

MASTER SERVICES AGREEMENT FOR Customer Products and Services (APAC)

THIS AGREEMENT is made on the date of signing set out at the end of this agreement between the following parties:

Universal Mind TV PBZ997162 5 Alma Street, Clontarf NSW 2093 AUSTRALIA

- A. **CUSTOMER** (Company Number _____) whose registered office is at _____ (the **Customer**).
- B. **SWITCH TV PTY LTD** (ABN 34 117 824 138) trading as **SWITCH MEDIA**, of Suite 121, 26-32 Pirrama Road, Pyrmont, NSW 2009 (**Switch Media**).

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this agreement, unless the context otherwise requires:

Commencement Date is _____.

Core Technology means the Switch Media HQ Product Suite, the minimum capabilities of which are described in Schedule 1, and such other technology as developed or licensed by Switch Media, together with related Materials that existed and were owned by or licensed to Switch Media prior to the Commencement Date, which are used by Switch Media in its performance of Services and which remains proprietary to Switch Media or its licensors.

Design and Build SOW has the meaning set out in clause 5.2(a).

Force Majeure Event means an act of God (e.g. lightning strike, storm, flood, earthquake, etc), strikes or other industrial action, war, terrorism, sabotage, riot or epidemic or another similar catastrophic event, the consequence of which is beyond the reasonable control of a party.

Customer Content means all of the Customer's trademarks, promotional and program content, and associated metadata, supplied to Switch Media for inclusion in or as part of any the Customer Product or Service.

Customer Content Requirements means instructions relating to the use and protection of Customer Content as set out in an SOW or as the Customer otherwise notifies Switch Media from time to time.

Customer Products and Services means certain of the Customer's products and services that the parties agree from time to time.

GST or goods and services tax means a tax, duty, levy, charge or deduction, imposed by or under the GST Act.

Intellectual Property Rights or IPR means all intellectual property rights of whatever nature and however they arise throughout the world, including rights in respect of or in connection with copyright, inventions (including patents), designs, trademarks, service marks, trade names, goodwill, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, licences, whether or not registered or registrable, and including in all cases the right to apply for the registration of such rights and all associated rights of use.

Insolvent means being insolvent or insolvent under administration or having a controller appointed or being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangements, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while

solvent), or being otherwise unable to pay debts when they fall due or having something with the same or similar effect happen under the laws of any jurisdiction.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, and includes common law and the principles of equity as applicable from time to time, and any applicable industry codes of conduct or guidelines including the Internet Industry Code of Practice and the Web Content Accessibility Guidelines (WCAG).

Material means any third-party software or technical capability contributing to the provision of the Services

Operational Support Services has the meaning set out in the Operational Support SOW.

Operational Support SOW has the meaning set out in clause 5.2(b).

Services means services to be performed by Switch Media under a Statement of Work issued under this agreement, including the Support to be provided to the Customer under the Operational Support SOW.

Subcontractor means a third-party contracted by Switch Media which provides or is involved in the provision of the Services.

Subsidiary means a company under the control of another company of which it runs the day to day operations.

Tax or **Taxes** means all forms of taxes, including any tax on income, fringe benefits, pension, capital gains tax, sales tax, value added tax, levies, duties, withholdings and governmental imposts of any kind including any interest or fine imposed in respect of the above.

Term means the term of this agreement as set out in clause 2.

1.2. In this agreement:

- (a) a reference to this agreement includes an annexure, exhibit or schedule to this agreement;
- (b) a word or expression in the singular includes the plural, and the other way around;
- (c) words importing a gender include any gender;
- (d) a reference to a statute includes an amendment or re-enactment to that legislation and includes subordinate legislation in force under it;
- (e) a reference to a party includes a reference to the party's executors, administrators, successors and assigns;
- (f) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (g) a reference to a party, Recital, schedule or clause is to a party, Recital or schedule to or a clause of this agreement; and
- (h) words used in this agreement which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* have the same meaning as in the GST Act, unless the context otherwise requires.

