

**LIVEU STANDARD TERMS AND CONDITIONS**  
**(For LiveU Terms and Conditions for Rentals, [press here](#))**

These LiveU Standard Terms and Conditions (these “**Terms**”) set forth the terms and conditions governing: (a) Customer's use of any Software, whether as integrated with Hardware or on a standalone basis, as set forth in the Purchase Order; (b) Customer's purchase or lease of Hardware Materials from LiveU; and (c) LiveU's performance of Support Services, in each case as may be specified in a Purchase Order (all the foregoing capitalized terms defined below). These Terms constitute an integral part of the Purchase Order. No terms, provisions or conditions of any Customer order form, acknowledgment or other business form that Customer may use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, these Terms, regardless of any failure of LiveU to object to such terms, provisions or conditions, and such terms, provisions or conditions are hereby rejected by the parties. LiveU's acceptance of any Purchase Order is expressly made conditional upon Customer's acceptance of the terms and conditions set forth herein without modification or addition. LiveU shall not be deemed to have accepted any terms or conditions in a Purchase Order based on a prior course of dealing.

1. **Definitions.**

- 1.1. “**Customer**” means the customer whose name appears on the Purchase Order.
- 1.2. “**Device**” means each hardware device on which the Software may be installed, including without limitation any Hardware furnished by LiveU.
- 1.3. “**Effective Date**” means the date of execution of the Purchase Order.
- 1.4. “**Hardware**” means the hardware components of the LiveU Products, which components Customer has purchased or leased from LiveU under a Purchase Order, as further described in Section 3 (Hardware Lease and Purchase) below.
- 1.5. “**Hardware Materials**” is defined in Section 3.1 (Hardware Lease or Purchase) below.
- 1.6. “**License Period**” means the period during which the Software license granted hereunder shall be in effect.
- 1.7. “**LiveU**” means the LiveU entity whose name appears on the Purchase Order, which entity shall be either LiveU Ltd. or LiveU, Inc.
- 1.8. “**LiveU Products**” means, collectively, the Software, Documentation, Hardware and related accessories furnished to Customer by LiveU in accordance with a Purchase Order.
- 1.9. “**Purchase Order**” means the purchase order(s) or other ordering document which is used to order LiveU Products and/or Support Services under these Terms and which has been executed (or otherwise agreed in writing) by the parties.
- 1.10. “**Server**” means each physical, virtual and/or cloud server on which the Software may be installed.
- 1.11. “**Software**” means the software program(s) contained in or provided by LiveU for use with the LiveU Products, in machine-readable, compiled, object code form only.
- 1.12. “**Support Services**” is defined in Section 15 (Support Services Terms and Conditions) below.
- 1.13. “**Territory**” means the territory specified in the Purchase Order.

2. **Software License.**

- 2.1. Subject to the other terms and restrictions set forth in these Terms, LiveU hereby grants Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to use the Software and the accompanying documentation (the “**Documentation**”) solely during the License Period(s) and in connection with Customer's use of the LiveU Products, either (i) as an integrated part of the Hardware on which it is delivered, or (ii) on a standalone basis when delivered to Customer for installation on a Device, on not more than the maximum number of authorized Devices and/or Servers (if applicable), all as specified in the Purchase Order.
- 2.2. Subject to the other terms and restrictions set forth in these Terms and the Purchase Order(s), the License Period with respect to (a) Software that has been licensed by Customer on a standalone basis shall be the license period set forth in the applicable Purchase Order; (b) Software as

integrated with Hardware that has been leased by Customer in accordance with these Terms, shall be equal to the Lease Period (defined below) of such Hardware, as set forth in the applicable Purchase Order; and (c) Software as integrated with Hardware that has been purchased by Customer shall be a perpetual period.

- 2.3. Customer agrees not to remove, alter, or deface any of the trademarks, trade names, logos, patent or copyright notices or markings, or other legends, or add any other notices, markings, or legends to the LiveU Products.

### 3. **Hardware Lease or Purchase.**

- 3.1. Customer may lease or purchase Hardware and related hardware accessories (together, “**Hardware Materials**”) from LiveU, as mutually agreed. Any Hardware Materials purchased or leased by Customer shall be made available Ex Works at LiveU's designated facility, and risk of loss shall pass to Customer at such time. LiveU shall cooperate with Customer or its designated freight carrier to facilitate shipping. LiveU shall make commercially reasonable efforts to adhere to any quoted dates, but shall not be liable for any direct or indirect damage or loss that the Customer may incur as a result of a delay.
- 3.2. If Customer leases Hardware Materials, Customer shall be entitled, subject to Customer's payment of the applicable fees, to use such Hardware Materials in accordance with the terms hereof for the lease period specified in the applicable Purchase Order (the “**Lease Period**”). Upon expiration of the Lease Period, Customer shall immediately return the Hardware Materials to LiveU in the same condition in which they were provided to Customer by LiveU, less reasonable wear and tear. In the event any unit of Hardware leased to Customer is lost, stolen or damaged, then Customer shall be responsible for such loss, theft or damage and shall pay LiveU as follows: in the case of loss or theft, the full replacement fee in an amount of USD 5,000 per Hardware unit (the “**Replacement Fee**”), and in the case of damage, the costs to repair such damage, as determined by LiveU (the “**Repair Fee**”). No loss or damage shall relieve Customer of the obligation to pay any fees or other amounts due or that become due or any other obligation hereunder. Customer shall notify LiveU in writing within seven (7) days after any such loss, theft or damage becomes known to Customer, and Customer shall pay the Replacement Fee or Repair Fee, as applicable, to LiveU (as determined by LiveU) within thirty (30) days after such notification. In the case of repairs, Customer shall bear the costs of shipment of the damaged unit to LiveU and return shipment of the repaired unit. If the lease is still in effect when the lost, stolen or damaged Hardware Materials are received by LiveU and after LiveU has received payment of the Replacement Fee or Repair Fee, as applicable, LiveU shall make commercially reasonable efforts to provide a replacement unit for the remainder of the Lease Period.
- 3.3. If Customer purchases Hardware Materials from LiveU, title shall not pass to Customer until all applicable payments to LiveU have been made. Pending such payment, LiveU shall maintain a lien against, and Customer hereby grants to LiveU a security interest in, the LiveU Products furnished to Customer, including all proceeds related thereto or derived therefrom. LiveU may file a UCC-1 financing statement (or similar statement provided for by law in any applicable jurisdiction) in the public records regarding this security interest.
- 3.4. Customer acknowledges that use of the Hardware (whether leased or purchased by Customer) outside the Territory may result in additional carrier fees, including, without limitation, roaming charges, duties, and other costs, that all such additional carrier fees shall be the responsibility of Customer, and that LiveU shall have no liability to Customer in connection with any such fees. In the event of use outside the Territory, LiveU may invoice Customer for the additional amounts due, and Customer agrees to pay such amounts within fifteen (15) days from the date of such invoice.

