technical support, security management and customer support and ail associated and related know-how, methodologies, processes, techniques and designs adopted, developed and/or utilized whilst providing such services.
  1. In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this

Agreement and wherever, such terms are used in this Agreement, they shall have the meaning so

assigned to them.

* + 1. The terms referred to but not defined in this Agreement shall, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall have the same meaning as defined under any other relevant applicable statute/ legislation.
    2. Ail references in this Agreement to statutory provisions shall be statutory provisions for the time being in force and shall be construed as including references to any statutory modifications, consolidation or re-enactment (whether before or after the Execution Date) for the time being in force and all statutory rules, regulations and orders made pursuant to a statutory provision.
    3. Words denoting singular shall include the plural and vice versa and words denoting any gender shall include all genders unless the context otherwise requires.
    4. References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to Recitals, Clauses or Schedules to this Agreement,
    5. Any reference to “writing” includes printing, typing, lithography and other means of reproducing words in permanent visible form.
    6. Reference to days, months and years are to English calendar days, calendar months and calendar years, respectively.
    7. The headings of the Articles are for convenience only and shall not affect their interpretation;
    8. The words herein, hereof, hereunder, aforementioned and the like shall be construed as referring to this entire Agreement unless specified otherwise.

1. SCOPE OF WORK
2. Service Provider agrees to provide Services to Conviva as specified in schedules herein and as may be specified under the statement of work(s) in the format attached at Schedule A (hereinafter, "Statement of Work") that may be executed between the Parties from time to time during the subsistence of this Agreement.
3. Service Provider shall comply with the instructions; quality parameters and specifications provided by Conviva from time to time and follow the time schedule, if any, provided by Conviva relating to performance of the said Services.
4. Service Provider acknowledges and agrees that this Agreement does not constitute an exclusive agreement between Conviva and Service Provider, nor does Conviva commit or guarantee any volume of availment of Services or rupee amount thereof and there is no obligation of Conviva to purchase Services from Service Providers and that Conviva shall be at liberty to purchase such services from any other third party service providers.
5. REQUISITION FOR SERVICES

Apart from the Services provided by Service Provider in terms of this Agreement, Conviva may initiate a request for the Services from time to time by executing one or more Statement of Works, specifying the Service desired and the locations, if any, where such Services are to be rendered. Notwithstanding any terms and conditions for the Statement of Work(s) mutually agreed to in writing by the parties, the terms and conditions for this Agreement shall also apply to and govern all Statement of Works accepted by Service Provider in terms of this Agreement.

1. SERVICE FEES
2. In consideration of the Services to be provided by Service Provider, Conviva shall pay to Service Provider fees under each Statement of Work attached hereto, ('■Service Fees'>). Such Service Fees shall be at an arm's length calculated as per the applicable transfer pricing provisions under Chinese tax law.
3. Service Provider shall be solely responsible for and pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of Services under this Agreement and hereby indemnifies, defends and holds harmless Conviva, its directors, officers, employees, representatives and agents from any and all liabilities that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments or deductions including among other things any penalties and interest thereon assessed by any state or local government authority against Conviva and all costs and expenses including attorney's fees included in defense of any such assessment. Notwithstanding anything in the foregoing to the contrary, in no event will Conviva be responsible for any taxes based on Service Provider's net income or gross receipts or such taxes bases on Service Provider doing business in any particular jurisdiction, however Conviva shall be entitled to withhold from payments any and all taxes and other amounts as may be required from time to time under applicable law.
4. SUB- CONTRACTING
5. Service Provider shall itself perform its services, obligations and duties under this agreement. However, with Conviva's prior written approval Service Provider may sub-contract any part of the Services.
6. Conviva's approval to such sub-contractor shall not create any relationship between Conviva and sub-contractor nor shall it discharge Service Provider from its responsibilities for performance of the services in its entirety. Service Provider shall be absolutely responsible and liable for ail acts and omissions of such sub-contractor and shall always keep and hold Conviva harmless and indemnified in this regard.
7. TIMELY PERFORMANCE & MANNER OF PERFORMANCE

