

# XTENDLIVE TERMS OF SERVICE AGREEMENT

**Effective Date:** June 7, 2023

**IMPORTANT** – Please carefully read this XtendLive Service Terms of Service Agreement (this “**Agreement**”), which governs the access and use of XtendLive’s proprietary XtendLive Service (as defined in Section 1 below). This Agreement is a legally binding contract between XtendLive Inc., a California corporation (hereinafter, “**XtendLive**”) and the individual, business, company, organization and/or or entity (hereinafter, the “**Customer**”) specified on the account registered by or on behalf of such Customer to obtain access to the XtendLive Service (the “**Account**”).

**PLEASE NOTE:** THIS AGREEMENT CONTAINS DISPUTE RESOLUTION PROVISIONS (SEE SECTION 10) WHICH, WITH LIMITED EXCEPTION, REQUIRE (1) THAT CUSTOMER SUBMITS DISPUTES IT MAY HAVE AGAINST XTENDLIVE TO BINDING AND FINAL ARBITRATION, AND (2) THAT CUSTOMER WAIVES ITS RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, GROUP, OR REPRESENTATIVE ACTION OR PROCEEDING.

BY REGISTERING AN ACCOUNT, CLICKING “I ACCEPT”, OR OTHERWISE USING OR ACCESSING THE XTENDLIVE SERVICE IN ANY MANNER: (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW); (2) YOU REPRESENT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) ON BEHALF OF THE CUSTOMER AND TO BIND THE CUSTOMER TO THE TERMS OF THIS AGREEMENT; AND (3) YOU AGREE THAT CUSTOMER IS ENTERING INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) WITH XTENDLIVE.

IF THE CUSTOMER DOES NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR YOU DO NOT HAVE THE REQUISITE AUTHORITY TO ACCEPT THIS AGREEMENT ON BEHALF OF THE CUSTOMER AS SET FORTH ABOVE, DO NOT REGISTER AN ACCOUNT OR OTHERWISE ACCESS OR USE THE XTENDLIVE SERVICE (OR ANY PART THEREOF).

## 1. DEFINITIONS

1.1. “**Applicable Data Laws**” has the meaning given to such term in Section 4.3.

1.2. “**Authorized Users**” means Personnel and Attendees.

1.3. “**Attendees**” means end user attendees of an Event hosted by Customer through the XtendLive Platform.

1.4. “**Attendee Terms**” shall have the meaning given to such term in Section 4.5.

1.5. “**Customer Branding**” means any trademarks, service marks, tradenames, logos, and/or other branding and/or advertising content and/or materials of Customer and/or its licensees that is uploaded, submitted, and/or displayed through the XtendLive Platform or otherwise provided to XtendLive for display or performance in connection with an Event.

1.6. “**Customer Content**” means any and all text, images, photos, graphics, videos, audio, data (including Personal Data), information, works of authorship, and/or other materials uploaded, submitted, transmitted, and/or otherwise provided by or on behalf of Customer and/or any Authorized User through, or in connection with the use of, the XtendLive Service.

1.7. “**Customer Data**” means all data and other information transmitted, uploaded and/or submitted by Customer and/or Authorized Users through the XtendLive Platform or otherwise provided or made available by Customer and/or its Personnel to XtendLive in connection with the use of the XtendLive Service. “Customer Data” does not include Usage Data.

**1.8. “Documentation”** means the then-current technical and functional documentation for the XtendLive Platform made available by XtendLive to Customer.

**1.9. “Event”** means a virtual event created, hosted and managed by Customer using the XtendLive Platform pursuant to a Subscription Order and this Agreement.

**1.10. “Event Page”** means the website(s) or webpage(s) generated by or on behalf of Customer through the XtendLive Platform, and hosted by XtendLive on XtendLive’s domain, through which Customer may host and manage the Events.

