

LIVELIKE VIEWER ENGAGEMENT PLATFORM AGREEMENT
Terms and Conditions

1. Background. This agreement (the “Agreement”) sets forth the terms and conditions pursuant to which LiveLike provides Customer access and services related to its proprietary technology (the “LiveLike Technology”) which enables content owners and broadcasters to deliver interactive tools to their audiences, which may include, but are not limited to, customized widgets and skins, and chat, polling and gamification features (the “Viewer Engagement Platform”). The Viewer Engagement Platform includes a software development kit and/or application programming interface and a producer content management system, [that includes third-party services that provide live voice, video, chat and broadcasting capabilities and other communications features and functionalities (the “Communication Features”), which shall be deemed part of the LiveLike Technology for the purposes of this Agreement], and augments Customer’s existing mobile application (the “Application”) for the live streaming of sports or other content (the “Customer Broadcast”) by individuals authorized by Customer (“End Users”) who have downloaded the Application. This Agreement incorporates and governs the Order Form(s) entered into between LiveLike and Customer for use of the Viewer Engagement Platform (each, an “Order Form”). Capitalized terms not defined here shall have the meaning given to them in an Order Form. Execution of any Order Form by Customer shall constitute Customer’s unconditional acceptance of this Agreement. The Agreement shall be effective upon the first Effective Date set forth in an Order Form.

2. License Grant.

(a) LiveLike License Grant. During the Term (as defined in Section 5(a)), and subject to Customer’s compliance with the terms of this Agreement, LiveLike grants to Customer a worldwide, non-exclusive, non-transferable (except pursuant to Section 10(b)) license to [install/integrate] the LiveLike Technology with Customer’s Application and make available the Viewer Engagement Platform to End Users to enable End Users to engage in interactive activities on the Application. The license granted hereunder is non-sublicensable except that Customer may grant non-exclusive, non-transferable sublicenses to install and use the Viewer Engagement Platform to End Users who have downloaded Customer’s Application solely for each such End User’s own personal use.

(b) Restrictions on Use of LiveLike Technology. Customer shall not (and shall not permit any employee, contractor, End User or other third party to): (i) reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process to the LiveLike Technology, including in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code of the LiveLike Technology or any trade secret information or process contained in any of the LiveLike Technology; (ii) sublicense, resell, distribute use the LiveLike Technology in a software as a service or service bureau environment or for the benefit of third parties (other than authorized End Users); (iii) use, reproduce, distribute, or sublicense the LiveLike Technology except as expressly permitted herein; (iv) modify or create derivative works of the LiveLike Technology; (v) assign or otherwise transfer, including by operation of law, the LiveLike Technology, the licenses or this Agreement, in whole or in part, or, except as expressly permitted herein, grant any rights in the LiveLike Technology, the licenses, or this Agreement, in whole or in part, by sublicense or otherwise (other than to authorized End Users as expressly provided herein); (vi) alter, remove or obscure any copyright, patent, trademark or other proprietary or restrictive notice or legend contained in or included with the Viewer Engagement Platform, or any copies thereof, in whatever media or form, (vii) use the LiveLike Technology or transmit Customer Data, in any manner that violates in any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency, or (viii) assert (or authorize, assist, or encourage any third party to assert) any intellectual property infringement claims against LiveLike or any of its affiliates or licensors regarding any portions of the LiveLike Technology. Customer shall not utilize the LiveLike Technology for (a) transmission of offensive, sexually explicit, illegal, dangerous, gratuitously violent, harassing, defamatory, or threatening content or activity which LiveLike, in its reasonable discretion, deems objectionable; (b) gambling, games of chance, or illegal sweepstakes or contests; (c) promoting, encouraging or facilitating any illegal activity, violating the law or the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality); or (d) imposing an unreasonable or disproportionately large load or circumventing or attempting to circumvent any filtering, security measures or other features designed to protect the Viewer Engagement Platform. All acts and omissions of End Users shall be deemed to be those of Customer, and Customer shall be responsible therefor.

(c) End User Agreement. The licenses granted in Section 2(a) above require Customer to distribute the LiveLike Technology to End Users pursuant to terms and conditions (“End User T&Cs”) that contain terms consistent with and no less protective of LiveLike than this Agreement, including but not limited to the restrictions in Section 2(b) above. Customer agrees to promptly notify LiveLike of any breach of an End User T&Cs with respect to the LiveLike Technology, of which it becomes aware, and further agrees that it will use reasonable commercial efforts to enforce all End User T&Cs. Customer shall promptly notify LiveLike in writing upon its discovery of any unauthorized use of the LiveLike Technology.