2. TERM

- 2.1. This agreement will commence on the Commencement Date and will continue in effect until the later of the date which is 3 years from the Commencement Date or the expiry or termination of the

last Statement of Work issued under this agreement, unless terminated earlier in accordance with its terms.

3. SWITCH MEDIA LICENCE

3.1. Switch Media grants to the Customer a non-exclusive, non-transferable licence during the Term:

- (a) to use the Core Technology in connection with Customer Products and Services; and
- (b) to authorise third parties providing services to the Customer in relation to Customer Products and Services to use Core Technology in the course of their performance of such services for the Customer,

in each case, subject to the terms of this agreement.

4. CUSTOMER CONTENT

4.1. The Customer appoints Switch Media its agent for the purposes of:

- (a) managing the collection, presentation, storage and distribution of Customer Content included in the agreed Customer Products and Services; and
- (b) managing the distribution of applications across applicable platforms, libraries and application stores.

Switch Media is not otherwise authorised to act as the Customer's agent.

4.2. Switch Media must strictly comply with all Customer Content Requirements and any reasonable instructions the Customer may give it from time to time in relation to Customer Content.

4.3. Switch Media acknowledges and agrees that the Customer will be the sole licensee or owner of all rights, title and interest in and associated with all Customer Content.

5. SERVICES

5.1. Switch Media shall provide the Customer with Services in accordance with the requirements of Statements of Work issued under this agreement from time to time. Statements of Work may include, as relevant:

- (a) a description of the services to be performed;
- (b) relevant product and technical specifications;
- (c) a description of deliverables;
- (d) a project schedule specifying the timetable for delivery of deliverables and the performance of Services;
- (e) acceptance testing provisions and criteria;
- (f) the change control process;
- (g) the Customer's responsibilities in relation to Switch Media Services;
- (h) Support services to be provided by Switch Media in connection with the applicable Customer Product or Service;
- (i) Service Levels and Service Rebates for failure to comply;

- (j) the duration of on-going Services; and
- (k) Fees.

In the event of any inconsistency between a term of this agreement and the terms of a Statement of Work, the Statement of Work will prevail to the extent of the inconsistency.

5.2. The parties acknowledge that Statements of Work relating to:

- (a) the design and build of certain Customer Products and Services (**Design and Build SOW**); and
- (b) the product life management of certain Customer Products and Services (**Operational Support SOW**),

have been agreed and will be executed by the parties at or around the same time as this agreement.

- 5.3. Subject to clause 4.1, Switch Media is an independent supplier and neither Switch Media nor any employee or agent of Switch Media shall be deemed to be an employee or agent of the Customer.
- 5.4. The Customer assumes no liability for, and Switch Media acknowledges it has sole responsibility for, the payment of holiday pay, sickness pay, long service leave, pension, payroll tax and other Taxes incidental to employment in respect of Switch Media and any of its employees.
- 5.5. Switch Media may sub-contract the provision of some or all Services to suitably qualified subcontractors, provided that:
- (a) any such notice includes a description of the Services to be sub-contracted and information regarding the sub-contractor as is reasonably requested by the Customer;
 - (b) the subcontractor and its personnel have qualifications and training to at least the same standard as Switch Media and its personnel and use equipment and facilities that are at least as secure and reliable as Switch Media's own; and
 - (c) the Customer is satisfied, acting reasonably, that the sub-contractor will provide the Services to at least the same standard that the Customer expects from Switch Media and will meet Switch Media's warranties in relation to the quality of its Services
- 5.6. For the avoidance of doubt, Switch Media will remain responsible and primarily liable for the performance of any Services it sub-contracts. However this (5.5) shall not apply to 3rd Parties to the project such as CDN, DRM or other companies that are engaged by Switch Media on behalf of the Customer.

