

**Last updated: 06/22/2018**

### **Additional Terms for the Subscription Program**

By opting-in, Your title is eligible and may be selected for use in the Subscription Program. The Subscription Program allows Viveport end users who have subscribed to the Subscription Program to access and use a limited number of titles each month, for the duration of their subscription term.

If You elect to distribute Your title through the Subscription Program and if Your title is selected by a subscriber and included for use within their subscription in that month, then, Your compensation will be determined as follows: the amount Platform Provider (or Platform Provider through its Third-Party Seller) collects in that month from that subscriber for their subscription, will be pro-rated equally based on the total number of titles allowable for use within their subscription in that month to determine Your proportionate share. A Platform Fee will be charged and subtracted from Your proportionate share and the remainder will be remitted back to You less Your share of any applicable taxes, refunds, charge back fees, currency conversion charges, or other reasonable related transaction fees and expenses. The applicable Platform Fee for the Subscription Program is 30% of Your proportionate share after netting out Your share of applicable VAT, sales taxes, and refunds.

The monthly fees payable by subscribers for the Subscription Program will be determined by Platform Provider. These monthly fees will be specified on Viveport and may be updated by Platform Provider from time to time and may vary from country to country.

The Subscription Program may offer a free trial period to new subscribers to encourage adoption of the Subscription Program. There will be no Platform Fee charged to You and no revenue share owed to You under these Additional Terms or the Viveport Platform Agreement for a new subscriber's use of Your title during the first month of his/her free trial period.

If You elect to distribute Your title through the Subscription Program, Platform Provider may advertise and promote its availability for use through the Subscription Program. Platform Provider may also prompt subscribers to subsequently purchase Your title if they experienced it through the Subscription Program.

Enrollment in the Subscription Program does not guarantee that Your title will be placed or used in this Program. The countries in which Your title may be distributed as part of this Program will be determined by Platform Provider. Notwithstanding any lesser period specified in the Viveport Platform Agreement, Platform Provider will remove Your title from the Subscription Program within sixty (60) days after receipt of Your request. Platform Provider may terminate Your participation in the Subscription Program, in whole or in part, at any time in its sole discretion.

By opting-in, You agree to these Additional Terms and agree to comply with all applicable program requirements and other terms and conditions set forth in the Viveport Platform Agreement.