(d) Branding of Viewer Engagement Platform; Trademark Licenses. The Viewer Engagement Platform distributed by Customer for use by its End Users shall be marketed under Customer’s or its affiliates’ name and trademarks to identify Customer as the source of the Application, but using LiveLike’s trademarks and logo as the source of the Viewer Engagement Platform (for example, “Powered by LiveLike®”) as mutually agreed by the parties. LiveLike hereby grants Customer the limited, revocable, non-exclusive right during the Term to use the LiveLike trademarks that LiveLike and Customer mutually agree shall be used in marketing the Viewer Engagement Platform for the sole purpose of carrying out its promotional activities hereunder with End Users. Customer shall use such LiveLike trademarks in compliance with any style guides or other requirements specified by LiveLike from time to time, and all goodwill associated with such LiveLike trademarks shall inure solely to the benefit of LiveLike. Customer hereby grants LiveLike the limited, revocable, non-exclusive right during the Term to use the Customer trademarks that LiveLike and Customer mutually agree shall be used in marketing the Viewer Engagement Platform for the sole purpose of streaming the Customer Broadcast.

3. Ownership and Proprietary Rights.

(a) LiveLike Technology. Customer acknowledges and agrees that as between LiveLike and Customer, all right, title and interest in and to the LiveLike Technology, and all improvements and derivatives of the foregoing, even if suggested by Customer (including all intellectual property and proprietary rights embodied therein or associated therewith), are and shall remain owned by LiveLike or its licensors, and this Agreement in no way conveys any right, title or interest in the LiveLike Technology other than the rights expressly set forth herein.

(b) Data. Customer acknowledges and agrees that as between LiveLike and Customer, LiveLike owns and shall retain (i) all data generated or collected by LiveLike in its operation of, or collected by LiveLike from Customer’s use of, the Viewer Engagement Platform; and (ii) aggregated data or analytics developed in connection with operation or use of the LiveLike Technology, ((i) and (ii) collectively, the “LiveLike Data”). LiveLike acknowledges and agrees that as between LiveLike and Customer, Customer owns and shall retain all right, title and interest in and to all data and information inputted or uploaded into the Viewer Engagement Platform by End Users (the “End User Data”), provided, however, that Customer shall grant a license to LiveLike to the End User Data for the purposes of operating the Viewer Engagement Platform.

(c) Communication Features Data. Customer will have control over any and all Customer Data which Customer or the End Users of the Application upload through the Communication Features. Customer hereby grants to LiveLike a non-exclusive, royalty-free, worldwide license during the term of this Agreement to reproduce, distribute, publicly perform, publicly display and digitally perform the Customer Data in conjunction with the Communication Features. Additionally, Customer understands that the technical processing and transmission of the Communication Features, including any Customer Data provided by Customer, may involve (i) transmissions over various third party networks, and (ii) changes to conform and adapt to technical requirements of connecting networks or devices, and Customer consents to such transmission and changes. Customer additionally agrees to provide all necessary disclosures and obtain all necessary consents from each of its End Users to grant LiveLike the foregoing rights.

(d) Customer Broadcast and Application. LiveLike acknowledges and agrees that as between LiveLike and Customer, all right, title and interest in and to the Customer Broadcast and the Application, and all improvements and derivatives of the foregoing (including all intellectual property and proprietary rights embodied therein or associated therewith), are and shall remain owned by Customer or its licensors, and this Agreement in no way conveys any right, title or interest in the Customer Broadcast or the Application. Customer is responsible for processing and handling notices it receives from any third party claiming that Customer’s or its End User’s content in connection with the Viewer Engagement Platform violates such party’s rights including without limitation, notices pursuant to the Digital Millennium Copyright Act.

(e) Open Source and Third-Party Components. The LiveLike Technology may include certain third party software components and open source software components that are subject to separate license agreements. To the limited extent a third party license or open source license expressly supersedes the Agreement, that third party license or open source license, as applicable, instead governs Customer's agreement with LiveLike for the specific included third party or open source components of the LiveLike Technology, or use of the LiveLike Technology (as may be applicable).

