

TVU ANYWHERE™ SDK LICENSE AGREEMENT

THIS TVU ANYWHERE SDK LICENSE AGREEMENT (“Agreement”) is between **TVU Networks Corporation** a Delaware corporation with its place of business at 857 Maude Ave, Mountain View, California 94043, USA (“**TVU**”) and an application software developer whose signature appears immediately below, individually or on behalf of an entity, uses the tools described herein (“**You**”).

I have read this Agreement and agree to comply with all of the terms and conditions herein.

By: _____
Signature Date

Print Name: _____

Title (if applicable) _____

Company or Organization on Whose Behalf You are Entering into this agreement (if applicable):

BACKGROUND

- A. TVU is a global technology company whose patented and proprietary technology provides users with IP-based live and recorded video solutions. TVU Anywhere™ (“**TVU Anywhere**”) is an application that enables an individual to stream live and recorded full-HD broadcast-quality video via the TVU platform directly from a mobile device.
- B. TVU has created a Software Development Kit (“**SDK**”) that enables developers to integrate TVU Anywhere functionality into their own mobile software applications (“**Apps**”) via a proprietary Application Programming Interface (“**API**”) which is part of the SDK.
- C. You are an application software developer and wish to integrate TVU Anywhere with your own Apps. TVU is willing to make the SDK and the API available to you on the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. **Terminology.** The terms “**You**” “**Your**” and “**Yours**” refer to you personally (if you are an individual) or the entity you represent (if you are representing a company or other business, professional or nonprofit entity). The terms “**We**” “**Our**” “**Ours**” “**Us**” and “**TVU**” refer to TVU Networks Corporation and its subsidiary and affiliate companies. The term “**party**” refers to either You or Us (depending on the context), and the term “**parties**” refers to both You and Us.
2. **Electronic Agreement.** This is an electronic agreement. BY CLICKING THE “**I AGREE**” BUTTON, AND BY DOWNLOADING THE SDK AND THE API, YOU WARRANT AND REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN. ONCE YOU HAVE ACCEPTED, THIS DOCUMENT, TOGETHER WITH TVU’S [TERMS OF USE](#) AND [PRIVACY POLICY](#), BECOMES A VALID AND BINDING AGREEMENT BETWEEN TVU AND YOU (OR THE ENTITY ON WHOSE BEHALF

YOU ARE ACTING), WHICH WE AGREE IS EQUIVALENT TO A SIGNED HARD-COPY PRINTED AGREEMENT. We recommend that you download and/or create a printed copy of this Agreement for your records. You may decline the terms and conditions, but if you do so, you may not download or use the SDK or the API.

3. **Defined Terms.** Definitions for all capitalized terms used in this Agreement are listed in Exhibit A at the end of this document.
4. **Creation of TVU Account.** To access and download the SDK and the API, You will need to create a TVU account if You do not already have one. You will need to provide Us with Your email address, create a password, authenticate Your identity through a security mechanism such as a verification code sent to You. You may be asked to provide additional information. You must provide accurate and complete information and keep that information up-to-date if it changes.
5. **No Charge or Payment.** TVU provides these Tools for Your use at no charge, on a royalty-free basis. You acknowledge and agree that, in lieu of payment, the consideration for Your free use of the Tools is Your agreement to comply with the terms and conditions of this Agreement at all times.
6. **Grant of License; License Rights and Restrictions.** We hereby grant You a limited nonexclusive, non-sublicensable, non-assignable, non-transferable, and revocable right to Use the SDK and the API provided You are in compliance with all terms and conditions of this Agreement. For the avoidance of doubt, You are acquiring a license to use, but not ownership of, the SDK and the API (collectively, “Tools”). TVU owns and will continue to own all right, title and interest in and to these Tools as set forth in 9 8. Your right to use the SDK and API is subject to the following conditions and restrictions:
 - 6.1. Integration with Your App(s). Using the IOS and/or Android operating system, You may use the Tools solely to integrate TVU Anywhere functionality into one or more mobile Apps that You develop or have developed, so that Your App streams live or recorded video directly via the API to the TVU network platform (“Permitted Use”).
 - 6.2. Security Precautions. You must employ industry-standard physical and system security precautions to prevent any unauthorized third party from accessing Your copies of the SDK and the API. TVU will not be liable to You for any loss or damage You may incur due to unauthorized access to or use of these Tools.
 - 6.3. White Labeling. You may white label Your App or those features of Your App that are based on the functionality of TVU Anywhere, provided that
 - 6.3.1. the name you select is not confusingly similar to “TVU” or “TVU Anywhere” and does not otherwise infringe any TVU Trademark;
 - 6.3.2. the name does not incorporate the name or Trademark of any TVU competitor; and
 - 6.3.3. the following attribution must appear in the user interface of Your App:

