TouchTunes

TouchTunes
450 Remington Road
Schaumburg, IL 60173
Ph: 847-419-3300
TouchTunes.com

MASTER SERVICE AGREEMENT

Name of Operator:

_____

Address:

_____

_____

Contact Name:_____

E-Mail: _____

EFFECTIVE DATE:_____

This Master Service Agreement (this "***Agreement***") is by and between TouchTunes Music Company, LLC f/k/a TouchTunes Music Corporation, a Florida limited liability company ("***TouchTunes***"), and the operator set forth above ("***Operator***"). For good and valuable consideration, the receipt of which is acknowledged by each party, the parties agree as follows:

1. JUKEBOXES.

1.1. This Agreement shall apply to any digital jukebox manufactured by TouchTunes or other digital jukebox using the Music Services (as defined below) that is owned or leased by Operator as of or after the Effective Date (each, a "***Jukebox***" and collectively, the "***Jukeboxes***"); *provided, that* any TouchTunes digital jukebox that has been transferred to, or otherwise acquired or leased by, Operator from a third party shall not be a "Jukebox" hereunder unless (i) Operator has provided notice of such transfer, acquisition or lease to TouchTunes; (ii) Operator has provided to TouchTunes all information required by TouchTunes with respect to such transfer, acquisition or lease; and (iii) TouchTunes has consented in writing to such transfer, acquisition or lease.

1.2. Operator shall not install any Jukeboxes in any bar, restaurant, retail store or other business (each, an "***Establishment***") located outside of the United States of America and Puerto Rico. The Jukeboxes shall only be used for commercial purposes and shall not be used for any household or personal purposes.

1.3. Operator shall install and operate each Jukebox in accordance with TouchTunes' written specifications, including such Jukebox's operator manual, as such specifications may be modified by TouchTunes from time to time upon notice to Operator, and in compliance with all applicable laws, rules, regulations, ordinances, and governmental orders (including, without limitation, those regulating noise or decibel levels or requiring abatement procedures for noise emissions) (the "***Applicable Laws***"). Operator shall not install or operate any Jukebox in any Establishment that Operator knows or should know is not in compliance in all material respects with all Applicable Laws. Without limiting the generality of the foregoing, Operator shall not install or operate any Jukebox unless and until it has obtained, or has caused the applicable Establishment to obtain, all applicable permits and licenses.

1.4. Within five (5) business days after installing a Jukebox in an Establishment (including any relocation of a Jukebox), Operator shall notify TouchTunes, via TouchTunes' Tempo website, operator dashboard or other password-protected area of a TouchTunes website as specified by TouchTunes, of the date such

installation was completed and provide the business name, address, city, state, zip code, telephone number, email address and manager name (or name of another appropriate contact person) of the Establishment where Operator installed such Jukebox (and the same information for the principal owner(s) of such Establishment), and a reasonably detailed description of the type of business conducted by, and the demographics of the patrons of, such Establishment. Operator shall ensure that each Jukebox is prominently displayed in the Establishment in which it is installed and accessible to patrons of such Establishment

1.5. TouchTunes shall provide requirements for the operation of each Jukebox's pre-loaded hard drive (the "***Hard Drive***") on TouchTunes' Tempo website, operator dashboard or other password-protected area on a TouchTunes website as specified by TouchTunes. TouchTunes may update or otherwise modify such requirements from time to time upon written notice to Operator. Operator shall use and operate each Hard Drive in accordance with such requirements. In addition, Operator shall not modify or adjust in any manner the software or hardware, including without limitation, the bios settings, of the Hard Drive or any tune central unit (each, a "***Tune Central***"). Operator shall use all commercially reasonable efforts to ensure that the Establishment where any Jukebox is installed does not modify or adjust in any manner the software or hardware of the Hard Drive or Tune Central.

1.6. Operator agrees that at TouchTunes' sole discretion, each Establishment's name and address may be listed on *www.touchtunes.com* (or other TouchTunes website) or otherwise available to individuals who may access the Jukeboxes through TouchTunes mobile or other TouchTunes applications. Each Jukebox shall be enabled for the TouchTunes mobile application and each Jukebox that supports myTouchTunes shall make myTouchTunes available.

1.7. Each Jukebox will be enabled to accept payments by end users via credit and debit cards and other payment methods authorized by TouchTunes through the TouchTunes mobile application. If an end user purchases credits through use of the TouchTunes mobile application, at the time such credits are used to play a Title (as defined below) on a Jukebox, such amount shall be allocated towards such Jukebox's gross revenue (the "***Mobile App Revenue***"), of which (i) TouchTunes receives the fees in accordance with the Fee Schedule (as defined below) and (ii) Operator receives the remaining portion of such Mobile App Revenue. To the extent the Operator portion of the Mobile App Revenue is less than the fees owed to TouchTunes, such Operator portion of the Mobile App Revenue shall be credited by TouchTunes and offset against the fees owed by the Operator to TouchTunes as shall be set forth on the applicable monthly invoice. To the extent that the Operator's portion of the Mobile App Revenue is more than the fees owed to TouchTunes for any given month, TouchTunes shall remit to the Operator such excess amount within thirty (30) days of the end of the applicable month, provided that, if requested by Operator, TouchTunes will use commercially reasonable efforts to pre-pay the Operator such excess amounts each TouchTunes fiscal week (a "***Week***") for the previous Week other than the first Week of each TouchTunes fiscal month ("***Accelerated Payments***"). If TouchTunes recognizes revenue with respect to any credits for the play of Titles purchased by end users through the TouchTunes mobile application that have expired, TouchTunes may allocate such revenue to the Mobile App Revenue for a Jukebox but in no event shall such allocation exceed the percentage of Mobile App Revenue allocated to such Operator's Jukeboxes based on all Mobile App Revenue earned during the TouchTunes fiscal month such credits were purchased. In addition, if any amounts are past due from Operator to TouchTunes, Operator shall not be entitled to Accelerated Payments and TouchTunes shall have the right to offset any balance or amounts due from Operator to TouchTunes under the terms of this Agreement or any other agreement between the parties. TouchTunes shall also have the option in its sole discretion to offer Jukebox users loyalty programs and/or promotional credits for the play of Titles.

2. INTERNET SERVICES.

2.1. Operator shall ensure that each Jukebox has uninterrupted access and is connected to a standard grounded AC (110 volt) continuous electrical power source, and a twenty-four (24) hour per day operational

broadband Internet connection as specified in the applicable Jukebox operator manual, and is otherwise operated strictly in accordance with the owner's manual applicable to that model of digital jukebox, provided that for any Jukebox that is operating on a version of TouchTunes software prior to Open Stage (each, a "***Early Generation Jukebox***") Operator may choose to connect such Jukebox via a local internet service provider.

2.2. Operator shall ensure that each Jukebox communicates with TouchTunes' central server at least once every fourteen (14) days.

2.3. TouchTunes has entered into, and will from time to time in the future enter into, agreements with various broadband Internet service providers ("***Providers***") by which such Providers may agree to provide equipment to TouchTunes' operators to enable Establishments to connect and receive access to broadband Internet services from such Providers. Operator may elect to participate in such services, if available in the broadband areas in which the Establishments serviced by Operator are located, from one or more Providers, subject to the terms of the addendum attached as Exhibit A hereto.

