

STREAMING SOLUTION SERVICES AGREEMENT

THIS AGREEMENT is made on

October 4, 2021

BETWEEN

1. **Public Television Company of Armenia CJSC** with its registered office in Republic of Armenia, Yerevan, 0047, 28 G.Hovsepyan str., registered under number 273.120.03023, tax identification number 01540062 (the "Buyer"); and
2. **LiveStreamingCDN** with its registered office in 1002 Hemphill Ave NW, Atlanta, GA 30318, USA, registered under number 0202193, tax identification number 58-2634375 (the "Service Provider"). LiveStreamingCDN (LSCDN) is an operating unit of Tulip Systems. Tulip Systems provides hosting, monthly support, and other related services to Tulip Systems/LSCDN.

Collectively referred to as the "Parties". **RECITALS**

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

Streaming Platform - Including:

- Three live streaming publishing points.
- Delivery to 20- 30 point-to-point end users (IPTV Providers).
- 24/7 live streaming
- 24- hour catch up/ DVR
- Geo Blocking for 3 channels
- IP host Whitelisting for 3rd part OTT providers (Only for International channels)
- Access to player's timecode to link EPG
- Whitelisting all 20-30 IP end points
- Set up – Management - Monitoring
- Client will push data to CON via RTMP

Bandwidth:

- 250 Terabytes Per Month (Included)

1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services on **October 4, 2021**.
- b. **Completion date:** The contract is for a term of **twelve months** from the Start date and is auto renewable for twelve months' periods unless terminated by either Party.

1.3 Price

As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is

- **USO 4,500.00** Monthly payment

Any additional update or modification that is not agreed upon in writing as part of this agreement is billed at a standard hourly rate of USD 195 per hour.

1.4 Payment

- a. The Service Provider shall invoice the Buyer for the Services to the Buyer monthly, on the first day of the month.
- b. The Buyer shall pay such invoices within 10 days of their receipt from the Service Provider.
- c. The method of payment of the Price by the Buyer to the Service Provider shall be by wire transfer to the following account:

Bank: SunTrust Bank, Atlanta Bank Address: P.O. Box 622227, Orlando, FL 32862-2227
SWIFT: SNTRUS3A
ABA: 061000104
Account#: 0008800777099
Name: Tuix Systems, Inc.
Bank Contact: Charles Runge
Phone#: 1.678.632.9172
FAX#: 1. 770.960.3274

2. General terms

2.1 Warranty

- a. The Service Provider represents and warrants that:
 - i. it will perform the Services with reasonable care and skill; and
 - ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.3 Limitation of liability

- a. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b. To the extent it is lawful to exclude the following heads of loss and subject to the Buyer's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- c. Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.4 Term and Termination

- a. This Agreement shall be effective on the date provided in Clause 1.2 and shall continue, unless terminated sooner in accordance with Clause 2.4(b), until the Completion Date.
- b. Either Party may terminate this Agreement upon notice in writing if:
 - i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party or;
 - ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made, or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country

of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver, or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

- c. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 Confidentiality

Neither Party will use, copy, adapt, alter, or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.7 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission, or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party.

2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term, or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, 2.7 and 2.8 of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes

arising out of or in connection with this Agreement to the non-exclusive jurisdiction of the courts in the Territory.

SIGNATURES

Public Television Company of Armenia

Company

Hovhannes Movsisyan

Representative Name

Executive Director

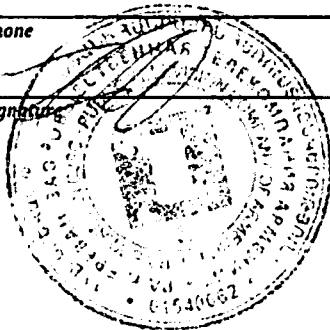
Title

+374 10 650015

Phone

Signature

Date



LiveStreamingCDN.com

Company

Gia "George" Boudhava

Representative Name

CEO

Title

(404) 584-5075

Phone

Signature

Date

Oct 25/2021