

**SEVENTH AMENDMENT TO SOFTWARE LICENSE AND HARDWARE
MAINTENANCE AND SUPPORT AGREEMENT FOR UPLINK SOLUTION**

LIVEU, INC.

**(Software License and Hardware Maintenance and Support Agreement
for Uplink Solution)**

THIS SEVENTH AMENDMENT TO SOFTWARE LICENSE AND HARDWARE MAINTENANCE AND SUPPORT AGREEMENT FOR UPLINK SOLUTION (“Amendment”) is made and entered into this ____ day of _____, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, and LIVEU, INC., a Delaware corporation duly authorized to do business in California, with its principal offices at 2 University Plaza Drive, Hackensack, NJ 07601 (“LiveU”) as described below.

RECITALS

WHEREAS, on or about September 14, 2011, the City and LiveU entered into a Lease Agreement for the rental of hardware and software equipment (as referenced above, the “Agreement”). The Agreement was subsequently renamed from “Lease Agreement for Rental of Software and Hardware Equipment Agreement for Uplink Solution” to “Software License and Hardware Maintenance and Support Agreement for Uplink Solution”;

WHEREAS, on or about June 1, 2014, Customer and LiveU entered into a First Amendment to the Agreement;

WHEREAS, on or about April 1, 2016, Customer and LiveU entered into a Second Amendment to the Agreement;

WHEREAS, on or about August 15, 2017, Customer issued Purchase Order No. 180252 to continue and renew the Agreement terms, and parties thereafter deemed Purchase Order No. 180252 as equivalent to a third amendment to the Agreement;

WHEREAS, on or about April 1, 2018, Customer and LiveU entered into a Fourth Amendment to the Agreement;

WHEREAS, on or about October 1, 2020, Customer and LiveU entered into a Fifth Amendment to the Agreement;

WHEREAS, on or about October 27, 2021, Customer and LiveU entered into a Sixth Amendment to the Agreement;

WHEREAS, the City continues to need and use the goods and services provided under the Agreement; and

WHEREAS, the City desires to continue to receive and utilize, and LiveU desires to provide, the services under the Agreement.

The parties hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended to June 30, 2026.
2. **Compensation.** Annual compensation shall not exceed Eighteen Thousand One Hundred Sixty Two Dollars (\$18,162.00) for each year of the extended term of the Agreement, in accord with the quotation attached hereto as Exhibit A-1 and incorporated herein by this reference.
3. Except as amended by this Amendment, all terms under the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Customer and LiveU have caused this Seventh Amendment to Software License And Hardware Maintenance And Support Agreement For Uplink Solution to be duly executed and effective as of the date written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

LIVEU, INC., a Delaware corporation
authorized to do business in California

By: _____
City Manager

By: *Yana Menaker* _____

Yana Menaker, CFO

[Name and Title]

Attest: _____
City Clerk

and

Michael Savello

By: Michael Savello (Apr 7, 2023 06:43 EDT)

APPROVED AS TO FORM:

Michael Savello, VP Sales

[Name and Title]

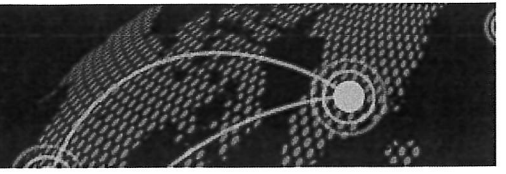
By: *Susan Wilson*
Susan Wilson (Apr 10, 2023 10:53 PDT)
Assistant City Attorney

Certified as to Availability of Funds:

By: *[Signature]*
Chief Financial Officer

EXHIBIT A-1

QUOTATION



LiveU inc.

Proposal for: City of Riverside California

Offered by: Rusty Six

Email: rusty@liveu.tv

Tel: +1 8185196667

Currency: USD

Issue Date: Mar 23, 2023

Valid until: May 16, 2023

Proposal Reference: Q-18818-LU

Proposal name: City of Riverside (Data-SLA-Subscriptions) July 1, 2023 through June 30, 2026
Renewal (SLA 15% off)

Dear Customer,

Thanks again for the opportunity to present our proposal for LiveU's solution.

LiveU is shaping the future of live video, powering video production workflows and cloud services for news, sports, and other verticals.

Building on our global market leadership and innovation, we offer end-to-end solutions based on our next-gen live video platform.

We are confident that our award-winning product suite can help you build your viewership and grow your business. If you have any questions, please don't hesitate to contact me.