“Powered by TVU Anywhere”
 - 6.4. Licensing Your App(s) to Third Parties. You may sublicense the API to an end user to which or to whom you license, rent, lease, distribute, or otherwise make available Your App(s), subject to the following conditions:
 - 6.4.1. The API may be sublicensed only as an adjunct component of Your App and not separately.
 - 6.4.2. You must require Your end user licensees to agree to a license agreement for Your App(s) that (a) is consistent with the terms and conditions of this Agreement (including

- specifying the TVU intellectual property protections set forth in section 9), and (b) does not grant the end user any rights that We do not grant to You.
- 6.4.3. You must make Your App(s) available to end users in compliance with all applicable requirements of the Apple AppStore, Google Play, and any other distribution channels You may choose to use.
 - 6.4.4. You will be responsible for monitoring the use of Your App(s) that is/are licensed, rented, leased, distributed or otherwise available to end users, and for promptly enforcing the provisions of Your end user license agreement. You agree to notify Us of any breach or violation of your end user license agreement that affects the API, and we reserve the right to take any action against such end user in order to protect Our rights.
 - 6.4.5. If You license Your App(s) to individual consumers, You agree to do so in compliance with all applicable consumer protection laws and regulations, including but not limited to laws and regulations governing privacy and data protection.
- 6.5. Restriction on Use of the Tools. In using the SDK and the API, You may not:
- 6.5.1. use these Tools for any purpose or in any context other than the Permitted Use as set forth in section 6.1;
 - 6.5.2. reverse-compile, disassemble, or reverse-engineer any part of the SDK or the API unless expressly permitted in writing by TVU or if permitted under applicable law;
 - 6.5.3. make copies of the SDK (except one copy for back-up purposes), or modify or attempt to modify or create any derivative works thereof;
 - 6.5.4. remove, alter, or obscure any TVU proprietary rights notices (trademarks, service marks, tradenames, or copyright), confidentiality notices, or other notices TVU has placed in the SDK;
 - 6.5.5. use the SDK or the API to develop or create any App(s), software, product or service that does or may violate any trademark, copyright, patent or, trade secret, or other Intellectual Property Rights of any third party;
 - 6.5.6. use the SDK to develop, create, or have created on Your behalf, any App(s) or any other product or service that does not stream to the TVU network platform or that otherwise competes with TVU Anywhere;
 - 6.5.7. use to SDK or the API in connection with any App, product, service or activity that that would or might damage or have an adverse effect on the TVU network or that otherwise interferes with, disrupts, damages, or accesses in an unauthorized manner the systems or networks of any third party;
 - 6.5.8. use the SDK to develop other SDKs or APIs;
 - 6.5.9. introduce any viruses, worms, "Trojan Horses," bots, or other types of malicious software (collectively, "**Malware**") in Your App(s);
 - 6.5.10. provide copies of or access to the SDK to any individual or entity other than your own employee(s) or independent contractor(s) solely to enable Your Permitted Use of these tools pursuant to section 6.1; or
 - 6.5.11. export the SDK, or any component of it, or any technical information related thereto to any country, entity or individual to which export is restricted under the US export laws and regulations, or for end uses that are prohibited under said laws and regulations; or use the SDK in any manner contrary to any other applicable laws or regulations.

7. Responsibility for Content. You acknowledge and agree that You are solely responsible for any and all data, images, audio and other content of live or recorded videos streamed from Your App(s) (“Content”) via the TVU network.