**1.11. “Fees”** shall have the meaning given to such term in Section 3.2.

**1.12. “Intellectual Property Rights”** means patents and patent applications, inventions (whether or not patentable), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, mask-work rights, moral rights, author’s rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all derivatives, renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.

**1.13. “Personal Data”** has the meaning given to such term in Section 4.3.

**1.14. “Personnel”** means employees and/or contractors of Customer who are authorized to use the XtendLive Platform as authorized in this Agreement and subject to any applicable Usage Parameters.

**1.15. “Professional Services”** has the meaning given to such term in Section 2.7.

**1.16. “Subscription Order”** means XtendLive’s standard electronic order form(s) properly completed and submitted by Customer to XtendLive through XtendLive’s website, and/or any other written or electronic order form(s) mutually agreed upon and executed by the parties, for Customer’s purchase of access to the XtendLive Service, the details thereof, and any Professional Services purchased by Customer.

**1.17. “Subscription Term”** means the term of Customer’s subscription license to use the XtendLive Service as identified in a Subscription Order.

**1.18. “Statement of Work”** has the meaning given to such term in 2.7.

**1.19. “Support”** has the meaning given to such term in Section 2.5.

**1.20. “Third Party Integrations”** has the meaning given to such term in Section 2.9.

**1.21. “Usage Data”** has the meaning given to such term in Section 2.8.

**1.22. “Usage Parameters”** means the feature and functionality limitations on Customer’s use of the XtendLive Platform specified for the subscription level selected by Customer on the applicable Subscription Order with respect to an Event (for example, the maximum permitted number of Events, registrations per Event, concurrent Event Pages, venue templates, and Authorized Users, as well as access to communication features), and any other parameters specified in the applicable Documentation, Subscription Order, or in writing by XtendLive regarding the scope of use of the XtendLive Service by Customer and/or its Authorized Users.

**1.23. “XtendLive Platform”** means XtendLive’s proprietary, hosted, on-demand, web-based cloud service that enables Customers to host and manage virtual conferences and events, as identified in a Subscription Order and as modified from time to time.

**1.24. “XtendLive Service”** means the provision of access to the XtendLive Platform, the Documentation, and the performance of Professional Services and Support, made available and/or provided by XtendLive to Customer under this Agreement in connection with Events.

## 2. ACCESS AND USE OF XTENDLIVE SERVICE

**2.1. Rights and Licenses.** Subject to the terms and conditions of this Agreement (including payment of applicable fees), Customer may, for its own business purpose during each Subscription Term, (a) permit Personnel to access and use the XtendLive Platform, over the internet, solely to manage and host Events and to administer Customer's Account; and (b) permit Attendees to access the XtendLive Platform, over the internet, solely through the Event Pages, to attend and participate in Events, in each case (a) and (b) solely in accordance with this Agreement and the applicable Documentation, and subject to any Usage Parameters ("**Permitted Use**"). This includes the right to copy and use the Documentation as part of the Permitted Use.

**2.2. Restrictions.** Customer acknowledges that the XtendLive Service embodies, contains, and constitutes valuable trade secrets of XtendLive and its licensors and suppliers. Accordingly, Customer agrees that it will not, and it will not permit any third party (including, without limitation, any Authorized User) to:

(a) use or allow access to the XtendLive Service (or any part or component thereof) in a manner that circumvents contractual usage restrictions or that exceeds any applicable Usage Parameters or restrictions;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the XtendLive Service (or any part or component thereof) available for access by third parties except as otherwise expressly provided in this Agreement;

(c) access or use the XtendLive Service (or any part or component thereof) for the purpose of developing competitive products or services or for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose;

(d) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets, or any underlying ideas, algorithms and/or technology from or about the XtendLive Platform;

(e) use the XtendLive Service (or any part thereof) in a way, including, without limitation, to store, transmit, or upload any material and/or content, that violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity;

(f) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of XtendLive or its licensors and/or suppliers on or within any part of the XtendLive Service;

