

**EIGHTH 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 EIGHTH AMENDMENT TO SOFTWARE LICENSE AND HARDWARE MAINTENANCE AND SUPPORT AGREEMENT FOR UPLINK SOLUTION (“Amendment”) is made and entered into this ____ day of _____, 2026, 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, on or about May 23, 2023, Customer and LiveU entered into a Seventh 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, 2031.
2. **Compensation.** Annual compensation shall not exceed Fifteen Thousand Seven Hundred Three Dollars (\$15,703) for each year of the extended term of the Agreement, plus a potential change order in the amount of an additional Two Thousand Three Hundred Fifty-Five Dollars and Forty-Five Cents (\$2,355.45), for a total not to exceed amount of Eighteen Thousand Fifty-Eight Dollars and Forty-Five Cents (\$18,058.45), in accord with the quotation attached hereto as Exhibit A-1 and incorporated herein by this reference. Over the five-year term, the base contract amount shall not exceed Seventy-Eight Thousand Five Hundred Fifteen Dollars (\$78,515), plus a potential total change order in the amount of an additional Eleven Thousand Seven Hundred Seventy-Seven Dollars and Twenty-Five Cents (\$11,777.25), for a total not to exceed contract amount of Ninety Thousand Two Hundred Ninety-Two Dollars and Twenty-Five Cents (\$90,292.25).
3. Except as amended by this Amendment, all terms under the Agreement remain unchanged and in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE.]

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*

Attest: _____
City Clerk

CFO

[Name and Title]

APPROVED AS TO FORM:

and
By: *Janel Moorefield*
[Janel Moorefield \(Mar 30, 2026 08:55:51 EDT\)](#)

By: *Sean Murphy*
Assistant City Attorney

Janel Moorefield, SVP of Sales, Americas

[Name and Title]

Certified as to Availability of Funds:

By: *Julia Nemes*
Chief Financial Officer

313442 SBM 3.2.26

EXHIBIT A-1

QUOTATION

Proposal for: City of Riverside California

Brittney Hodge

LiveU inc.

Offered by: Derek Felton

Email: derekf@liveu.tv

Tel: +15042564018

Currency: USD (\$)

Date of Issue: Mar 25, 2026

Valid until: Jun 30, 2026

Proposal Reference: Q-72385-LU

Proposal name: City of Riverside California Work
Opp Q2-2026

Dear Brittney,

Thank you once again for the opportunity to share our proposal.

Our mission is to help our customers create more value from video. The LiveU EcoSystem, with its set of IP-video solutions, is designed to add efficiency and shorten workflows across the entire video production chain.

If you have any questions, or require further information on any of our solutions, please don't hesitate to contact me.

Best regards,

A handwritten signature in black ink that reads "Derek Felton". The script is fluid and cursive.

Derek Felton | Customer Success Manager

Tel: +15042564018

Email: derekf@liveu.tv

Follow us on: [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#) | [Instagram](#)



Total Pricing

#	Part No.	Product	Serial Number	Ref. P/N	Qty	Period	Pricing Type	Sales Type	Net Unit Price	Net Price
1	LU-SMART-PACKAGE	LU-Smart Package			1	12	Monthly	Lease - Renewal	\$245.00	\$2,940.00
2	LU-SLA	Warranty & Support	6H1935-06777	LU600-DVB-HEVC-HD	1	1	Yearly	SLA	\$2,204.00	\$2,204.00
3	LU-DATA-050	LiveU 50GB Mobile Data package per month	6H1935-06777	LU600-DVB-HEVC-HD	1	12	Monthly	Lease - Renewal	\$500.00	\$6,000.00
4	LU-SLA	Warranty & Support	612008-09655	LU610-4K	1	1	Yearly	SLA	\$1,347.00	\$1,347.00
5	LU-PRIORITY-D	Priority Data Service	6H1935-06777	LU600-DVB-HEVC-HD	2	12	Monthly	Lease - Renewal	\$30.00	\$720.00
6	LU-SLA	Warranty & Support	A326082X0207372	LU10-SV-1UL04	1	1	Yearly	SLA	\$992.00	\$992.00
7	LU-MTX-MEM-ENTRY-02	Matrix membership for 2 concurrent feeds			1	12	Monthly	Lease - Renewal	\$125.00	\$1,500.00
Total Net Price									\$15,703.00	

Product Details

#	Part No.	Product	Serial Number	Start Date	End Date	Comment
1	LU-SMART-PACKAGE	LU-Smart Package		Jul 1, 2026	Jun 30, 2027	
2	LU-SLA	Warranty & Support	6H1935-06777	Jul 1, 2026	Jun 30, 2027	
3	LU-DATA-050	LiveU 50GB Mobile Data package per month	6H1935-06777	Jul 1, 2026	Jun 30, 2027	
4	LU-SLA	Warranty & Support	612008-09655	Jul 1, 2026	Jun 30, 2027	
5	LU-PRIORITY-D	Priority Data Service	6H1935-06777	Jul 1, 2026	Jun 30, 2027	
6	LU-SLA	Warranty & Support	A326082X0207372	Jul 1, 2026	Jun 30, 2027	
7	LU-MTX-MEM-ENTRY-02	Matrix membership for 2 concurrent feeds		Jul 1, 2026	Jun 30, 2027	

ADDITIONAL TERMS

- Payment Terms: NET 30 Days
- Billing Frequency - Monthly Subscription: Calendar Quarter in Advance
- Billing Frequency - Yearly Subscription: Annual In Advance
- Shipping Terms: DAP - Deliver At Place
- Delivery: 30 days ARO
- All prices are in USD
- 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, as amended, 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.

Billing Address:

3900 Main St.
Riverside, California 92522
United States

Shipping Address:

3900 Main St.
Riverside, California 92522
United States

City of Riverside California

Approved by:

Title:

Date Executed:

Signature: