

## Amagi CONNECT Connection Terms and Conditions

*Last Updated: February 22, 2024*

**“Amagi CONNECT”** is Amagi’s online platform that introduces Content Partners to Platforms to facilitate the discovery of Platforms and Content Partners’ Content and to enable the distribution of such content on the Platforms as permitted herein. These Amagi CONNECT Terms and Conditions (**“T&Cs”**), which are supplemental to and a part of the Amagi CONNECT Terms of Service, set forth the legally binding contract between Amagi, Content Partners, and Platforms for their commercial use of Amagi CONNECT.

By creating a profile or submitting a Connection request, you are agreeing to these T&Cs. If you use the Amagi CONNECT on behalf of an entity, for example, an LLC, corporation partnership, etc., you represent and warrant that you have the authority to bind that organization and your acceptance of these T&Cs will be deemed an acceptance by that organization.

Content Partners and Platforms are collectively referred to as **“Customers”**. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amagi CONNECT Terms of Service.

### 1. Definitions.

**“Advertising Inventory”** means the total amount of advertising impressions in the Content less any portion of such inventory actually retained by device manufacturers and/or operating systems in exchange for distributing the Platform.

**“Ad Monetization Fee”** means the percentage of Amagi-Sold Gross Ad Revenue agreed by Customer via Amagi CONNECT attributed to Amagi’s advertising sales and commissions costs.

**“Amagi-Sold Inventory”** means the Advertising Inventory from a Connection allocated to a Customer that Customer allocates to Amagi to sell.

**“Amagi-Sold Gross Ad Revenue”** means all amounts actually received by Amagi or its Affiliates generated from Amagi-Sold Inventory in the Content.

**“Amagi-Sold Net Ad Revenue”** means Amagi-Sold Gross Ad Revenue less an Ad Monetization Fee.

**“Availability Date”** means the first date certain Content may be made available to the public, as provided by Content Partner via Amagi CONNECT.

**“CDN”** means a system of distributed servers that is used to deliver content to viewers based on their geographic location.

**“Channel Listing”** means an availability profile for a Channel published on Amagi CONNECT, which may include the name of the Channel, authorized territories, language(s), key attributes and other information.

**“Child-Directed Content”** means programming that is: a. directed to children as defined by the laws in the entire Territory; or b. made for viewing primarily by children within the Territory.

**“Distribution License”** means a distribution agreement between Content Partner and Platform agreed through Amagi CONNECT for Platform to exploit the Content Partner’s Content on the Platform’s consumer-facing service in accordance with these T&Cs.

**“Delivery”**, **“Deliveries”**, or **“Deliver”** means Amagi’s delivery of a Content Partner’s

Channel feed to a Platform according to the delivery requirements agreed between Amagi and the Platform.

**“Delivery Period”** means the period of time beginning when Amagi first Delivers the Content to the Platform and continuing until canceled (as permitted in Section 4) or the end of the Term, whichever is earlier.

**“License Period”** means the period of time beginning from the Availability Date and continuing until the Licensed Connection is canceled (as permitted herein) or the end of the Term, whichever is earlier.

**“Licensed Connection”** is a Connection that includes a Distribution License.

**“Listing Period”** the period of time beginning when a Listing goes live on Amagi CONNECT and continuing until canceled or terminated as provided herein.

**“Listings”** means Channel Listings and Platform Listings.

**“Permitted Platform-Sold Deductions”** means: a. 15% of Platform-Sold Gross Revenue attributed to Platform’s ad sales fees and commissions; and b. any royalties paid by Platform to music performing rights organizations (PROs) related to the performance of the musical compositions contained in the Content, if any, up to 5% of Platform-Sold Gross Revenue.

**“Platform Listing”** means an availability profile for a Platform published on Amagi CONNECT, which may include the name of the Platform, allowed territories, supported languages, programming policies and other information.

**“Platform-Sold Gross Revenue”** means, for Distribution Licenses with a Revenue Share Model, the gross revenue actually received by Platforms, as reasonably calculated by Amagi using the Revenue Share Earnings Reports provided to Amagi by Platforms.

