**CONTRACT TERM SHEET**

**This Term Sheet** is subject to, and incorporated into, the terms set out in the PARTNER CONTRACT.

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| **SERVICE PARTNER INFORMATION**Company Name: Service Partner Address:Contact Name: Contact Phone/E-Mail:  |  |
| **TERM**Initial Period (Months):Renewal: |  |
| **Start Date**: |  |
| **Invoicing**Invoice Period:Invoice Currency: **Payment Terms:** | Monthly/~~Quarterly~~ *[Delete as appropriate]*Sterling/~~Euro~~ *[Delete as appropriate]*30 days from invoice – see clause 4.3 |
| **Additional Terms:** | This Contract will cover the distribution of Airtime and also any relevant linear channels.Each installation of any service will require a separate agreement with the end user to avoid sub-licensing. |

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| The Parties hereby agree to the terms set out in this TERM SHEET and the CONTRACT. |
| **Signed on Behalf of the SERVICE PARTNER:**Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Signed on behalf of****TECHLIVE INTERNATIONAL**Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**PARTNER CONTRACT (“CONTRACT”)**

**BETWEEN:**

Techlive International Limited, a company registered in England (registered number 2375877) and whose principle office is at Lime Place, Rosier Business Park, Billingshurst, West Sussex RH14 9DE United Kingdom, hereafter referred to as TECHLIVE INTERNATIONAL.

**AND**

the company or organisation specified in the **TERM SHEET** as the SERVICE PARTNER.

The **TERM SHEET** is at the front of this CONTRACT and sets out the principal commercial terms of the CONTRACT between the PARTIES and the TERM SHEET is incorporated into, and forms part of, this CONTRACT.

The Parties hereby agree as follows:

1. **DEFINITIONS**
	1. “**ACTIVATED/ACTIVATION**” means the activation of AIRTIME as provide in clause 2.4;
	2. “**AIRTIME**” means the “airtime” video on demand service as available from TECHLIVE INTERNATIONAL from time to time;
	3. “**AIRTIME TRADE MARK**” means the trade mark set out in Schedule 1 of this CONTRACT;
	4. **“BUSINESS DAY”** means Monday to Friday inclusive, between the hours of 8am and 6pm in the Territory, with the exception of public holidays;
	5. “**CONFIDENTIAL INFORMATION**” means all information relating to or received from or on behalf of a Party (and in the case of TECHLIVE INTERNATIONAL includes the GROUP, CONTENT OWNERS and/or AIRTIME); including, but not limited to, their services, products and businesses communicated or received in any way whatsoever including, but not limited to, orally, in writing, electronically or through observation;
	6. “**CONTENT**” means the entertainment content offered by AIRTIME, including films, broadcast television, satellite channels, music and any other audio-visual material;
	7. “**CONTENT PRICE**” means the fee payable by END USER’s to TECHLIVE INTERNATIONAL for the right to access CONTENT on the IN ROOM EQUIPMENT in their room within the PROPERTY. The Content Price as at the date of this CONTRACT is set out in the TERM SHEET, but may be changed from time to time at TECHLIVE INTERNATIONAL at its sole discretion;
	8. “**CONTENT OWNERS**” means those third parties who own or hold rights to the Content;
	9. “**END USER**” means the person(s) authorised to stay in the PROPERTY by the RECIPIENT and who access Airtime in accordance with the terms and conditions which apply to such access.
	10. “**GUEST ENTERTAINMENT SERVICE**”means the AIRTIME service which is offered to the PROPERTY with no operational cost for the PROPERTY or the SERVICE PARTNER. The CONTENT is paid for on a pay-as-you-play basis by the guest or end user.
	11. “**GUEST ENTERTAINMENT PLUS SERVICE**” means the AIRTIME service which is offered to the PROPERTY for a fixed monthly fee – the SERVICE CHARGE. The guest or end-user will still be liable to pay for the Premium Content on a pay-as-you-play basis.
	12. “**IN-ROOM EQUIPMENT**” means the hardware authorised by TECHLIVE INTERNATIONAL to host AIRTIME within the PROPERTY;
	13. “**IN-ROOM EQUIPMENT COUNT**” means the total number of units of IN-ROOM EQUIPMENT that are authorised for use in the PROPERTY as specified in in the TERM SHEET;
	14. “**INTELLECTUAL PROPERTY**” means all intellectual property and/or industrial rights, including (but not limited to) patents, Trade Marks, registered designs, copyright, database rights, design rights (including (but not limited to) those existing in semiconductor topographies, computer hardware and/or software, case designs and spread sheets), moral rights, know-how, confidential information, and any similar rights anywhere in the world or any applications for any of the above, in or relating to AIRTIME, the CONTENT or otherwise belonging to TECHLIVE INTERNATIONAL, the GROUP and/or the CONTENT OWNERS, whether existing at the date of this Agreement or created thereafter;
	15. “**INVOICE PERIOD**” means the period covered by each invoice. The duration of the INVOICE PERIOD is set out in the TERM SHEET;
	16. “**GROUP**” means TECHLIVE INTERNATIONAL, any holding company of TECHLIVE INTERNATIONAL a holding company of TECHLIVE INTERNATIONAL and/or any entity of which TECHLIVE INTERNATIONAL or a holding company of TECHLIVE INTERNATIONAL owns (directly or indirectly) thirty per cent (30%) or more of the issued share capital.
	17. “**PIN**” means the activation code provided to the SERVICE PARTNER by TECHLIVE INTERNATIONAL
	18. “**PROPERTY**” means the premises owned or managed by the RECIPIENT at the address set out in the respective Service Supply Agreement that permits the SERVICE PARTNER to maintain and operate their IN-ROOM EQUIPMENT.
	19. “**RECIPIENT**” means the entity who owns or manages the PROPERTY who enters into a Service Supply Contract for AIRTIME.
	20. “**SERVICE PARTNER**” means the company who are permitted by TECHLIVE INTERNATIONAL to distribute AIRTIME throughout their contracted PROPERTIES
	21. “**SERVICE PRICE**” means the fee payable by the RECIPIENT to TECHLIVE INTERNATIONAL in respect of each unit of IN-ROOM EQUIPMENT. If applicable the details will be specified in the TERM SHEET.
	22. **“START DATE**” means the date on which AIRTIME will be ACTIVATED and available to END USERS in accordance with clause 2.4 and the TERM SHEET;
	23. **“TERM”** means the period during which this Agreement shall remain in full force and effect as provided in clause 2;
	24. **“TRADE MARKS”** means trade marks (including the AIRTIME TRADE MARK), service marks, trade and business names (including, but not limited to internet domain names), logotypes and designs whether registered or unregistered of TECHLIVE INTERNATIONAL, the GROUP and/or the CONTENT OWNERS and include those being designed or considered for use from time to time;
	25. “**VIEWING REPORT**” means the monthly overview of the number of END USER transactions on AIRTIME and such other information as TECHLIVE INTERNATIONAL provides in its sole discretion.
2. **TERM & SCOPE**
	1. Subject to clause 11.1, this CONTRACT shall be effected when signed by both parties and shall continue for an initial period specified in the TERM SHEET (“Initial Term”). Thereafter this CONTRACT shall continue for further periods of the Renewal Period specified in the TERM SHEET (each a “Term”) unless terminated by either Party by giving three (3) months prior written notice to expire on the last day of the then current Term. For the avoidance of doubt, the earliest date on which such notice shall take effect shall be the last day of the Initial Term.

2.2 Subject to the terms and conditions hereof, TECHLIVE INTERNATIONAL grants to the SERVICE PARTNER the non‑exclusive, non-transferable license and right to make AIRTIME available to END USERS by means of the IN ROOM EQUIPMENT within the PROPERTY in accordance with the terms and conditions of this CONTRACT.

2.3 The SERVICE PARTNER hereby agrees to ensure throughout the duration of this Contract that all of the In-Room Equipment COUNT is available to End Users for the purpose of using AIRTIME in accordance with the terms and conditions of this CONTRACT.

2.4 The SERVICE PARTNER shall be responsible for the Activation of all units of the IN ROOM EQUIPMENT COUNT by means of the PIN provided by TECHLIVE INTERNATIONAL and the RECIPIENT shall ensure that all units of the IN ROOM EQUIPMENT are ACTIVATED within 30 days of the START DATE specified in the TERM SHEET, but on no account shall any ACTIVATION take place prior to the START DATE.

2.5 The SERVICE PARTNER shall not move (nor allow to the moved) out of the PROPERTY any unit of the IN ROOM EQUIPMENT which has been ACTIVATED. In the event that the RECIPIENT wishes to move any IN ROOM EQUIPMENT it shall give prior written notice to TECHLIVE INTERNATIONAL requesting permission to do so. If TECHLIVE INTERNATIONAL (acting in its sole discretion) gives written consent to such request the RECIPIENT shall ensure that the unit of IN ROOM EQUIPMENT being moved has been deactivated and is unable to access AIRTIME prior to such move.

2.6 The RECIPIENT will pay a SERVICE PRICE to TECHLIVE INTERNATIONAL (in which case clause 4.1 shall apply) as specified in the TERM SHEET.

2.7 When accessing Airtime and/or Content the END USER will be required to agree to TECHLIVE INTERNATIONAL’s Terms of Use and the END USER will enter into a direct contractual relationship with TECHLIVE INTERNATIONAL. The CONTENT PRICE paid the END USER will be collected by means of electronic payment within AIRTIME.

* 1. The CONTENT PRICE is determined by TECHLIVE INTERNATIONAL and is subject to change at the sole discretion of TECHLIVE INTERNATIONAL. TECHLIVE INTERNATIONAL shall inform the RECIPIENT of any changes to the CONTENT PRICE as soon as reasonably feasible after such change.
	2. For the duration of this CONTRACT TECHLIVE INTERNATIONAL will be the exclusive supplier of video on demand, films and television in the PROPERTY and the RECIPIENT shall not make available, sell, distribute or otherwise market or promote any other video on demand film and/or television programming and other visual and/or audio content in the PROPERTY. Real-time broadcast television and satellite channels are excluded from this restriction.
1. **GUARANTEES**
	1. TECHLIVE INTERNATIONAL shall be entitled to require that the SERVICE PARTNER provide a guarantor to guarantee the SERVICE PARTNER’s obligations under this CONTRACT and if requested to do so will provide to TECHLIVE INTERNATIONAL details of a related (i.e. common shareholders, common Directors, or common ownership) third party company which will be called upon to provide such guarantees.
2. **APPLICABLE COMMERCIAL MODEL & PAYMENT**

4.1 **SERVICE PRICE**

 4.1.1 If stated in the TERM SHEET the RECIPIENT will for each INVOICE PERIOD pay to TECHLIVE INTERNATIONAL the SERVICE PRICE for all units of the IN ROOM EQUIPMENT COUNT.

 4.1.2 In consideration of the SERVICE PRICE the RECIPIENT shall be entitled to allow END USERS to access CONTENT by means of the IN ROOM EQUIPMENT without the payment of additional fees for the INVOICE PERIOD. For the avoidance of doubt, the RECIPIENT will not be permitted to charge END USERS for CONTENT.

* + 1. The SERVICE PRICE shall be payable in advance. At least thirty (30) days prior to each INVOICE PERIOD (the “RELEVANT INVOICE PERIOD”) the RECIPIENT shall self invoice for the full amount of SERVICE PRICE payable in respect of the RELEVANT INVOICE PERIOD and the RECIPIENT shall make payment to TECHLIVE INTERNATIONAL in respect of such invoice at least thirty (30) days prior to the first day of the RELEVANT INVOICE PERIOD.
		2. In the event that the SERVICE PRICE remains unpaid on the due date TECHLIVE INTERNATIONAL shall be entitled to block access to AIRTIME and/or the CONTENT.
			1. On the expiry of the INITIAL TERM and each subsequent TERM the PARTIES will discuss the appropriate increase to the SERVICE PRICE, if the PARTIES agree an increase this will be effective upon written agreement of both PARTIES. If the PARTIES fail to agree an increase, the SERVICE PRICE will automatically increase by five per cent (5%) effective as of the first day of the new TERM.
	1. **GENERAL PAYMENT & AUDIT**

4.2.1 All payments arising under the terms of this CONTRACT shall be made in Pounds Sterling, US Dollars or Euros (as specified in the TERM SHEET) to the bank account notified to the paying PARTY by the receiving PARTY. The RECIPIENT shall be responsible for any intermediary bank transfer fees or third party fees incurred whilst processing payment.

4.2.2 All payments due under this CONTRACT are exclusive of Value Added Tax and the paying PARTY shall pay all applicable Value Added Tax (or any other similar tax or duty).

4.2.3 If any sum payable under this CONTRACT is not paid when due the PARTY entitled to payment may claim interest from the due date until payment is made in full, both before and after any judgment, at two per cent (2%) per annum over the base rate of Lloyds Bank Plc from time to time

4.2.4 During the Term of this Agreement and for a period of three years after the expiry or earlier termination of this Agreement the RECIPIENT shall create and maintain full records of its activities under this CONTRACT. Each PARTY shall be entitled upon reasonable notice permit the other Party or its authorised representative during normal business hours to inspect and take copies of all such records.

* 1. **SERVICE PARTNER COMMISSION**
		1. In consideration of the SERVICE PRICE the SERVICE PARTNER can charge the PROPERTY a fee in excess of the SERVICE PRICE for a GUEST ENTERTAINMENT PLUS SERVICE and yield the difference as a monthly commission by invoicing TECHLIVE INTERNATIONAL.
		2. Each PROPERTY will require a Service Supply Contract where the SERVICE PRICE will be disclosed as the figure agreed by the SERVICE PARTNER.
		3. Payment of commission will be monthly in arrears upon receipt of a valid invoice. Payment will be made 30 days from receipt of the invoice.
		4. The SERVICE PARTNER cannot charge less than the SERVICE PRICE outlined in the TERMS without prior written consent from TECHLIVE INTERNATIONAL.
1. **CHANGE of IN ROOM EQUIPMENT COUNT**
	1. In the event the RECIPIENT wishes to increase the IN-ROOM EQUIPMENT COUNT a prior written request must be made by the RECIPIENT to TECHLIVE INTERNATIONAL within ten (10) Business Days of the first date of the intended ACTIVATION of the additional IN ROOM EQUIPMENT. TECHLIVE INTERNATIONAL shall respond to such request within ten (10) BUSINESS DAYS and shall agree to such increase unless TECHLIVE INTERNATIONAL has reasonable ground to reject such request. The acceptance of any request to reduce the number of IN ROOM EQUIPMENT COUNT shall be at TECHLIVE INTERNATIONAL’s sole discretion.
2. **SERVICE PARTNER's OBLIGATIONS**
	1. The SERVICE PARTNER shall ensure that all units of the IN-ROOM EQUIPMENT COUNT are ACTIVATED and available to End Users for the purpose of using AIRTIME throughout the duration of this CONTRACT.
	2. The SERVICE PARTNER shall be provided with the PIN which shall be used by the SERVICE PARTNER for the sole purpose of the ACTIVATION of the IN ROOM EQUIPMENT. The SERVICE PARTNER shall keep the PIN safe and secure and shall ensure that the PIN is not disclosed to, available to, or used by any third party (including, but not limited to, the SERVICE PARTNER’s staff, customers and END USERS).
	3. The SERVICE PARTNER shall at all times throughout the duration of this CONTRACT provide, maintain and connect to all units of the IN ROOM EQUIPMENT COUNT a broadband internet service which provides the minimum internet speed and capacity defined in the TERM SHEET.
	4. The SERVICE PARTNER shall provide all representatives of TECHLIVE INTERNATIONAL or their appointed agents with free access to the IN-ROOM EQUIPMENT for the purpose of maintaining AIRTIME.
	5. For the duration of the CONTRACT the SERVICE PARTNER shall promote the availability of AIRTIME within the PROPERTY by way of advertising on the PROPERTY’s website, promoting within the PROPERTY on any existing platform or platform installed after AIRTIME has been ACTIVATED and shall prominently display information about Airtime near to each unit of the IN-ROOM EQUIPMENT.
	6. The SERVICE PARTNER warrants and represents that it is the absolute legal and beneficial owner of, or has exclusive possession, control and use of the IN-ROOM EQUIPMENT in the PROPERTY.
	7. The SERVICE PARTNER shall be responsible for informing the RECIPIENT that the RECIPIENT shall be responsible for obtaining and maintaining all such performing rights licenses as may be required in order to perform and/or display Content in the Property as per the Service Supply Agreement.
3. **RIGHTS & RESTRICTIONS**
	1. The SERVICE PARTNER is hereby granted the right to ACTIVATE the IN ROOM EQUIPMENT in order to enable END USERS at the PROPERTY to access AIRTIME and purchase access to the CONTENT subject to TECHLIVE INTERNATIONAL’S Terms of Use.
	2. The SERVICE PARTNER shall:
		1. only permit Airtime and/or the Content to be accessed by END USERS for their personal viewing and shall not (and shall not allow) any CONTENT to be viewed in areas accessible to the public and/or common areas;
		2. ensure that END USERS are only be able to access and/or receive Airtime and/or the CONTENT via the IN-ROOM EQUIPMENT.
		3. not download, copy, reproduce, duplicate, alter, modify, sell, rent, create derivative works, share, publish, post, broadcast, transmit, retransmit, frame or make available to the public any part of AIRTIME and/or the CONTENT or permit or assist anyone else to do so;
		4. not allow (or permit) any CONTENT to be rebroadcast, retransmitted, resold, recorded, cablecast or otherwise shared and not assist or permit anyone else to do so;
		5. shall not use any CONTENT or AIRTIME for any unlawful purpose or permit or assist anyone else to do so;
		6. not remove or alter any proprietary notices on AIRTIMEand/or the CONTENT or permit or assist anyone else to do so;
		7. not disable, bypass, remove, change, modify, deactivate, impair or otherwise attempt to circumstate any encryption, security measures, copy protection technology or other digital rights management system which is incorporated into or used by or in connection with AIRTIME and/or the CONTENT or permit or assist anyone else to do so;
		8. not hack, reverse engineer, reproduce, decompile, dissemble or otherwise interfere with AIRTIME and/or the CONTENT or permit or assist anyone else to do so; and
		9. comply with all applicable laws and/ regulations regarding its use and/or exhibition of AIRTIME and/or the CONTENT and shall not make any use of or access AIRTIME and/or the CONTENT for any unlawful or improper purpose or permit or assist anyone else to do so.
	3. TECHLIVE INTERNATIONAL will use its reasonable endeavours to ensure that the certification rating of the CONTENT is appropriate. If the SERVICE PARTNER becomes aware that the certificate rating advertised for a film is incorrect within the country in which the PROPERTY is located the SERVICE PARTNER shall promptly notify TECHLIVE INTERNATIONAL.

* 1. The SERVICE PARTNER shall not be permitted to use, or permit the use of, any sequence or excerpt from any CONTENT without the prior written consent of TECHLIVE INTERNATIONAL, which consent (if granted) shall be for the sole purpose of publicising AIRTIME.
	2. The SERVICE PARTNER represents, undertakes and warrants that all promotional or publicity material or literature provided by TECHLIVE INTERNATIONAL and/or created by the SERVICE PARTNER shall not be used by the SERVICE PARTNER in a manner that impairs the quality, meaning or integrity of the CONTENT or bring TECHLIVE INTERNATIONAL, the GROUP or AIRTIME into disrepute or be defamatory of any person.
	3. If the SERVICE PARTNER becomes aware of, or has reason to believe that, any breach of AIRTIME’s and/or the CONTENT OWNER’s INTELLECTUAL PROPERTY and/or other rights are being breach by any third party the SERVICE PARTNER shall immediately provide written notice to TECHLIVE INTERNATIONAL and shall provide such assistance as TECHLIVE INTERNATIONAL may reasonably require to prevent such unauthorised use and/or breach.
	4. All INTELLECTUAL PROPERTY belongs to TECHLIVE INTERNATIONAL and/or the CONTENT OWNERS and no rights in or to the INTELLECTUAL PROPERTY are licenced or otherwise transferred to the SERVICE PARTNER except as expressly stated in this CONTRACT.
1. **TRADE MARKS**
	1. TECHLIVE INTERNATIONAL hereby grants to the SERVICE PARTNER a royalty-free, non-sub licensable, non-transferable licence to use the AIRTIME Trade Mark during the duration of this CONTRACT for the sole purpose of promoting and advertising AIRTIME as permitted under the terms of this CONTRACT.
	2. The SERVICE PARTNER acknowledges that the Trade Marks are the exclusive property of TECHLIVE INTERNATIONAL and/or the CONTENT OWNERS and that the SERVICE PARTNER shall not acquire any proprietary rights in the Trade Marks. The SERVICE PARTNER shall not use any mark, logotype, device or name similar to the Trade Marks or which so nearly resemble the Trade Marks as to be capable of causing confusion or deception.
	3. The SERVICE PARTNER shall comply with the directions of TECHLIVE INTERNATIONAL in respect of the use of the AIRTIME Trade Mark and shall ensure that the AIRTIME Trade Mark is used in accordance with any brand guidelines provided to it by TECHLIVE INTERNATIONAL from time to time.

8.4 The SERVICE PARTNER undertakes not to do, cause or permit to be done any act or thing which will or may impair, damage or be detrimental to the goodwill or reputation associated with the Trade Marks.

8.5 The SERVICE PARTNER undertakes not to register or seek to register any of the Trade Marks, any derivative thereof or any combinations of elements including the Trade Marks, as a trade or service mark (or analogous right), trade name or domain name in any country.

8.6 The licences granted in this clause shall immediately cease and the SERVICE PARTNER shall cease all use of the AIRTIME Trade Mark upon the expiry or other termination of this CONTRACT, and all materials which contain the Trade Marks in the control or possession of the SERVICE PARTNER shall at the expense of the RECIPIENT be destroyed or returned to TECHLIVE INTERNATIONAL as directed by TECHLIVE INTERNATIONAL.

8.7 The SERVICE PARTNER shall provide to TECHLIVE INTERNATIONAL copies of all materials bearing the AIRTIME Trade Mark, the CONTENT, and/or referring to Airtime and/or TECHLIVE INTERTNATIONAL which it intends to use to market, promote and advertise AIRTIME and/or the CONTENT, and such materials are to be provided in English, or with an accompanying English translation of any text included in the materials. The SERVICE PARTNER undertakes not to use or distribute such materials unless and until the same have been approved in writing by TECHLIVE INTERNATIONAL, such approval or disapproval to be provided within twenty(20) business days of the actual receipt of the materials by the TECHLIVE INTERNATIONAL.

8.8 For the purpose of protecting TECHLIVE INTERNATIONAL’s, the GROUP’s and/or the CONTENT OWNER’s, right, title and interest in the Trade Marks, the SERVICE PARTNER shall, where requested by TECHLIVE INTERNATIONAL incorporate the following statement (or such other statement as required by TECHLIVE INTERNATIONAL) “”AIRTIME” and the AIRTIME logo are trademarks of Airwave Europe Limited and are used under licence”.

8.9 In the event that the SERVICE PARTNER (the **“Notifying Party**”) becomes aware of any infringement or potential infringement, or unauthorised use, of the Trade Marks (each, an “**Unauthorised Use**”), the SERVICE PARTNER will promptly provide to TECHLIVE INTERNATIONAL written notice thereof and shall take no action in relation to such Unauthorised Use except as otherwise directed or consented to by TECHLIVE INTERNATIONAL.

8.10 TECHLIVE INTERNATIONAL will have the right, but not the obligation, to bring or defend any claim or action or take any such other steps with respect to each Unauthorised Use as TECHLIVE INTERNATIONAL shall, in its absolute discretion, decide (“**Enforcement Steps**”). The SERVICE PARTNER shall, at the expense of TECHLIVE INTERNATIONAL reasonably co-operate with TECHLIVE INTERNATIONAL in taking any Enforcement Steps.

* 1. Nothing contained in this CONTRACT or any related documents will be deemed to grant to the SERVICE PARTNER any right, title or interest in or under any of the Trade Marks apart from the right to use the same as provided in the clauses above.

**9 PROVISION OF AIRTIME**

9.1 The SERVICE PARTNER acknowledges that AIRTIME may be unavailable from time to time in order to enable maintenance and upgrades to take place. Where reasonably possible TECHLIVE INTERNATIONAL will give prior notice to the SERVICE PARTNER, however, the SERVICE PARTNER acknowledges that this may not always be feasible. TECHLIVE INTERNATIONAL will use its reasonable efforts to avoid Airtime being unavailable for more than five (5) consecutive Business Days.

9.2 TECHLIVE INTERNATIONAL may make changes to AIRTIME and/or the Content from time to time without notice to the SERVICE PARTNER

9.3 TECHLIVE INTERNATIONAL will aim to include in AIRTIME films that have been encoded with the language soundtracks stated in TECHLIVE INTERNATIONAL's marketing literature, however, the availability of soundtracks and/or subtitles is controlled by the CONTENT OWNERS and it is not possible for TECHLIVE INTERNATIONAL to guarantee the availability of sound tracks or subtitles.

9.4 If TECHLIVE INTERNATIONAL has reasonable ground to believe that the SERVICE PARTNER has breached any of the provisions of Clause 7 TECHLIVE INTERNATIONAL may suspend and/or terminate the ACTIVATION of AIRTIME without prior notice, such suspension or termination shall be without prejudice to any other rights or remedies available to TECHLIVE INTERNATIONAL and/or the CONTENT OWNERS.

**10 CONFIDENTIALITY**

10.1 Each PARTY (“the Receiving Party”) hereby agrees that it shall not at any time use, divulge or communicate to any person any Confidential Information belonging to the other party (“the Disclosing Party”) and shall keep all Confidential Information of the Disclosing Party secret and confidential. The Receiving Party shall only use the Confidential Information in the proper performance of its obligations or in the enforcement of its rights arising as a consequence of this CONTRACT. The Receiving Party may permit its employees, agents, sub-contractors, professional advisors and those employees, agents and sub-contractors of its group companies who have a need to know such information for the performance of this CONTRACT (each a “Recipient”) to have access to the Confidential Information of the Disclosing Party provided that the Receiving Party shall ensure that each Recipient keeps the Confidential Information secret and confidential in the manner provided for in this CONTRACT.

10.2 No information shall be subject to the restrictions of clause 10.1 which is or becomes:

a) public knowledge otherwise than through a breach of this clause 10;

b) available from a third party who has legitimate possession of it and who is not subject to confidentiality obligations in respect of such information;

c) has been developed independently without any reference to the Confidential Information; or

d) is required to be disclosed by law, regulation or the request of any governmental or other regulatory authority (including (but not limited to) any recognised stock exchange upon which the Receiving Party is listed for the dealing of shares), provided that the Receiving Party shall, where legally permissible, as promptly as practical (and if possible prior to making any disclosure) notify the Disclosing Party of such request and shall use its reasonable endeavours to seek confidential treatment of such information.

10.3 Any party may provide a copy of this CONTRACT to any third party engaged in bona fide negotiations for the purchase of and/or subscription for shares in such party or any company in its group or for the provision of financing to a party or any company in its group of companies, provided that such third party enters into an undertaking to keep the terms of this CONTRACT confidential and not to use any information it obtains from this CONTRACT for any purpose other than the said purchase or subscription of shares or financing.

10.4 The provisions of this clause 10 shall survive the expiry or termination of this CONTRACT (howsoever arising)

**11. TERMINATION**

11.1 This Agreement may be terminated forthwith upon written notice:

11.1.1 by a party if the other party commits a material breach of this CONTRACT;

11.1.2 by a party (the “Innocent Party”) if the other party commits any breach (other than a material breach) of this CONTRACT and fails to remedy the same within 30 days of being required to do so by the Innocent Party; or

11.1.3 by a party if the other party (“the Defaulting Party”) ceases trading or is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of declaring bankrupt or winding up the Defaulting Party or the Defaulting Party enters into bankruptcy, liquidation or administration whether compulsorily or voluntarily, or compounds with its creditors generally or has a receiver or administrative receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or any event analogous to any of the foregoing shall occur in any jurisdiction in which the Defaulting Party is incorporated, resident or carrying on business.

11.2 Upon the expiry or termination of this CONTRACT the ACTIVATION of the IN ROOM EQUIPMENT will be terminated and the SERVICE PARTNER shall ensure that no further access is permitted to AIRTIME and/or the CONTENT.

11.3 In the event that this CONTRACT is terminated due to breach by the SERVICE PARTNER and as a consequence END USER’s are entitled to refunds for the early termination of their access to CONTENT the SERVICE PARTNER shall reimburse the value of all such refunds to TECHLIVE INTERNATIONAL within ten (10) Business Days of being notified of such refunds by TECHLIVE INTERNATIONAL.