6. PROJECT REVIEWS AND COMMUNICATION

- 6.1. Each party will appoint a representative who will be available for day to day liaison in respect of the provision of Services under any Statement of Work. Each representative may delegate his responsibilities to others on notice to the other representative, subject to the other party's approval of the delegation.
- 6.2. The parties' representatives will meet at least once during every quarter year of the Term (unless otherwise agreed by the parties) to review the provision of the Services under this agreement and the relationship generally.
- 6.3. Switch Media will report to the Customer on its performance of Services and the operation of Customer Products and Services in the formats and at the times and frequencies set out in applicable Statements of Work or as the parties otherwise agree from time to time.

7. FEES AND TAXES

- 7.1. The Customer shall pay Switch Media in accordance with the payment provisions set out in each Statement of Work.
- 7.2. Fees payable by the Customer under this agreement will be paid by electronic transfer to an account nominated by Switch Media within 30 days of presentation of a validly issued Tax Invoice.
- 7.3. In the event that an invoice is not paid by the due date, the outstanding amount will attract late fees, calculated daily at an interest rate equal to the Reserve Bank of Australia's Cash Rate plus 3 percentage points. This provision will not apply to the extent that the failure to pay all or part of an invoice is as a result of a bona fide dispute between the parties in relation to the invoice and or the services to which it relates.
- 7.4. In the event that an invoice related to a Design and Build SOW, that is not the subject of a bona fide dispute between the parties, is not paid within 7 days of the due date, Switch Media reserves the right, at its discretion, to:
- (a) suspend provision of Customer Products and Services; and/or
 - (b) suspend further progress on the SOW;
- until the invoice is paid, provided that Switch Media notifies the Customer of its intention to suspend further provision or progress.
- 7.5. The Customer may withhold or set off any amounts owing by the Customer to Switch Media against the value of any monies owing to the Customer by Switch Media under this agreement or any SOW provided that the Customer notifies Switch Media of such amounts and the reason for any withholding or set-off.
- 7.6. Any consideration or amount payable under this agreement is exclusive of GST.
- 7.7. If GST is or becomes payable on a Supply made under or in connection with this agreement, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (**Supplier**) in accordance with the GST Act.
- 7.8. The Additional Amount payable under clause 7.5 is payable at the same time and in the same manner as the Consideration for the Supply upon receipt by the Recipient of a Tax Invoice for the Additional Amount.
- 7.9. Notwithstanding any other provision in this agreement, if an amount payable under or in connection with this agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of an input tax credit to which that party is entitled in respect of that Amount Incurred.
- 7.10. The Customer may withhold from the fees payable under any SOW any withholding required under applicable Law. Where the Customer withholds some of the fees, it will provide to Switch Media an appropriate certificate of payment.

8. WARRANTIES

- 8.1. Switch Media undertakes, represents and warrants to the Customer that:
- (a) it will provide the Services (i) with due care and skill and in a proper, workmanlike and professional manner, (ii) in accordance with applicable Statements of Work and the Service Levels they contain, and (iii) in compliance with all Laws, including Laws relating to privacy and Internet content;
 - (b) it has and shall keep in force all rights, licences and authorisations necessary to support:

- i. its own and the Customer's use of Core Technology in connection with Customer Products and Services;
 - ii. the use of Core Technology by on-line users of Customer Products and Services;
 - iii. its provision of Services to the Customer under this agreement;
 - (c) the use of Core Technology by Switch Media, the Customer and on-line users of Customer Products and Services in accordance with this agreement and, in the case of on-line users, in accordance with the terms and conditions applying to their use of Customer Products or Services, will not infringe the Intellectual Property Rights of any person;
 - (d) it is capable of validly granting the licences and performing Services referred to in this agreement;
 - (e) it has the authority to enter into and perform its obligations under this agreement;
 - (f) this agreement constitutes the legal, valid and binding obligation of Switch Media, enforceable in accordance with its terms;
 - (g) its entry into this agreement will not cause it to be in breach of any obligation owed to any other person; and
 - (h) it maintains all necessary policies of insurance including, but not limited to, professional indemnity insurance
- 8.2. The Customer undertakes, represents and warrants to Switch Media that:
- (a) it has the authority to enter into and perform its obligations under this agreement;
 - (b) this agreement constitutes the legal, valid and binding obligation of the Customer, enforceable in accordance with its terms; and
 - (c) its entry into this agreement will not cause it to be in breach of an agreement with any other person.
- 8.3. The parties may agree to include additional representations and warranties in Statements of Work.