**“SSAI”** means dynamic server-side advertisement insertion technology. **“Term”** has the meaning set forth in Section 6.

**“Territory”** means the included countries agreed between Content Partner and the Platform for each Connection via Amagi CONNECT.

**“Transaction Page”** means the webpage on Amagi CONNECT where the commercial terms applicable are agreed to, including for the CONNECT Plans and other software or services that Customer may purchase.

## **2. Listings and Connections.**

### **2.1 Amagi CONNECT Content Listings.**

Content Partners may complete, revise and publish Channel Listings for viewing by Platforms on Amagi CONNECT. Platforms may complete, revise and publish Platform Listings for viewing by Content Partners on Amagi CONNECT. By publishing a Listing, Customers agree the information provided in the Listing is complete and accurate and applicable for all uses hereunder, and will be responsible for any modifications required throughout the Listing Period to maintain completeness and accuracy. Customers may cancel their own Listings at any time for any reason via Amagi CONNECT, except that canceling a Listing does not cancel any Connections previously formed from such Listing, if any. Amagi may cancel a Listing for any reason at any time, and in such event, the cancellation takes effect immediately, and the Listing will be immediately hidden.

### **2.2 A ‘Connection’ is formed in the following instances:**

- a. Through Amagi CONNECT, Content Partners may submit requests to Platforms, and Platforms may submit requests to Content Partners, for the Platforms to exploit certain Content. If the Platform agrees to Content Partner’s request, or Content Partner agrees to the Platform’s request, forming a Connection through Amagi CONNECT, both parties

agree to initiate delivery of the correlating Content and to be bound by these T&Cs (“**Distribution Service Connection**”).

- b. Through a Customer’s election of Amagi Monetization Service (as defined below in Section 3(B)(f)(i)) (“**Monetization Service Connection**”).
- c. Through Customer’s election of a delivery service on a standalone basis or in furtherance of a Transaction Fee under CONNECT Delivery, as detailed below in Section C (“**Delivery Service Connection**”).

Customers and their users understand that accepting a Connection request enters the Customer into a legally binding contract

### 3. CONNECT Plans.

On Amagi CONNECT, there are three types of plans through which Services can be availed:

**CONNECT Starter** is a basic and free plan which provides a snapshot view of the online content marketplace available on Amagi CONNECT.

**CONNECT Business** is a paid plan comprising of a comprehensive business tool-kit for Content Partners to showcase Content, initiate, manage, and track Connections, including streaming single live events and video on demand through which the Distribution Connection Service is provided.

**CONNECT Delivery** is a paid plan dedicated to the technical delivery process, which offers self-serve automated delivery and real-time tracking for technical operational efficiency, through which the Delivery Connection Service is provided.

**CONNECT Platforms** is a paid plan that allows Platforms to discover content, initiate, manage, and track Connections, including streaming single live events and video on demand through which the Distribution Connection Service is provided, and for technical delivery through Amagi CONNECT.

#### A. CONNECT Starter.

CONNECT Starter will be governed by the Amagi CONNECT Terms of Services and any general terms and conditions as may be found in the T&Cs herein.

#### B. CONNECT Business and CONNECT Platforms.

##### a. Connection Terms.

As part of CONNECT Business and CONNECT Platforms, once a Connection has been concluded on CONNECT, and the Customers wish to proceed with such Connection, basis fulfillment of conditions precedent that the Customers may require, Amagi will fulfill the corresponding Delivery of the Connection through CONNECT Delivery.

##### b. License.

For each Distribution Service Connection that the Customers decide to proceed with, Content Partner hereby grants the following rights to Platform throughout the Territory during the License Period, on the basis of these T&Cs forming as a signed Distribution License between the Content Partner and Platform:

- i. the non-exclusive right to distribute the Content on the Platform via any device and any method of delivery on an ad-supported basis, including the right to distribute Channels via free, ad-supported streaming on the Platform;
- ii. the right to sell and/or commission others (including Amagi) to sell, advertising in such exploitation; and
- iii. any additional rights granted to Platform by Content Partner via Amagi CONNECT from time to time.