3. SERVICES.

TouchTunes may make the following music services (the "***Music Services***") and photobooth services (the "***PhotoBooth Services***" and together with the Music Services, the "***Services***") available to Operator:

3.1. TouchTunes shall make a wide selection of musical titles ("***Titles***") available for play on the Jukeboxes in accordance with this Section 3.

3.2. TouchTunes will make available (i) a custom music programming service or a fixed non-interactive music programming service (the "***Non-Interactive Background Music Service***") to Operator, which will provide a selection of Titles grouped together and provided on a Jukebox as distinct background lists and (ii) an interactive service that will provide Operator with some free or promotional plays of music on Jukeboxes on the Percentage Program (as defined in the Fee Schedule) (the "***Interactive Background Music Service (Free Plays)***" along with the Non-Interactive Background Music Service, the "***Background Music Service***").

3.3. The PhotoBooth Services provide patrons the ability to take and email digital photographs. TouchTunes shall provide Operator with the necessary software to enable certain TouchTunes approved Jukeboxes to support the PhotoBooth Services (the "***PhotoBooth Software***"), which PhotoBooth Software may be updated by TouchTunes from time to time at TouchTunes' discretion. In no event may Operator use the PhotoBooth Software or the PhotoBooth Services on any product or Jukebox that is not approved by TouchTunes.

3.4. TouchTunes will make technical support for the Services available to Operator via a special service telephone number. Operator shall not disclose such special service telephone number to any Establishment or any other person.

3.5. Operator must provide TouchTunes, via TouchTunes' Tempo website, operator dashboard or other password-protected area of a TouchTunes website as specified by TouchTunes, with one or more email addresses to enable TouchTunes to send automated messages for key system failures or other messages related to the Jukeboxes and/or Services provided hereunder to Operator. Such messages may include, but shall not be limited to, messages that a Jukebox's bill acceptor is not functioning, full or failing, messages relating to a Hard Drive failure, messages about unscheduled reboots, messages about other serious hardware problems related to a Jukebox or messages that a Jukebox is not communicating with TouchTunes' server. Operator or its designated service personnel shall regularly monitor such email addresses for any such messages. In no event shall TouchTunes be required to send such messages, which are solely at the discretion of TouchTunes and for the convenience of Operator.

4. INTELLECTUAL PROPERTY.

4.1. Operator shall not, and shall use its best efforts to ensure that each Establishment and/or patrons of each such Establishment do not, alter, remove, or replace any trademark or notice thereof or notice of patent, copyright, or other such proprietary marking or insignia displayed or otherwise appearing on any Jukebox. Operator shall ensure that there are no markings on the Jukebox that would indicate that the Music Services are provided by anyone other than TouchTunes.

4.2. As between TouchTunes and Operator, TouchTunes and its licensors own, control or exclusively maintain all of the music, software, trademark, trade secret, patent (pending and/or registered) and any other data and intellectual property recorded or installed on, embedded in, or associated with each Jukebox (collectively, the "***Intellectual Property***"). TouchTunes hereby grants to Operator a limited license to use the Intellectual Property solely for the purposes of operating each Jukebox in accordance with this Agreement. Operator shall not infringe or take any other action that could adversely affect in any respect TouchTunes' or its licensors' right, title, or interest in, to, or under any of the Intellectual Property. Without limiting the generality of the foregoing, Operator shall not, and shall not permit any other person to: (i) copy, merge, adapt, translate, modify, rent, lease, sell, sublicense, assign or otherwise reproduce or transfer any Intellectual Property (including, without limitation, any Title or software related to the Jukeboxes); or (ii) copy or otherwise reproduce any printed material relating to any Jukebox provided to Operator by TouchTunes or copyrighted by TouchTunes. The use of musical works and sound recordings copyrighted by third parties in connection with the Jukeboxes are subject to the terms of TouchTunes' license agreements with the copyright owners of such works. Operator shall comply with all Applicable Laws and protect the copyright owners' rights in such works. Except as provided hereunder, Operator is not granted any sale, resale, reproduction, distribution or promotional use rights for the Titles or other third-party copyrighted works or recordings. Operator will not modify, reverse engineer, decompile, disassemble or attempt to derive the composition or underlying information, structure or ideas of the Intellectual Property or any Confidential Information (as defined below).

4.3. As between TouchTunes and Operator, TouchTunes shall own and shall have the sole and exclusive right to use all data derived from or related to the provision of the Services to any Establishment. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, TouchTunes may use and disclose data derived from the provision of the Services to any Establishment for TouchTunes' reporting purposes, including compilation of aggregated statistics about the Services (e.g., the aggregate number of times that a music selection was played on a Jukebox in particular geographic areas) and may provide such data to licensors, customers, potential customers and the general public.

5. MUSIC SERVICES FEES AND OTHER FEES.

5.1. Subject to Section 5.3, Operator shall pay to TouchTunes for each Jukebox the Music Services fees and other fees as described and set forth in the *Fee Schedule* attached hereto as Schedule A and made a part of this Agreement (the "***Fee Schedule***"). Early Generation Jukeboxes shall be subject to either the Percentage Program or the Fixed Rate Program (as defined in the Fee Schedule). Unless otherwise provided to TouchTunes in writing, Early Generation Jukeboxes shall be subject to the Percentage Program. Operator will be allowed to change the billing program for any Early Generation Jukebox once during the first ninety (90) day period following the initial installation of such Early Generation Jukebox in an Establishment without charge. Additionally, Operator may change the billing program for each Early Generation Jukebox without charge one time in any twelve month period. Operator shall incur (and TouchTunes may immediately bill Operator) a "Billing Program Change Fee" for any additional billing program changes for such Early Generation Jukebox during any twelve month period in the amount specified in the Fee Schedule, plus any applicable taxes. Any Early Generation Jukebox billing program change shall be effective as of the Monday following the business day on which TouchTunes received the required written notice. All amounts payable pursuant to the Fee Schedule shall be determined and payable based on each TouchTunes billing cycle as provided in Section 9.4.

5.2. All Music Services fees for any individual Jukebox shall commence as of the earliest one-week period during which either (i) twenty-five (25) plays have occurred on such Jukebox; or (ii) coinage (including any credit card or debit card charges and Mobile App Revenue) generated by such Jukebox is at least $5.00 (in each case, the "***Start Bill Date***") and following the Start Bill Date, Music Services fees shall only be billed for an individual Jukebox if it satisfies the criteria set forth in items (i) or (ii) of this Section 5.2 during the applicable billing cycle. If an individual Jukebox does not satisfy such criteria in a billing cycle, then TouchTunes will not bill Operator for any Music Services fees for such billing cycle, other than Background Music Services Fees, as applicable.

5.3. TouchTunes shall have the right to adjust the applicable fees set forth in the Fee Schedule for any reason at any time or from time to time, including but not limited to: (i) the provision of Music Services, including without limitation the Background Music Service, (ii) credit card or debit card transaction fees for credit card or debit card transactions, or (iii) any broadband Internet services provided to Operator pursuant to Section 2 of this Agreement, effective immediately upon written notice to Operator.