4. Payment.

(a) Fees. In consideration of the provision of the LiveLike Technology hereunder, Customer shall pay LiveLike the fees specified on each Order Form or otherwise mutually agreed by the parties in writing (collectively, the "Fees"). LiveLike will invoice Customer for and Customer shall pay Fees due according to the payment terms and using the payment method set forth in such Order Form.

(b) Expenses. Unless otherwise specified in an Order Form, Customer will reimburse LiveLike for reasonable and documented out-of-pocket expenses incurred by LiveLike and its personnel in performance of the services, if any, set forth in such Order Form.

(c) Invoices, Payments and Late Penalties. Unless otherwise specified in an Order Form, LiveLike shall invoice Customer for all Fees when due and full payment for invoices issued in any given month must be received by LiveLike fifteen (15) days after the mailing date of the invoice (or, if the fees are not due until a later date, then when the invoiced fees become due). Unless otherwise specified in an Order Form, payment shall be made by wire transfer according to the wire instructions provided to Customer by LiveLike. Customer shall pay interest on all late payments at the lesser of (i) 1.5% per month or (ii) the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer agrees to pay reasonable attorneys' fees and court costs incurred by LiveLike to collect any unpaid amounts owed by Customer.

(d) Taxes; Late Payments. Customer will be solely responsible for, and will promptly pay, all taxes of any kind (including but not limited to sales and use taxes) associated with this Agreement, except for taxes based on LiveLike's net income.

5. Term and Termination.

(a) Term. This Agreement takes effect on the Effective Date and shall continue until the end of the period set forth in the last Order Form to terminate (the "Term"), unless earlier terminated in accordance with this Section 5.

Upon completion of the Term, this Agreement will automatically renew for a period of 1 year and automatically renew for each subsequent year unless terminated by either party upon at least 90 (ninety) days prior written notice before the renewal date. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the rendering of services and billing.

(b) Termination. Either party may, by written notice thereof to the other party, terminate this Agreement if the other party materially breaches any obligation or term of this Agreement and fails to cure such breach within thirty (30) days' written notice by the non-breaching party.

(c) Effects of Expiration or Termination. Upon the expiration or termination of this Agreement, (i) LiveLike shall cease to provide the LiveLike Technology and all licenses hereunder shall terminate, (ii) Customer shall pay LiveLike all unpaid fees owed hereunder and reimburse LiveLike for all expenses incurred that are reimbursable hereunder through termination; (iii) Customer shall remove all copies of the LiveLike Technology from the Customer Application; and (iv) each party shall cease using and shall return or destroy the Confidential Information of the other party in its possession in accordance with Section 6(c).

(d) Suspension. LiveLike may, in its reasonable discretion, suspend access to the LiveLike Technology at any time if LiveLike believes that (a) Customer is in breach of any obligations under this Agreement; (b) Customer's or

its End User's use of the LiveLike Technology poses a security risk; (c) Customer's or its End User's use of the LiveLike Technology violates, misappropriates, or infringes the rights of LiveLike or a third party; or (d) Customer's or its End User's use of the LiveLike Technology renders the Viewer Engagement Platform unavailable, for instance, through a distributed denial of service (DDoS) attack. If feasible, LiveLike will reasonably inform Customer about the reasons for any such suspension in advance, but has no obligation to provide prior notice to the extent an issue is causing immediate, material and ongoing harm to the Viewer Engagement Platform or other LiveLike customers. If LiveLike notifies Customer that a particular End User is causing any of the above issues, and Customer fails to comply with LiveLike's request to address the problem, then LiveLike may suspend access to the LiveLike Technology, disable the Application's access to the Viewer Engagement Platform, and/or disable the offending End User's access to the Viewer Engagement Platform (as may be applicable) until such violation is corrected. In addition, LiveLike reserves the right suspend or terminate Customer's access to the Viewer Engagement Platform if an authorized reseller of LiveLike fails to pay LiveLike the fees due and payable by the authorized reseller for any LiveLike Technology licenses or services purchased under the applicable Order Form and does not make such payment within thirty (30) days following LiveLike's notice to such authorized reseller for failure to pay.

(e) Survival. The rights and obligations of the parties in Sections 2(b), 2(c), 3, 4, 5(c), 5(d), 6, 8, 9 and 10 shall survive any termination or expiration of this Agreement.