Looking forward to hearing from you.

Best regards,

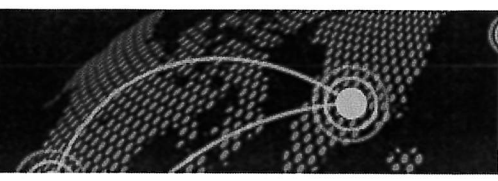
A handwritten signature in black ink that reads "Rusty Six". The signature is written in a cursive, flowing style.

Rusty Six | Sales Manager, West Coast

Tel: +1 8185196667

Email: rusty@liveu.tv

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Pricing

#	Part No.	Product	Device Serial Number (Ref. P/N)	Qty.	Period	Pricing Type	Sales Type	Net Unit Price	Net Price
1	LU-Renewal	LU-SLA	6H1935-06777 (LU600-DVB-HEVC-HD)	3	1	Yearly	Lease - Renewal	\$2,203.20	\$6,609.60
2	LU-Renewal	LU-SLA	612008-09655 (LU610-4K)	3	1	Yearly	Lease - Renewal	\$1,346.40	\$4,039.20
3	LU-Renewal	LU-SLA	A326082X0207372 (LU10-SV-1UL04)	3	1	Yearly	Lease - Renewal	\$991.13	\$2,973.40
4	LU-Renewal	LU-MTX-MEM-ENTRY-02	(N/A)	3	12	Monthly	Lease - Renewal	\$125.00	\$4,500.00
5	LU-Renewal	LU-VRPRO-LIC	B3R2R53 (LU10-SV-VR02-BASIC)	3	12	Monthly	Lease - Renewal	\$83.33	\$2,999.88
6	LU-Renewal	LU-SMART-PACKAGE	()	3	12	Monthly	Lease - Renewal	\$245.00	\$8,820.00
7	LU-Renewal	LU-DATA-050	6H1935-06777 (LU600-DVB-HEVC-HD)	3	12	Monthly	Lease - Renewal	\$500.00	\$18,000.00
8	LU-Renewal	LU-PRIORITY-D	6H1935-06777 (LU600-DVB-HEVC-HD)	6	12	Monthly	Lease - Renewal	\$30.00	\$2,160.00
Total Net Price									\$50,102.08

Product Details

#	Part No.	Product	Start Date	End Date	Comment
1	LU-Renewal	LU-SLA	Jul 1, 2023	Jun 30, 2026	
2	LU-Renewal	LU-SLA	Jul 1, 2023	Jun 30, 2026	
3	LU-Renewal	LU-SLA	Jul 1, 2023	Jun 30, 2026	
4	LU-Renewal	LU-MTX-MEM-ENTRY-02	Jul 1, 2023	Jun 30, 2026	
5	LU-Renewal	LU-VRPRO-LIC	Jul 1, 2023	Jun 30, 2026	
6	LU-Renewal	LU-SMART-PACKAGE	Jul 1, 2023	Jun 30, 2026	
7	LU-Renewal	LU-DATA-050	Jul 1, 2023	Jun 30, 2026	
8	LU-Renewal	LU-PRIORITY-D	Jul 1, 2023	Jun 30, 2026	

ADDITIONAL TERMS

- Payment terms for purchase: As per Agreement
- Payment terms for recurring: As per Agreement, Quarterly in advance
- Delivery terms: DAP - Deliver at Place
- Delivery: 30 days ARO
- All prices are in the US Dollars
- Prices are exclusive of all applicable taxes. Sales Taxes will be added to the confirmed order. If tax exempt, please send tax exemption form.

GENERAL

This order is governed by the LiveU Master Lease Agreement dated September 14, 2011 and Amendment #7 dated March 2023 between City of Riverside, California and LiveU Inc

- Lease includes Support and Maintenance (24x7 email, telephone and remote support, software updates, advanced hardware replacement to address hardware issues) and use of LiveU Central for the term of the lease. Initial remote training also included
- Purchase includes Support and Maintenance (24x7 email, telephone and remote support, software updates, hardware replacement to address hardware issues) and use of LiveU Central for the first 12 months. Initial remote training also included.

15% discount on SLA for (3) year amended agreement.

No Auto-Renewals beyond the (3) year agreement.

Billing Address:

3900 Main St.
Riverside, California 92522
United States

Shipping Address:

3900 Main St.
Riverside, California 92522
United States