5.4. Except as consented to in writing by TouchTunes, all payments (including any credit card or debit charges and Mobile App Revenue) for Titles played on the Jukebox (other than with respect to the Non-Interactive Background Music Service), including payments made by the Establishment or patrons of the Establishment, shall be made through the Jukebox and no additional payments shall be made to or from any third party for the playing of the Titles.

6. ADDITIONAL SERVICES AND APPLICATIONS. From time to time, TouchTunes may offer additional services or applications under this Agreement or request certain amendments under this Agreement. The terms and conditions of such services, applications or amendments may be posted as an amendment, addendum or supplement, and agreed to by Operator electronically, on TouchTunes' Tempo website, operator dashboard or other password-protected area of a TouchTunes website as specified by TouchTunes. Upon such acceptance, such terms and conditions shall be incorporated into this Agreement as if such terms and conditions were set forth herein.

7. ADVERTISING REVENUES.

7.1. So long as Operator complies in all material respects with its obligations under this Agreement (including, without limitation, Operator's obligation to provide Establishment-related information pursuant to Section 1.4 and to make payments pursuant to Sections 5 and 9 and Sections 10 and 11, if applicable), TouchTunes shall pay to Operator an amount equal to ten percent (10%) of revenues actually received by TouchTunes for advertising played or displayed on any Jukebox, *less* any agency fees or other revenue sharing arrangements, refunds, credits, commissions, provisions, reserves and other direct costs incurred by TouchTunes to generate such advertising revenue ("***Net Ad Revenue***"); *provided*, *however*, that if Operator or any Establishment fails to broadcast or display substantially all of any advertising campaign on any Jukebox, TouchTunes shall not be obligated to pay any amount to Operator under this Section 7.1. Operator shall not have the right to decline to broadcast or display any advertisement on a Jukebox. TouchTunes shall pay all amounts owing to Operator under this Section 7.1 within thirty (30) days after the end of the fiscal quarter in which such amounts were received.

8. INVOICES.

8.1. TouchTunes shall send Operator monthly invoices specifying all amounts due and payable by Operator under this Agreement via U.S. mail, facsimile or electronic mail to the address or e-mail address set forth on the first page to this Agreement or the facsimile number provided to TouchTunes in writing; *provided*, *however*, that TouchTunes' failure to specify on any invoice any amount then due and payable from Operator to

TouchTunes shall not relieve Operator of its obligation to pay such amount once stated on any subsequent invoice.

8.2. TouchTunes shall not execute any electronic fund transfer pursuant to Section 9 unless it has sent Operator an invoice for the amounts subject to such transfer at least four (4) business days before such electronic fund transfer is executed.

9. PAYMENTS.

9.1. Operator shall remit all amounts due and payable to TouchTunes hereunder by electronic fund transfer.

9.2. Operator shall have executed and endorsed all documents necessary to establish an electronic fund transfer procedure between Operator's bank and TouchTunes' bank and Operator shall pre-authorize TouchTunes and its bank to make regular periodic withdrawal payments from Operator's accounts for the amounts due and payable to TouchTunes hereunder and TouchTunes shall use such Operator bank account to make any payments pursuant to Section 1.7, provided that such bank account information is complete and accurate.

9.3. Operator shall maintain in its accounts that are accessible to TouchTunes and/or TouchTunes' bank in accordance with Section 9.2 sufficient funds to satisfy all amounts due and payable to TouchTunes hereunder as such amounts become due and payable. Operator shall incur (and TouchTunes may immediately bill Operator for) a $35.00 charge each time any payment is not made in full, or otherwise declined, due to insufficient funds in the applicable account(s).

9.4. TouchTunes, through its bank, shall execute electronic fund transfers for each regular billing cycle (which first cycle begins on the Monday of the week of the Start Bill Date for each Jukebox). Each regular billing cycle thereafter shall consist of four or five-week periods and shall be determined based on TouchTunes' fiscal year. TouchTunes will make available to Operator the schedule of billing cycles for each fiscal year via TouchTunes' Tempo website, operator dashboard or other password protected area of a TouchTunes website.

9.5. TouchTunes may, in its sole discretion, set off any amounts owing to Operator under this Agreement against any amounts owing from Operator to TouchTunes under this Agreement or any other agreement or other obligations between Operator and TouchTunes or TouchTunes' parent or any of its affiliates or subsidiaries.

10. TAXES. Operator shall pay all sales, use, and other taxes payable in respect of gross revenues generated by all Jukeboxes. Upon request by TouchTunes, Operator shall provide TouchTunes with evidence satisfactory to TouchTunes that Operator has paid such taxes. If TouchTunes pays or is required to pay any sales, use, or other taxes in respect of gross revenues generated by any Jukebox operated by Operator or any amounts TouchTunes receives or is entitled to receive hereunder, TouchTunes may immediately bill Operator for, and Operator shall pay to TouchTunes, the full amount of such taxes.

11. LATE PAYMENTS. All amounts due and owing or otherwise payable to TouchTunes under this Agreement shall bear interest at a rate per annum equal to the lower of 24.0 percent (24%) or the maximum rate permitted by Applicable Laws, which interest shall accrue from the date that Operator's payment was due. The accrual or payment of such interest shall not be excused or be construed as a waiver by TouchTunes of Operator's timely obligation to make all payments owing to TouchTunes hereunder. Operator shall be responsible for all costs and expenses (including collection agency fees and reasonable attorneys' fees) TouchTunes incurs in connection with collecting any amounts owing to TouchTunes hereunder, including any applicable interest.

12. PERFORMANCE ROYALTIES. So long as Operator installs and operates each Jukebox in accordance with the terms and conditions of this Agreement and otherwise complies with its obligations hereunder, TouchTunes shall be solely responsible for the payment of all royalties and other amounts payable to performers or artists or their representatives in respect of the play of Titles on such Jukebox. Such obligation applies only to Jukeboxes that are operated in response to the insertion of coins, bills or other monetary equivalents (including, but not limited to, credit cards, debit cards, smart phones or other methods of payment or devices) and operable (e.g. the Titles are chosen) by patrons of the Establishment that are located in an Establishment that does not charge direct or indirect admission, cover, minimum or similar fees or utilize the Jukeboxes as an accompaniment to live entertainment.

13. NO EXCLUSIVITY. Nothing in this Agreement or otherwise shall give Operator any exclusive right or interest to install or operate TouchTunes digital jukeboxes in any given territory or type of Establishment. TouchTunes has the right to offer, sell, lease or otherwise provide digital jukeboxes and other equipment, and to offer and provide Services, to any third parties who may operate in the same territory and service the same types of Establishments as Operator.