6. Confidentiality.

(a) Definitions and Primary Obligations. During and after the Term of this Agreement, each party receiving Confidential Information (as defined below) (the "Receiving Party") from the other party (the "Disclosing Party") may use such Confidential Information solely for the purpose or the performance of its obligations or exercise of its rights hereunder (including the license granted under Section 2), and may not disclose such Confidential Information to any third party. "Confidential Information" means all information disclosed by one party to the other party hereunder before or during the Term of this Agreement to the extent that either: (i) is marked as confidential or with similar marking at the time of disclosure, or (ii) considering the nature of the information and circumstances of its disclosure, a reasonable person would understand it to be confidential. All non-public information regarding the LiveLike Technology, the LiveLike Data and LiveLike's business and technology development plans, and all know-how or other proprietary information of LiveLike and its licensors are the Confidential Information of LiveLike. All non-public-information regarding the Application or the Customer Broadcast, and all know-how or other proprietary information of Customer and its licensors, are the Confidential Information of Customer. The terms of this Agreement shall be the Confidential Information of both Customer and LiveLike. Notwithstanding the foregoing, "Confidential Information" shall not include any information to the extent: (A) it is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (B) it is rightfully in the Receiving Party's possession at the time of disclosure without an obligation of confidentiality; (C) it is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (D) it is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure.

(b) Protection. The Receiving Party will only disclose Confidential Information of the Disclosing Party to its employees and contractor personnel on a need-to-know basis and only to the extent such personnel are bound by confidentiality obligations substantially similar to those set forth in this Agreement; provided that, all acts and omissions of such personnel shall be deemed to be acts and omissions of the Receiving Party, which shall be liable and responsible therefor. The Receiving Party will protect the Confidential Information of Disclosing Party using the same degree of care that it uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care.

(c) Return of Confidential Information. Except (i) as otherwise specifically provided in this Agreement, (ii) as reasonably necessary to exercise any of its rights or perform any of its obligations hereunder which survive termination or expiration, (iii) for one copy retained solely for records/compliance purposes, and (iv) for backup or similar copies in its computer systems (subject to its normal retention and destruction processes therefor), upon the termination or expiration of this Agreement, the Receiving Party will promptly return to the Disclosing Party, or destroy, the Disclosing Party's Confidential Information.

(d) Permitted Disclosure. The above nondisclosure obligations shall not prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent it is required to do so by applicable law or

regulation, or a valid order of a court or other governmental body having jurisdiction; provided that the Receiving Party gives the Disclosing Party reasonable prior written notice of such disclosure, to the extent permitted by applicable law and regulation and otherwise practicable, and uses reasonable efforts to obtain, or to assist the Disclosing Party in obtaining, a protective order limiting further disclosure or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

(e) Feedback. Notwithstanding the above or anything to the contrary herein, to the extent that Customer at any time provides LiveLike with any feedback or suggestions regarding the LiveLike Technology, including potential improvements or changes thereto (collectively, “Feedback”), the Feedback shall not be considered Confidential Information of Customer, and LiveLike shall be free to use, disclose, and otherwise exploit in any manner, the Feedback for any purpose.

7. Additional Rights and Obligations of the Parties.

(a) Data Protection. Each party agrees to comply with all applicable privacy and data protection laws and regulations. Each party agrees to (i) maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Confidential Information in its possession; (ii) maintain appropriate access controls, firewalls, passwords and malware protection; (iii) periodically conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of such Confidential Information and improve, where necessary, the effectiveness of its safeguards for limiting those internal and external risks; and (iv) ensure that its information security practices are consistent with applicable information security laws and prevailing industry practices. Each party will promptly notify the other party if such party has reason to believe that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, damage or destruction of Confidential Information related to this Agreement.

(b) Integration and Support Services. LiveLike may provide services to Customer pursuant to this Agreement, as specified in any Order Form, for the Fees set forth in such Order Form. Such services, if any, shall be considered part of the LiveLike Technology provided under this Agreement, and may include integration, basic or enhanced support, and account management services.

(c) Publicity. LiveLike shall have the right to use Customer’s name and logo on client lists published on LiveLike’s website and in marketing materials. LiveLike may announce the relationship hereunder in a press release provided that LiveLike obtains Customer’s prior approval of the wording of the release (not to be unreasonably withheld).

