

## Master Services Agreement

### Date:

This MASTER SERVICES AGREEMENT comprises the agreement by and between Us and You. Each of us are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Each of us, intending to be legally bound, hereby agree as follows:

THIS MASTER SERVICES AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL OR FREE ACCOUNT FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR ACCOUNT. BY ACCEPTING THIS MASTER SERVICES AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS MASTER SERVICES AGREEMENT, YOU AGREE TO THE TERMS OF THIS MASTER SERVICES AGREEMENT. IF YOU ARE ENTERING INTO THIS MASTER SERVICES AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS MASTER SERVICES AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 6 October, 2016.

### 1. DEFINITIONS

"Agreement" means this Master Service Agreement and any Order Form.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Deliverable" means any software, consultations, documentation and/or other materials prepared by Us for You as described in an SOW.

"Effective Date" means the date stated above, or in the case of online contracting, the date You accept this Master Services Agreement.

“Partners” means the online directory of applications that interoperate with the Services, located at <http://www.medial.com/partners> or at any successor websites.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Non-MEDIAL Applications” means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services, including but not limited to those listed on the Partners page (<http://www.medial.com/partners>) and those identified as plugins (<http://www.medial.com/plugins>) or by a similar designation.

“Order Form” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

“Package” means the Services package initially purchased by You as set out in the Order Form as may be increased in accordance with clause 3.2.

“Package Term” means the duration of the initially purchased Package as set out in the Order Form and any renewal thereof 12.2.

“Professional Services” means the services to be provided by Us to You as described in an SOW, which may include, without limitation, customization and integration services. For greater certainty, Professional Services do not include the Services.

“Purchased Services” means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

“Services” means the products and services that are ordered by You under a free trial or an Order Form and made available by Us online via the customer login link at <http://support.medial.com> and/or other web pages designated by Us, including associated offline components, as described in the User Guide. “Services” exclude Non-MEDIAL Applications.

“Statement of Work” or “SOW” means a statement of work for Professional Services and/or Deliverables that is executed by You and Us.

“User Guide” means the online user guide for the Services, accessible at <http://help.medial.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide during the free trial or free account described in Section 2 (Free Trial / Free Account) below.

“Users” means individuals who are authorized by You to use the Services and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, students, teachers, professors, consultants, contractors and agents, and third parties with which You transact business.

“We,” “Us” or “Our” means Streaming Ltd, a company registered under the laws of England and Wales (registered number 06501843) whose registered office is at Devonshire House, Manor Way, Borehamwood, Herts, WD6 1QQ.

“You” or “Your” means the institution, company or other legal entity executing this Agreement (in respect of off-line contracting) or accepting this Agreement through the registration process (in respect of online contracting) and Affiliates of such institution, company or other legal entity.

“Your Data” means all electronic data or information submitted by You to the Purchased Services.

## **2. FREE TRIAL / FREE ACCOUNT**

If You register on our website for a free trial or free account, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered or are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PACKAGE TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

IF YOU PURCHASE SERVICES YOU WILL NOT BE ABLE TO DOWNGRADE YOUR ACCOUNT TO A FREE ACCOUNT OR TRANSFER DATA FROM AN ACCOUNT FOR PURCHASED SERVICES TO A TRIAL OR FREE ACCOUNT.

NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL OR FREE ACCOUNT THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND ANY LIABILITY FOR US.

Please review the User Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

## **3. PURCHASED SERVICES AND PROFESSIONAL SERVICES**

3.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a Package Term.

3.2. Packages. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as the Package specified in the Order Form (ii) if You exceed the total aggregate data limit then You will be liable to pay for the next higher applicable Package specified in the Order Form pro-rated for the remainder of Your Package Term at the rate specified in the Order Form. Such increase will commence with effect from Your next scheduled instalment payment stage.

3.3. Professional Services. Upon execution of an SOW by the parties and subject to the terms and conditions in such SOW and the terms and conditions of this Agreement, we shall provide the Professional Services described in such SOW in accordance with the time lines and other provisions set forth in such SOW and You shall pay us the charges specified in such SOW in accordance with the applicable payment schedule in such SOW.