4. **LiveU Product Restrictions.** Customer may not, directly or indirectly (i) modify, create derivative works of, translate, sell, assign, lease, rent, distribute, market, sublicense, or otherwise transfer the Software or Documentation; (ii) modify or create derivative works of, reverse engineer, decompile, disassemble, or derive or attempt to derive the source code of any LiveU Products by any means, except and only to the extent, that such activity is required to be permitted by applicable law notwithstanding this limitation and is not subject to contractual waiver; or (iii) use the Software or Documentation in a time-sharing or

service bureau arrangement, or in any other unauthorized manner. Further, no license is granted to Customer in the human readable code of the Software (source code). Except as otherwise expressly provided herein, these Terms do not grant Customer any rights to patents, copyrights, trade secrets, trademarks, or any other proprietary, intellectual property, or other rights with respect to the LiveU Products.

5. **Audit.** Upon reasonable prior notice, LiveU shall have the right at LiveU's expense to audit Customer's use of the LiveU Products to verify compliance with these Terms, including without limitation, any payment obligations, the number of authorized Devices and/or Servers on which the LiveU Products are used (if applicable), and the LiveU Product restrictions set out in Section 4 (LiveU Product Restrictions). Any such audit shall be conducted during normal business hours upon at least fourteen (14) days written notice to Customer. If the audit reveals any payment discrepancy, or that the number of Devices and/or Servers (or other license metric) exceeds the maximum number specified in the Purchase Order(s), Customer shall pay the additional fees due in accordance with the results. If the audit reveals a payment discrepancy of five percent (5%) or more, or if the number of Devices and/or Servers (or other license metric) revealed by such audit exceeds the maximum authorized number by five percent (5%) or more, or a violation of the restrictions set out in Section 4 or other terms, Customer shall also reimburse LiveU for the costs of such audit. The foregoing is in addition to any rights and remedies LiveU might have under these Terms and otherwise by law.
6. **Export.** Customer shall comply with Laws in connection with its activities under this Agreement. Without limiting the foregoing, Customer shall not sell, re-sell, distribute, lease, or otherwise commercialize, directly or indirectly, the LiveU Products to any person or entity in Lebanon, Syria, or Iran (or other countries specifically designated in writing by LiveU from time to time) or transfer, export or re-export the LiveU Products, except in full compliance with all Export Control Laws (defined below), all as then in effect. If LiveU reasonably believes that the Customer has violated, may have violated, or may have caused LiveU to violate, any Laws having a criminal implication, including without limitation the restrictions in the foregoing sentence, LiveU may immediately, at any time, suspend or terminate this Agreement, without liability, with or without notice, to Customer and without limiting any other right or remedy hereunder. In addition, if it is determined that Customer has breached this Section (in whole or in part), Customer hereby indemnifies and holds harmless LiveU for any fine or penalty imposed upon LiveU or its affiliated entities as a result of such breach. "Export Control Laws" means all export and re-export control Laws that apply to LiveU (and/or its affiliated entities) and/or to Customer, including without limitation the Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State. Customer understands that LiveU may be subject to regulation by agencies of the U.S. Government, including without limitation the U.S. Department of Commerce, which prohibits export, re-export or diversion of certain technical products to certain countries. If Customer or any of its Customers are part of an agency, department, or other entity of the U.S. Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the LiveU Products may be further restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies, and the Defense Federal Acquisition Regulation Supplement as applied to defense and military agencies, for "commercial items", "commercial computer software" and "commercial computer software documentation".
7. **Fees and Payment Terms.**
  - 7.1. The commercial terms applicable to Customer's initial lease, purchase and/or license of LiveU Products shall be set out in the Purchase Order (the "**Initial Order**"). After the Initial Order, the fees and payment terms for the LiveU Products and/or Support Services provided by LiveU are specified in each applicable additional Purchase Order, and Customer agrees to pay such fees accordingly. Each payment by Customer hereunder shall be made no more than thirty (30) days (or such shorter period stated herein or in the applicable Purchase Order) after the date of the applicable invoice.

- 7.2. Overdue payments shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. In the event of late payment and without limiting the provisions of Section 5 (Audit), Customer will also be responsible for all costs associated with collecting the outstanding amounts, including reasonable attorney's fees. In addition, if Customer fails to pay any amounts when due, without limiting the provisions of Section 12 (Term and Termination) below, LiveU may (i) block Customer's access to or use of the Software; and/or (ii) with written notice to Customer, terminate any Purchase Order, modify the payment terms of the Purchase Order to require full payment in advance for the LiveU Products and Support Services; and/or (iii) require other reasonable assurances to secure Customer's payment obligations, in addition to any other remedies available to LiveU hereunder and by law. For clarity, all fees due hereunder shall continue to accrue with respect to any period during which the Customer's access to the Software is blocked as aforesaid.
- 7.3. All prices set forth herein and in any Purchase Order are exclusive of all duties and taxes, such as, without limitation, sales, use, excise or value added taxes and withholding taxes, and other government assessments (collectively, "**Taxes**") on ownership, leasing, renting, purchase, delivery, installation, possession and use of the LiveU Products and/or Support Services and payments to be made hereunder, and Customer shall be responsible for all Taxes. If a jurisdiction in which Customer conducts business requires Customer to deduct or withhold Taxes from any amount due to LiveU, Customer must notify LiveU in writing. LiveU will then increase the gross amount of LiveU's invoices so that, after Customer's deduction or withholding for Taxes, the net amount paid to LiveU will not be less than the amount LiveU would have received without the required deduction or withholding. For clarity, if LiveU Products and/or Support Services are provided in the state of New Jersey, value added taxes shall be calculated in accordance with the applicable VAT laws and regulations in effect in the state of New Jersey as of the date of the applicable invoice.
8. **Trade Secrets; Title.**
- 8.1. Customer acknowledges and agrees that the Software is licensed, and not sold, to Customer. LiveU and/or its third party licensors retain all intellectual property rights in and to the LiveU Products, and all updates, modifications, customizations, and enhancements thereof. Customer acknowledges and agrees that the structure, sequence and organization of the LiveU Products (other than their open source components) are the valuable trade secrets of LiveU and/or its licensors and constitute the Confidential Information (as defined below) of LiveU.
- 8.2. If Customer contacts LiveU with feedback data (e.g., questions, comments, suggestions or the like) regarding the LiveU Products (collectively, "**Feedback**"), such Feedback shall be deemed to be non-confidential, and LiveU shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate such Feedback into the LiveU Products.
9. **Third Party Components.** The LiveU Products use third party hardware and software components, including open source software ("**Third Party Components**"). Third Party Components are delivered by LiveU as-is, and the terms and conditions associated with such components are provided with the Third Party Components, posted online and/or otherwise supplied as required. LiveU provides no warranty or indemnity, and shall have no liability, in connection with the Third Party Components other than the limited obligation to repair or replace such Third Party Components or provide a refund, all solely to the extent required in order for LiveU to meet the LiveU Product warranty set out in Section 13 (Warranty) below.
10. **Publicity.** Each party agrees that it will not use the name of the other party or its affiliates in any publicity or advertising (other than to refer to the other as a customer or vendor, as applicable) and will not publicize or disclose to any third party the terms of these Terms without the prior written consent of the other party.
11. **Confidentiality.** Information disclosed by or on behalf of LiveU to Customer which LiveU designates as being confidential, or which the nature of the information or circumstances of disclosure makes reasonably clear should be treated as confidential, will be considered and referred to herein as Confidential Information, including but not limited to the LiveU Products, Software, documentation, and all modifications, enhancements, upgrades and improvements thereto, and any other computer programs,