7.1. TVU Not Liable. TVU has no liability to you or to any third party for any Content or for the consequences of Your failure to comply with the requirements of this section 7, including any loss or damage which TVU may incur as a result.

7.2. Prohibited Content. You agree not to broadcast or publish any Content that

7.2.1. is materially false, misleading, or deceptive;

7.2.2. infringes any intellectual property rights of a third party;

7.2.3. is or may be considered to be pornographic or obscene;

7.2.4. facilitates sex trafficking or sexual abuse of minors;

7.2.5. is or may be defamatory, slanderous or libelous;

7.2.6. discriminates against or harasses any individual or group;

7.2.7. violates the privacy rights or the publicity rights of any individual or group;

7.2.8. advocates or enables the use of illegal drugs;

7.2.9. encourages the commission of any crime;

7.2.10. consists of “hate speech” that incites or is likely to incite violence or terrorism; or

7.2.11. violates any law, regulation or applicable professional or industry code of conduct.

7.3. TVU’s Enforcement Rights. While We do not censor or routinely monitor Content transmitted to the TVU network from Your App(s) via the API, We may immediately terminate your rights to use the SDK and the API if We become aware, whether through Our own observation or through notification from a government agency or third party that Your Content violates any of the conditions set forth in section 7.2. In the event of such termination, the provisions of section 13 will apply.

8. Modification and Discontinuation of the SDK and API.

8.1. Modification. TVU has the right to modify, enhance or update the SDK or the API component. Such modification may affect the functioning of Your App(s) or be incompatible with Your App(s) that were developed with an earlier version of the SDK. You may be required to enter into an updated license agreement in order to obtain the rights to use the modified version. TVU may charge a license fee in connection with future versions.

8.2. Discontinuance. TVU may discontinue making the SDK and the API available to You, or to all users, at any time, in its sole discretion, and will attempt to give reasonable notice of such discontinuance. Discontinuance will not affect Your continued right to use the SDK and API You downloaded subject to the terms and conditions of this Agreement, but after such discontinuance, Your App(s) may not function properly, or at all.

9. Intellectual Property Rights. TVU owns all copyright, patent, trademark, and trade secret rights (collectively “Intellectual Property Rights”) in and to the SDK, the API, and associated technical documentation. You do not acquire any right, title or interest to any of these items except those rights to use them that are expressly granted to you by this Agreement. TVU retains all Intellectual Property Rights that are not expressly granted to You in this Agreement.

9.1. Security Protection. You agree to implement appropriate security measures to protect the SDK and the API from unauthorized use by third parties. In the event of any such unauthorized access or use, you must promptly notify TVU and cooperate with TVU to mitigate the damage.

9.2. Trademarks. TVU owns all rights to the trademark “TVU” and related trademarks, service marks, design marks, trade names, business names, and logos (collectively, “TVU Trademarks”). You may not use or display any TVU Trademark except:

- 9.2.1. the proprietary rights notices and other notices embedded in the SDK and the API, which may not be removed or altered;
- 9.2.2. the attribution to TVU Anywhere set forth in section 6.3.3; and
- 9.2.3. in describing or marketing Your App(s), You may notify end users that Your App(s) connect to the TVU broadcast network.

You agree not to attempt to register or contest the validity of any TVU Trademark anywhere in the world during or after the termination of this Agreement.