- c. **Content Availability.** Content Partner may set the Availability Date for each Channel via Amagi CONNECT, however if no such date is set by Content Partner, then the Availability Date means the date Content Partner first delivers the Channel to Platform.
- d. **CONNECT Distribution Fees.** In addition to the subscription fees for the CONNECT Business and CONNECT Platform plans, for each Distribution Service Connection made and delivered through CONNECT Delivery/CONNECT Platform, each Customer agrees to pay Amagi a monthly recurring fee, which shall be calculated as a percentage of the revenues received or owed to such Customer, or, at the option of Amagi, inventory share in case of an Inventory Split Model (as defined below) during the Delivery Period, attributable to Amagi's ongoing operational costs (e.g. maintenance of the CONNECT platform, reporting, billing, support, etc.) for each Distribution License, at the price agreed via Amagi CONNECT, to be invoiced by Amagi at the start of the Delivery Period and paid by Customer within 30 days of receipt of the invoice ("**CONNECT Distribution Fees**").
- e. **Indemnity.**
  - i. Content Partner and Platform shall each indemnify and hold harmless the other and their respective affiliates, officers, directors, employees and agents from and against any liabilities, claims, costs, damages and expenses, including reasonable attorneys' fees arising out of any breach or claimed breach by such other party of any representation.
  - ii. Content Partner and Platform shall each indemnify and hold harmless Amagi and its respective affiliates, officers, directors, employees, and agents from and against any and all third-party liabilities, claims, costs, damages and expenses, including reasonable attorney's fees, arising out of any breach or claimed breach of third-party intellectual property rights.
- f. **Monetization of the Content.**
  - i. For the purpose of monetization of each of the Distribution Service Connections that are established, Customers may opt, on the Distribution Page, for either of the following distribution arrangements:
    - 1. Revenue Share Model: where the Customer, either the Content Partner or the Platform, as agreed on the Transaction Page, monetizes the entire Advertising Inventory from the Connection, and shares the resulting revenue as per the agreed revenue share between the Content Owner / Platform, as applicable, as agreed on the Transaction Page. For this monetization purpose, either the Content Partner or the Platform may engage Amagi as an advertising demand source as detailed below in Paragraph g.
    - 2. Inventory Split Model: where percentage of the Ad Inventory is assigned to the Content Owner or the Platform, as applicable, which the Content Partner or the Platform can either monetize by itself or elect for Amagi to monetize, as detailed below, the entirety of the primary foll or for any Ad Inventory remaining after self-monetization by the Content Partner / Platform, as agreed, on the Transaction Page.
- g. **Amagi as Advertising Demand Source.**
  - i. If a Customer agrees on the Transaction Page to add Amagi as an advertising demand source for any portion of either or both the Content Partner or the Platform's Advertising Inventory, as applicable, Amagi shall monetize the Advertising Inventory and distribute the resulting Amagi-Sold Net Ad Revenue, between the Content Partner

or the Platform, or both, as the case may be, as per the revenue share agreed on the Transaction Page (“**Amagi Monetization Service**”).

ii. **Payment Terms.**

1. Where Amagi is monetizing the Ad Inventory through the Amagi Monetization Services, Amagi shall provide the applicable Customer(s) with a revenue share report within 30 days from the end of each calendar month, which shall provide a statement of the Amagi-Sold Net Ad Revenue. The Customer will invoice Amagi for such amounts and Amagi agrees to pay such invoices within 30 days of receipt. No amounts will be paid by Amagi without receipt of invoice.
2. Where Platform is monetizing 100% of the Advertising Inventory in a Revenue Share Model, Platform agrees to pay Amagi the percentage of Platform-Sold Net Revenue due to Content Partner and Amagi in connection to the associated Distribution License(s), as agreed via Amagi CONNECT. Platform will calculate, report (with the parameters laid down here in A.g(ii)2.1(a) below, and pay to Amagi, the amount owed by Platform to Amagi and Content Partner, collectively, for each Channel on a monthly basis within 30 days following the end of the month in which such advertising and/or sponsorship revenues were received by the Platform. Amagi will calculate and report to Content Owner the amount owed to Content Owner for each Channel on a monthly basis within 30 days following the end of the month in which such amounts (and the correlating Revenue Share Earnings Report from the Platform, when applicable) were actually received by Amagi. The Customer will invoice Amagi for such amounts, and Amagi agrees to pay such invoices within 30 days of receipt. No amounts will be paid by Amagi without receipt of invoice.
  - 2.1. Platform agrees to provide Amagi with a monthly earnings report in CSV or Excel format delivered to a mutually agreed location detailing the official calculations for the month (the “**Revenue Share Earnings Report**”). Platform assumes responsibility for the accuracy and on-time delivery of the Revenue Share Earnings Report to Amagi. The Revenue Share Earnings Report must include a minimum of the following completed columns:
    - a. Channel Name
    - b. Amagi Channel Feed ID
    - c. Territory (2-digit ISO country code)
    - d. Date (YYYY-MM-DD format)
    - e. Ad Impressions Count
    - f. Currency (3-digit code, e.g. USD)
    - g. Platform-Sold Gross Revenue (amount in Currency)
    - h. Platform Ad Sales Deduction (amount in Currency)
    - i. Platform PRO Deduction (if any) (amount in Currency)
    - j. Total Permitted Deductions (amount in Currency)
    - k. Platform-Sold Net Revenue (amount in Currency)
    - l. Provider's Earnings (amount in Currency)
3. In the event these T&Cs terminate with respect to a Platform (e.g., due to breach of contract, etc.), without Amagi's receipt of the Revenue Share Earnings Report needed to calculate content provider payments for a Distribution License, Amagi will calculate the earnings for each Distribution License based on each Distribution Licenses' share of viewing time or such other reasonable manner determined by

Amagi should viewing time data be unavailable.

4. Amagi will pay Customer in the currency mutually determined via Amagi CONNECT.
5. In the event of Content Partner utilizing the Amagi Monetization Service or where the Platform monetizes 100% of the Ad Inventory in a Revenue Share Model, or where the Platform utilizes the Amagi Monetization Service, Amagi will have the option to directly deduct the CONNECT Transaction Fee and the Delivery Fees from the amounts due to the Content Partner from the Amagi-Sold Net Ad Revenue or the revenue amounts owed to Content Partner from the Platform, as detailed herein A.g(ii)2.1, as the case may be, or from the amounts due to the Platform from the Amagi-Sold Net Ad Revenue, if and as applicable.

iii. **Other Terms Related to Monetization.**

1. **Independent Controller Status.** With respect to Amagi Monetization Service, the Content Partner, Platform, and Amagi agree to comply with the terms of the Data Protection Addendum [\[available here\]](#). The platform shall provide Amagi with access to End User Personal Data (*as defined in the DPA*), irrespective of whether it is the Platform or Amagi that elected for such Amagi Monetization Service. Where Amagi is engaged as an Advertising Demand Source, the Platform, Content Partner, and Amagi, shall each have the designation of 'Independent Controller' status with respect to the processing of End User Personal Data (*as defined in the DPA*) in connection with monetization of the Content.
2. **Appropriate Content.** As applicable, Customer represents and warrants that:
  - 2.1. It has ownership of or all necessary licenses, rights, and clearances in and to the Content sufficient to have such Content broadcasted or Distributed for viewing by the intended audience.
  - 2.2. the Content does not contain or promote any material, nor link to any material, that:
    - 2.2.1. is defamatory, obscene, seditious, threatening or likely to incite racial hatred or discrimination,
    - 2.2.2. violates any applicable laws or regulations
    - 2.2.3. violates, infringes upon or misappropriate any rights of any third parties, including but not limited to infringement or misappropriation of intellectual property rights;
    - 2.2.4. contains any viruses, worms, Trojan horses, malware, spyware or other contaminants.
  - 2.3. it shall not knowingly pass and shall ensure that Distribution Partner does not knowingly pass to Company any personal information of children under 13 unless such personal information is accompanied by a COPPA or other equivalent signal or flag.
3. **Promo Inventory.** Amagi may fill unsold Amagi-Sold Inventory with promotional inventory that promotes the Content. Amagi may fill such unsold inventory with promotions for third-party content in Amagi CONNECT only if Content Partner opts-in to such cross-promotion via Amagi CONNECT.
4. **Ad Fraud.** Customers will not, and will not allow/enable/authorize/ encourage any third party to generate fraudulent or otherwise invalid advertising impressions. If Platform or Amagi determines or reasonably believes that advertising activity related to the Content is fraudulent, Platform or Amagi (as applicable) may withhold any payment that would otherwise be owed to Customer and, in Amagi's