#### **4. USE OF THE SERVICES**

4.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 72 hours emailed notice and which We shall schedule to the extent practicable during the hours of 22:00 to 24:00 (Fridays, Saturdays and/or Sundays), UK time, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations. Further information on our responsibilities can be found under section 4.6. of this document detailing our Service Level Agreement (SLA).

4.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data except to the extent reasonably necessary for the efficient provision of the Purchased Services, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy, publicity or other rights or otherwise in violation of the Guidelines, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4.4. Acceptable Use Guidelines. Your use of the Services is subject to compliance with Our acceptable use guidelines (the “Guidelines”), which can be found online at: <http://www.medial.com/legal/guidelines>. You acknowledge that the Guidelines may be updated from time to time and We may post amended Guidelines on Our website and/or notify You via email. You are responsible for keeping Yourself up to date on the current Guidelines and You will be deemed to have read any updated Guidelines and any such updated Guidelines will be deemed to have been amended upon being posted on Our website. Failure to comply with the Guidelines, including after You have been provided with at least seven (7) days notice of default, may result in the Services and/or this Agreement being terminated by Us without further notice. If any violation is deemed offensive by Us in our sole discretion, We are entitled to immediately remove the offensive material and advise You.

4.5. Control and Location of Services. The method and means of providing the Services shall be under Our exclusive control, management, and supervision, giving due consideration to Your requests. The Services (including data storage), shall be exclusively from within the EEA and on computing and data storage devices residing therein.

4.6. Service Level Agreement. During the time during which You have paid for Purchased Services, We will provide such Purchased Services in accordance with the applicable Service Level Agreement (SLA) as described at <http://www.medial.com/legal/sla>.

## **5. NON-MEDIAL PROVIDERS**

5.1. Acquisition of Non-MEDIAL Applications. We or third parties may from time to time make available to You (e.g., through the Partners page at <http://www.medial.com/partners>) third-party products or services, including but not limited to Non-MEDIAL Applications and implementation, customization and other consulting services. Any acquisition by You of such Non-MEDIAL Applications, and any exchange of data between You and any provider of any Non-MEDIAL Applications, is solely between You and the applicable provider of such Non-MEDIAL Applications. We do not warrant or support Non-MEDIAL Applications, whether or not they are designated by Us as “certified” or otherwise, except as specified in an Order Form. Subject to Section 5.3 (Integration with Non-MEDIAL Services), no purchase of Non-MEDIAL Applications is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

5.2. Non-MEDIAL Applications and Your Data. If You install or enable Non-MEDIAL Applications for use with Services, You acknowledge that We may allow providers of those Non-MEDIAL Applications to access Your Data as required for the interoperation of such Non-MEDIAL Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-MEDIAL Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-MEDIAL Applications for use with the Services.

5.3. Integration with Non-MEDIAL Applications. The Services may contain features designed to interoperate with Non-MEDIAL Applications (e.g., Shibboleth, Blackboard, Moodle, Canvas, Techsmith Relay, OneLan Omniserver, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Non-MEDIAL Applications from their providers. If the provider of any such Non-MEDIAL Application

ceases to make the Non-MEDIAL Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

## **6. FEES AND PAYMENT FOR PURCHASED SERVICES**

6.1. Fees. You shall pay all fees specified in all Order Forms and SOWs hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Package purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) You cannot move down to a lower Package during the Package Term stated on the Order Form. Package fees are fixed for the Package Term and in respect of any renewals are subject to change in accordance with clause 12.2.

6.2. Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. Invoices will be issued in accordance with the Payment Schedule listed on the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due NET 30 days from the invoice date. You are responsible for providing Us with complete and accurate billing and contact information and notifying Us of any changes to such information.

6.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the per annum rate of 4% over the base commercial lending rate of Barclays Bank plc from time to time, from the date such payment was due until the date paid, and/or (b) We may condition future Package renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for the Services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services and/or Professional Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending any Services and/or Professional Services being provided to You.

6.5. Payment Disputes. We shall not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

## **7. PROPRIETARY RIGHTS**

7.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

7.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the application programming interfaces provided with the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

7.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You hereby grant Us a royalty-free, non-exclusive, non-transferable (except as provide in Section 14.8) license to exploit Your Data solely to the extent required to provide the Services, Purchased Services and Professional Services to You in accordance with this Agreement.

