

STREAMRAY BROADCAST AGREEMENT

This Streamray Broadcast Agreement (this "**Agreement**") is entered into as of date signed below (the "**Effective Date**"), by and between **Streamray Inc.**, a Nevada corporation ("**Streamray**") with offices at 910 E. Hamilton Ave, Sixth Floor, Campbell, CA 95008, and the undersigned ("**Customer**", "**you**" or "**your**").

RECITALS

WHEREAS, Customer desires to engage Streamray to perform certain services on behalf of Customer; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Streamray is willing to provide such services to Customer.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement or the Payout Schedule (as defined below) shall have the following meanings:

"**API**" means the application programming interface(s) that Streamray provides certain Licensees to resell www.cams.com content to third parties.

"**Chargeback**" means the return of funds to a User or other person initiated by a financial institution or service, including, but not limited to, a chargeback or reversal, following a previous payment by User.

"**Credit**" means the return of funds or other forms of compensation (including, but not limited to, virtual currency such as coins or tokens) to a User or other person, including, but not limited to, an adjustment, credit, refund or return.

"**Intellectual Property Rights**" means, on a world-wide basis, any and all (a) rights associated with works of authorship, including copyrights, moral rights and mask-work rights; (b) patents, patent rights, patent applications, inventions, designs, algorithms and other industrial property rights; (c) trademarks, service marks, trade names, trade dress, symbols, logos, designs and other source identifiers; (d) trade secret rights and rights in and to confidential or proprietary information; (e) other proprietary and intellectual property rights of every kind and nature, including all applications thereof, however designated, whether arising by operation of law, contract, license or otherwise; and (f) any and all registrations, applications, renewals, records, extensions, continuations, divisions, divisions in part and reissues relating to the foregoing, whether now or hereafter in force.

"Streamray Network" means the websites owned, operated and/or controlled by Streamray or its participating affiliated entities, or any third-party websites and other media through which Streamray distributes the Performers' content through the API or other means.

"Streamray Services" means the services provided to Customer by Streamray, including, but not limited to, the (a) marketing and broadcasting of Performers to Users through the Streamray Network and (b) collecting and processing fees paid by Users, directly or indirectly, on the Streamray Network. For clarity, Streamray does not provide ISP, bandwidth or other similar computer or network services to Customers, and the term Streamray Services shall not be deemed to include any such services.

"Payout Schedule" means the Payout Schedule located at www.streamray.com/go/page/percentage-payout.html, as amended from time to time.

"Policy" means the Streamray Broadcast Acceptable Use Policy and Rules located at www.streamray.com/go/page/aup.html, as amended from time to time.

"Performer" means a person who appears on the Streamray Network and has executed either a) this Agreement and the [Broadcast Release](#), or b) if represented by a Studio (defined below), the [Broadcast Release](#) and [Performer's Acknowledgement and Agreement](#). For purposes of 18 USC section 2257, as amended, Performer shall be deemed a "performer" and, if not represented by a Studio, shall be deemed the "primary producer".

"Studio" means a person who represents one or more Performers who have executed the [Performer's Acknowledgement and Agreement](#). For purposes of 18 USC section 2257, as amended, Studio shall be deemed the "primary producer".

"User" means an end-user who accesses the Performers through the Streamray Network.

2. E-COMMERCE SERVICES. Customer hereby agrees to purchase, and Streamray agrees to provide, the Streamray Services in connection with Performer chat based services and personal performances, both live and recorded. Customer hereby grants Streamray the right and license to display and broadcast the Performer through the Streamray Network. Customer may be either a Performer or Studio.

3. CONSIDERATION FOR STREAMRAY SERVICES; PAYMENTS.

(a) Consideration. As set forth more fully in the Payout Schedule, which is hereby incorporated by reference, Customers shall receive a distribution of funds collected by Streamray from Users on the Streamray Network. Any amounts remaining after the Customer receives its distribution of funds is Streamray's compensation.

(b) Payments and Deductions. Streamray will remit the amounts due to Customer on a semi-monthly basis as follows: the 1st through 15th, and the 16th through the month end (each, a "Payment Period"). Streamray will use commercially reasonable efforts to remit the applicable payment, if any, to Customer within five (5) business days following the end of the applicable

Payment Period. Streamray will withhold any taxes or other funds as required by law, and may also further deduct amounts necessary to cover Chargebacks and Credits. Streamray will make the final determination if any Chargeback or Credit is valid and appropriate.

(c) Taxes. Streamray shall also collect funds from User as a tax, levy, tariff, custom, duty or other similar payment required by law or any regulatory authority and which are assessed against delivery, receipt or use of Streamray Services by any government agency or authority (collectively, "Taxes"). Taxes shall be paid by Streamray to the applicable governmental authority, and no portion shall be passed through to Customer.

(d) Compensation of Performers. Payments from Streamray will only be made to the Customer. If Customer is a Studio, Customer is responsible for compensating all Performers based upon the terms of its agreement with such Performers.

4. BROADCAST RELEASE; PERFORMER ACKNOWLEDGEMENT AND AGREEMENT; AND STREAMRAY BROADCAST ACCEPTABLE USE POLICY AND RULES.

(a) Prior to broadcasting on the Streamray Network, each Performer must execute and deliver to Streamray the [Broadcast Release](#). Unless the Performer signs this Agreement, a Performer must also execute and deliver to Streamray a [Performer's Acknowledgement and Agreement](#) ("Performer's Acknowledgement"). Although Customer is solely responsible for the content of the Performer appearances, each Performer must also comply with the Policy, which is hereby incorporated by reference, in connection with the Performer's use of the Streamray Services. Performer's failure to comply with the Policy may result in the termination or suspension of this Agreement or other actions and may also result in legal action taken against Customer, in its capacity as a Studio or Performer.

(b) Customer represents and warrants that it (or any party so engaged or employed by Customer) has no property or other interest in any part of the results and proceeds of any Performer (including, without limitation, the feed, the content, etc.) and hereby quitclaims to Streamray any and all of its right, title and interest in the foregoing.

(c) Customer hereby releases, acquits, forgives, and discharges Streamray from any actions, claims, demands, suits, agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, and in particular arising from any rights, intellectual property disputes or other claims related to this Agreement which said Customer ever had, now has, or which any personal representative, successor, heir or assign of Customer, hereafter can, shall or may have, against Streamray, by reason of any matter, cause or thing whatsoever, from the beginning of time and in perpetuity. This release in Section 4 (c) is binding upon all successors in interest and personal representatives of Customer.

(d) Except as provided herein, Intellectual Property Rights related to Performers are governed solely by the [Broadcast Release](#).

5. TERM; TERMINATION.

(a) Term. This Agreement is effective upon notification to you that Streamray has received all documentation necessary to complete your application to receive Streamray Services and shall remain in effect until terminated by either party as provided herein. Streamray may terminate this Agreement at any time for any reason or no reason and without liability to Customer or any Performer. Streamray will use commercially reasonable efforts to notify Customer of termination pursuant to Section 14 ("Notices"). Customer may terminate this Agreement by providing Streamray with ninety (90) days prior written notice in accordance with Section 14.

(b) Effect of Termination. In the event of termination of this Agreement (except for termination for Customer's or a Performer's breach), Customer will be entitled to receive payments due through the date of termination of this Agreement; provided, however, all rights granted herein to Streamray shall remain vested in perpetuity.

(c) Survival. Except as otherwise set forth herein, upon termination of this Agreement, all obligations of the Parties to each other hereunder shall cease and neither Party shall have any further obligations to the other, except that Sections 1, 3, 4, 9-11, 13-19, 22, 23, 25 and 26 shall survive any termination of this Agreement.

6. CUSTOMERS OBLIGATIONS.

(a) Performer's Age; 18 U.S.C. Section 2257. Customer represents and warrants that it has reviewed (or will review) any government issued identification documents of any Performer(s) that he, she or it represents and that all such Performers are over eighteen (18) years of age or older, and the age of majority and legal consent in the jurisdiction in which they reside, at time of the execution of this Agreement. Each Performer shall also provide to Streamray accurate and complete documentation for purposes of 18 USC section 2257, and its regulations, prior to broadcasting on or through the Streamray Network. Customer further represents and warrants that he, she or it maintains (and will continue to maintain) copies of all government issued identification documents at its principal place of business.

(b) Customer shall immediately notify Streamray in writing if (i) the security or integrity of Streamray has been breached or compromised, or (ii) a third-party claims that Streamray, Customer or a Performer has breached or otherwise violated or invaded such third-party's Intellectual Property Rights or privacy or otherwise makes any complaint about Streamray.

7. CUSTOMER REPRESENTATIONS AND WARRANTIES.

Customer represents and warrants that (a) you have the authority and capacity to enter into this Agreement, (b) you are a business and not a consumer, and (c) if you are entering into this Agreement on behalf of a company or entity, (i) you have the authority to bind such company or entity, and (ii) such company or entity has authorized you to accept this Agreement on its behalf. Customer further represents and warrants he, she or the Performers it represents are over eighteen (18) years of age or older, and the age of majority and legal consent in the jurisdiction in which they reside, at time of the execution of this Agreement. Customer further represents and

warrants to Streamray that neither Customer nor any Performer shall incur, undertake or make any representation, warranty, covenant or agreement on behalf of Streamray or its affiliated entities to or for the benefit of any person or entity.

8. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, STREAMRAY EXPRESSLY DISCLAIMS (ON BEHALF OF ITSELF AND ITS AFFILIATED ENTITIES) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARISING OUT OF CUSTOMER'S OR ANY PERFORMER USE OF THE STREAMRAY SERVICE OR ANY PERFORMER SERVICES PROVIDED BY CUSTOMER. FURTHER, STREAMRAY EXPRESSLY DISAVOWS ANY OBLIGATION TO DEFEND, INDEMNIFY OR HOLD CUSTOMER OR ANY PERFORMER HARMLESS IN CONNECTION WITH ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF SUCH USE OR THE PROVISION OF ANY PERFORMER SERVICES. TO THE EXTENT APPLICABLE LAWS PROHIBIT DISCLAIMING ANY IMPLIED WARRANTY, SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE MINIMUM WARRANTY PERIOD REQUIRED BY LAW, AND IF NO SUCH PERIOD IS REQUIRED, THEN THIRTY (30) DAYS FROM FIRST USE. STREAMRAY DOES NOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF STREAMRAY SERVICES. WITHOUT LIMITING THE FOREGOING, STREAMRAY DOES NOT WARRANT THAT THE STREAMRAY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR GENERATE ANY INCOME ON BEHALF OF CUSTOMER OR ANY PERFORMER.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL STREAMRAY OR ANY OF ITS AFFILIATED ENTITIES BE LIABLE TO CUSTOMER, PERFORMERS OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS ARISING OUT OF CUSTOMER'S OR ANY PERFORMER'S USE, OR INABILITY TO USE, THE STREAMRAY SERVICES, EVEN IF STREAMRAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER FURTHER AGREES TO INDEMNIFY STREAMRAY AND ITS AFFILIATED ENTITIES AND HOLD THEM HARMLESS FOR ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES IN THE EVENT THAT CUSTOMER OR ANY PERFORMERS OR END USERS FIND THE STREAMRAY SERVICES OR PERFORMER SERVICES TO BE OFFENSIVE, HARMFUL, OBSCENE, INACCURATE AND/OR DECEPTIVE. UNDER NO CIRCUMSTANCES SHALL STREAMRAY'S AGGREGATE LIABILITY TO CUSTOMER OR ANY PERFORMER FOR ANY DAMAGES OR CLAIMS OR CAUSES OF ACTION WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT PAID TO STREAMRAY FOR THE STREAMRAY SERVICES, IF ANY, DURING THE NINETY (90) DAY PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH CUSTOMER OR PERFORMER FIRST ASSERTS ANY SUCH CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. STREAMRAY MAY ALSO UPDATE THE STREAMRAY SERVICES AND RELATED

CONTENT WITHOUT INCURRING ANY LIABILITY TO CUSTOMER OR ANY PERFORMER.

10. INDEMNIFICATION. Customer shall defend (or pay Streamray's fees and costs of defense in its sole discretion), indemnify and hold Streamray and its affiliated entities and their successors, affiliated entities, assigns, shareholders, officers, directors, employees and applicable third parties (e.g., licensors, licensees, consultants and contractors) (collectively, the "**Indemnified Person(s)**") harmless against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) brought against the Indemnified Person(s) and arising out of, or related to, (a) the Streamray Services; (b) access to and use of the Streamray Services; or (c) Customer's breach of any term or condition of this Agreement.

11. CONFIDENTIALITY. Any amounts of consideration, and any software, technology, programming, APIs, specifications, materials, guidelines and documentation, or other information designated "confidential" by Streamray shall be kept confidential by you and shall not be disclosed to any third party except as may be required by any court of competent jurisdiction, governmental agency, law, regulation or the rules of any stock exchange.

12. NO AGENCY. No agency, partnership, independent contractor, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither party shall have the power to obligate or bind the other party in any manner whatsoever.

13. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES. The Customer may not assign, sublicense or transfer its, his or her rights or obligations hereunder (whether by operation of law or otherwise) without the prior written approval of Streamray. Streamray shall have the right to assign this Agreement without restriction. The terms and conditions of this Agreement, express or implied, exist only for the benefit of the parties to this Agreement and their respective successors and assigns. No other person or entity is or will be deemed to be a third-party beneficiary of this Agreement.