trade secrets, methods, techniques, processes, and know-how, in whatever form made available hereunder; third party information with respect to which LiveU has confidentiality obligations; information relating to the above learned by Customer through the inspection of products, materials or information disclosed by LiveU; and notes, analyses, compilations, studies, summaries, containing or based, in whole or in part, on any information included in the foregoing. Information belonging to LiveU's affiliate(s) that otherwise meet the definition of Confidential Information shall also be treated as the Confidential Information of LiveU hereunder. Customer agrees to accept and use the Confidential Information solely in connection with its authorized use of the LiveU Products ("**Purpose**"). Customer will not disclose, publish, disseminate, or otherwise provide access to Confidential Information to any third party other than to its affiliates, employees and consultants with a need to know directly related to the Purpose who are equally bound by confidentiality obligations at least as restrictive as the terms herein (with no provision for further disclosure). Any disclosure or use of LiveU's Confidential Information by such affiliates, employees and consultants that is inconsistent with the terms contained herein shall be considered a material breach of these Terms by Customer. In performing its duties and obligations hereunder, Customer agrees to use at least the same degree of care and precautions as it does with respect to its own confidential information of like importance but, in any event, to take at least reasonable care and precautions. This section does not impose obligations with respect to information that (i) is in the public domain at the time of its receipt or subsequently comes into the public domain through no breach of these Terms; (ii) was already lawfully known to Customer prior to disclosure by LiveU and was without restrictions; (iii) is independently developed by employees of Customer without breach of these Terms; or (iv) is disclosed pursuant to a judicial or other lawful government order, but only to the extent of such order, with all non-essential information redacted or withheld from disclosure, and only after reasonable prior notice to LiveU who can attempt lawful process to preclude such disclosure. All Confidential Information and any derivatives thereof, are and shall remain the exclusive property of LiveU (and/or its affiliates and third party disclosers, as applicable). Except for the limited right to use for the Purpose contained herein, neither these terms nor the delivery of any information hereunder shall be construed as granting, either expressly or by implication, estoppel or otherwise, any right or license in the Confidential Information. The obligations relating to the use and protection of Confidential Information shall survive termination or expiration of these Terms. Customer acknowledges that unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to LiveU that may be difficult to ascertain. Accordingly, Customer agrees that LiveU, without prejudice to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce the rights and obligations contained in these Terms without the necessity of proving actual damages, posting bond, or making any undertaking in connection therewith.

12. **Term and Termination.**

- 12.1. The licenses granted hereunder are for the License Period specified in the Purchase Order, unless terminated earlier as specified below.
- 12.2. Either party may terminate these Terms if the other party fails to perform any material obligation under these Terms, including without limitation any payment obligation, and such failure (if capable of remedy) remains uncured for more than thirty (30) days after receipt of written notice thereof.
- 12.3. Upon any termination or expiration of these Terms:
  - 12.3.1. Customer shall immediately uninstall and destroy the Software and Documentation, together with all copies and merged portions in any form.
  - 12.3.2. Customer shall immediately return any leased Hardware Materials to LiveU in accordance with Section 3.2 (Hardware Lease or Purchase) above.
  - 12.3.3. Each party shall promptly return to the other party all Confidential Information of such other party in its possession, or if so requested by such other party, destroy the Confidential Information and certify to the other party that it has done so.
  - 12.3.4. Obligations under these Terms and any Purchase Order, which by their nature should survive the termination or expiration of these Terms or any Purchase Order shall survive such termination or expiration.

13. **Warranty**

- 13.1. **Hardware Warranty.** LiveU warrants to Customer that any Hardware supplied to Customer hereunder shall be free from material defects in material and workmanship, subject to normal and intended use and service, for a period of twelve (12) months commencing upon the date of delivery of such Hardware to Customer in accordance with the applicable Purchase Order.
- 13.2. **Software Warranty.** LiveU warrants to Customer that the Software will in all material respects perform the functions described in the applicable Documentation for a period of ninety (90) days commencing upon the date of delivery of such Software to Customer in accordance with the applicable Purchase Order.
- 13.3. **Warranty Remedy and Exclusions.** Customer's sole and exclusive remedy and LiveU's sole liability for a warranty claim made by Customer will be, at LiveU's option, (a) to repair or replace the defective LiveU Product at no charge; or (b) in the event the defective LiveU Product is leased, to refund the fees for any period for which Customer paid in advance but did not make use of the LiveU Product because of the defect; in the event the defective LiveU Product has been purchased, to refund the fees paid to purchase such LiveU Product, less one-thirty-sixth (1/36) thereof for each month that Customer made use of the defective LiveU Product, and in each case (lease or purchase) terminate these Terms and the applicable Purchase Order and require return of the defective LiveU Product; provided that in either case of clause (a) or (b) above: (i) the claim is made promptly upon discovery of the defect and within the applicable warranty period; and (ii) LiveU determines that the defect is not due to any misuse, abuse, neglect, negligence, or unauthorized repair or modification of the LiveU Product. Any repairs, fixes, or replacement provided as part of the foregoing warranty are warranted for the remainder of the applicable warranty period, as then in effect. For clarity, and notwithstanding anything to the contrary, under no circumstances shall LiveU be liable for any loss or theft of any LiveU Product following delivery to Customer, provided that Customers who have leased Hardware and whose leases are still in effect, may obtain a replacement product in such event upon payment of the applicable Replacement Fee.
- 13.4. **Shipping and Delivery.** Customer shall return any Hardware subject to the warranty set forth in this section to LiveU, FOB LiveU's shipping location, shipping charges prepaid. No warranty returns shall be made without Customer first obtaining a Return Material Authorization (RMA) number from LiveU. Products returned to LiveU without RMAs shall be returned unopened, at Customer's risk and expense, or discarded. When requesting an RMA, Customer shall have the following information available: (i) model and serial number for each unit of the products to be returned, (ii) applicable LiveU invoice number and date; (iii) reason for return and detailed description of problem, and (iv) contact information for Customer. The RMA number shall be marked on the parcel, which shall be packaged by Customer to the best commercial standard for electronic equipment. LiveU shall pay shipping charges for delivery of repaired or replaced products, provided that if LiveU reasonably deems that the returned products are not subject to this limited warranty, Customer shall pay all return freight charges.
- 13.5. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE LIVEU PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND LIVEU DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LIVEU PRODUCTS, OPERATION THEREOF, THE CONTENT BROADCASTED, CONTINUATION OR SUCCESS THEREOF, THE MATERIALS CONTAINED THEREIN, THE HARDWARE OR SERVERS USED OR THE GOODS OR SERVICES OFFERED BY LIVEU, AND LIVEU EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIVEU DOES NOT WARRANT THAT THE LIVEU PRODUCTS WILL MEET THE COMPANY'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. WITHOUT DEROGATING FROM THE ABOVE, CUSTOMER ACKNOWLEDGES AND AGREES THAT LIVEU IS NOT RESPONSIBLE AND CANNOT CONTROL THE OPERATION OF ANY CELLULAR NETWORK(S) OR THE PASSING OF

OR TRANSMISSION OF INFORMATION VIA ANY NETWORKS. NEITHER LIVEU PRODUCTS NOR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY LIVEU ARE FAULT-TOLERANT OR DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, AND LIVEU EXPRESSLY DISCLAIMS ANY LIABILITY OR EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE.