11.4 Immediately upon the expiry or other termination of this CONTRACT the SERVICE PARTNER will cease all use of AIRTIME, the CONTENT and all material relating thereto. The SERVICE PARTNER will within five (5) Business DAYS return to or destroy (as directed by TECHLIVE INTERNATIONAL) all CONFIDENTIAL INFORMATION of or relating to TECHLIVE INTERNATIONAL, AIRTIME, the GROUP and the CONTENT OWNERS.

11.5 The termination or expiry of this Agreement (howsoever caused) shall be without prejudice to the rights accrued to either party at the time of such termination or expiry.

11.6 The provisions of Clauses 7.2.3 to 7.2.9 (inclusive) 7.4, 7.7, 8.2, 8.4, 8.5, 8.11, 10, 11.2 to 11.6 (inclusive) and 14 shall survive the expiry or termination of this Agreement (howsoever arising).

1. **ANTI-BRIBERY & POLICIES**
	1. Each Party shall (and shall ensure that any other person or corporate entity it uses for the supply of products or performance of services under or in connection with this CONTARCT shall):
	2. comply with all applicable law relating to bribery and corruption relating to bribery and corruption, and comply with all provisions of the UK legislation The Bribery Act 2010 and the United States Foreign Corrupt Practices Act (the “**Acts**”) as if such Acts were directly applicable to the Party;
	3. not do or omit to do anything if such act or omission does or is likely to cause the other Party to be in breach of any such applicable law;
	4. not give or receive any bribes, including in relation to any public official;
	5. maintain an effective anti-bribery compliance programme which monitors compliance and detects violations; and
	6. reasonably assist the other Party, at that other Party’s reasonable request and expense, to comply with obligations related to bribery and corruption required by applicable law.
	7. The SERVICE PARTNER shall comply (and shall ensure that its’ staff comply) with TECHLIVE INTERNATIONAL’s policies, all applicable laws and or governmental regulations or other decrees relating to sanctions and export controls and all other applicable laws.
2. **DISPUTE RESOLUTION**
	1. In the event of a dispute arising out of or in connection with this CONTRACT either Party may call an extraordinary meeting for the purpose of resolving such dispute or difference by service of not less than ten (10) Business Days' written notice and each Party agrees to procure that its’ designated representative(s) from its management team shall attend all extraordinary meetings called in accordance with this Clause 14.1. This dispute resolution procedure is voluntary and shall not preclude other legal action and/or proceedings.
	2. The members of the meeting in Clause 14.1 shall endeavour in good faith to resolve such dispute. If any dispute referred to a meeting is not resolved at that meeting, then either Party, by notice in writing to the other, may refer the dispute to designated senior officers of both Parties who shall co-operate in good faith to resolve the dispute as amicably as possible within fifteen (15) Business Days’ of service of such notice. If such senior officers fail to resolve the dispute in the allotted time, then this dispute resolution procedure shall be deemed exhausted.
3. **INDEMNITY & LIABILITY**

14.1 The RECIPIENT shall indemnify TECHLIVE INTERNATIONAL against any and all claims, expenses and losses suffered, incurred or sustained by TECHLIVE INTERNATIONAL as a result of, or in connection with, any breach of the SERVICE PARTNER obligations under clauses 7 and 8.

14.2 Except as provide in clauses 14.4 below, neither Party shall under any circumstances be liable for any special, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or for business interruption arising out of in connection with this CONTRACT. regardless of whether such liability arises in tort, (including negligence), strict liability, breach of contract or breach of warranty.

14.3 With the exception of clause 14.1 above, the total liability of a Party to the other Party for all claims under this Agreement whether based on contract, tort (including negligence), statutory duty or otherwise shall be limited to £1,000,000.

* 1. Nothing in this CONTRACT excludes or limits liability for claims with respect to i) either Party’s liability for death or personal injury caused by that Party; iii) either Party’s’ liability for fraud or fraudulent misrepresentation; and iii) any other liability which cannot be excluded by law.
1. **FORCE MAJEURE**

15.1 Both Parties shall be released from their obligations hereunder (save for the obligation to account for payment) to the extent that performance thereof is delayed, hindered or prevented by circumstances beyond the reasonable control of the performing Party and which are unforeseen at the date of this CONTRACT; including (but not limited to) fire, flood, riot, act of Governmental or other regulatory authority, act of God, lightning, explosion, flood, earthquake and industrial action. If such hindrance or prevention of performance lasts for a period of more than sixty (60) days, either Party shall have the right to terminate this Agreement on 30 (thirty) days’ notice to the other.

**16 MISCELLANEOUS**

16.1 The parties agree that the terms and conditions contained in this CONTRACT and the documents referred to herein together constitute the entire agreement between them. in relation to its subject matter and supersedes all agreements and representations made by either Party, whether oral or written.

* 1. For the avoidance of doubt, the SERVICE PARTNER shall have no power or authority to bind, or otherwise enter into contracts on behalf of, TECHLIVE INTERNATIONAL or any member of the GROUP.

16.3 A waiver by either party of any right under this CONTRACT in any one instance shall not be deemed or construed to be a waiver of such right for any similar instance in the future or for any breach hereof.