14. REPRESENTATIONS AND WARRANTIES.

14.1. *Alcoholic Beverage Representations*.

a. OPERATOR ACKNOWLEDGES AND UNDERSTANDS THAT STATE AND LOCAL LAWS MAY PROHIBIT MANUFACTURERS, DISTRIBUTORS AND OTHERS INVOLVED IN THE SUPPLY OF ALCOHOLIC BEVERAGES ("***SUPPLIERS***") FROM PROVIDING ANY MONEY, SERVICE OR OTHER ITEM OF VALUE TO A RETAILER OF ALCOHOLIC BEVERAGES, INCLUDING THE LEASING, LOANING OR FINANCING OF REAL OR PERSONAL PROPERTY. OPERATOR FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THESE RESTRICTIONS ARE OFTEN BROADLY INTERPRETED AND APPLIED AND THEREBY MIGHT BE DEEMED TO PROHIBIT OPERATOR FROM SHARING ADVERTISING REVENUE RECEIVED FROM SUPPLIERS OR ENTERING INTO CERTAIN BUSINESS RELATIONSHIPS WITH A RETAILER. THEREFORE, OPERATOR AGREES AS FOLLOWS:

i. OPERATOR SHALL FULLY AND ACCURATELY DISCLOSE TO TOUCHTUNES ANY INTEREST HELD BY IT, ITS OFFICERS, DIRECTORS, MANAGERS, EQUITY OWNERS, OR ANY OF ITS OR THEIR AFFILIATES ("***OPERATOR PARTIES***") IN ANY ESTABLISHMENT OR OTHER BUSINESS THAT HOLDS A PERMIT OR LICENSE AUTHORIZING IT TO SELL OR SERVE ALCOHOLIC BEVERAGES FOR ON-PREMISES OR OFF-PREMISES CONSUMPTION ("***RETAILER INTEREST***"). IF, AFTER EXECUTION OF THIS AGREEMENT, ANY OF THE OPERATOR PARTIES OBTAINS ANY RETAILER INTEREST, OPERATOR SHALL IMMEDIATELY NOTIFY TOUCHTUNES.

ii. OPERATOR ACKNOWLEDGES AND ACCEPTS THAT TOUCHTUNES SHALL NOT PAY TO OPERATOR ANY PORTION OF THE ALCOHOLIC BEVERAGE ADVERTISING OR OTHER REVENUE FROM ANY SUPPLIER, IF ANY OF THE OPERATOR PARTIES POSSESSES ANY RETAILER INTEREST.

iii. OPERATOR SHALL NOT SHARE ANY PORTION OF ANY ALCOHOLIC BEVERAGE ADVERTISING REVENUE THAT IT MAY RECEIVE HEREUNDER WITH ANY ESTABLISHMENT, AND REPRESENTS AND WARRANTS THAT IT WILL NOT DO SO DURING THE TERM OF THIS AGREEMENT.

b. Operator agrees to indemnify and hold TouchTunes, its affiliates and their respective representatives, and any advertisers, advertising agencies and other suppliers of advertising, messaging or other content and services used in or on the Jukeboxes, harmless from and against any and all Losses (as defined below) resulting from, arising out of or relating to, directly or indirectly, the breach of any of Operator's representations and warranties contained herein including, but not limited to, the disclosure and other obligations, representations and warranties contained in this Section 14.

14.2. *Operator Covenants.*

Operator covenants and agrees that it shall not disclose or otherwise share its password to TouchTunes' Tempo website, operator dashboard or any other password-protected area of a TouchTunes website with any third party. Operator further covenants that any acceptance of terms and conditions for additional services under this Agreement, or under any addendum or supplement to this Agreement, that is provided by TouchTunes to Operator on TouchTunes' Tempo website, operator dashboard or any other password-protected area on a TouchTunes website as specified by TouchTunes for acceptance on TouchTunes' Tempo website, operator dashboard or any other such area of a TouchTunes website by Operator shall only be made by an authorized representative of Operator.

14.3. *Mutual Representations.*

Each party hereto hereby represents and warrants to the other party as follows:

a. Such party has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

b. Such party has duly authorized and approved by all requisite action on its part the execution and delivery by it of this Agreement, the performance by it of its obligations hereunder, and the consummation by it of the transactions contemplated hereby.

c. Such party has duly executed and delivered this Agreement and, assuming that this Agreement has been duly authorized, executed, and delivered by the other party hereto, this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms.

d. The execution and delivery of this Agreement by such party, and the payment, performance, observance, defense, and discharge by such party of each of its obligations hereunder, do not and will not: (i) conflict with, contravene, violate, or cause any breach of any provision of the charter, by-laws, or any other organizational document of such party; (ii) conflict with, contravene, or violate any law, rule, regulation, ordinance, permit, license, or governmental order applicable to such party or any property, asset, business, or operation of such party, or cause the acceleration, amendment, cancellation, rescission, revocation, suspension, termination, withdrawal, or other modification of any such permit, license, or governmental order, or give any other person the right to do so; or (iii) conflict with, contravene, violate, cause any breach of, constitute a default or an event that with the giving of notice or lapse of time or both would become a default under, or cause the creation of any lien or other encumbrance on any property or asset of such party pursuant to any contract to which such party is a party or by which any property, asset, business, or operation of such party is bound or affected.

15. TERM AND TERMINATION.

15.1. Unless earlier terminated as provided in Section 22 or Sections 15.2 through 15.5, each Jukebox shall be subject to this Agreement for a three-year period beginning on the later of the Effective Date, the shipment date of that Jukebox or, as applicable, the date a Jukebox is transferred to, or otherwise acquired or leased by, Operator from a third party and consented to by TouchTunes in accordance with Section 1.1 of this Agreement

(each, an "***Individual Jukebox Term***"). Thereafter, the Individual Jukebox Term for such Jukebox shall automatically renew for three-year periods under the fees in effect as of such renewal date, unless terminated in accordance with Section 15.2.

15.2. Either party may terminate this Agreement with respect to a Jukebox as of the end of the initial or any automatic renewal Individual Jukebox Term by sending written notice in accordance with Section 25 of this Agreement not later than thirty (30) days prior to the end of the then-effective term. This Agreement shall automatically terminate at the time that the last Individual Jukebox Term of all Jukeboxes covered by this Agreement terminates.

15.3. TouchTunes may terminate this Agreement with respect to one or more Jukeboxes or terminate this Agreement in its entirety, in its sole discretion, at any time by sending written notice of termination to Operator: (i) if Operator fails to pay when due any amount payable under this Agreement or any other agreement between TouchTunes or TouchTunes' parent or any of its subsidiaries and Operator within ten (10) business days after such amount is due; or (ii) upon seizure of any Jukebox or related hardware by a third party under legal process.

15.4. Either party may terminate this Agreement (and TouchTunes may, in lieu of termination of this Agreement in its entirety, terminate this Agreement with respect to one or more Jukeboxes in the case of clauses (x) and (y) below) at any time upon written notice to the other party: (x) in the event of any breach by such other party in any material respect of any of such other party's representations or warranties contained herein or in any other agreement between TouchTunes or TouchTunes' parent or any of its subsidiaries and Operator, and the failure to cure the same within ten (10) business days after written notice from such party; (y) if the other party has not timely complied in all material respects with each covenant or agreement contained herein to be complied with by it or the other party has failed to perform or violated any other term, covenant or condition of this Agreement or any other agreement between TouchTunes or TouchTunes' parent or any of its subsidiaries and Operator, and has not cured such breach or default within ten (10) business days of receipt of written notice thereof from such party; or (z) if the other party makes a general assignment for the benefit of creditors, or any proceeding is instituted by or against such person seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up or reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization; *provided* that, in the event of any such proceeding instituted against the other party, such proceeding has not been stayed or dismissed for a period of sixty (60) days. If the Operator has not cured any material breach of this Agreement as described in this Section 15.4 or is late in the payment of any amount due to TouchTunes, TouchTunes may, in its sole discretion and in addition to any other remedies under this Agreement and applicable law, immediately suspend and/or limit the provision of Services hereunder in whole or in part. In addition, TouchTunes may terminate this Agreement at any time upon thirty (30) days' prior written notice to Operator (email being sufficient).