(g) interfere with or disrupt the integrity or performance of the XtendLive Service, or any related system, network or data or cause or aid in the cause of the destruction, manipulation, removal, disabling, or impairment of any portion of the XtendLive Service;

(h) take any action that imposes an unreasonable or disproportionately large load on the XtendLive Platform (or any part or component thereof), or its underlying infrastructure and systems;

(i) attempt to gain unauthorized access to the XtendLive Service, or its related systems or networks or attempt to disable or circumvent any security mechanisms contained, or used and/or implemented by XtendLive, in the XtendLive Service;

(j) frame or utilize framing techniques to enclose the XtendLive Platform or any portion thereof;

(k) use any meta tags, "hidden text", robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell,

license or download the XtendLive Service (or any part thereof), and/or the personal information of others without XtendLive's prior written permission or authorization;

(l) use the XtendLive Service to store or transmit any malicious or unsolicited code or software, or store, transmit, upload, distribute, or disseminate any material and/or content that is false, inaccurate, illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, infringing, libelous, tortious, or otherwise objectionable in XtendLive's reasonable opinion;

(m) impersonate any person or entity, use a fictitious name, or falsely state or otherwise misrepresent Customer's affiliation with any person or entity; or

(n) use the XtendLive Service (or any part thereof), 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, including, without limitation, export laws and regulations.

**2.3. Hosting and Maintenance of Event Pages.** Subject to the Customer's compliance with this Agreement (including payment of applicable fees) XtendLive will use commercially reasonable efforts to host, maintain, and serve the Event Pages at the site specified by XtendLive. Customer acknowledges and agrees that XtendLive shall have the right to modify the format and the presentation of the Event Pages, and to excerpt, reformat, and/or translate any Customer Data included and/or displayed through such Event Pages, in each case, to the extent reasonably necessary for localization purposes and/or the proper display of content, appearance, and/or functionality of the Event Pages, including, for purposes of optimizing the access to such Event Pages via the visitors applicable device (i.e., computer, mobile, tablet and/or handheld device). XtendLive reserves the right to include the notice "powered by XtendLive" on each Event Page, or any other notices that XtendLive may reasonably deem necessary or desirable from time to time.

**2.4. User Accounts.** XtendLive shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the XtendLive Service. Customer is responsible for provisioning and managing Authorized User accounts pursuant to Section 4.

**2.5. Support.** During the Subscription Term, XtendLive will use commercially reasonable efforts to provide Customer technical support for Customer's use of the XtendLive Service consistent with industry standards and its general business practices ("**Support**"). Support will be provided by email, webchat, and/or phone. To submit a request for Support please contact XtendLive as follows: [CustomerSuccess@XtendLive.com](mailto:CustomerSuccess@XtendLive.com).

**2.6. Platform Availability.** XtendLive shall use commercially reasonable efforts to make the XtendLive Platform available for Customer's use 99.5% of the time in each month ("**Monthly Uptime Percentage**"), excluding scheduled downtime and any periods of unavailability due to (a) features designated beta, early access, free trial, limited preview, or preview, (b) features excluded from this platform availability commitment pursuant to the Documentation, or (c) downtime arising or resulting from: (i) any failure by Customer and/or an Authorized User to comply with the Agreement, including any unauthorized use of the XtendLive Platform by Customer and/or any Authorized Users; (ii) nonconformities resulting from Customer's, any Authorized User's, or any third party's, misuse, abuse, negligence, or improper or unauthorized use of all or any part of the XtendLive Platform; (iii) any failure of Customer's, any Authorized Users' and/or any third party's equipment; (iv) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by XtendLive; or (v) any downtime caused by factors beyond XtendLive's reasonable control. XtendLive shall promptly correct or modify the XtendLive Platform to meet the Monthly Uptime Percentage following written notice to XtendLive of such failure.