- 9.3. Ownership of Apps. You will own the right, title and interest in and to any App(s) You develop using the SDK, including but not limited to the name of Your App and any name You may use for the white-labeled TVU Anywhere functionality pursuant to section 6.3. TVU does not obtain any Intellectual Property Rights in or to such App(s) except references to the TVU network and the attribution statement referred to in section 6.3.3. For the avoidance of doubt, TVU owns and will continue to own all Intellectual Property Rights in and to the API which, while it does not form part of your App(s), is used as an adjunct component to link Your App(s) to the TVU network.
- 9.4. Use of Your Name and Trademark(s) by TVU. TVU may use Your name, Trademark(s), and other identifying information to identify You as a TVU customer in Our marketing and promotional materials and on our website. If We wish to include any information about You other than a simple reproduction of Your name, Trademark(s) and other identifying information (such as a testimonial or a case study), We will first seek Your consent.
- 9.5. Feedback. At any time during or after the term of this Agreement, You may notify TVU of problems or defects encountered in the SDK or the API, or submit unsolicited ideas or suggestions for improvements to those Tools or for new products or services (collectively, “**Feedback**”). TVU is not required to implement any such Feedback in its original or modified form, or to compensate You for such Feedback, or to give you acknowledgment in announcing or promoting any TVU product or service that may be based on or incorporate such Feedback. You agree that any Feedback You choose to submit will not be classified as Your Confidential Information or Your Intellectual Property.

10. Representations and Warranties. The following representations and warranties are made by the parties:

10.1. By TVU

- 10.1.1. *Authority*. TVU warrants that it has all necessary rights and authority to enter into this Agreement, and to grant the rights and to perform the obligations set forth herein.
- 10.1.2. *Free from Malware*. TVU represents and warrants that it uses current industry-standard efforts to ensure that (a) the SDK and the API are free from Malware; and (b) Your use of the SDK and the API will not result in any Malware being transmitted to your system or device.
- 10.1.3. *LIMITATION OF WARRANTIES*. APART FROM THE FOREGOING, AND EXCEPT FOR ANY LIABILITY THAT CANNOT BY LAW BE EXCLUDED OR LIMITED, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE BY TVU REGARDING THE SDK OR THE API, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SDK AND THE API IS AT YOUR SOLE RISK AND THAT THE SDK AND API ARE PROVIDED ON AN "AS IS" BASIS. TVU DOES NOT WARRANT THAT THE SKI AND THE API ARE OR WILL REMAIN ERROR-FREE, SECURE, OR FREE FROM MALWARE. YOUR SOLE REMEDY FOR ANY DISSATISFACTION WITH THE SDK OR THE API IS TO TERMINATE YOUR USE OF THEM. TVU WILL NOT BE

LIABLE TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, AND THE LIKE), LOSS OF DATA, OR YOUR USE OR INABILITY TO USE THE SDK OR THE API, REGARDLESS OF WHETHER THE CLAIM IS FOR BREACH OF WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND WHETHER IN TORT, CONTRACT, BREACH OF STATUTORY DUTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, EVEN IF TVU IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.

10.2. By You

10.2.1. *Authority to Contract.* You represent and warrant that you have the full right and authority to enter into this Agreement on behalf of Yourself or the entity you represent. If you are entering this Agreement as an individual, You represent that you are at least 18 years of age.

10.2.2. *Compliance with Terms and Conditions.* You represent and warrant that Your use of the SDK and the API will comply in all respects with the terms and conditions of this Agreement.

10.3. By Both Parties

10.3.1. *Compliance with Law.* Each party warrants and represents that it complies and will continue to comply with all applicable laws and regulations relevant to the performance of this Agreement.

11. Indemnification. The parties have the following indemnification obligations:

11.1. Your Obligations. You agree to defend, indemnify and hold harmless TVU and its subsidiaries, affiliates, parent companies, officers, directors, employees, agents successors, and assigns against all third party claims, lawsuits, demands, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**") arising out of or related to:

11.1.1. Your breach of any of the terms, restrictions, conditions, and/or warranties contained in this Agreement, and

11.1.2. any intentional or negligent conduct of You or any of Your employees, contractors, or agents that has a negative impact on TVU.

11.2. TVU's Obligations. Provided that the SDK and the API are used in compliance with this Agreement, TVU will defend, indemnify and hold You harmless from all damages (including reasonable attorneys' fees and costs but excluding punitive damages, liabilities and expenses), arising out of any Claim by a third party arising out of a breach of TVU's representations and warranties set forth in Section 9 above.