14. **Limitation of Liability**

- 14.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL LIVEU BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR LIVEU HAS BEEN ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR ONE OR MORE REMEDIES FAILS OF ITS ESSENTIAL PURPOSE), WHETHER ALLEGED AS A BREACH OF CONTRACT, TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, OR OTHERWISE, ARISING FROM LIVEU'S PERFORMANCE OR NONPERFORMANCE PURSUANT TO ANY PROVISION OF THESE TERMS, INCLUDING THE FURNISHING, PERFORMANCE, OR USE OF THE LIVEU PRODUCTS (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA, OR COST OF COVER.
- 14.2. WITHOUT DEROGATING FROM THE ABOVE, LIVEU'S ENTIRE AGGREGATE LIABILITY UNDER, ARISING OUT OF OR CONNECTED TO THESE TERMS AND THE FURNISHING, PERFORMANCE, AND USE OF THE LIVEU PRODUCTS FOR ANY LOSSES OF ANY TYPE AND NATURE SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT ACTUALLY PAID BY CUSTOMER TO LIVEU WITHIN THE THREE (3) MONTH PERIOD PRIOR TO THE EVENT RESULTING IN LIVEU'S LIABILITY.

15. **Support Services Terms and Conditions**

LiveU offers Support Services with respect to the LiveU Products as described in LiveU's standard Support Services Terms and Conditions attached hereto as **Exhibit A** (the "**Support Services**" and the "**Support T&Cs**," respectively). The fees due in connection with such Support Services are as follows:

- 15.1. If Customer purchases Hardware from LiveU hereunder, the fees due for such purchase shall include the fees otherwise payable for Support Services for such Hardware (including the Software integrated therewith) for a period of one (1) year from the date of the Purchase Order for such Hardware. Thereafter, Customer, at its option, may order Support Services at the support fees separately set forth in a Purchase Order.
- 15.2. If Customer leases Hardware from LiveU hereunder, the fees due for such lease shall include the fees otherwise payable for Support Services for such Hardware (including the Software integrated therewith) throughout the Lease Period.
- 15.3. If Customer licenses Software on a standalone basis, the fees due for such license do not include the fees payable in connection with any related Support Services, and Customer, at its option, may order Support Services at the support fees separately set forth in a Purchase Order.

For clarity, Support Services are provided by LiveU only to Customers who have obtained LiveU Products pursuant to a Purchase Order entered into with LiveU. Support Services with respect to LiveU Products obtained from an authorized reseller of LiveU are provided by such reseller pursuant to the applicable agreement entered into with such reseller.

16. **Governing Law and Jurisdiction**. These Terms shall be governed by the laws of the State of New Jersey and controlling U.S. federal law, without regard to rules of conflict of laws, and Customer and LiveU hereby consent to the exclusive jurisdiction and venue, over any and all disputes hereunder, in the competent courts located in New Jersey. In all cases, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17. **Severability**. In the event any provision of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected

or impaired and a valid, legal and enforceable provision of similar intent and economic impact shall be substituted therefor.

18. **US Government Users.** If Customer is an agency or instrumentality of the United States Government, Customer agrees that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively; that LiveU’s rights therein are subject to these Terms, pursuant to FAR 12.212 and/or DFARS 227.7202-1 and 227.7202-3, as applicable, or successor regulations; and that Customer’s rights shall apply only to the specific agency and program for which the Software and Documentation are obtained.
19. **Assignment.** Customer may not assign these Terms, delegate any duty, or assign any right hereunder without the prior written consent of LiveU. Any such attempted assignment or delegation of duty that does not comply with the foregoing shall be null and void.
20. **Wireless Service.** WHEN A LIVEU PRODUCT IS DELIVERED WITH WIRELESS SERVICE, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LIVEU AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE. CHANGES TO AVAILABILITY (INCLUDING AVAILABILITY IN ANY PARTICULAR COUNTRY), RATE INCREASES, AND CHANGES TO TERMS AND CONDITIONS MADE BY WIRELESS SERVICE PROVIDER(S) MAY BE FLOWED DOWN AND APPLIED BY LIVEU TO CUSTOMER, BACK-TO-BACK, WITH PRIOR WRITTEN NOTICE.
21. **Limit on Responsibility and Liability.** Customer shall look only to the LiveU entity that has agreed to the Purchase Order and entered into an agreement with Customer for the performance of any obligations on the part of LiveU, and under no circumstances will any other LiveU entity be responsible or liable for the obligations of the LiveU entity that has accepted and agreed to the Purchase Order and entered into an agreement with Customer.
22. **General.** The parties hereto are independent contractors, and nothing herein shall be construed as authorizing either party to bind the other in any way or as constituting a party an agent or representative of the other. These Terms sets forth the entire understanding and agreement between Customer and LiveU and supersedes all prior agreements, whether written or oral, with respect to the LiveU Products, and may be amended only in a writing signed by each party's authorized signatories. Notwithstanding anything to the contrary, these Terms will not limit the terms and conditions of the applicable software licenses governing the Software’s open source components and other third party software components specified within the Software. No agency, partnership or employment is created by these Terms. Any waiver of the provisions of these Terms or of a party's rights or remedies under these Terms must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of these Terms or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under these Terms and will not in any way affect the validity of the whole or any part of these Terms or prejudice such party's right to take subsequent action.



## EXHIBIT A

### SUPPORT, MAINTENANCE AND PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. **Definitions.** Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
  - 1.1. “**LiveU Terms**” means the LiveU Standard Terms and Conditions to which these Support T&Cs are attached.
  - 1.2. “**Customer Support Request**” means a request for correction of an Error or other request for Support Services, which is submitted by Customer to LiveU.
  - 1.3. “**Error**” means an error in the LiveU Products which materially degrades the use of the LiveU Products.
  - 1.4. “**Priority A Error**” means an Error that renders the LiveU Products inoperative or causes the LiveU Products to fail catastrophically.
  - 1.5. “**Priority B Error**” means an Error that significantly degrades performance of the LiveU Products or materially restricts use of the LiveU Products but does not rise to the level of a Priority A Error.
  - 1.6. “**Priority C Error**” means an Error that causes only a minor impact on use of the LiveU Products.
  - 1.7. “**Support Package**” means the applicable LiveU annual support package, the terms of which are set forth in **Annex 1** to this Exhibit. The Support Packages include: (a) Gold Support; and (b) Silver Support.
  - 1.8. “**Updates**” means minor functional and technical upgrades of the Software, which may include, for example, some minor new features and/or patches and/or bug fixes. Updates are typically indicated by a number to the right of the decimal point (for example, version 3.3 is an Update of Version 3.2).
  - 1.9. “**Upgrades**” means a new generally-available release of the Software that includes significant new features, functionality and/or enhancements. Upgrades are typically indicated by a number to the left of the decimal point (for example, Version 4.0 is an Upgrade from version 3.3).
2. **Support Services; Support Packages.**
  - 2.1. During the term of these Support T&Cs, and subject to Customer’s compliance with the terms of these Support T&Cs, including without limitation payment of any applicable fees, LiveU shall make commercially reasonable efforts to respond to Customer Support Requests (within the target response times specified herein, if applicable). Such response may entail the provision of Software Updates, assistance with Errors in the Software and/or repair or replacement of Hardware. The specific terms of Support Services to which a Customer is entitled may vary depending on the Support Package that has been purchased by such Customer.
  - 2.2. Notwithstanding anything to the contrary herein, LiveU shall provide Support Services to Customer free of charge, as follows:
    - 2.2.1. if Customer has *leased* the LiveU Products, LiveU shall provide Support Services pursuant to the Gold Support Package for the entire duration of the applicable Lease Period; and
    - 2.2.2. if Customer has *purchased* the LiveU Product, LiveU shall provide Support Services pursuant to the Gold Support Package or Silver Support Package, as applicable, for a period of twelve (12) months from the date of delivery of the LiveU Product to such Customer.
3. **Description of Support Services.**
  - 3.1. Updates.
    - (a) LiveU shall provide Updates to Customer at the same time that the relevant Updates are generally released by LiveU to its other customers and licensees. Notwithstanding the foregoing, all Updates shall be supplied and installed according to LiveU’s then prevailing policies.
    - (b) To the extent that LiveU makes Updates available to Customers, such Updates shall be considered LiveU Products for the purposes of the LiveU Terms and these Support T&Cs.
    - (c) For clarity, Upgrades are only included in the applicable Support Package to the extent so specified in Annex 1.
  - 3.2. Assistance with Errors. LiveU will work with the Customer Contact (defined below) to identify the Error and shall use commercially reasonable efforts to resolve the Error as follows (“**Error Resolution**”):