**2.7. Professional Services.** Subject to the terms and conditions of this Agreement (including the payment of applicable fees), XtendLive will provide to Customer the training, technical, integration,

implementation, and/or other professional services specified in the applicable Subscription Order and/or a statement of work mutually agreed upon and executed by both Parties (each such statement of work, a “**Statement of Work**”; and such services, the “**Professional Services**”). The scope, timeline and tasks of the parties with respect to the Professional Services shall be as specified in the Subscription Order and/or Statement of Work, as applicable. Unless otherwise set forth on the applicable Subscription Order and/or Statement of Work, as applicable, XtendLive will own all right, title and interest, including all Intellectual Property Rights, in and to any work product developed in the course of the Professional Services. Nothing in this Agreement will be understood to prevent XtendLive from developing similar work product for other customers. Each Statement of Work shall be incorporated into and made a part of this Agreement upon execution. If any terms of a Statement of Work conflict with the terms of this Agreement, the terms of this Agreement will govern unless the Statement of Work specifically cites the section of this Agreement it is modifying or deleting.

**2.8. Usage Data.** Customer acknowledges and agrees that XtendLive has the right to (a) aggregate, collect, and analyze information, metrics, analytics, and data relating to the use of the XtendLive Platform and the processing of Customer Data within the XtendLive Platform (collectively, “**Usage Data**”), (b) use such Usage Data for its internal business purposes, including, but not limited to, improve, test, and maintain the XtendLive Platform and to develop additional products, features, and services, and (c) disclose or publish Usage Data solely in an aggregated and de-identified format that does not identify Customer or any individual. Subject to Customer’s rights in and to Customer Data, XtendLive shall retain all right, title, and interest in and to Usage Data.

**2.9. Third Party Integrations.** The XtendLive Platform may offer integrations and/or the ability to connect with certain third party products, services or software (including, without limitation, data products and services) which are subject to separate terms and conditions (collectively, “**Third Party Integrations**”). If Customer decides to access and use such Third Party Integrations, Customer’s use of such Third Party Integrations is governed solely by the terms and conditions of such Third Party Integrations, and XtendLive does not endorse, is not responsible for, and makes no representations as to such Third Party Integrations, their content or the manner in which they handle Customer’s and/or Authorized Users’ data. XtendLive is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer’s and/or any Authorized Users’ access or use of any such Third Party Integrations, or Customer’s reliance on the privacy practices or other policies of such Third Party Integrations. XTENDLIVE DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY PRODUCTS OR SERVICES ADVERTISED OR OFFERED THROUGH, OR IN CONNECTION WITH, THE XTENDLIVE PLATFORM (INCLUDING, BUT NOT LIMITED TO, THIRD-PARTY INTEGRATIONS), AND XTENDLIVE WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION BETWEEN CUSTOMER AND ANY THIRD-PARTY PROVIDERS OF SUCH THIRD PARTY PRODUCTS OR SERVICES AND/OR THIRD PARTY INTEGRATIONS.

**2.10. Proprietary Rights.** XtendLive or its licensors retain all right, title and interest in and to the XtendLive Service, including, all materials, graphics, user and visual interfaces, images, code, applications, and text, embodied in, or comprising the XtendLive Service, as well as the design, structure, selection, coordination, expression, “look and feel” and arrangement of the XtendLive Platform, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the XtendLive Service, and any and all modifications, updates, enhancements and improvements thereto, and all Intellectual Property Rights embodied in, or otherwise applicable to any of the foregoing. There are no implied rights or licenses in this Agreement. All rights are expressly reserved by XtendLive.

**2.11. Feedback.** To the extent Customer and/or any Authorized User provides any suggestions and feedback to XtendLive regarding the functioning, features, and other characteristics of the XtendLive Service (or any part or component thereof) or other materials or services provided or made available by

XtendLive hereunder (“**Feedback**”), Customer hereby grants XtendLive a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully-transferable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) under Customer’s and its licensors’ Intellectual Property Rights to use and exploit such Feedback in any manner and for any purpose.