11.3. Indemnification Conditions. The party seeking indemnification (the "**Indemnified Party**") must promptly notify in writing the other party (the "**Indemnifying Party**") of the Claim and provide copies of any cease-and-desist letters, litigation pleadings, and other documents setting forth details of the Claim. The Indemnifying Party will have the right to control the handling, defense and settlement of the Claim and any litigation or arbitration relating to the Claim. The Indemnified Party agrees to cooperate in any way reasonably requested by the indemnifying party. The Indemnified Party will have the right to participate in the defense, settlement and litigation, at its own expense, using counsel of its choice.

- 11.3.1. The Indemnifying Party will not be liable to reimburse any legal fees and other costs incurred by the Indemnified Party prior to the receipt of notice of the Claim from the Indemnified Party.
- 11.3.2. The Indemnifying Party's obligations will not apply if the third party claim arises solely due to the Indemnified Party's breach of this Agreement or any action or inaction by the Indemnified Party without which the Claim would not have arisen.

12. **Limitation of Liability.** IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF TVU AND ITS SUBSIDIARIES, AFFILIATES, PARENT COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS SUCCESSORS, AND ASSIGNS OWED TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU ARISING FROM THIS AGREEMENT, ITS TERMINATION OR EXPIRATION, AND/OR YOUR USE OF THE SDK AND THE API, EXCEED TWO HUNDRED FIFTY US DOLLARS (US\$250).

13. Term and Termination.

- 13.1. Term of the Agreement. This Agreement will remain in effect until and unless terminated by either party as set forth below.
- 13.2. Termination by You. If You wish to terminate the Agreement, you may do so by ceasing your use of the SDK, the API, and all related technical documentation and notifying TVU that you have done so. On TVU's request, You agree to submit a written certification that You have erased all copies of the SDK and the API from Your systems and to take other additional steps as may be reasonably necessary to confirm such termination.
- 13.3. Termination by Us.
 - 13.3.1. *Termination for Breach; Cure Period.* TVU may terminate this Agreement and Your right to use the SDK and the API if you materially breach any of the terms or conditions of this Agreement or any other agreement with TVU and you fail to cure the breach (if curable) within five (5) days of written notice from TVU.
 - 13.3.2. *Immediate Termination.* The Agreement may be terminated immediately without notice or cure period if You breach any term or condition set forth in sections 6.5 (Restrictions on Use of the Tools), 7.2 (Prohibited Content), 14 (Confidentiality), or 9 (Intellectual Property Rights). Under appropriate circumstances, TVU may suspend this Agreement in lieu of termination; in the event of suspension, Your rights under this Agreement may be reinstated in TVU's sole discretion, subject to TVU receiving satisfactory assurances of Your future compliance.
- 13.4. Consequences of Termination. Upon termination, You are required to immediately cease using the SDK and the API including removing the API from your App(s), and any TVU Confidential Information, and delete or destroy any copies. If requested, You must confirm to TVU in writing that you have complied with these requirements.
- 13.5. Events of Insolvency. Either party may terminate this Agreement if the other party ceases to do business as a going concern, fails generally to pay debts when due, makes an assignment for the benefit of creditors, or a bankruptcy or winding-up petition is filed involving that party and such petition is not withdrawn or denied within thirty (30) days.

14. **Confidentiality.** Each Party agrees not to disclose, and not to use for any purposes other than implementing this Agreement, any Confidential Information disclosed by the other Party.

- 14.1. Confidential Information Defined. The term "**Confidential Information**" means trade secrets, proprietary and non-public information, including customer, partner and supplier data; technology, commercial and financial information; product or specifications; marketing and

- business plans; performance reports; and other information which should reasonably be regarded as confidential regardless of whether it is specifically so marked.
- 14.2. Return of Confidential Information. Upon termination of this Agreement or upon written request, each Party will promptly return to the other Party any Confidential Information of the other Party that may be in its possession and will permanently erase all electronic copies of such Confidential Information from its systems.
- 14.3. Non-Applicability. The confidentiality obligations in this Clause 12 do not apply to information which was: (a) already rightfully known by the receiving party at the time of disclosure; (b) generally available to the public or otherwise part of the public domain at the time of its disclosure, other than by breach of this Agreement; (c) lawfully disclosed by a third party not under any obligation of confidentiality; (d) independently developed by the receiving party without reference to any of the Confidential Information; or (e) required to be disclosed by law, regulation or order of a judicial or administrative authority, *provided however*, that the receiving party will give prompt written notice to the disclosing party to enable the disclosing party to seek a protective order or take other appropriate action to protect the Confidential Information.
- 14.4. Other Confidentiality Agreements. The provisions of this section 14 do not replace or modify any other confidentiality agreement that may exist between the Parties.