sole discretion, Amagi may immediately terminate Customer's account. Under any of the aforementioned circumstances, Platform or Amagi (as applicable) will be entitled to recoup from such Customer any payments previously made that are attributable to fraud.

5. **Amagi as a Collection Agent.** Each Customer appoints Amagi as its agent for the limited purpose of receiving, holding and settling payments to its Distribution License counterparty. Amagi will settle payments that are actually received by Amagi, less any amounts owed to Amagi and subject to these T&Cs. Each Customer agrees that a payment received by Amagi, on behalf of such Customer, satisfies such Customer's obligations to make such payment, regardless of whether Amagi actually settles such payment to the Distribution License counterparty.
  6. Should options for monetization change for a Distribution Service Connection during the Delivery Period, the impacted Customers will be notified and presented with the new monetization option(s) via Amagi CONNECT, and any such changes may take up to 14 days to take effect.
  7. No guarantees are made by any party with respect to advertising fill rates or earnings.
- h. **Representation and Warranties by Content Partner and Platforms.**
- i. **Content Partner Representations and Warranties.** Content Partner represents and warrants that:
    1. By requesting or accepting a Distribution Service Connection with a Platform, Content Partner agrees that the Content adheres to any programming policies, advertising policies, and additional legal terms included in the correlating Platform Listing.
    2. Content Partner has all necessary rights, licenses and clearances in and to the Content in the Territory throughout the Term, including without limitation, music synchronization rights to any music in the Content;
    3. the Content will be free and clear of all liens, claims and encumbrances and will not contain any viruses or other contaminants;
    4. Amagi and/or Platform's use of the Content as permitted hereunder does not infringe upon or violate the rights of any third party, including any person's intellectual property rights, privacy rights or rights of publicity, including any restrictions placed onto Content Partner by third-party platforms (so-called holdbacks), if any;
    5. Any Child-Directed Content will be identified as Child-Directed Content in the Content Listing;
    6. the Content does not violate any applicable laws or incite violence, place individuals or groups in imminent harm, break laws or encourage illegal activity, constitute pornography, facilitate gambling, or contain false or misleading information; and
    7. with respect to each musical composition contained in the Content, Content Partner represents and warrants that the non-dramatic performing rights in and to such musical compositions are: (i) controlled by a performing rights organization; (ii) controlled by Content Partner to the extent necessary to permit Platform's use of the Content hereunder; or (iii) in the public domain throughout the Territory.
  - ii. **Platform Representations and Warranties.** Platform represents and warrants that:
    1. Platform shall take all steps to ensure that the content distributed through its service

- shall not be engaged in piracy and is not unauthorized or unlicensed. Without limiting Amagi's other rights or remedies, Amagi or Content Partner shall have an unconditional right, at any time during the Term, to immediately terminate the Distribution License or the Delivery Period, as applicable, upon written notice, without any liability, if Amagi has a reasonable, good faith belief that Platform has violated this representation.
2. Platform shall maintain throughout the Term industry-standard security measures and precautions with respect to storage and distribution of the Content through its service to prevent the Content from being modified, captured, downloaded, forwarded or otherwise distributed in an unauthorized manner and that the Platform will establish and maintain authorization and authentication protocols to ensure that only those individuals who are authorized by the applicable authorized endpoint to access the Content can do so.
  - iii. **Music Performance Obligations.** For the avoidance of doubt, Amagi is not responsible for music performance licenses and related royalty obligations with performing rights organizations, and unless otherwise agreed between Content Partner and Platform for a Distribution License, Content Partner will be responsible for such obligations for Channels and Platform will be responsible for such obligations for video on-demand programming, if any.