9. TERMINATION

- 9.1. Either party may terminate this agreement by written notice to the other:
- (a) if the other party has breached a material clause of this agreement and, if the breach is capable of remedy, it has not been remedied within 30 days of written notice thereof;
 - (b) If the other party is Insolvent; or
 - (c) If a Force Majeure Event has impeded the other party's performance under this agreement for 14 or more consecutive days.
- 9.2. The parties may agree to include additional rights of termination of specific Services in Statements of Work relating to those Services.
- 9.3. Upon termination of this agreement:
- (a) Switch Media shall deliver to the Customer all documents, records, information, data, files and recordings (whether in electronic or printed form) made or compiled in the course of

providing the Services or otherwise acquired by Switch Media concerning the business or affairs of the Customer, including all Material and copies of Customer Content;

- (b) The Customer will pay Switch Media any amounts payable prior to the termination date but as yet unpaid, together with any amounts due for Services performed up to the end of the Disengagement Period or termination date, whichever is the later, but will be under no obligation to pay any further fees; and
 - (c) In all other respects, the Customer's rights under the agreement with respect to Core Technology and its receipt of Services from Switch Media shall cease.
- 9.4. Termination of this agreement will be without prejudice to any rights either party may have accrued against the other prior to the date of termination.

10. CONFIDENTIALITY

- 10.1. Each party shall treat as confidential all information regarding the business or affairs of the other party which comes into its possession as a result of or in the performance of its obligations under this agreement unless the information is already in the public domain or was acquired otherwise than pursuant to this agreement.
- 10.2. Neither party shall disclose the other party's confidential information to any third party without the written permission of the other party, unless required by law. Each party agrees to take reasonable precautions to prevent any unauthorised use, disclosure, publication or dissemination of the other party's confidential information.
- 10.3. The operation of this clause shall survive the termination of this agreement.

11. RESTRAINTS

- 11.1. Switch Media and the Customer shall not during the Term and for a period of 3 months after the expiration or termination of this agreement for any reason:
- (a) approach, either directly or indirectly, on its own account or for any other person, any of the other party's employees with a view to retaining that employee's services; or
 - (b) incite, encourage, counsel or assist any other person (whether directly or indirectly, on its own account or for any other person) in approaching directly or indirectly any of the other party's employees with a view to enticing the employee to terminate his or her employment with the other party;
- 11.2. written approval has been obtained from the other party; or
- (a) the person in question has ceased to be employed or contracted by the other for a period of not less than 6 months;
 - (b) or the person in question has responded to a published advertisement of employment with the other party (or with any of its Related Bodies Corporate).
- 11.3. The parties agree that 11.1 shall not apply in the event that:
- (c) written approval has been obtained from the other party; or
 - (d) the person in question has ceased to be employed or contracted by the other for a period of not less than 6 months; or the person in question has responded to a published advertisement of employment with the other party (or with any of its Related Bodies Corporate).
- 11.4. In the event a Court or Tribunal of competent jurisdiction is of the view that the restraint referred to in this clause is unenforceable but would be enforceable if a lesser time was substituted, the parties

agree that such lesser restraint shall apply to ensure as far as possible the enforceability of the restraint contained in this clause.

11.5. Each party acknowledges that:

- (a) the restrictions in this clause are reasonable in all the circumstances and necessary to protect the goodwill of the other party; and
- (b) the remedy of damages may be inadequate to protect the interests of the other party and the other party is entitled to seek and obtain injunctive relief, or any other relief.