15.5. If, at any time during the term of this Agreement or, if TouchTunes terminates this Agreement pursuant to Sections 15.3 or 15.4, during the Individual Jukebox Term in effect immediately prior to such termination, Operator operates, or generates revenue from, any Jukebox that is subject to the terms of this Agreement using music or a music service supplied by a third party or by Operator and not by TouchTunes pursuant to this Agreement then (i) TouchTunes may immediately and without prior notice to Operator terminate this Agreement or terminate the Individual Jukebox Term of one or more Jukeboxes, in its sole discretion, and (ii) in addition to any other rights or remedies that TouchTunes may have, Operator shall be liable to TouchTunes, with respect to each Jukebox for which this Agreement is terminated, an "***Early Termination Fee***" (as defined in the Fee Schedule). Operator shall pay the entire Early Termination Fee to TouchTunes within thirty (30) days after written notice from TouchTunes that such Early Termination Fee is due and payable.

15.6. In order to protect the Intellectual Property rights of TouchTunes and its licensors, and in addition to any other rights and remedies that TouchTunes may have, TouchTunes shall have the right to disable the

functioning of the Intellectual Property and/or erase the Intellectual Property (including the removal of all music software) (a) on all of the Jukeboxes and related Hard Drives and Tune Central upon termination of this Agreement in its entirety or on any Jukebox and its Hard Drive and/or Tune Central for which the Individual Jukebox Term is terminated, or (b) upon any event giving rise under this Section 15 to TouchTunes' right to terminate, even if TouchTunes does not do so. No action taken by TouchTunes under clause (b) of the preceding sentence shall affect TouchTunes' right to terminate this Agreement or an Individual Jukebox Term at any later time at which it is entitled to do so. Operator acknowledges that, upon termination of this Agreement in its entirety or with respect to one or more Jukeboxes, the license granted pursuant to Section 4.2 of this Agreement shall immediately terminate, including without limitation, all rights to download, store, publicly perform or otherwise use any music, software and Intellectual Property contained in or stored on any Jukebox and related Hard Drive and/or Tune Central so terminated.

15.7. The termination or expiration hereof shall not release any party from any obligation accruing before such termination or expiration or which, in accordance with the terms hereof, survives such termination or expiration, nor release a defaulting party from liability for its default hereunder and for any damages incurred by the other party as a result of any such default hereunder. In addition, Operator agrees that, upon termination of this Agreement in its entirety or with respect to one or more Jukeboxes (other than an Early Generation Jukebox) by TouchTunes in accordance with Sections 15.3, 15.4 and/or 15.5, Operator shall be liable with respect to each Jukebox (other than an Early Generation Jukebox) for which this Agreement is terminated an amount equal to the weekly Access Fee (as set forth on the Fee Schedule) *multiplied by* the number of weeks remaining in the applicable Individual Jukebox Term in effect immediately prior to such termination (the "***Remaining Access Fee***"). Operator shall pay the aggregate Remaining Access Fee for each such Jukebox to TouchTunes within thirty (30) days after written notice from TouchTunes that such amount is due and payable.

15.8. Any provision of this Agreement that expressly states that it shall survive or which, by its nature, must survive the completion, expiration, termination or cancellation of this Agreement, including, but not limited to, Sections 4, 5, 9.5, 10, 14.1, 15.5, 15.6, 15.7, 17, 18, 19, 20, 21, 23, 24, 25 and 28 and this Section 15.8 shall survive the completion, expiration, termination or cancellation of this Agreement.

16. FINANCIAL INFORMATION. Operator shall promptly provide TouchTunes such financial statements or other financial information with respect to Operator, and such bank and other financial references, as TouchTunes may from time to time reasonably request. Operator hereby authorizes TouchTunes to contact any such references and perform any credit verification procedures from time to time in respect of Operator as TouchTunes may reasonably deem appropriate. TouchTunes shall keep all such information confidential. Operator hereby represents and warrants to TouchTunes that Operator is solvent, and that Operator has, and shall have, no reason to believe that it may become insolvent at any time during the one-year period commencing (i) on the Effective Date or (ii) on the first day of the Individual Jukebox Term, as applicable.

17. CONFIDENTIALITY.

17.1. Operator shall hold in strict confidence all proprietary or confidential information, whether written or oral, of TouchTunes or relating to any Jukebox or the relationship of the parties contemplated by this Agreement, including the terms and conditions of this Agreement and the performance by the parties of their respective obligations hereunder (collectively, "***Confidential Information***"). "Confidential Information" shall also include, without limitation, any Intellectual Property, any technical information (e.g., any technology or any manuals, specifications or website tools provided on TouchTunes' Tempo website, operator dashboard or otherwise) and any performance data with respect to the Jukebox. Notwithstanding the foregoing, "Confidential Information" shall not include information that Operator can document is generally available to the public (other than through breach of this Agreement by Operator or its representatives) or was already lawfully in Operator's possession at the time of receipt of such information from TouchTunes. In addition, Operator may disclose Confidential Information if Operator is advised by its outside counsel that such disclosure must be made by Operator in order that Operator not commit a violation of any Applicable Laws,

provided that Operator has promptly notified TouchTunes in writing of such requirement or court order, has used its best efforts to limit such disclosure and to obtain confidential treatment or a protective order for such Confidential Information, and has allowed TouchTunes to participate in any related proceeding(s).

17.2. Operator shall not use any Confidential Information, except to the extent Operator reasonably determines is necessary in connection with the consummation of the transactions contemplated hereby and the performance of its obligations hereunder. Except as provided in the immediately preceding sentence, Operator shall not directly or indirectly copy, reproduce, use, publish, disseminate, misuse, misappropriate, sell, assign, or otherwise transfer or disclose to any person any Confidential Information.

18. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED FOR UNDER THE GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO ANY JUKEBOX, TOUCHTUNES DOES NOT GIVE OR MAKE TO OPERATOR, ANY ESTABLISHMENT OR ANY CUSTOMER THEREOF ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR DESCRIPTION WHATSOEVER IN RESPECT OF ANY JUKEBOX, THE SERVICES OR ANY OTHER SERVICES TO BE PROVIDED HEREUNDER. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, TOUCHTUNES HEREBY DISCLAIMS AND OPERATOR HEREBY WAIVES ALL IMPLIED WARRANTIES OF ANY KIND, NATURE, OR DESCRIPTION WHATSOEVER IN RESPECT OF ANY JUKEBOX OR THE CONDITION OR PERFORMANCE THEREOF OR THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. INDEMNIFICATION.

19.1. Each party hereto (in its capacity as indemnitor hereunder, "***Indemnitor***") shall indemnify the other party and its affiliates and their respective representatives with respect to, and hold each of them harmless from and against, all liabilities, losses, damages, claims, costs, expenses, amounts paid in settlement, interest, awards, judgments, penalties, or fines of any kind, nature, or description whatsoever (including, without limitation, all reasonable fees and disbursements of counsel, accountants, experts, and consultants) (collectively, "***Losses***") suffered, incurred, or sustained by such person or to which such person becomes subject resulting from, arising out of, or relating to: (i) Indemnitor's breach of any representation, warranty, covenant, or agreement contained herein; or (ii) any nonfeasance, misfeasance, or malfeasance of Indemnitor or any of its affiliates or any of their respective representatives in connection with this Agreement or any transaction contemplated hereby or the performance of any of Indemnitor's obligations hereunder.