15. Governing Law; Dispute Resolution

- 15.1. Governing Law. This Agreement will be governed by the laws and regulations of the State of California, USA except for its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.
- 15.2. Informal Dispute Resolution. In the event of any dispute relating to this Agreement, its interpretation or enforcement, the parties will attempt in good faith to resolve it informally between themselves, with prompt escalation as necessary to their respective top managements. No action or proceeding may be filed to resolve a dispute unless the parties have not been successful in resolving such dispute after good faith attempts within ten (10) days.
- 15.3. Binding Arbitration. Any dispute arising from or related to this Agreement that cannot be informally resolved will be settled by binding, confidential arbitration by a single arbitrator.
- 15.3.1. Location of Arbitration.
- *North America.* If You are located in North America: the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS");
 - *Outside North America.* If You are located outside North America: the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of arbitration to be held in one of the following locations (whichever is closest to Your location): New York, New York; London, England; Paris, France; Munich, Germany; Madrid, Spain; Milan, Italy; Sydney, Australia; Tokyo, Japan; or Singapore.
- 15.3.2. Conduct of Arbitration. The arbitration proceedings shall be conducted in English, and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset.
- 15.3.3. Time Limit for Filing Arbitration. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be

commenced within two (2) years of the acts, events or occurrences giving rise to the claim.

15.3.4. Judicial Proceedings. TVU will have the right to commence and prosecute any legal or equitable action or proceeding against You in any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of TVU, such action is necessary or desirable to protect TVU's Intellectual Property Rights.

16. General

- 16.1. Complete Agreement. This Agreement, including the provisions of TVU's **Terms of Use** and **Privacy Notice**, is the complete agreement between the Parties relating to the subject matter. All prior or contemporaneous agreements, drafts, proposals, representations and arrangements, whether written or oral, are superseded by this Agreement.
- 16.2. Assignment. This Agreement is personal to You and is not assignable by you without TVU's prior written consent. TVU Networks may assign this Agreement or any of its rights or obligations (a) in the event of a sale, merger or other business consolidation of all or substantially all of its equity or assets, or (b) to a parent company, a subsidiary, or a commonly-owned affiliate provided that such assignee agrees to be bound by these terms and conditions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and assigns.
- 16.3. Force Majeure. Neither Party will be liable to the other for failure to perform due to any event outside its reasonable control that affects its ability to perform any obligations under this Agreement, including without limitation: act of God, government action, fire, war, flood, earthquake, revolution, terrorism, riot, civil commotion, strike or other industrial action, embargo, or shortage of suitable parts, material, or labor (collectively, "**Force Majeure Event**"). *Provided however*, the party whose performance is affected will (a) promptly notify the other in writing and (b) use reasonable efforts to work around the problem or provide substitute performance. A Force Majeure Event does not excuse or delay any payment obligations. If the Force Majeure persists for a period of fifteen (15) or more consecutive days, either Party may terminate this Agreement upon written notice. Any such termination will not affect the rights and obligations of the Parties that accrued prior to the Force Majeure Event.
- 16.4. Survival of Obligations. Your obligations pursuant to sections 6 (Grant of License) and 7 (Responsibility for Content) and all provisions of this Agreement regarding confidentiality, Intellectual Property Rights, and indemnification will survive the termination of this Agreement, however caused.
- 16.5. Relationship between the Parties. You and TVU are parties to a contract. Nothing herein creates a partnership, joint venture, employer/employee or agent/principal relationship.
- 16.6. Waiver and Modification. Any delay in exercising or non-exercise of any right is not a waiver of that right. No waiver of any of the terms or conditions of this Agreement will be effective unless it is in writing and signed by the waiving party. Any modification or amendment to this Agreement must be (a) in writing, signed by both parties, or (b) issued electronically by TVU and accepted by You.
- 16.7. Severability. Any clause of this Agreement that is held to be invalid or unenforceable by a court of competent jurisdiction will be ineffective in such jurisdiction to the extent of such unenforceability. All other terms of this Agreement will be construed as if that term was not contained herein.
- 16.8. Headings. Headings are included for convenience but do not represent terms and conditions of this Agreement.