12. INTELLECTUAL PROPERTY

12.1. The Customer acknowledges and agrees that, as between Switch Media and the Customer:

- (a) Switch Media will be the sole owner of all rights, title, interest in and associated with the Core Technology and that the Core Technology does not form part of any goodwill or intangible asset of the Customer; and
- (b) all future rights, title and interest in Core Technology vest in Switch Media from the date of their creation.

12.2. The Customer hereby assigns any right, title and/or interest accruing to it in and associated with the Core Technology, including any modifications, to Switch Media.

12.3. The Customer must not permit or allow, or enter into any agreement to permit or allow, any right, interest, power, lien or encumbrance or other arrangement or interest in, over or in relation to Core Technology which may restrict or otherwise impair Switch Media's ability to exercise its rights in the Core Technology under this agreement.

12.4. The Customer must provide to Switch Media, or cause Switch Media to be provided with, full and unfettered access to any premises in which elements of Core Technology are held by or on behalf of the Customer, for the purpose of allowing Switch Media to exercise its rights in Core Technology.

13. INDEMNITY

13.1. Switch Media shall indemnify the Customer and each member of the Customer Group and shall keep them indemnified, on demand against:

- (e) claims or actions brought against any of them that allege that:
 - i. Any Core Technology or Material provided by Switch Media in the course of its provision of Services infringes any Intellectual Property Rights belonging to a third party; or
 - ii. Customer Content imported into any Customer Product or Service by Switch Media, fails to comply with Customer Content Requirements,
- (f) loss caused by Switch Media's introduction of viruses or disabling codes into systems or equipment used by the Customer or its website users.

14. INSURANCE

14.1. Switch Media shall procure and maintain throughout the Term of this Agreement a policy of public and products liability insurance, with a reputable insurance company, with a combined single limit of twenty million dollars (\$20,000,000) for each occurrence and in the aggregate.

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- 14.2. Switch Media shall procure and maintain throughout the Term of this Agreement workers' compensation insurance for its employees, agents and contractors in accordance with applicable awards or legislation.
- 14.3. Switch Media shall procure and maintain throughout the Term of this Agreement professional liability insurance, with a reputable insurance company, covering any and all errors, omissions or negligent acts in the performance of its business activities, its services and software products. Such professional liability insurance shall include coverage for claims with a combined single and aggregate limit of ten million dollars (\$10,000,000).
- 14.4. If requested by the Customer, Switch Media agrees to provide the Customer a certificate of insurance or substitute documentation evidencing the insurance coverage set forth above.

15. PRIVACY

- 15.1. Each party acknowledges that it is bound by the Privacy Act 1988 (Cth) (**Privacy Act**) and agrees to comply with the National Privacy Principles contained in the Privacy Act.
- 15.2. If, in performing the Services, Switch Media is given access to the personal information of any of the Customer's subscribers or customers, Switch Media will use that personal information solely for the purpose of performing its obligations under this agreement and in compliance with:
- (a) Any Law (including the Privacy Act) related to privacy which is relevant to Switch Media's performance of the Services;
 - (b) Any directions made by a Privacy Commissioner which are relevant to this agreement;
 - (c) The Customer's' obligations under any privacy guidelines in force with any Customer subscriber or customer from time to time; and
 - (d) Any other instructions the Customer reasonably gives Switch Media from time to time relating to privacy.

16. DISPUTE RESOLUTION

- 16.1. If a dispute arises in relation to or out of this agreement, the parties must endeavour in good faith to settle the dispute in accordance with this clause. A party must not commence any legal proceedings relating to a dispute unless it has complied with the provisions of this clause except where a party seeks urgent injunctive relief, or the dispute relates to compliance with this clause.
- 16.2. A party claiming that a dispute has arisen must immediately notify the other party and refer the matter to the parties' respective Commercial and Administrative Representatives. If the dispute is not resolved by the Commercial and Administrative Representatives within 10 business days of being referred, then the matter must be referred by each party to its Chief Executive Officer or officer of equivalent status.
- 16.3. If the dispute is not resolved by the Chief Executive Officers within 20 business days of their being notified in accordance with clause 15.2, then either party may institute legal proceedings without further notice and take such other action under this agreement as it is entitled to take.
- 16.4. The exchange of information or documents or the making of any offer of settlement under this clause is for the purpose of attempting to settle the dispute and is provided or made on a 'without prejudice' basis.