19.2. Operator shall also indemnify TouchTunes and its affiliates and their respective representatives with respect to, and hold each of them harmless from and against, all Losses suffered, incurred, or sustained by such person or to which such person becomes subject resulting from, arising out of, or relating to (i) any breach by Operator or any Establishment of any applicable Provider Agreement, or (ii) the exercise by TouchTunes of its rights pursuant to Sections 15.3 through 15.7, including as a result of any claim brought or made by any Establishment where any Jukebox is installed, or by any customer thereof or any third party intellectual property right owner or licensor; except to the extent any such Losses are caused by the gross negligence or willful misconduct of TouchTunes.

19.3. Should any Loss give rise to either party's duty of indemnification under the provisions of this Agreement, then such party shall promptly notify the other party in writing and TouchTunes may control the defense of such Loss. In the event that such Loss gives rise to Operator's duty of indemnification, such defense will be at Operator's sole expense and Operator and its affiliates shall provide, and shall cause each Establishment to provide, assistance at TouchTunes' request to the extent reasonably necessary for the defense of such Loss.

20. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained herein and except as provided under Sections 15.5 and 15.7, neither party hereto nor any of its affiliates shall be liable to the other party hereto or any other person under or in connection with this Agreement for any consequential, incidental, indirect, exemplary, remote, speculative, special, or other not reasonably foreseeable damages, punitive damages, or lost profits, business interruption costs, opportunity costs, or other similar damages of any kind, nature, or description whatsoever whether or not such party knew or should have known of the possibility of any such damages. In no event shall TouchTunes' aggregate liability to Operator arising out of or related to this Agreement exceed the amount of fees paid by Operator to TouchTunes during the twelve (12) month period prior to Operator's first claim arising under or relating to this Agreement and/or the Services.

21. CUMULATIVE REMEDIES. To the fullest extent permitted by Applicable Laws, all rights, powers, and remedies of each party hereto under this Agreement shall be cumulative and not alternative, and in addition to all other rights, powers, and remedies of such party, whether specifically granted under this Agreement or otherwise existing under any Applicable Laws. Each party hereto may exercise any of its rights, powers, or remedies under this Agreement from time to time and as often and in such order as it may deem necessary, appropriate, or desirable. The exercise or the beginning of the exercise by either party hereto of any of its rights, powers, or remedies under this Agreement shall not be construed to be a waiver of its right to exercise at the same time or thereafter any of its other rights, powers, or remedies.

22. FORCE MAJEURE.

22.1. Neither party hereto shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused, directly or indirectly, by any event beyond such party's reasonable control.

22.2. If any event of force majeure prevents a party hereto from timely performing all of its obligations hereunder (other than the payment of money), the non-performing party shall be excused from further performance or observance of its obligations so affected for so long as such circumstances prevail and such party continues to use all commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay.

22.3. If any event of force majeure prevents either party hereto from timely performing any of its obligations hereunder for a period of more than thirty (30) consecutive days, the other party may terminate this Agreement immediately by delivery of written notice thereof.

23. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. This Agreement shall be governed by and construed under the laws of the State of New York applicable to agreements entered and performed entirely therein. It is understood and agreed between the parties that the exclusive venue for any action, suit or proceeding arising from or based upon this Agreement, shall be the appropriate state and federal courts located in the City of New York in the State of New York. Each party hereto hereby unconditionally and irrevocably waives all right to trial by jury in any action, suit, or proceeding based upon, resulting from, arising out of, or relating to this Agreement or any transaction or agreement contemplated hereby, or for the recognition or enforcement of judgment resulting from any such action, suit, or proceeding.

24. EXPENSES. Except as otherwise expressly provided herein, each party hereto shall pay all costs and expenses incurred by or on behalf of such party in connection with this Agreement and the performance of its obligations hereunder.

25. NOTICES. Each party hereto shall give or make any notice or other communication hereunder in writing to the addressee set forth on the first page of this Agreement (or to such other address as either party may hereafter specify for such purpose by notice given in accordance with this paragraph) and shall be deemed

received (a) on the date of delivery, if delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a commercial overnight carrier. In addition, TouchTunes may provide any notice under Sections 1.3, 1.5, 1.6, 3.2 and 5.3 to Operator via electronic mail or TouchTunes' Tempo website, operator dashboard or any other password-protected area on a TouchTunes website as specified by TouchTunes and such notice shall be deemed to have been given immediately upon the sending or posting of such notice, as applicable.

26. COMPLIANCE WITH LAWS. Operator shall comply in all material respects with all Applicable Laws in connection with the performance or observance of its obligations hereunder.

27. FURTHER ACTION. Operator shall, promptly after any request by TouchTunes and at Operator's sole cost and expense, take or cause to be taken all actions, do or cause to be done all things, and execute and deliver or cause to be executed and delivered all documents, instruments, certificates, further assurances (including assurances of continuing solvency), or other papers, that TouchTunes may reasonably deem necessary, appropriate, or desirable in connection with this Agreement, the consummation of the transactions contemplated hereby, and the performance by Operator of its obligations hereunder.

28. GENERAL.

28.1. This Agreement supersedes and replaces in entirety any previous agreement(s) between the parties hereto related to any TouchTunes digital jukebox, other digital jukebox using the Music Services and the subject matter contained herein, including, without limitation, any special pricing or discount agreements, addendums or arrangements between the parties, if any, whether written or oral other than with respect to any karaoke addendum entered into by Operator which shall remain in full force and effect with references to any music service agreement being replaced with this Agreement. This Agreement contains the entire agreement of the parties concerning the subject matters hereof and unless otherwise expressly stated herein, may not be amended except by a written instrument signed by both parties hereto. Neither this Agreement nor any Jukebox may be transferred or assigned by Operator without the prior written authorization of TouchTunes, which shall not be unreasonably withheld, but which shall be subject to such conditions as TouchTunes may reasonably require and which requirements shall include, without limitation, the assumption by the transferee or assignee of all obligations of Operator hereunder. In addition, no transfer or assignment or purported transfer or assignment of this Agreement or any Jukebox shall relieve or shall be construed to relieve Operator from any of its obligations hereunder, and shall not relieve TouchTunes from its obligations hereunder provided that TouchTunes' conditions to such transfer or assignment have been satisfied. Notwithstanding the foregoing, TouchTunes may assign its rights or delegate its obligations under this Agreement to any other person, including to any lender as security for TouchTunes' payment obligations to such lender.

28.2. No waiver by either of the parties hereto or any failure by the other party to keep or perform any covenant or condition under this Agreement shall be deemed to be a waiver of any other breach of the same, or any other covenant or condition. If any provision of this Agreement is held to be invalid or unenforceable for any reason, all other provisions shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to either party. The parties acknowledge that the relationship between them is in the nature of independent contractors. All references to "dollars" or "$" shall refer to the lawful currency of the United States and all calculations of amounts herein shall be determined in dollars unless otherwise provided herein. This Agreement shall not be deemed to create a partnership or joint venture, and neither party shall be deemed to be the other's agent, partner, employee or representative.