Service Provider agrees to achieve any milestones and perform the Services in a timely manner in accordance with any schedule set forth in the Statement of Work and/or taking into account the nature of the Services. Time is of the essence in respect of the obligations of the Service Provider to meet the milestones by the dates set forth in the Statement of Work and to otherwise meet any response times and other service levels specified by Conviva. To the extent set forth in the relevant Statement of Work and in addition to any other available remedies, Conviva shall receive any such service credits or liquidated damages as may determined by it in the event of any delays in achieving the milestones set forth therein or failures to meet the service levels and/or response times specified therein as may be mutually agreed upon between the Parties.

1. WORK MANAGEMENT AND EQUIPMENT
2. Service Provider shall ensure that Personnel working on Conviva’s or Conviva customers' or Affiliates' premises shall comply with all rules and regulations regarding the conduct of third party staff on such premises.
3. Each party shall appoint a project manager to act as the single point of contact with respect to each Statement of Work. Service Provider shall only change its project manager for cause and shall be required to give Conviva 30 (Thirty) days prior written notice of such change and the reasons.
4. To the extent that Conviva or its Affiliates provides materials and equipment (such as phones, pagers, computer equipment, tools, indentification tags, etc.) in connection with the Services (the "Equipment"), Service Provider hereby acknowledges and agrees that such Equipment is for the exclusive use of Service Provider personnel solely for purposes of providing the Services to Conviva in accordance with this Agreement and to be used by Sen/ice Provider and such personnel only for usage during the subsistence of this Agreement. Service Provider shall have no right to the same and shall be immediately returned to Conviva upon termination or expiration of this Agreement or at any time upon Conviva's first demand for such return. In the event of loss or damage to such Equipment, Service Provider shall be responsible to make good the loss to Conviva at its own costs.
5. REPRESENTATIONS AND WARRANTIES

Service Provider represents, warrants and covenants that:

1. It has been duly incorporated and organized under the laws of China.
2. It has full power and authority, corporate or otherwise, to enter into and perform its obligations under this Agreement and perform the Services and it has the necessary infrastructure including robust and periodically tested contingency and business resumption plan, resources and system to duly perform the Services under this Agreement.
3. It has all material permits, approvals, authorizations, licenses, registrations, and consents including registrations necessary for the legal conduct of its business operations as currently conducted. It shall comply with applicable union/federal, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of permits and certificates and payment of taxes where required.
4. It shall not have the authority to sign any contracts or approve any business arrangements or conclude any contracts on behalf of the Conviva or any of its Affiliates.
5. It will render its services and perform its obligations and duties under this Agreement accurately, in accordance with all instructions, procedures, guidelines, timeframe and the like issued by Conviva from time to time, in a workman like manner and to the satisfaction of Conviva.
6. The Services including all components thereof, their specifications and any other materials including updates and revisions of the foregoing, provided pursuant to this Agreement do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third-party.
7. The Services provided hereunder shall be performed by the Service Provider in a professional manner.
8. It will Keep and hold Conviva indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by or made or taken against Conviva directly or indirectly arising out of breach of this Agreement by Service Provider or of any improper or negligent performance, act or omission by Service Provider or any of its officers, employees or representatives.
9. It will maintain all registers, books and records as may be specified by Conviva in the format and manner specified by Conviva from time to time.
10. The execution, delivery and performance of this Agreement shall not:
11. constitute a breach or contravention of any other contract or arrangement to which it is a party;
12. constitute a violation of any law applicable to it or any of its properties or assets; or
13. result in the creation or imposition of any lien, charge or encumbrance upon its properties or assets;
14. there are no judicial or administrative actions, proceedings or investigations pending or threatened against it, which have or are likely to have a material adverse effect on its capacity to perform its obligations under this Agreement.
15. CONFIDENTIAL INFORMATION
16. In relation to all Confidential Information disclosed by Conviva to the Service Provider pursuant to or in contemplation of this Agreement (whether disclosed before or after the Effective Date), the Service Provider hereby agrees that such Confidential Information shall be and shall remain the sole property of Conviva and, shall be strictly private and of confidential nature and shall be treated as confidential by Service Provider.
17. Without limiting the generality of the foregoing, Service Provider hereby agrees and undertakes that it will not and will covenant all employees, servants, agents and contractors not to do anything which will cause Conviva or any of its Affiliates to violate the terms of any other agreement.
18. During the term of this Agreement or thereafter, Service Provider shall not in any way make use of any such Confidential Information to the disadvantage of Conviva or divulge any such Confidential Information to anyone other than Conviva or persons designated by Conviva unless or until such Confidential Information has been publicly released by Conviva or becomes generally known to the public from other sources.
19. Service Provider shall (i) limit access to any Confidential Information disclosed by Conviva and its other Affiliates' to its employees, agents, representatives and consultants who have a need-to-know in connection with the provision of the Services pursuant to this Agreement; (ii) advise such persons having access to such Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement; (iii) use such Confidential Information only for the purposes and in connection with the performance of its obligations and exercise of its rights set forth in this Agreement; (iv) treat such Confidential Information with at least the same degree of care with which it treats its own Confidential Information but in no event with less than a reasonable degree of care; (v) prevent disclosure of Confidential Information to unauthorized parties; and (v) maintain adequate security measures to safeguard the Information from unauthorized disclosure or use
20. All information, documents and things submitted including without limitation, financial statements shall belong to Conviva absolutely and Service Provider shall, while the same is in possession, hold the same in trust for Conviva and shall be returned forthwith by Service Provider to Conviva on the earlier of (i) completion of job/work, (ii) expiry or termination of this Agreement and (iii) on demand from Conviva.
21. Notwithstanding Clause 9.4, the Service Provider's obligations of confidentiality and non-use shall not apply to any particular information or materials that the Service Provider can demonstrate: (i) was, at the time of disclosure to it, in the public domain; (ii) was required to be disclosed to any regulatory body having jurisdiction over either parly or any of their respective Affiliates; or (iii) that disclosure is necessary by reason of applicable legal, accounting or regulatory requirements beyond the reasonable control of the Service Provider. In the case of any disclosure pursuant to Sections 9.6(ii) or 9.6(iii), the Service Provider shall notify Conviva in advance of the required disclosure and shall assist Conviva in obtaining a protective order covering such disclosure. If such a protective order is obtained, such information and materials shall continue to be deemed to be Confidential information.
22. The provisions of this clause shall survive the termination and expiry of this Agreement.
23. The provisions of this clause shall be applicable to all Confidential Information shared by Service Provider to Conviva in accordance to the mutual confidentiality agreement signed between the parties.
24. RELATIONSHIP
25. This Agreement is on principal to principal basis and nothing herein contained shall be deemed to create any employment, partnership, joint venture between Conviva and Service Provider or their representatives and employees and nothing herein shall be deemed to confer on any party any authority to incur any obligation or liability on behalf of the other party.