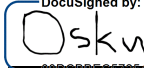
17. GENERAL

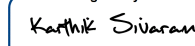
- 17.1. This agreement shall be governed by and construed in accordance with the law of the State of New South Wales.

- 17.2. The parties agree that the courts of New South Wales, Australia shall have exclusive jurisdiction over any legal proceedings arising out of or in connection with this agreement.
- 17.3. Neither party may assign its rights or delegate its obligations under this agreement to any person without the prior written consent of the other party, except that:
- (a) Switch Media may sub-contract its obligations under this agreement in accordance with clause 5.5; and
 - (b) the Customer may sub-licence and/or assign its rights or delegate its obligations under this agreement to one or more members of the Customer Group.
- 17.4. The address of each party referred to at the start of this agreement shall be the address of that party for service of notices. Notices may be sent by personal delivery or by post. If notices are sent by post, the date of service shall be deemed to be 2 days after the day of posting.
- 17.5. Any variation of this agreement must be in writing and signed by each of the parties.
- 17.6. This agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

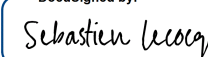
EXECUTED as an agreement by the parties:

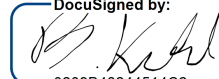
SIGNED for and on behalf of)
SWITCH TV PTY LTD)
by its authorised representative:)

DocuSigned by:

00DCBBEC572543A...
Witness
Oscar Gutierrez
Name (please print)

DocuSigned by:

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Representative
Karthik Sivaram
Name (please print)
10/1/2020
Date

SIGNED for and on behalf of)
Customer Name)
by its authorised representative:)

DocuSigned by:

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Witness
Sebastien Lecocq
Name (please print)

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0209B48244514C2...
Representative
Benjamin Korbel
Name (please print)
9/30/2020
Date

SCHEDULE 1

DESCRIPTION OF CORE TECHNOLOGY

1. Switch Media supplies the Core Technology on a Software as a Service (SAAS) basis.
2. **MEDIA MANAGER**
 - 2.1. Media Manager is a software service developed by Switch Media which allows for the ingestion, capture and processing of content (including addition and editing of metadata) underpinning the Customer's Media Applications. It includes API's for delivery of processed content to the Customer's publishing systems.
 - 2.2. Supported Features:

Capability	Supported
Media Uploading / Handling	
FTP batch ingestion	WITH CONFIGURATION
Automated batch ingestion	WITH CONFIGURATION
Manual in-browser uploading	YES
Audio only sources	YES
Multiple bit rates (ABR)	YES
Customisable encoding frame sizes	WITH CONFIGURATION
Ability to generate new formats	YES
Basic video editing, such as trimming and clipping	YES
Editorial CMS	
Capture tool for image still and thumbnail	YES
Search and filter content based on various metadata fields	YES
Metadata editing	YES
Media publishing	WITH CONFIGURATION
Media previews	YES
Web CMS integration	WITH CONFIGURATION
Multi-Platform Delivery	
Web browser	YES
Mobile devices	YES
Subscriber Session Management	
Media playback authorisation	WITH CONFIGURATION
Analytics	
Enabled for integration with 3rd parties, e.g. Omniture, Google Analytics	WITH CONFIGURATION
Workflow Management	
End-to-end workflow management	WITH CONFIGURATION

- 2.3. Where feature configuration is required that is not available as standard or is specific to the Customer's requirements, Professional Services may be required.
- 2.4. Available features may be added to or refined from time to time as the product is enhanced.
3. **LIVE2VOD**
 - 3.1. Live2VOD is a software service that allows for the capture and storage of broadcast content and for the identification and processing of discrete programs or segments of the broadcast as VOD content.