8. Representations, Warranties and Covenants; Disclaimer of Warranties; Limitations of Liability.

(a) Authority; Compliance with Law. Each party hereby represents and warrants that: (i) it has the full corporate power and authority to enter into and perform this Agreement, and it knows of no contract, agreement, promise, undertaking or other fact or circumstance which would prevent the full execution and performance of this Agreement by it; and (ii) it is a corporation duly organized and in good standing in the country or state of its incorporation and in good faith is and fully intends to remain in compliance with all applicable laws, rules and regulations in the conduct of its business.

(b) Consents. Customer represents, warrants and covenants that Customer has all necessary authority and permissions to integrate the LiveLike Technology with the Application and to permit End Users to access and use the Viewer Engagement Platform as contemplated hereunder, including all permissions to the extent necessary or required under applicable law.

(c) Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE IN THIS SECTION 8, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THEIR RESPECTIVE TECHNOLOGIES, AND EACH PARTY HEREBY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR

NON-INFRINGEMENT, AND ANY WARRANTY ARISING THROUGH COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, LIVELIKE EXPRESSLY DISCLAIMS ANY WARRANTIES: (I) THAT THE LIVELIKE TECHNOLOGY SHALL BE ERROR FREE OR UNINTERRUPTED; OR (II) THAT THE VIEWER ENGAGEMENT PLATFORM WILL FUNCTION ON ANY PARTICULAR DEVICE. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT LIVELIKE DOES NOT CONTROL STREAMING OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR ANY CDN (SUCH AS AMAZON WEB SERVICES), AND THAT THE VIEWER ENGAGEMENT PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. LIVELIKE IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF, ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

(d) Limitation of Liability. EXCEPT WITH RESPECT TO (I) A BREACH BY EITHER PARTY OF SECTION 2 (LICENSE) OR SECTION 6 (CONFIDENTIALITY), (II) ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), (III) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (IV) CUSTOMER'S OBLIGATION TO PAY ALL AMOUNTS DUE HEREUNDER: (A) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF SUCH PARTY, ITS EMPLOYEES, AGENTS OR CONTRACTORS, INCLUDING WITHOUT LIMITATION DAMAGES OR LOSS OF A COMMERCIAL NATURE SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, PROFITS OR REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IT IS EXPRESSLY AGREED THAT THE AGGREGATE LIABILITY OF EITHER PARTY (OR ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR AGENTS) WITH RESPECT TO ANY CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO LIVELIKE DURING THE PRIOR TWELVE (12) MONTHS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE EXTENT THE LOSS OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY.

(e) Customer shall not make any representations or warranties, whether written or oral, to third parties, including without limitation, End Users of the Applications, on behalf of LiveLike or any LiveLike licensor, supplier or affiliate. Customer acknowledges and agrees that the LiveLike Technology is not designed, manufactured for: (i) high risk activities such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the LiveLike Technology could lead to death, personal injury, or environmental damage or (ii) processing sensitive, personally identifiable information that is subject to specific regulations or laws that impose increased protections and/or obligations with respect to handling that type of information (e.g. HIPAA).

9. Indemnification.

(a) By LiveLike. LiveLike shall defend, indemnify, and hold harmless Customer, its officers, directors, employees, and agents from and against any damages, liabilities, costs and expenses (including attorneys' reasonable fees) (collectively "Damages") arising out of any actual or threatened claim by any third party to the extent based on the infringement of the intellectual property rights of any third party by the LiveLike Technology. LiveLike's obligations under this Section 9 will not apply with respect to any claim of infringement to the extent based on or attributable to (i) the Application or the Customer Broadcast; (ii) any modification to the LiveLike Technology by any person other than LiveLike; (iii) the use of the LiveLike Technology combined with other software or hardware other than the integration of the LiveLike Technology with the Application as contemplated by this Agreement; and/or (iv) use of the LiveLike Technology other than in accordance with this Agreement.

(b) By Customer. Customer shall defend, indemnify, and hold harmless LiveLike, its officers, directors, employees, and agents from and against any Damages arising out of any actual or threatened claim by any third party with respect to, based on, or claiming that (i) the Application or the Customer Broadcast violates any intellectual property, publicity, privacy or broadcast rights of any third parties; or (ii) any use of the LiveLike Technology by End Users not in accordance with the End User T&Cs.