7.5. Privacy. We have a Privacy Policy, a current copy of which is located online at: <http://www.medial.com/privacy>. We will post any Privacy Policy changes on Our website and, if the changes are significant, We will provide a more prominent notice.

7.6. Suggestions. We shall have a royalty-free, paid-up, worldwide, irrevocable, perpetual, transferable, sub-licensable license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

## **8. CONFIDENTIALITY**

8.1. Definition of Confidential Information. As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information

(other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) is known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Each Party may disclose this Agreement in confidence in connection with a change of control or potential change of control or in connection with any investment or financing transaction or potential investment or financing transaction in which such Party is seeking additional capital.

8.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## **9. WARRANTIES AND DISCLAIMERS**

9.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) subject to Section 5.3 (Integration with Non-MEDIAL Applications), the functionality of the Services will not be materially decreased during a Package Term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

9.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR PROVIDES ANY WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR



OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4. Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers (“Non-GA Services”). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED “SERVICES” HEREUNDER AND ARE PROVIDED “AS IS” WITH NO EXPRESS OR IMPLIED REPRESENTATION, WARRANTY AND/OR CONDITION. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

## **10. MUTUAL INDEMNIFICATION**

10.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a “Claim Against You”), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate the Package for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the Package Term after the effective date of termination.

10.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “Claim Against Us”), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## **11. LIMITATION OF LIABILITY**

11.1. Limitation of Liability. Neither party's liability with respect to any single incident arising out of warranties and disclaimers of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the lesser of \$100,000 or an amount equivalent to the amount paid by You hereunder in the 12 months preceding the incident, provided that in no event shall either party's aggregate liability arising out of or related to this agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by You hereunder. The foregoing shall not limit Your payment obligations under section 6 (Fees and Payment for Purchased Services).

11.2. Exclusion of Consequential and Related Damages. In no event shall either party have any liability to the other party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, including, without limitation, damages for lost profits, lost business, lost data, business interruption, lost savings, lost opportunities or other similar pecuniary losses, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

11.3. Beneficiaries. Every right, exemption from liability, release, defense, immunity and waiver of whatsoever nature applicable to Us under this Agreement shall also be available and shall extend to benefit and to protect Our Affiliates and Our and Our Affiliates' officers, directors and employees and for such purpose We are or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such companies and persons.

11.4 Nothing in this Agreement will limit or exclude the liability of either party for death or personal injury due to the negligence of any employee, or in respect of fraud.

## **12. TERM AND TERMINATION**

12.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Package Terms granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period or free account and do not purchase a Package before the end of that period, this Agreement will terminate at the end of the free trial or free account period.

12.2. Package Terms. Packages purchased by You commence on the start date specified in the applicable Order Form and continue for the Package Term specified therein. Except as otherwise specified in the applicable Order Form, all Package Terms shall automatically renew for additional periods equal to the expiring Package Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant Package Term. The Package pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Other than to the extent that any

increase has been made necessary due to increases in third party vendor/supplier costs, any such pricing increase shall not exceed 10% of the pricing for the relevant Services in the immediately prior Package Term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of any Package Terms after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of any Package Term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of the Purchased Services, We will make available to You for download a zipped file of Your Data along with a comma separated value (.csv) file of your associated metadata. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

12.6. Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 13 (Notices) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

## **13. NOTICES**

13.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

13.2 Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

13.3 Notices to Us shall be to the following address:

Streaming Limited, Devonshire House, Manor Way, Borehamwood, Herts, WD6 1QQ

Email: [info@medial.com](mailto:info@medial.com)

## **14. GENERAL PROVISIONS**

14.1. Anti-Corruption. You warrant and represent that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

14.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.6. Attorney Fees. You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment).

14.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, We may assign this Agreement in its entirety (including all Order Forms and SOWs), without Your consent, to Our Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Our or one of Our Affiliate's assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

15.9. Agreement to Governing Law and Jurisdiction. Each party agrees to the governing law of England and Wales without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the courts of England and Wales.

***FOR OFFLINE CONTRACTS:***

**IN WITNESS WHEREOF**, the Parties have executed this Master Services Agreement by their duly authorized representatives as of the day and year first written above.

**STREAMING LIMITED:**

**[XXX]:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_