- Priority A Error: by providing a workaround or local fix.
- Priority B Error: by providing a workaround or local fix if one is necessary, or by addressing the Error in an Update.
- Priority C Error: by addressing the Error in an Update.

Without derogating from any other term set forth herein, LiveU's obligation to provide an Error Resolution to Customer is subject to such Customer providing LiveU with all relevant information concerning such Error and any other particulars requested by LiveU, so that LiveU may reproduce the Error on LiveU's own system. Customer acknowledges that LiveU may not be able to reproduce or address the Error without the foregoing information.

- 3.3. **Hardware Repair or Replacement.** LiveU will repair or replace defective Hardware as set forth below. Replacement may be with new, reconditioned, or remanufactured hardware.
- 3.4. **Advanced Hardware Replacement.** If included in the applicable Support Package (as specified in **Annex 1** to this Schedule), LiveU shall provide to Customer (if requested by Customer in writing) Advanced Hardware Replacement services. "**Advanced Hardware Replacement**" means the shipment of a refurbished replacement unit for Hardware prior to LiveU's receipt of, and instead of repairing and returning, the defective Hardware. For clarity, where Advanced Hardware Replacement is included in the applicable Support Package and requested by the Customer (as aforesaid), Customer shall promptly return the original Hardware unit to LiveU, and such product unit will become LiveU's property for future use by LiveU.
4. **Support Hours.** LiveU shall provide Support Services to Customer 24 hours per day, 7 days per week.
5. **Target Response Times.** LiveU shall make commercially reasonable efforts to respond to Customer Support Requests, all in accordance with the response times for the applicable Support Package, as set forth in Annex 1 to these Support T&Cs.
6. **Communication Requirement.** Customer shall keep LiveU informed as to any Errors or problems encountered with the LiveU Products and any resolutions arrived at for those problems by Customer.
7. **Customer Contact.** Customer is required to appoint one (1) contact person who will be authorized by Customer to make Customer Support Requests to LiveU ("**Customer Contact**"). The name and contact details, including the email address and phone number, of the Customer Contact must be provided to LiveU in writing by sending an email to [help@liveu.tv](mailto:help@liveu.tv) (for Customers in the US or Latin America) or [support@liveu.tv](mailto:support@liveu.tv) (in all other countries). Customer may change its Customer Contact at any time by sending an email notice thereof to LiveU at the applicable email address as specified above. Only the Customer Contact may make a request for Support Services to LiveU, and LiveU is not under any obligation to respond to any such request from any other Customer representative.
8. **Notification Methods.** Any Customer Support Request must be submitted to LiveU via: (i) email at [help@liveu.tv](mailto:help@liveu.tv) (for Customers in the US or Latin America) or [support@liveu.tv](mailto:support@liveu.tv) (in all other countries); or (ii) 1-(877)-88-LiveU (54838) (for Customers in the US or Latin America) or 1-(609)-997-0600 (in all other countries); (each a "**Notification Channel**"). LiveU is not under any obligation to respond to any Customer Support Request that is not submitted via one of the Notification Channels.
9. **Exclusions.** LiveU shall have no obligation to provide Support Services in connection with: (i) altered or modified LiveU Products; (ii) LiveU Products that are not the current version; (iii) LiveU Products problems caused by Customer's (or third party's) misuse, negligence, hardware malfunction, modification of the LiveU Products, or other causes beyond the control of LiveU; or (iv) LiveU Products that have been installed or are being used in a way that is inconsistent with LiveU's written instructions or Documentation or in breach of the LiveU Terms or these Support T&Cs. For avoidance of doubt, customers that directly buy third party equipment such as servers must comply with LiveU specifications in order to ensure the high level performance of LiveU equipment and benefit from LiveU support.
10. **Software Upgrades.** Subject to the terms of the applicable Support Package as specified in Annex 1 to these Support T's and C's, Customer may obtain an Upgrade (of the Software) that is generally released by LiveU to its other customers and licensees. Unless Upgrades are included in the applicable Support Package, their provision to Customer is subject to the payment of additional Upgrade license fees. To the

extent that LiveU provides an Upgrade, such Upgrade shall be considered Software for the purposes of the LiveU Terms and these Support T&Cs.

#### 11. **Professional Services.**

11.1. In the event that Customer wishes to obtain any maintenance and support or related services that are not provided under these Support T&Cs (“**Professional Services**”), Customer may request that LiveU provide such Professional Services, and LiveU may choose to do so at its then-current rates for Professional Services (plus reasonable travel, accommodation and related out-of-pocket expenses), or according to special terms agreed on by the parties in writing as related to the specified work. Unless those Professional Services are subject to a separate agreement entered into between the parties, the terms and conditions of the LiveU Terms and these Support T&Cs shall apply to those Professional Services.

11.2. For the avoidance of doubt, the following services are not provided under these Support T&Cs and shall be considered Professional Services: (i) any support services that are requested as a result of Customer (or any other third party) misusing the LiveU Products or failing to comply with the Documentation or LiveU's written instructions; (ii) the installation of Upgrades; (iii) the development and supply of special or user-specific developments; (iv) integration of LiveU Products with third-party hardware or software; and/or (v) training with respect to use of the LiveU Products. In addition, if it is found that an error which was reported to LiveU is not an Error in the LiveU Products as described in these Support T&Cs, LiveU will have the right to charge Customer for the time spent in handling and diagnosing the matter, at its then-current standard hourly rates.

#### 12. **Payment.**

12.1. Customer shall pay LiveU LiveU's then current support fees for the applicable Support Package (“**Support Fees**”). The Support Fees shall be paid by Customer in advance on an annual basis within thirty (30) days after the end of the applicable prior support period.