(c) Procedures. If either party intends to claim indemnification under this Section 9 (whether for itself or on behalf of another indemnitee), then such party (the “Indemnified Party”) shall promptly notify the other party (the “Indemnifying Party”) of any claim or Damages in respect of which the Indemnified Party intends to claim such indemnification reasonably promptly after the Indemnified Party or indemnitee is aware thereof, and the Indemnifying Party shall assume the defense of any related third party action, suit or proceeding with counsel mutually satisfactory to the parties. The indemnity agreement in this Section 8 shall not apply to amounts paid in settlement of any claim, loss, damage or expense if such settlement is effected without the consent of the Indemnified Party, which consent shall not be withheld or delayed unreasonably. The failure of the Indemnified Party to deliver notice to the Indemnifying Party within a reasonable time after the Indemnified Party or the applicable indemnitee becomes aware of any such matter, if prejudicial to the Indemnifying Party’s ability to defend such action, shall relieve the Indemnifying Party of any liability to the Indemnified Party and the indemnitees under this Section 9 with respect to such matter. The indemnitees, including the Indemnified Party, shall cooperate fully with the Indemnifying Party and its legal representatives in the investigation of any matter covered by this indemnification.

10. General.

(a) Independent Contractor Status. The parties are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture, or agency relationship between them.

(b) Assignment. Neither party shall assign or transfer this Agreement or any of its obligations, responsibilities, rights or interests under this Agreement without the written consent of the other party, except to an acquiror or successor pursuant to a merger or a sale of all or substantially all of such party’s assets to which this Agreement relates. Any assignment or transfer by either party in violation of this Section 10(b) shall be void and without force or effect.

(c) Notices. Unless expressly stated otherwise herein, any notice, demand, request or delivery required or permitted to be given by either party pursuant to the terms of this Agreement shall be in writing and shall be deemed given (i) when delivered personally, (ii) on the next business day after timely delivery to an overnight courier and (iii) on the third business day after deposit in the U.S. mail (certified or registered mail return receipt requested, postage prepaid), addressed to the party at such party’s address as set forth on the signature page of this Agreement and as may be subsequently modified by written notice.

(d) Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of New York, without regard to its choice of law rules. Any action brought in connection with this Agreement shall be brought only in the state or federal courts located in the State of New York. In any such action, both parties consent to the personal jurisdiction of the federal and/or state courts located in the State of New York and waive any objections to venue of such courts.

(e) Force Majeure. LiveLike shall not be liable or responsible to Customer, nor be considered to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of LiveLike, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor disputes, computer, telecommunications, internet service provider, CDN, or hosting facility failures or delays involving hardware, software or power systems not within LiveLike’s possession or reasonable control, and denial of service attacks.

(f) Injunctive Relief. Each party acknowledges that its breach of any intellectual property or confidentiality obligations or restrictions herein (including any limitations or restrictions on use of the LiveLike Technology) will cause substantial harm to the other party that could not be remedied by payment of damages alone. Accordingly, the other party will be entitled to seek preliminary, temporary and permanent injunctive relief, and other equitable relief, for any such breach, without any requirement to post bond, in any court of competent jurisdiction.

(g) Export. Customer will not (whether directly or indirectly) export or re-export the LiveLike Technology to or use the Application to access the Viewer Engagement Platform from: (a) any countries that are subject to US export restrictions (such as, by way of example and not limitation, Cuba, Iran, North Korea, Sudan, and Syria); or (b) any

third party who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government (such as someone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List).

(h) Government End Users. The LiveLike Technology and any associated Documentation are "Commercial Items," as such term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only (a) as Commercial Items, and (b) with those rights that are granted to all other end users under the Agreement.

(i) Entire Agreement; Counterpart Signatures; Waivers; Severability. This Agreement, including all Order Forms and any appendices, exhibits or attachments thereto, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, and understandings related to the subject matter hereof. No modifications of this Agreement will be binding on either party unless set forth in a writing signed by both parties. The terms and conditions contained in any invoice, purchase order, acknowledgment, or other such document issued by either party that conflict with or are inconsistent with the terms and conditions contained in this Agreement shall be of no force or effect. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. No waiver of any portion of this Agreement will be effective unless in a writing signed by the waiving party. The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right of such party to enforce that or any other provision of this Agreement. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined to be invalid or unenforceable, the remaining provisions of this Agreement will remain binding and enforceable, and shall be interpreted so as best to reasonably effect the intent of the parties. This Agreement may be only amended in writing signed by both parties.