### C. CONNECT Delivery.

- a. **CONNECT Delivery Fee.** For CONNECT Delivery, elected either on a stand-alone basis or for the purpose of Amagi fulfilling the correlating Delivery for a Distribution Service Connection, on a standard or non-standard basis, as agreed on the Transaction Page, concluded through CONNECT Business for the Territory throughout the Delivery Period, provided Content Partner has delivered the Content to Amagi and Platform has successfully completed its technical integration with Amagi, in consideration for a monthly recurring fee throughout the Delivery Period, which fees shall be applicable in the amounts as detailed on Transaction Page.
- b. **CDN & SSAI Fees.** SSAI services on behalf of Platform and Content Provider for the Distribution Service Connection may exclusively be performed by Amagi. If agreed by the Content Partner and the Platform on the Transaction Page, the paying party, be it the Content Partner or the Platform, agrees to pay Amagi for the cost of CDN and, if applicable, SSAI services at the rates agreed via Amagi CONNECT, invoiced by Amagi at the end of each month's billing cycle, either (a): directly charged as CDN and SSAI fees; or (b) as a variable fee attributed to the cost of streaming through to the viewer, charged to Content Partner by quantity of hours of viewing (HOV) in each billing period, with the HOV price agreed for each Distribution Service Connection via Amagi CONNECT.
- c. **Delivery Specifications.** Amagi will ensure the Delivery meets the technical requirements of each Platform, including providing content delivery network (CDN), server-side ad insertion (SSAI), and electronic programming guide (EPG) services when applicable, throughout the Delivery Period. Content Partner will ensure the Channel adheres to all programming and advertising guidelines required by each Platform in its Platform Listing before requesting a Delivery, including without limitation adhering to any rules for ad load, ratings, language and age appropriateness.
- d. If a Platform requires third-party metadata delivery (i.e., EPG delivery through Gracenote) Content Partner will be responsible for obtaining any license required for the Content Partner to provide such metadata.
- e. For the avoidance of doubt, the aforementioned fees do not include other software or services Customers may purchase from Amagi, such as for channel creation or scheduling.

**f. Platform Terms.**

- i. **DRM.** Platform agrees to restrict access to the Content to the Territory using geo IP filtering (geoblocking) technology and to encrypt streaming of the Content with industry-standard copy protection technology (DRM).
- ii. **Ad Restrictions.** In a Revenue Share Model, the Platform shall abide by the advertising guidelines / advertising restriction list supplied to the Platform by the Content Partner from time to time. Without prejudice to the foregoing, the Platform shall use commercially reasonable efforts to enable ad category block technology to prevent any advertisements from undesired IAB categories to be delivered on the Advertising Inventory, and shall use commercially reasonable efforts to cause all third-parties engaged by the Platform to deliver advertisement on the Content to comply the aforementioned guidelines.
- iii. **Access to Platform Analytics Dashboard.** If Amagi's technology is not used by the Platform to stream the Content through to the viewer, preventing Amagi from collecting engagement and/or advertising analytics, Platform agrees to provide Amagi with an analytics dashboard with the engagement and advertising metrics across all Distribution Licenses and a minimum breakdown of the data by Channel, by country, and by day, minimally providing total viewing hours, total unique viewers, total session count, and total ad impressions in the Platform's analytics. Amagi agrees that the Platform may also grant analytics access to a Content Partner if the dashboard is limited to the Content Partner's Channels.
- iv. **Access to Platform API.** If Platform offers an API to other content providers for engagement and/or advertising data, Platform agrees to provide Amagi access to the API for no additional cost throughout the Delivery Period. Platform further agrees Amagi may share such data confidentially with Content Partners (provided the Content Partner only sees data attributed to their Distribution License(s)), but Amagi has no obligation to share API-delivered data.
- v. **SSAI Services.** SSAI services on behalf of Platform and Content Provider for the Distribution Service Connection may exclusively be performed by Amagi.