- 16.9. Taxes. You are liable for the reporting and payment of any applicable sales taxes, use taxes, value added taxes, withholding taxes, and/or duties imposed by any jurisdiction as a result of the license granted herein to You.
- 16.10. Exhibits. Exhibit A (Definitions) is incorporated by reference as an integral part of the Agreement. In the event of any inconsistency between the definition of a term or phrase in Exhibit A and in the text of the Agreement, the definition set forth in Exhibit A will prevail.
- 16.11. Notices. All notices required or permitted to be given pursuant to this Agreement will be sent by email and will be effective on the date received. Notices to TVU must be addressed to legalnotice@tvunetworks.com. Notices to You will be addressed to the email set out in your account; You are responsible for updating that information.

See Exhibit A below

EXHIBIT A - Definitions

Capitalized Term	Definition
Agreement	This Agreement between TVU Networks Corporation and You as the user of TVU's proprietary SDK and API.
API	The term "API" is an acronym for "Application Programming Interface". In the context of this Agreement, "API" refers to TVU's proprietary API enabling developers to integrate TVU Anywhere functionality into their own software and applications.
App	A mobile software application, either IOS or Android.
Claim	Any third party claim, lawsuit, demand, damages, judgment, costs and expenses, (including reasonable attorneys' fees and costs).
Confidential Information	Trade secrets and other proprietary and non-public information, including: customer, partner and supplier data; technology, commercial and financial information; product or specifications; marketing and business plans; performance reports; and other information which should reasonably be regarded as confidential regardless of whether it is specifically so marked.
Content	Any data, images, audio and other content of live or recorded videos streamed from Your App(s) via the API to the TVU network.
Feedback	Any notification You make to TVU of problems or defects encountered in the SDK or the API, or any unsolicited ideas or suggestions for improvements to those Tools or for new products or services.
Force Majeure Event	Any event outside the reasonable control of a party, which affects its ability to perform any obligations under this Agreement, including without limitation: act of God, government action, fire, war, flood, earthquake, revolution, terrorism, riot, civil commotion, strike or other industrial action, embargo, or shortage of suitable parts, material, or labor.
ICDR	The international division of the American Arbitration Association, providing alternative dispute resolution solutions (mediation and arbitration) in cross-border business disputes. www.icdr.org .
Indemnified Party	The party seeking indemnification from the other party.
Indemnifying Party	The party that is obligated to indemnify the other party.
Intellectual Property Rights	Rights to intangible (non-physical) property that are or may be conferred by the copyright, patent, trademark, and trade secret rights laws of the United States, or of any of the US States or Territories, or of any other country, territory or jurisdiction anywhere in the world.

JAMS	The world’s largest private organization that provides alternative dispute resolution solutions (mediation and arbitration); www.jamsadr.com .
Malware	Any type of viruses, worms, “Trojan Horses,” bots, or other types of malicious software.
Permitted Use	The scope of Your authorized use of the SDK and the API as set forth in section 6.1.
SDK	“SDK” is an acronym for “Software Development Kit”. In the context of this Agreement, the term refers to TVU’s proprietary SDK enabling developers to integrate TVU Anywhere functionality into their own software and applications.
Tools	The SDK, the API, and all associated technical documentation, collectively.
Trademarks	Trademarks, service marks, design marks, trade names, business names, and logos, whether registered or unregistered anywhere in the world.
TVU	TVU Networks Corporation, including its subsidiaries, affiliates, parent companies, predecessors, and successors in interest.
TVU Anywhere™	A proprietary TVU application that enables an individual to stream live and recorded full-HD broadcast-quality video via the TVU platform directly from a mobile device.
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