12.2. Travel, lodging, subsistence, and out-of-pocket expenses for on-site activities are not included in the Support Fees and shall be paid by Customer.

12.3. The payment terms set forth in Section 7 of the LiveU Terms shall apply to all Support Fees payable by Customer.

12.4. Unless otherwise agreed with LiveU, in the event that Customer does not order Support Services or fails to pay the applicable Support Fees to LiveU for such Support Services on the due date, then in order to reinstate or renew Support Services, Customer must first pay LiveU the Support Fees that would be due to LiveU for Support Services during the entire period during which Customer did not purchase Support Services for such Customer.

#### 13. **Term and Termination.**

13.1. These Support T&Cs shall be coterminous with the term of the LiveU Terms. Each Gold Support Package shall be in effect for the entire duration of the Lease Period. Gold and Silver Support Packages shall be in effect for a period of one (1) year from the date Customer purchases the applicable package from LiveU (the “**Initial Support Period**”), and thereafter shall automatically renew for successive one-year periods (each a “**Renewal Support Period**”) unless either party provides the other party with notice of non-renewal at least ninety (90) days prior to the expiration of the Initial Support Period or Renewal Support Period, as applicable.

13.2. Notwithstanding the foregoing, LiveU may terminate or, at its option, temporarily suspend, its performance of Support Services hereunder if Customer materially breaches any material term set forth herein (including, without limitation, if Customer fails to pay any Support Fees when due), and such breach is not cured or remedied within thirty (30) days after written notice of the breach is given to Customer. This Support Agreement shall automatically terminate with immediate effect in the event that the LiveU Terms expire or are terminated.

13.3. Sections 14 (Warranty Disclaimer) and 15 (Limitation of Liability) of these Support T&Cs and Customer's obligation to pay the Support Fees and any other payments to LiveU as set forth herein shall survive termination or expiration of Support Services under these Support T&Cs.

14. **Warranty Disclaimer.** ANY SUPPORT SERVICES HEREUNDER ARE PROVIDED BY LIVEU “AS IS” WITHOUT WARRANTY OF ANY KIND AND LIVEU DISCLAIMS ALL WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL LIVEU BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF DATA, OR COST OF COVER) ARISING UNDER THESE SUPPORT T&CS, EVEN IF LIVEU HAS BEEN ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR ONE OR MORE REMEDIES FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF LIVEU UNDER THESE SUPPORT T&CS EXCEED THE TOTAL SUPPORT FEES ACTUALLY PAID BY CUSTOMER TO LIVEU DURING THE TWELVE (12) MONTHS PRIOR TO BRINGING THE CLAIM.

**Annex 1**  
**Support Package Terms and Support Levels**

	<b>Gold Support</b>	<b>Silver Support</b>
<b>Target response time for LiveU response to Customer Support Request</b>	4 hours	1 business day
<b>Number of Support Requests</b>	Unlimited	Unlimited
<b>Hardware Repair or Replacement</b>	Included	Included
<b>Advanced Hardware Replacement</b>	Included, replacement shipped within two (2) business days	Not included
<b>Software Upgrades</b>	Included	Not included
<b>Software Updates</b>	Included	Included
<b>Support Portal Access</b>	Provided	Provided

The provision of all of the services set forth above shall be in accordance with and subject to the provisions of the Support T&Cs.

## LIVEU STANDARD TERMS AND CONDITIONS FOR RENTALS

Last Updated: **July 21, 2016**

These LiveU Standard Terms and Conditions (the “**Agreement**”) set forth the terms and conditions governing (a) Customer's rental of Hardware Materials from LiveU; and (b) LiveU's performance of Support Services, in each case as may be specified in a Purchase Order (all the foregoing capitalized terms defined below). This Agreement constitutes an integral part of the Purchase Order. No provisions of any Customer order form, acknowledgment or other business form that Customer may use will have any effect on the rights and obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of LiveU to object to such provisions, and such provisions are hereby rejected by the parties. LiveU’s acceptance of any Purchase Order is expressly made conditional upon Customer’s acceptance of the terms and conditions set forth herein without modification or addition. LiveU shall not be deemed to have accepted any terms or conditions in a Purchase Order based on a prior course of dealing.

LiveU reserves the right to modify this Agreement at any time by posting the modified Agreement on our website (or any successor domain). Such modifications will be effective ten (10) days after such posting, and any outstanding Purchase Orders in effect on such date shall be subject to the modified Agreement and Customer agrees to be bound thereby.

### 23. **Definitions.**

- 23.1. “**Customer**” means the customer whose name appears on the Purchase Order.
- 23.2. “**Device**” means each hardware device on which the Software may be installed, including without limitation any Hardware furnished by LiveU.
- 23.3. “**Effective Date**” means the date of execution of the Purchase Order.
- 23.4. “**Hardware Materials**” means the LiveU Products and related accessories (such as SIM cards) listed under a Purchase Order.
- 23.5. “**LiveU**” means the LiveU entity whose name appears on the Purchase Order, which entity shall be either LiveU Ltd. or LiveU, Inc.
- 23.6. “**LiveU Products**” means, collectively, LiveU products listed in **Exhibit A** hereto, including their respective documentation and embedded software components.
- 23.7. “**Purchase Order**” means the ordering document or written communication (such as email) which is used to order a rental of Hardware Materials and/or Support Services under this Agreement, and which has been expressly approved by the parties.
- 23.8. “**Support Services**” means those support services (if any) detailed in the LiveU quote.
- 23.9. “**Territory**” means the territory specified in the Purchase Order.

### 24. **Hardware Rentals.**

- 24.1. Customer may rent Hardware Materials from LiveU, as mutually agreed in a Purchase Order. Delivery of the Hardware Materials to Customer shall be in accordance with the delivery terms set forth in the Purchase Order and may include delivery via LiveU's local distributor (to the extent Customer has a relationship with such distributor), and Customer shall fully cooperate with LiveU in connection with such delivery. Subject to such cooperation, LiveU shall make commercially reasonable efforts to adhere to any quoted delivery dates in the Purchase Order, but shall not be liable for any direct or indirect damage or loss that the Customer may incur as a result of a delay. In the event Customer cancels the Purchase Order prior to the quoted delivery date stated in the Purchase Order, Customer shall pay LiveU the cancellation fee set out in the **Exhibit A** attached below.
- 24.2. Subject to Customer's commitment of payment of the applicable rental fees stated in the Purchase Order (“**Rental Fees**”), Customer shall have the right to use such Hardware Materials in the Territory in accordance with the terms hereof for the rental period specified in the applicable Purchase Order (the “**Rental Period**”). For the avoidance of doubt, the accompanying documentation and embedded software components are only licensed to Customer (in object code only) for the period of the Rental Period, and on a non-exclusive basis for use solely as embedded in the Hardware Materials. [Upon expiration of the Rental Period, Customer shall immediately return the Hardware Materials to LiveU (or the designated collection point) in the same condition in which they were provided to Customer

by LiveU, less reasonable wear and tear. In the event any loss, theft, or damage, Customer shall be responsible for such loss, theft or damage and shall pay LiveU as follows: in the case of loss or theft, the full replacement fee per the then-current LiveU Product price list (the “**Replacement Fee**”), and in the case of damage, the costs to repair such damage, as determined by LiveU (the “**Repair Fee**”). No loss, theft or damage shall relieve Customer of the obligation to pay Rental Fees. Customer shall notify LiveU in writing within two (2) days after any such loss, theft or damage becomes known to Customer, and Customer shall pay the Replacement Fee or Repair Fee, as applicable, to LiveU (as determined by LiveU) within thirty (30) days after receiving an invoice from LiveU for such fees. In the case of repairs, Customer shall bear the costs of shipment of the damaged unit to LiveU and return shipment of the repaired unit. If the Rental Period is still in effect when the lost, stolen or damaged Hardware Materials are received by LiveU, LiveU shall make commercially reasonable efforts to provide a replacement unit for the remainder of the Rental Period. In the event the Hardware Materials are returned late (whether in whole or in part), Customer shall pay LiveU a late fee equal to Five Hundred US Dollars (\$500) per day, which Customer agrees to pay within thirty (30) days after receiving an invoice from LiveU therefor.