14. NOTICES. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed to 910 E. Hamilton Ave, Sixth Floor, Campbell, CA 95008 Attn: Legal or to such other address as shall be given in accordance with this Section. If notice is given in person, by courier or facsimile, it shall be effective upon receipt; and if notice is given by mail, it shall be effective upon receipt or three (3) business days after deposit in the mail, whichever is earlier.

15. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules or principles.

16. VENUE. Customer hereby consents to exclusive jurisdiction in California and venue in Santa Clara County, California for all arbitration and other proceedings arising out of this Agreement.

17. ARBITRATION OF DISPUTES. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER (OR ANY PERFORMER) AND STREAMRAY OR ANY OF ITS AFFILIATED ENTITIES OR THEIR AGENTS, EMPLOYEES, PRINCIPALS, SUCCESSORS, OR ASSIGNS ARISING FROM OR RELATING TO THIS AGREEMENT, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY HEREOF, OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT (INCLUDING, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, RELATIONSHIPS WITH THIRD PARTIES WHO ARE NOT SIGNATORIES TO THIS AGREEMENT), SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY JAMS BEFORE A RETIRED JUDGE IN SANTA CLARA COUNTY, CALIFORNIA. In the event such a JAMS proceeding is unavailable for any reason, such disputes shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Agreement, and will be administered by the AAA before a single retired judge. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. This Section and Section 19 below are subject to the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA), as amended. Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. The arbitration proceeding will be limited solely to the dispute or controversy between the parties. CUSTOMER ACKNOWLEDGES THAT IT IS GIVING UP ITS RIGHT TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY WITH RESPECT TO ANY SUCH CLAIM. Nothing in this Section 18 shall be deemed to prohibit Streamray from seeking an injunction or other equitable relief in any court of competent jurisdiction to protect or preserve its or its licensors' Intellectual Property Rights or rights in or to confidential information.

18. CLASS ACTION WAIVER. IN ANY DISPUTE, NEITHER CUSTOMER, ANY PERFORMER NOR ANY OTHER PERSON SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER AFFILIATES OR PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. CUSTOMER ACKNOWLEDGES THAT IT IS GIVING UP ITS RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY SUCH CLAIM.

19. REMEDIES ARE CUMULATIVE. All rights, remedies, undertakings, obligations and agreements contained in this Agreement or available at law, in equity or otherwise, shall be cumulative, and none shall be a limitation of any other remedy, right, undertaking, obligation, or agreement.

20. AGREEMENT BINDING. This Agreement shall be binding upon the parties and their successors, permitted assigns, heirs, affiliates, directors, shareholders, officers, employees and/or agents.

21. FORCE MAJEURE. Streamray shall not be held responsible for delay or failure in performance hereunder caused by acts of God (or natural disasters), terrorism, strikes, embargoes, fires, war, or other causes beyond the affected party's reasonable control.

22. CONSTRUCTION. The headings used herein are for convenience only and shall not be deemed to define, limit or construe the contents of any provision of this Agreement. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

23. INJUNCTIVE RELIEF. Customer's (and each Performer's) sole remedy for breach of any provision of this Agreement shall be an action at law for monetary damages, and in no event shall Customer or any Performer be entitled to any injunctive or other equitable relief. Streamray may bring an action for injunction or other equitable relief to protect its Intellectual Property Rights or rights in or to confidential information and trade secrets.

24. COUNTERPARTS. This Agreement may be executed in counterparts, via any means (including facsimile and e-mail), all of which shall be effective, but when taken together shall comprise one agreement.

25. SEVERABILITY. If any provision of this Agreement is held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its modified terms.

26. MERGER. This Agreement, including the [Broadcast Release](#), the [Payout Schedule](#), the [Policy](#) and any accompanying materials and addendums, represent the entire understanding between the parties with respect to the subject matter hereof and supersede all previous understandings, written, oral or implied. This Agreement may only be amended with the written consent of the parties, and no oral waiver or amendment shall be effective under any circumstances.

27. WAIVER. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.

28. AMENDMENT. Streamray reserves the right to amend this Agreement, including any exhibits or addenda, from time to time. In each such instance, you will be notified in writing by email and/or posting on a Streamray website and given the opportunity to accept the changes to this Agreement using a click through agreement or alternate method as otherwise described at the time of the amendment. Streamray will not enable you to continue to provide Customer Services until you have confirmed your acceptance of an amendment or modification to this Agreement.