IN WITNESS WHEREOF, each party hereto has executed and delivered this Agreement as of the Effective Date.

TOUCHTUNES MUSIC COMPANY, LLC	**OPERATOR**
By: _____ (Signature) Print or Type Name: _____ Title: _____	By: _____ (Signature) Print or Type Name: _____ Title: _____

SCHEDULE A

FEE SCHEDULE

ALL FEES DESCRIBED IN THIS FEE SCHEDULE AND IN THE AGREEMENT TO WHICH THIS FEE SCHEDULE IS ATTACHED AS SCHEDULE A, ARE SUBJECT TO ANY APPLICABLE TAXES. EXCEPT AS EXPLICITLY PROVIDED HEREIN, ALL FEES ARE PAYABLE TO TOUCHTUNES IN ACCORDANCE WITH SECTION 9.1 OF THIS AGREEMENT.

MUSIC SERVICES FEES

Percentage Program

Music Services Fees for each Jukebox on the Percentage Program (for Music Services provided pursuant to Section 3.1)	Twenty six percent (26%) of gross revenue after deductions by Operator for payments made by Operator for certain taxes, if applicable, pursuant to Section 10 of the Agreement.
Background Music Services Fees (for Background Music Service provided pursuant to Section 3.2)	Non-Interactive Background Music Service $14 per billing cycle for each Jukebox. Operator will be charged the full billing cycle fee for the Non-Interactive Background Music Service for a Jukebox if at any time during a billing cycle such Jukebox plays any Non-Interactive Background Music, other than with respect to the first billing cycle, which will be pro-rated for each week of such billing cycle that the service is provided. Interactive Background Music Service (Free Plays) If Titles played free of charge on a Jukebox during subject week represent 20.0% or more but less than 40.0% of all Titles played during such week, $7.50 additional charge for such week for each applicable Jukebox. If Titles played free of charge on a Jukebox during subject week represent 40.0% or more but less than 80.0% of all Titles played during such week, $15.00 additional charge for such week for each applicable Jukebox If Titles played free of charge on a Jukebox during subject week represent 80.0% or more of all Titles played during such week, $99.95 additional charge for such week for each applicable Jukebox.

Fixed Rate Program*

Music Services Fees for each Early Generation Jukebox on the Fixed Rate Program (for Music Services provided pursuant to Section 3.1)	The "Base Service Fee" of $16.50 per week plus (i) the "Per Play Fee" of $0.053 for each play on such Early Generation Jukebox and (ii) the "Tune Central Per Play Fee" of $0.2330 for each Tune Central play on such Early Generation Jukebox; provided, however, that in no event, shall Operator pay to TouchTunes for any Early Generation Jukebox under the Fixed Rate Program more than the "Maximum Service Fee" of $134.00 per week.

Background Music Services Fees (for Non-Interactive Background Music Service provided pursuant to Section 3.2)	Non-Interactive Background Music Service $14 per billing cycle for each Jukebox. Operator will be charged the full billing cycle fee for the Non-Interactive Background Music Service for a Jukebox if at any time during a billing cycle such Jukebox plays any Non-Interactive Background Music, other than with respect to the first billing cycle, which will be pro-rated for each week of such billing cycle that the service is provided.

OTHER FEES

PhotoBooth Services Fees	PhotoBooth Services are provided at no charge to the Operator.
*Access Fee (pursuant to Section 5.1)***	An access fee equal to $2.00 per week for each Jukebox subject to this Agreement for which Music Services fees are billed in such week.
Credit Card or other Transaction Fees	4.03% of the total coinage generated through TouchTunes' mobile application using (i) a credit card or a debit card or (ii) credits from such end user's mobile app account, *mytouchtunes* account or other TouchTunes account (e.g., Apple Pay® or PayPal®).
Insufficient Funds Service Charge (pursuant to Section 9.3)	$35.00 per occurrence.
Early Termination Fee (pursuant to Section 15.5)	$30.00 for each applicable Jukebox multiplied by the number of weeks remaining in the applicable Individual Jukebox Term.
*Billing Program Change Fee (pursuant to Section 5.1)**	$149.00

** Only applicable for Early Generation Jukeboxes*

*** Not applicable for Early Generation Jukeboxes*

EXHIBIT A

BROADBAND INTERNET SERVICES ADDENDUM

Background.

A. TouchTunes and Operator have entered into a Master Service Agreement to which this is an addendum, and may from time to time enter into additional agreements (each, a "***Service Agreement***") pursuant to which Operator may receive music, digital content and other services in accordance with such Service Agreement.

B. TouchTunes has entered into, and may from time to time in the future enter into, agreements (including terms of use and/or applicable use policies, a "***Provider Agreement***") with various wired and wireless broadband internet service providers (each, a "***Provider***" and collectively the "***Providers***") by which (i) Providers agree to supply equipment (each, a "***Device***") to Operator to connect to, receive and access wireless broadband Internet service, from a Provider or (ii) Providers agree to supply equipment to physical locations where Operator has installed equipment (each, a "***Site***") to enable such Sites to connect to, receive and access wired broadband Internet service from a Provider, in each case at discounted pricing.

1. Responsibilities of the Parties

(a) TouchTunes will notify Operator of one or more Providers that could supply high speed Internet data access via wired or wireless broadband service, including any software, equipment, technical support and any other services provided in connection with the broadband service (the "***Broadband Service***"), subject to the geographic and technical scope of the Broadband Service and availability of necessary facilities, equipment and access.

(b) Operator shall submit a service order form to TouchTunes for the Broadband Service, which form shall be provided by TouchTunes (a "***Service Order Form***"). Operator acknowledges that it may utilize multiple Providers with respect to different Sites or Devices. Operator agrees to abide by the terms of each applicable Provider Agreement as if Operator was a party to such Provider Agreement. TouchTunes may post the Provider Agreements in TouchTunes' Tempo website, operator dashboard or any other password protected area on a TouchTunes website. If such Provider Agreement is not posted, upon Operator's written request, TouchTunes shall provide Operator a copy of the Provider Agreement applicable to each Site and/or Device as requested, subject to any confidentiality restrictions.

(c) Neither TouchTunes nor any Provider makes any representations or warranties regarding the use or performance of the Broadband Service, except as specifically set forth in a Provider Agreement.

(d) Operator will use its best efforts to arrange for TouchTunes and/or Provider to have access to all applicable Sites, upon reasonable prior notice, to install, inspect, test, rearrange, maintain, repair or remove the Broadband Service.

(e) Operator shall comply with all applicable federal and state laws, rules and regulations relating to the use of the Broadband Service. TouchTunes and each Provider reserve the right to suspend or terminate the Broadband Service (or any portion thereof) without notice to Operator in the event that use of the Broadband Service, in TouchTunes' or Provider's sole judgment, violates any Service Order Form, any

Provider Agreement to which Operator is subject, any applicable law, regulation or ordinance, the terms of this Addendum, or otherwise adversely affects Provider's or TouchTunes' network, service, customers or employees.