- 24.3. Customer shall not remove, alter, or deface any of the trademarks, trade names, logos, patent or copyright notices or markings, or other proprietary legends on or in, or add any other notices, markings, or legends to, the Hardware Materials.
25. **LiveU Product Restrictions.** Customer may not, directly or indirectly (i) sell, assign, lease, rent, distribute, market, sublicense, or otherwise transfer any Hardware Materials; (ii) modify, adapt, translate, or create derivative works of, reverse engineer, decompile, disassemble, or derive or attempt to derive the source code or underlying algorithms or ideas of any Hardware Materials by any means, except and only to the extent, that such activity is required to be permitted by applicable law notwithstanding this limitation and is not subject to contractual waiver; or (iii) use any Hardware Materials in a time-sharing or service bureau arrangement, or in any unlawful manner.
26. **Export.** Customer shall comply with Laws in connection with its activities under this Agreement. Without limiting the foregoing, Customer shall not sell, re-sell, distribute, lease, or otherwise commercialize, directly or indirectly, the LiveU Products to any person or entity in Lebanon, Syria, or Iran (or other countries specifically designated in writing by LiveU from time to time) or transfer, export or re-export the LiveU Products, except in full compliance with all Export Control Laws (defined below), all as then in effect. If LiveU reasonably believes that the Customer has violated, may have violated, or may have caused LiveU to violate, any Laws having a criminal implication, including without limitation the restrictions in the foregoing sentence, LiveU may immediately, at any time, suspend or terminate this Agreement, without liability, with or without notice, to Customer and without limiting any other right or remedy hereunder. In addition, if it is determined that Customer has breached this Section (in whole or in part), Customer hereby indemnifies and holds harmless LiveU for any fine or penalty imposed upon LiveU or its affiliated entities as a result of such breach. "Export Control Laws" means all export and re-export control Laws that apply to LiveU (and/or its affiliated entities) and/or to Customer, including without limitation the Export Administration Regulations (EAR) maintained by the US Department of Commerce, trade and economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR) maintained by the US Department of State. Customer understands that LiveU may be subject to regulation by agencies of the U.S. Government, including without limitation the U.S. Department of Commerce, which prohibits export, re-export or diversion of certain technical products to certain countries. If Customer or any of its Customers are part of an agency, department, or other entity of the U.S. Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the LiveU Products may be further restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies, and the Defense Federal Acquisition Regulation Supplement as applied to defense and military agencies, for “commercial items”, “commercial computer software” and “commercial computer software documentation”.
27. **Fees and Payment Terms.**
- 27.1. The Rental Fees will be invoiced and paid in accordance with the payment terms and in the currency set out in the Purchase Order. Unless the Purchase Order expressly provides otherwise, payments are non-refundable, non-cancellable, and are without any right of set-off.
- 27.2. Overdue payments shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. In the event of late payment,

Customer will also be responsible for all costs associated with collecting the outstanding amounts, including reasonable attorney's fees.

- 27.3. All prices set forth herein and in any Purchase Order are exclusive of all duties and taxes, such as, without limitation, sales, use, excise or value added taxes and withholding taxes, and other government assessments (collectively, "**Taxes**"), and Customer shall be responsible for all Taxes (except Taxes on LiveU's net income). The prices represent the net amounts to be retained by LiveU free of any liability for withholding or deduction, and shall, if applicable, be grossed-up accordingly.

28. **Ownership.**

28.1. As between the parties, LiveU is and shall remain the sole and exclusive owner of all title and intellectual property rights in and to the Hardware Materials, as well as any updates, modifications, customizations, enhancements, or other derivatives thereof. Customer acknowledges and agrees that the underlying algorithms, ideas, structure, sequence and organization of the software components of the LiveU Product (other than their open source components) are the valuable trade secrets of LiveU and/or its licensors.

28.2. As between the parties, LiveU shall be the sole and exclusive owner of all title and intellectual property rights in and to any Feedback provided to LiveU and derivative works thereof. To the extent any such intellectual property rights do not automatically vest in LiveU, Customer hereby assigns and agrees to assign (and to procure from its personnel the assignment of) such intellectual property rights to LiveU, and Customer shall execute such further instruments reasonably requested by LiveU to perfect LiveU's ownership of such intellectual property rights. Customer shall not disclose to any third party, or otherwise publish, any Feedback. "**Feedback**" means ideas, suggestions, or similar feedback about performance of any Hardware Materials and/or for improving same. Customer hereby represents and warrants that Feedback will not infringe, misappropriate or violate any third party's intellectual property rights.

29. **Third Party Components.** The Hardware Materials use third party hardware and software components, including open source software ("**Third Party Components**"). Third Party Components are delivered by LiveU as-is, and the terms and conditions associated with such components (which Customer acknowledges it shall be bound by) are provided with the Third Party Components, posted online and/or otherwise supplied as required, and to the extent of any conflict between such terms and conditions and this Agreement, the former shall govern with respect to the Third Party Component. Any covenants, representations, warranties, guarantees, conditions, indemnities or other commitments made by LiveU under this Agreement concerning the Hardware Materials (if any), are made by LiveU and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Components. Notwithstanding the foregoing sentence or anything in this Agreement to the contrary, LiveU does not make any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Components.

30. **Confidentiality.** Each of LiveU and Customer (the "**Recipient**") may have access under this Agreement to certain non-public or proprietary information or materials of the other party (the "**Discloser**"), whether in tangible or intangible form ("**Confidential Information**"). Without derogating from any other obligation in this Agreement, Customer will treat Hardware Materials as LiveU's Confidential Information. Confidential Information will not include information or material which Recipient can demonstrate: (a) was in the public domain at the time of disclosure by Discloser to Recipient hereunder; (b) became part of the public domain after disclosure by Discloser to Recipient hereunder, through no fault of Recipient; (c) was in the Recipient's possession at the time of disclosure by the Discloser hereunder, and was not subject to prior continuing obligations of confidentiality by Recipient to Discloser; (d) was rightfully disclosed to the Recipient by a third party having the lawful right to do so; and/or (e) was independently and rightfully developed by the Recipient without (direct or indirect) use of, or reliance upon, Discloser's Confidential Information.