26. All employees, workers, consultants and the like engaged by Service Provider to render the Services to Conviva shall be in the sole employment of Service Provider and Service Provider shall be solely responsible for their acts and omissions, salaries, wages, statutory payments, social benefits, social security, insurance, social benefits and the like. Under no circumstances shall Conviva be liable for any payment or claim or compensation of any nature to such employees, workers and consultants at any point of time during the currency of this Agreement or even after its termination.
27. Conviva shall have no liability whatsoever for any injury to Service Provider's representatives, employees and subcontractors, if any, suffered while on Conviva's site or anywhere else or while performing any task for Conviva and including without limitation of liability of any damages suffered which results from the malfunction of any equipment.
28. Upon Conviva's request any time and without limiting its obligations hereunder, Service Provider shall provide documentation and certification evidencing its compliance with all applicable laws regarding its employees and payment of such taxes and benefits.
29. INTELLECTUAL PROPERTY RIGHTS
30. Service Provider acknowledges that all information, data, reports, studies, object modules, executables, source code, flow charts, diagrams and other tangible or intangible material (collectively “Materials”）of any nature whatsoever in all the deliverables, produced/created by for, or as a result of any of the Services, and all copies of the foregoing, created for Conviva by way of rendering of Services by the Service Provider at any time including without limitation the Materials created upto the date of execution of this Agreement and Materials created under this Agreement shall be the sole and exclusive property of Conviva and such Materials shall be deemed "works made for hire" of which Conviva shall be deemed the author. To the extent that any Materials are not deemed to be "works made for hire", Service Provider hereby irrevocably and perpetually grants, assigns, transfers and sets over to Conviva all its worldwide rights, titles and interests of any kind, nature or description in and to the Materials, including copyrights and any other Intellectual Property Rights therein.
31. Service provider represents and warrants that any Materials created under this Agreement are created by the Service Provider using his/her own skill and intellect and that any contractor, sub­contractor, agent, prior/present employer or any representative of the Service Provider does not own or shall have any claim at any time in the Materials produced/created by the Service Provider under this Agreement
32. Service provider represents and warrants that any Materials including all its components created under this Agreement shall not infringe any rights including the Intellectual Property Rights of any third party.
33. Service provider shall have no rights and shall not at anytime in future claim any rights in the said Materials.
34. Service Provider agrees to take such further actions, including the execution and delivery of instruments of conveyance, as Conviva may reasonably request to effect such ownership of the Materials, assist Conviva in perfecting and enforcing its rights in connection with the registration of patents, copyrights and/or trademarks or any other statutory protection in the Materials and other work products. Conviva shall have the exclusive right to apply for or register the intellectual property contained in the Materials.
35. Conviva shall retain all rights, titles and interests in and to Conviva Intellectual Property. Conviva grants to Service Provider a non-exclusive, worldwide, royalty-free license to use the Conviva Intellectual Property solely for the performance of its obligations in terms of this Agreement. Conviva warrants that the work specifications provided by Conviva or any Conviva Intellectual Property does not infringe any third party intellectual property rights.
36. The provisions of this clause shall survive the termination and expiry of this Agreement.
37. TERM AND TERMINATION
    1. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Agreement
    2. Either party may terminate this Agreement or a Statement of Work:
38. If the other party commits a material breach of this Agreement or such Statement of Work and fails to cure such breach within thirty (30) days of receiving written notice of the breach and intention to terminate; or
39. Immediately upon written notice, if any of the following circumstances occurs:
40. if the other party becomes insolvent or unable to pay its debts in the ordinary course of its business;
41. if a voluntary petition under applicable bankruptcy or other insolvency law is filed by the other party;
42. if a receiver is appointed for the business affairs of the other party or the other party makes an assignment for the benefit of creditors;
43. if any bankruptcy, reorganisation, debt arrangement or other proceeding under any bankruptcy or other insolvency law is instituted against the other party which is not dismissed within 180 (One Hundred and Eighty) days thereafter; or
44. if the other party liquidates or ceases doing business as a going concern.
    1. Conviva shall have the right at any time and for any reason to terminate this Agreement or any Statement of Work upon 30 (Thirty) days' written notice to the Service Provider and upon such termination Service Provider will immediately cease all work in connection with such Statement of Work. In the event of termination of a Statement of Work under this Section 12.3 (so long as such termination was not caused by Service Provider's breach of this Agreement), Service Provider shall have a right, following compliance with Section 12.4. below, to any unpaid fees and approved expenses relating to the portion of the Statement of Work actually performed through the date of termination, subject to the submission of an invoice in accordance with this Agreement.
    2. Upon the expiration, completion or early termination of a Statement of Work or this Agreement, Service Provider shall immediately, as the case may be and as Conviva reasonably requires, (i) return all materials and documents (ii) deliver ail complete or partially completed deliverables and works in progress under this Agreement or such Statement of Work (iii) expediently and cooperatively disengage the Services and (iv) collaborate with Conviva or any third party duly appointed by Conviva to ensure service continuity.
    3. Except as expressly set forth herein, termination or expiration of this Agreement shall not serve to terminate or cancel any of the respective rights and obligations of the parties which arose hereunder during the term of this Agreement and which by these terms must remain valid and enforceable to give effect to their meaning, including, without limitation, any intellectual property, warranty, indemnification, confidentiality, liability and loyalty provisions hereof.
    4. Conviva shall have the right at any time and for any reason to terminate this Agreement immediately in case Service Provider is found to be in breach of Clause titled Non-solicitation.
45. INSURANCE