* 1. The SERVICE PARTNER may not assign or otherwise transfer any of its rights or obligations under this CONTRACT without the prior written consent of TECHLIVE INTERNATIONAL, which consent shall be at TECHLIVE INTERNATIONAL’S sole discretion. TECHLIVE INTERNATIONAL may assign or otherwise transfer this CONTRACT (including its rights and obligations under this CONTRACT) to any member of the GROUP.

16.5 No purported variation of this CONTRACT shall be effective unless made in writing and signed by both parties.

16.6 A person who is not a party to this CONTRACT shall have no rights under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this CONTRACT.

**17** **NOTICES**

17.1 Any notices to be given under or in connection with this CONTRACT shall be made in writing in English and shall be deemed to have been duly given:

i) when delivered, if delivered by hand during a Business Day;

1. when sent, if transmitted by facsimile transmission (transmission confirmed) during a Business Day; or
2. on the second Business Day following despatch if sent by signed for delivery

 in each case delivered to the relevant Party marked for the attention of the CEO at the address specified at the front of this CONTRACT or to such other address(es) as the Parties may from time to time notify each other pursuant to this Clause 18.

**18 GOVERNING LAW AND JURISDICTION**

18.1 This CONTRACT shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of English Courts.

**SHEDULE 1**

**AIRTIME TRADE MARK**

**About the Brand**

Our Brand is important to us.

If we have given you permission to use our Brand (such as our logo(s)) it is important that your use always complies with the specifications set out in these Brand Guidelines.

You must never alter or distort our logo(s) or other Brand assets.

You must not use our logo(s) or other Brand assets without prior written permission.

If you wish to discuss using our Brand, or have any other questions, please contact us at info@airtime.cloud

**The** Airtime **logo family**

 Logo-clean

36.7%

32.0%

31.3%

14%

14%

72%

RGB 237-28-36

HEX #ED1C24

RGB 35-31-32

HEX #231F20

RGB 255-255-255

HEX #FFFFFF

Font: *‘Run Medium’*

Logo-tag

36.7%

32.0%

31.3%

14%

14%

72%

RGB 237-28-36

HEX #ED1C24

RGB 35-31-32

HEX #231F20

RGB 255-255-255

HEX #FFFFFF

Font: *‘Run Medium’*

18.2%

Logo-word

RGB 237-28-36

HEX #ED1C24

RGB 35-31-32

HEX #231F20

Font: *‘Run Medium’*

 Airtime

Logo-Icon

RGB 237-28-36

HEX #ED1C24

RGB 35-31-32

HEX #231F20

RGB 255-255-255

HEX #FFFFFF

Font: *‘Run Medium’*

Logo Use Guidelines

Get media sets in various formats from [www.airtime.cloud/media](http://www.airtime.cloud/media)

**Minimum Size**

The logo must always be displayed at a size large enough to read easily. This will vary based on the resolution of the medium it is being used in—but in general the Airtime **logo-clean** and **logo-tag** should be no smaller than 50pixels in height.

**Backgrounds and usage**

The **logo-clean** and **logo-tag** can be used on black, white or solid colour background. The white background is the preferred choice. When used on a coloured background, it must be used in a colour that provides proper contrast. These logos are intended for use on promotional flyers, websites and other graphical endorsements.

The **logo-word** can only be used on white or variance of white background and is intended for use in documents.

The **logo-icon** is for use on devices where clicking the icon will start the Airtime application, therefore the background is highly configurable but should endeavour to provide proper contrast.

The Airtime **logo-clean** and **logo-tag** may be in the case of event logos, clothing decorations, and branded items intended as giveaways or sale items to promote Airtime. This is intended for non-publication use. Whenever the logo is used in printed publications or in presentations, you should use the **logo-word** for formal documentation and either **logo-clean** or **logo-tag** version for all other publications and presentations.

**Requesting a Variance**

If you wish to use any of our logos in a way that does not comply with these Brand Guidelines for creative reasons, you may request permission from Airtime by sending the proposed design to info@airtime.cloud. In most cases, variances are only granted for use associated with conferences, events and some promotional items.

**Clean Space**

Clean space is an area around the outside of the red square of the **logo-clean** or **logo-tag** equal 2% to the width and height of the red box. No visual item may encroach on the clean space area around the logo, or be attached or connected to the logo other than a solid background which does not obscure its visibility.

**Rotation / Orientation**

At all times, use of the **logo-clean**, **logo-tag**, **logo-word** and **logo-icon** in its normal vertical orientation is preferred. You cannot use another organization or product name relative to the logo within the clear space shown. This is done especially to avoid confusion between the Airtime branding and other words or graphics.

**What not to do**

 Use incorrect font in any Airtime logo

 Create rotation in any Airtime logo

 Use incorrect colourways in any Airtime logo

 Have inappropriate pairing of company logo with any Airtime logo

 Enclose any Airtime logo in a graphic element

 Distorting or dis-proportioning any Airtime logo

 Make any Airtime logo is illegible due to background contrast