Recipient will use the Discloser's Confidential Information solely for the purpose of Recipient performing its obligations and/or exercising its rights under this Agreement. Recipient will not disclose or make available the Discloser's Confidential Information to any third party, except to its employees and agents that have a need to know such information and that are bound by obligations at least as protective as provided herein. Each party acknowledges that in the event of a breach or threatened breach of this Section (*Confidentiality*) by the other party, the non-breaching party may suffer irreparable harm or damage for which monetary damages will be inadequate, and will,



therefore, be entitled to injunctive relief and specific performance to enforce the obligations under this Section (*Confidentiality*) without the need to post a bond.

31. **Term and Termination.**

31.1. This Agreement commences on the Effective Date and will remain in full force and effect until expiration of the Rental Period, unless terminated by either Party in accordance herewith (the "**Term**").

31.2. Either party may terminate this Agreement if the other party fails to perform any material obligation hereunder.

31.3. Upon any termination or expiration of this Agreement:

31.3.1. The Purchase Order shall terminate;

31.3.2. Customer shall immediately return all Hardware Materials to LiveU in accordance with Section 3.23 (*Hardware Rentals*) above;

31.3.3. Each party shall promptly return to the other party all Confidential Information of such other party in its possession, or if so requested by such other party, destroy or permanently delete the Confidential Information and certify to the other party that it has done so; and

31.3.4. Termination or expiration of this Agreement shall not affect any right or liability accrued by either party as of the effective date of termination or expiration. Any provision in this Agreement that is stated to survive termination, shall survive, as will Section 28 (*Ownership*) and Sections 30 (*Confidentiality*) through 43 (*Force Majeure*).

32. **Disclaimer of Warranties.** THE HARDWARE MATERIALS (INCLUDING WITHOUT LIMITATION ALL SOFTWARE AND DOCUMENTATION), AS WELL AS ANY OTHER ITEMS PROVIDED OR MADE AVAILABLE BY LIVEU, ARE PROVIDED AND MADE AVAILABLE TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR DEALING, OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY LIVEU AND ITS SUPPLIERS.

WITHOUT DEROGATING FROM THE ABOVE, CUSTOMER ACKNOWLEDGES AND AGREES THAT LIVEU IS NOT RESPONSIBLE AND CANNOT CONTROL THE OPERATION OF ANY CELLULAR NETWORK(S) OR THE PASSING OF OR TRANSMISSION OF INFORMATION VIA ANY NETWORKS. NEITHER THE HARDWARE MATERIALS NOR ANY OTHER PRODUCTS OR SERVICES PROVIDED BY LIVEU ARE FAULT-TOLERANT OR DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, AND LIVEU EXPRESSLY DISCLAIMS ANY LIABILITY OR EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH USE.

33. **Limitation of Liability**

33.1. IN NO EVENT SHALL LIVEU, ITS AFFILIATES, OR SUPPLIERS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, FOR:

(A) ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES;

(B) ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS;

(C) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR

(D) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

33.2. THE COMBINED AGGREGATE LIABILITY OF LIVEU AND ALL ITS AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE RENTAL FEES PAID BY THE CUSTOMER UNDER THE PURCHASE ORDER TO WHICH THE LIABILITY RELATES IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

- 33.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (A) EVEN IF LIVEU OR ONE OF ITS AFFILIATES HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE AND STRICT LIABILITY).
34. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of New Jersey and controlling U.S. federal law, without regard to rules of conflict of laws, and Customer and LiveU hereby consent to the exclusive jurisdiction and venue, over any and all disputes or claims hereunder, in the competent courts located in New Jersey. The United Nations Convention on Contracts for the International Sale of Goods shall not apply and is hereby disclaimed. Notwithstanding the foregoing, LiveU shall be entitled to seek equitable relief in any court worldwide that has competent jurisdiction.
35. **Entire Agreement.** This Agreement together with the Purchase Order represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous oral or written understandings and statements by the parties with respect to such subject matter. For the avoidance of doubt, this Agreement and the Purchase Order shall not be deemed or construed to derogate from, or add to, any other agreement in effect between the parties as of the Effective Date, which agreement shall continue in full force and effect subject to its terms.
36. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then: (a) the remaining provisions of this Agreement shall remain in full force and effect; and (b) such affected provision shall be ineffective solely as to such jurisdiction (and only to the extent and for the duration of such invalidity, illegality, or unenforceability), and shall be substituted (in respect of such jurisdiction) with a valid, legal, and enforceable provision that most closely approximates the original legal intent and economic impact of such provision.
37. **US Government Users.** If Customer is an agency or instrumentality of the United States Government, Customer agrees that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively; that LiveU’s rights therein are subject to these Terms, pursuant to FAR 12.212 and/or DFARS 227.7202-1 and 227.7202-3, as applicable, or successor regulations; and that Customer’s rights shall apply only to the specific agency and program for which the Software and Documentation are obtained.
38. **Assignment.** LiveU may assign this Agreement (or any of its rights and obligations hereunder) without Customer’s consent and without notice. Customer may not assign this Agreement (or any of its rights or obligations hereunder) without LiveU’s prior express written consent. Any prohibited assignment shall be null and void.
39. **Wireless Service.** IF LIVEU MAKES THE HARDWARE MATERIALS AVAILABLE WITH A WIRELESS SERVICE, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN LIVEU AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER, AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE. CHANGES TO AVAILABILITY (INCLUDING AVAILABILITY IN ANY PARTICULAR COUNTRY), RATE INCREASES, AND CHANGES TO TERMS AND CONDITIONS MADE BY WIRELESS SERVICE PROVIDER(S) MAY BE FLOWED DOWN AND APPLIED BY LIVEU TO CUSTOMER, BACK-TO-BACK, WITH PRIOR WRITTEN NOTICE.
40. **Limit on Responsibility and Liability.** Customer shall look only to the LiveU entity that has agreed to the Purchase Order and entered into an agreement with Customer for the performance of any obligations on the part of LiveU, and under no circumstances will any other LiveU entity be responsible or liable for the obligations of the LiveU entity that has accepted and agreed to the Purchase Order and entered into an agreement with Customer.
41. **Relationship.** The parties hereto are solely independent contractors, and nothing herein shall be construed as authorizing either party to bind the other in any way or as constituting a party an agent or representative of the other, and no agency, partnership or employment is created by these Terms.

42. **Waiver.** No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver granted hereunder must be in writing (for waivers by Customer, emails will be acceptable; for waivers by LiveU, the writing must be duly signed by LiveU), and shall be valid only in the specific instance in which given. Any remedies under this Agreement shall be deemed cumulative of all other remedies available at law or in equity.
43. **Force Majeure.** LiveU shall not be responsible for any failure to perform any obligation or provide any service hereunder because of any (a) act of God, (b) war, riot or civil commotion, (c) governmental acts or directives, strikes, work stoppage, or equipment or facilities shortages, and/or (d) other similar cause beyond LiveU's reasonable control.

**Exhibit A**

**Cancellation Fees**

<b># Days Before Event Start Date</b>	<b>Cancellation Fee</b>
> 90 Days	Free Cancellation
60-90 Days	25%
30-60 Days	50%
15-30 Days	75%
<15 Days	100%