Service Provider shall maintain, and upon request Service Provider shall furnish to Conviva copies of all requisite insurance policies, required under applicable laws.

1. INDEMNITY
2. Service Provider hereby agrees to protect, defend indemnify and hold harmless Conviva its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs {including legal costs and disbursements) arising from or relating to:
3. Any breach of any statute, regulation, direction, orders or standards from any governmental body or regulator applicable to Service Provider,
4. claims, demands, fines, penalties and other sanctions imposed by a court, tribunal or other governmental authority for non-compliance with any laws;
5. Any breach of the terms and conditions in this Agreement by Service Provider;
6. Any claim of any infringement of any intellectual property right or any other right of any third party or of law;
7. On account of any improper disclosure of Confidential Information or of an alleged breach of confidentiality and security of data occurring as a result of acts of omissions or commission of Service Provider's Personnel;
8. On account of any negligence, misfeasance or fraud;
9. third party claims arising out of or in connection with the performance of the Services;
10. any claim or action by or on behalf of any personnel based on his or her employment with Service Provider, including claims arising under occupational health and safety, worker's compensation, provident fund or other laws;
11. any claims, penalties, fines, duties imposed upon the Company from statutory authorities, regulators otherwise due to negligence by the Service Provider in performance of its duties and obligations.
12. Service Provider shall defend, indemnify and hold Conviva harmless against any loss, liability, deficiency, damage, cost, suit, damage or expense (including, without limitation any legal fees and expenses), as and when incurred by Conviva, arising out of or in connection with any claim by or on behalf of Service Provider or any Personnel or any other employee of Service Provider with respect to the existence of an employment relationship between such persons and Service Provider or any claim for payment of salary, contributions, taxes or social benefits to any such persons or its breach of any of its representations, warranties, covenant or other obligations under this Agreement. For the sake of clarity, the foregoing indemnity provisions shall also be applicable to any loss, damages, cost, suits, expenses (including without limitation any legal fees and expenses) or claims arising from (a) damages to Conviva's and/or its customers' tangible and non- tangible property; (b) negligent misconduct of Service Provider's Personnel; and (c) violation of applicable laws.
13. The provisions of this clause shall survive the termination and expiry of this Agreement.
14. LIMITATION OF LIABILITY
15. In no event shall Conviva be liable to the Service Provider for special, incidental, indirect or consequential damages, damages from loss of use, data, profits or business opportunities whether in contract or tort, even if Conviva has been advised in advance of the possibility of such loss, cost of damages, arising out of or in connection with this Agreement.
16. In no event shall Conviva or any of its directors, officers, employees, representatives or agents shall be liable for any liability whatsoever for any losses or expenses or any nature suffered by the Service Provider arising directly or indirectly from any act or omission of the Service Provider or its employees, agents or representatives hereunder.
17. The provisions of this clause shall survive the termination and expiry of this Agreement.
18. ENTIRE AGREEMENT

This Agreement including the schedule(s) and Statement of Work{s) attached hereto and the appendices and other documents specifically attached or referred to herein, that may be executed by the Parties shall constitute the entire agreement and understanding between the Parties and supersedes any and all other prior and contemporaneous agreements, arrangements and understandings (whether written or oral) between the Parties with respect to its subject matter.

1. SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

1. SURVIVAL

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include but are not limited to indemnification, Confidentiality, Relationship, Limitation of Liability, Intellectual Property Rights, Representation and Warranties, Term & Termination, Non-Solicitation, Jurisdiction and Governing Laws.

1. NOTICES

Any notice to be given by a party under this agreement must be in writing in the English Language and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addressed set forth in the first paragraph of this agreement (or to such other addresses as a party may designate by notice to the other).

1. NON-SOLICITATION
2. During the term of this Agreement and for a period of 6 (six) months after termination of this Agreement (for any reason), Service Provider agrees that it will not directly or indirectly either for itself or for any other commercial enterprise, solicit, divert, hire or take away or attempt to solicit, divert or take away, any of Conviva's, employees, customers, business or prospective customers in existence during the term of this Agreement and at the time of termination of such engagement. Service Provider shall not compete against the Conviva for any business opportunities with respect to any of the clients of the Conviva.
3. In case Service Provider is found to be breach of the above mentioned clause Service Provider shall be liable to pay a penalty equal to the fees received/receivabie under this agreement, this shall be without prejudice to other legal remedies as may be available to Conviva.
4. BRIBES, GIFTS, ENTERTAINMENT, FAVORS AND PAYMENTS

Consistent with Conviva’s requirement that all business conducted with Conviva adheres to applicable laws and regulations, the use of bribes, secret compensation or kickbacks is strictly prohibited,

1. JURISDICTION AND GOVERNING LAWS

22. This Agreement and any disputes arising thereunder shall be governed in accordance with the laws of China.

1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination (-Dispute"), shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the Rules of the Singapore Internationa! Arbitration Centre fSIAC Rules"), as amended from time to time, which rules are deemed to be incorporated by reference into this Clause.
2. The seat and venue of the arbitration shall be Singapore.
3. The arbitral tribunal shall consist of 3 (Three) arbitrator(s), appointed in accordance with the SIAC Rules.
4. The arbitration shall be conducted in English language.
5. The Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
6. Deposits to cover the costs of arbitration shall be shared equally by the parties thereto. The award rendered by the arbitrator shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties thereto shall bear such costs or in what proportions such costs shall be borne by such parties.
7. During the pendency of resolution of arbitration as provided above, the Parties shall continue to fulfil their respective obligations under this Agreement without any adverse effect due to such Dispute.
8. Except as otherwise required by Law the arbitral proceedings and the arbitral award shall not be made public without the written consent of the Parties and each Party shall maintain the confidentiality of arbitral proceedings and the arbitral award, unless otherwise permitted by the other in writing.
9. The courts in China shall have exclusive jurisdiction for all matters incidental or ancillary to the arbitration.
10. MISCELLANEOUS

23.1. Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by acts of God, strikes, lockouts, war or any other cause beyond its control and without its fault or negligence (^Force Majeure").

1. The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.
2. In the event any term of this Agreement is found to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable.
3. Failure by Conviva or Service Provider to enforce any of the terms of this Agreement shall not be construed as a waiver of any of Conviva's or Service Provider's right hereunder.
4. Service Provider shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Conviva.
5. This Agreement supersedes all earlier agreements, arrangements, letters correspondence, understandings etc. with respect to the subject matter of this agreement.

23.8 Any modification, amendment or alteration in respect of this Agreement or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.

1. The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original, or by facsimile or other electronic copies, such as delivery by email in the PDF format. The parties agree that such facsimile or electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures.
2. All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade usages, are cumulative and not alternative and may be enforced successively or concurrently.
3. Each Party shall bear its own costs in connection with its obligations under this Agreement, including cost of connectivity, technical fees, additional software and hardware required for the Services to be enabled. Further, all charges and expenses including stamp duty or otherwise of and in relation to these presents shall be borne and paid by respective Parties. Each Party shall bear and pay their own advocates' Fees.

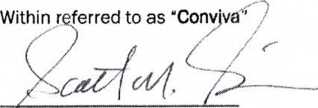
23.11 Each Party acknowledges that the other Party is subject to regulation by the regulators in the territory in which they respectively operate. Each Party needs to be able to comply with the requirements of its regulators and all legal requirements of the country in which it operates. Each Party agrees that it will give the other Party all assistance that it reasonably requires to comply with these requirements. The Supplier further agrees that it will co-operate with any regulator in connection with the provision and any other aspect of the Services.

23.12 Each Party will act in good faith in the performance of its respective responsibilities under this Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other Party in order to perform its responsibilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement dated as of the date first set forth above to be executed by their duly authorized representatives.



For Conviva Inc.



Signature of Authorized Signatory Name: Scott M. Gibson Designation: Chief Financial Officer

CONVIVE

For Beijing Conviva Technology Company Limited



Schedule A[[1]](#footnote-1)

Statement of Work Format

Statement of Work between Conviva and Service Provider pursuant to the Master Service Agreement dated April 1, 2018

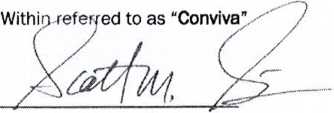
|  |  |
| --- | --- |
| Name of Project | Details |
| Duration of Project | Effective from April 1, 2018 |
| Scope of Work | 1. Software Engineering Services for the development and testing of user interface, backend platform and infrastructure/application software used in Conviva's cloud platform system. This service supplements Conviva's US-based engineering organization and shall be coordinated by managers/executives in Conviva's US office; 2. Customer Support Services for providing data analytics services to end customers located in China including work on integrating new devices, resolving data issues, assisting with data reporting and analysis and monitoring system performance 3. General and administrative services to support the other services described above, including general management, human resources, information technology and finance/bookkeeping functions |
| Service Provider's Responsibility | 1. Service provider will ensure accuracy, satisfactory and quality services to Conviva. 2. The Services Provider and Services shall not infringe the right of third party. 3. Service Provider shall provide services in the best interest of Conviva. 4. Service Provider shall ensure the integrity and best practice to provide the said Services. |
| Rate of Compensation / Service Fees | 1. For the Software Engineering Services and responsibilities undertaken, Conviva shall reimburse Service Provider for its costs ("Costs") and pay Service Provider a fee equal to eight percent (8%) of the Costs (“Engineering Service Fees”). 2. For the Customer Support Services and responsibilities undertaken, Conviva shall pay Service Provider a fee equal to fifteen (15%) of the revenue Service Provider generates from end customer service contracts ('‘Customer Service Fees”). 3. Conviva shall release the payment on receipt of Service Provider's invoice for the Costs, Engineering Service Fees and Customer Service Fees.   If any invoice amount is disputed by Conviva, it shall notify Service Provider and the Parties shall take all best efforts in order to amicably resolve such disputes relating to the invoice amounts. |

All other terms and conditions of the Master Service Agreement except for those listed hereunder remain unchanged and the provisions the Agreement shall apply to this Statement of Work as well. In the event of any inconsistency or conflict in the Statement of Work and Agreement, the provisions of this Statement of Work shall prevail in relation to the clauses/provisions covered herein.

IN WITNESS THEREOF, the parties hereto have caused this Statement of Work to be duly executed as of the date and year first written above.

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For Conviva Inc.



Signature of Authorized Signatory

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Name: Scott M. Gibson

Designation: Chief Financial Officer For Beijing Conviva Technology Limited Company Within referredto ag BSe^pe;Proyicf

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Signature of Aut Name:

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Designation: General Manage

1. NDA Comment: Conviva to confirm the format for the statement of work(s). [↑](#footnote-ref-1)