**4. Termination of Plans; Connection Cancellations.**

- 4.1 Termination of Plans: CONNECT Business is an annual subscription plan, paid for annually or monthly plan, that renews automatically unless the Customer provides a notice of non-renewal at least 30 days prior to such renewal. However, notwithstanding the termination of a CONNECT Business subscription, the Connections formed as a result shall continue unless expressly terminated by the Customers between themselves. CONNECT Delivery and CONNECT Platforms are annual subscription plans, paid for monthly, that can be terminated by providing Amagi with 90 days prior written notice.
- 4.2 Connection Cancellations: Customers or Amagi may cancel a Distribution Service Connection via Amagi CONNECT for any reason at any time, through email to [connectsupport@amagi.com](mailto:connectsupport@amagi.com), and doing so automatically requests a cancellation for the correlating Delivery and Distribution License (if any), except:
  - a. Content Partners may not cancel a Delivery or a Distribution License in the first year of the Delivery Period or License Period, respectively, unless the cancellation is first requested by Platform, the Content has become subject to a legal claim of infringement, or if the Delivery of the Content is no longer commercially viable;
  - b. Cancellation of Deliveries takes effect 30 days after the request is submitted by the Content Partner via Amagi CONNECT;
  - c. Termination of Distribution Licenses takes effect 90 days after the request is submitted by

Customer via Amagi CONNECT; and

- d. The cancellation of Delivery Fees and Content syndication fees (if any) takes effect at the end of the monthly billing period in which the associated Delivery cancelation takes effect, unless canceled in the final 14 days of the current billing period, in which case the cancellation of Delivery Fees and Content syndication fees (if any) takes effect at the end of the next billing period.

#### 4.3 Notwithstanding the foregoing section:

If Customers elect to add additional deliveries to any existing Connection, through Distribution Connection Service, the Customer shall then be required to pay a commission, as indicated on the Transaction Page, along with the fees applicable towards Distribution Connection Service.

For the avoidance of doubt, with regards to the conversion, Amagi is not responsible for any delays by the Platform to change the licensor in Platform's own systems, which includes without limitation any delays by Platform switching the bank account in which any correlating revenues due to Content Partner in its direct license agreement with Platform are paid by Platform.

## 5. Taxes

All fees or payments in respect of any transactions on Amagi CONNECT are exclusive of all taxes, levies, duties or similar governmental assessments of any nature, including any sales, use, value-added and similar taxes (collectively, "**Taxes**"). Customer shall be responsible for the payment of all Taxes (excluding taxes based on Amagi's income). If Amagi has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Company will invoice Customer and Customer will pay that amount unless Customer provides Amagi with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 6. Term and Termination

The "**Term**" of these T&Cs begins with Customer's acceptance of these terms and runs until the Customer's Amagi CONNECT account is closed, except Customer may not close their account while any Listing Periods, License Periods, or Delivery Periods remain active.

## 7. Governing Law and Venue

These T&Cs shall be governed by the laws specified in the Amagi Contracting Entity and Governing Law section below, without reference to conflicts of laws principles. The courts located in the applicable venue specified in the Amagi Contracting Entity and Governing Law section below shall have exclusive jurisdiction over any dispute or claim related to these T&Cs.

### Amagi Contracting Entity and Governing Law

Customer Domicile	Amagi Contracting Party	Governing Law	Governing Courts
The United States of America, Mexico or a country in Central or South America or the Caribbean	Amagi Corporation	The laws of the State of New York and the United States	The state or Federal courts in New York, New York

Canada	Amagi Canada Corporation	The laws of the Province of Ontario and Canada	The provincial or federal courts located in Toronto, Ontario, Canada
EMEA Region	Amagi Media Private Limited	The laws of England and Wales	The courts of London, England
South-East Asia, all countries in the Asia Pacific region except India	Amagi Media Labs Pte Limited	The laws of Singapore	The courts of Singapore
India	Amagi Media Labs Private Limited	The laws of India	The courts in Bangalore, India
Rest of World	Amagi Corporation	The laws of the State of New York and the United States	The state or Federal courts in New York, New York