(f) Operator acknowledges that TouchTunes is not responsible for providing any services under this Addendum or any Provider Agreement and is solely assisting in facilitating the provision of Broadband Service to Sites and Devices by the applicable Provider pursuant to such Provider Agreement. Operator hereby indemnifies and holds TouchTunes and its affiliates harmless from and against any and all losses, liabilities, damages and expenses suffered, incurred or sustained resulting from (a) any failure by Operator to comply with the terms and conditions of this Addendum, the Provider Agreement to which Operator is subject or any Service Order Form or (b) any breach by Operator of any of its representations, warranties or obligations hereunder or thereunder.

(g) The Broadband Service (i) may not be available in all geographic areas and (ii) shall only be used for commercial purposes and shall not be used for any household or personal purposes. The Broadband Service is intended to be used in the United States of America and Operator will be responsible for any roaming charges incurred when using the Broadband Service.

2. Term of Addendum

(a) The terms of this Addendum shall be valid from the Effective Date through the date of termination of all applicable Service Agreements, unless this Addendum is terminated earlier in accordance with the terms herein. The term of each Service Order Form shall be set forth in the applicable Service Order Form (each such term, a "***Service Term***"); *provided,* that each Service Term shall terminate immediately upon the termination of the applicable Service Agreement. In the event that TouchTunes' relationship with a Provider expires or is terminated, Broadband Service under the applicable Service Order Form may be terminated or billed directly to Operator by Provider, and TouchTunes shall not provide Broadband Service to any Site(s) or Device(s), as applicable. For the avoidance of doubt, if a Provider terminates Broadband Service for one or more Site(s) or Device(s), TouchTunes shall not be liable to Operator and TouchTunes shall not be obligated to provide Broadband Service, or to cause Broadband Service to be provided, to such Site(s) or Device(s).

(b) Unless otherwise stated in the applicable Service Order Form, TouchTunes will charge Operator, and Operator shall pay to TouchTunes, an Early Termination Fee in the amount of $200 in the event that (i) TouchTunes terminates Broadband Service because Operator is in breach of any terms of this Addendum, any Service Order Form, any applicable Provider Agreement or any other agreement between Operator and TouchTunes or any of its affiliates and has failed to remedy such breach following ten (10) days written notice from TouchTunes or other applicable cure period under such agreement, (ii) the applicable Service Agreement is terminated for any reason, or (iii) Operator terminates Broadband Service before the expiration of the applicable Service Term.

3. Pricing and Payment

(a) Operator shall be solely responsible for all charges associated with the Broadband Service, including applicable equipment charges, set-up, recurring and termination fees, equipment charges for Provider's unreturned equipment, taxes, usage charges, tariffs, Federal Universal Service Fund (FUSF) and tax recovery fees, telecommunications surcharges or other applicable governmental charges due on account of the Broadband Service, and any other charges that a Provider may impose on its subscribers, including any applicable shipping and handling charges. The monthly access or service fee for the Broadband Service shall

be set forth on the applicable Service Order Form. If the cost to TouchTunes for the Broadband Service increases at any time or from time to time, then Operator shall be responsible for, and pay such increased fees, to TouchTunes effective immediately upon written notice to Operator. Such notice may be provided by electronic mail or on TouchTunes' Tempo website, operator dashboard or any other password-protected area of a TouchTunes website, as specified by TouchTunes in writing.

(b) Operator may pass along the charges for the Broadband Service to each Site Owner, but Operator may not charge more for the Broadband Service than the amount that Operator is paying to TouchTunes for such Broadband Service.

(c) TouchTunes shall begin to bill Operator for (i) wireless Broadband Service approximately seven (7) days following shipment of the wireless broadband equipment to Operator and (ii) wired Broadband Service upon the specific installation date of required equipment or service at a Site by the applicable Provider.

(d) Operator shall pay to TouchTunes any amounts owed for Broadband Service, without deduction, setoff or delay for any reason. TouchTunes shall pay the applicable Provider on Operator's behalf for the Broadband Service ordered and other related charges. Operator shall provide TouchTunes with Operator's bank account information and permit TouchTunes to debit Operator's bank account for all amounts due and payable to TouchTunes under this Addendum by electronic funds transfer in the manner established under the Service Agreement, if applicable. Operator shall pay a $35.00 charge each time any payment is unsuccessful due to insufficient funds, which charge may be increased upon notice to Operator.

(e) Payment of any amounts owed under this Addendum shall be made immediately upon Operator's receipt of TouchTunes' invoice related to Broadband Service. Such payment cannot be made using (and TouchTunes will not accept) checks with restrictive endorsements or similar statements. Operator shall reimburse TouchTunes for all costs (including reasonable attorneys' fees) associated with collecting delinquent or dishonored payments. If payments are overdue, TouchTunes may assess interest charges at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law, with such interest accruing from the date that such payments were due and payable.

4. Wireless Broadband Service

(a) Operator is obligated to have any wireless Broadband Service installed and connected directly through the Device, which must be attached to a TouchTunes Jukebox or other TouchTunes manufactured unit approved by TouchTunes for use with wireless Broadband Service, without any product in between the Device and such Jukebox or unit. If Operator fails to install the Device in this manner, TouchTunes will provide Operator ten (10) days notice to properly connect the wireless Broadband Service. Failure to comply with such installation within such ten (10) day notice period will give TouchTunes the right to disable the wireless Broadband Service to all Devices improperly connected, provided that such disabling will not reduce and Operator must pay to TouchTunes, in accordance with this Addendum, the applicable fees for Broadband Service through the end of the Service Term or the Early Termination Fee.

(b) Without TouchTunes' prior written consent and unless otherwise stated in the Service Order Form, Operator may only use the wireless Broadband Service with respect to a TouchTunes Jukebox. If Operator breaches this Section 4(b), in addition to any other remedies set forth herein, Operator shall be responsible for any overage or other charges that may be imposed by the applicable Provider.

5. Breach and Default

TouchTunes may terminate Broadband Service under this Addendum immediately upon written notice if (a) Operator becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors or (b) there is a breach by Operator of any Service Agreement, this Addendum, any Provider Agreement, any Service Order Form, or any other agreement between Operator and TouchTunes or TouchTunes' affiliates and Operator has failed to remedy such breach within ten (10) days or other applicable cure period in such Service Order Form or agreement after written notice thereof. Termination of this Addendum by TouchTunes does not waive payment by Operator of the Early Termination Fee, as described in Section 2(b), or any rights or remedies that TouchTunes may have under any other agreement. Termination or suspension of Broadband Service shall not affect the rights and obligations of the parties hereto under any other agreement.

6. General

(a) This Addendum supersedes and replaces in entirety any previous agreements or understandings between the parties hereto related to the subject matter contained herein to the extent that a new Service Order Form is entered into after the Effective Date. Any existing Wireless Broadband Service Addendum or Broadband Service Addendum between TouchTunes and Operator for any Site(s) or Device(s), as applicable, for which a new Service Order Form has not been entered into shall remain in full force and effect with respect to such Site(s) or Device(s) unless and until a new Service Order Form is entered into with respect to such Site(s) or Device(s).

(b) In the event that any term of this Addendum conflicts with or is otherwise inconsistent with the terms of the applicable Provider Agreement, the terms of such Provider Agreement shall control.