### **3. FEES & PAYMENT TERMS**

**3.1. Fees.** The subscription fees payable by Customer will be set forth in the applicable Subscription Order (the “**Subscription Fees**”). Unless otherwise set forth on the Subscription Order, the Subscription Fees will remain fixed during each Subscription Term unless Customer at any time during the applicable Subscription Term (a) upgrades its subscription level through the XtendLive Platform, or (b) Customer and XtendLive modify the Subscription Order to increase the Usage Parameters or subscribes to additional features, services or products. Upon any increase in fees pursuant to clause (a) or (b) above, Customer shall pay the Subscription Fees for such increase, pro-rated for the remainder of Customer’s then-current Subscription Term. XtendLive reserves the right, at any time, to increase the Subscription Fees payable hereunder, and/or change, update, or modify the XtendLive Service’s pricing and/or payment terms; provided that, any increase in fees applicable to Customer shall not take effect until the start of the next Subscription Term.

**3.2. Professional Services.** Unless the fees for Professional Services (the “**Professional Service Fees**”; collectively with Subscription Fees, “**Fees**”) specified in any Subscription Order or Statement of Work are set forth in that Subscription Order or Statement of Work, the Professional Service Fees payable to XtendLive shall be based on a time and materials basis at XtendLive’s then-current rates for such Professional Services.

**3.3. Payment Terms.** Unless otherwise expressly agreed in writing by XtendLive, all Fees are due and payable at the time Customer submits the applicable Subscription Order and upon the first date of any Renewal Term, and will be billed to the credit card, or other payment method designated by Customer in the Subscription Order or otherwise specified in the Customer’s Account (the “**Payment Method**”). Customer represents and warrants that it has the legal right and authority to use the Payment Method provided by Customer hereunder. Customer hereby authorizes XtendLive and its third party payment processors to bill and charge the Payment Method for the applicable fees due and payable by Customer hereunder and any applicable taxes and any other charges that Customer may incur in connection with the use of the XtendLive Service, in accordance with the billing terms in effect at the time a fee or charge is due and payable. To the extent that any amounts owed by Customer cannot be collected from or through the Payment Method(s), Customer is solely responsible for paying such amounts by other means. Customer agrees to pay interest at the rate of 1.5% per month (or the maximum rate allowed by applicable law, whichever is lower) on amounts more than thirty (30) days past due, and to pay all reasonable costs, including attorneys’ fees and costs, associated with XtendLive’s collection of past due amounts. In addition, if payment is not received or cannot be charged to Customer for any reason in advance, XtendLive reserves the right to suspend or terminate Customer’s and all Authorized Users’ access to the XtendLive Service and/or terminate this Agreement. All fees are listed and payable in United States Dollars (USD). EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ALL FEES ARE NON-REFUNDABLE, NON-RETURNABLE AND NON-CANCELLABLE.

**3.4. Taxes.** The Fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “**Taxes**”), and Customer is and shall be responsible for payment of all such taxes (other than taxes based on XtendLive’s income), and any related penalties and interest, arising from the payment of the Fees, the delivery of the XtendLive Service (or any part thereof), or performance of any services by XtendLive hereunder.

## 4. ADDITIONAL CUSTOMER OBLIGATIONS

**4.1. Customer Accounts.** In registering an Account, Customer agrees to, and shall ensure that its Personnel, provide and maintain up to date information that is true, accurate, and complete. Customer agrees that it will not, and will not permit its Personnel or other third party to, create an Account or sign up to access the XtendLive Service using a false identity or fictitious name or information. Customer understands and agrees that Customer is solely responsible for maintaining the confidentiality of and protecting Customer's and its Personnel's password(s) for the Account. Customer is solely responsible for any activity originating from the Account regardless of whether such activity is authorized by Customer. Customer agrees to notify XtendLive immediately of any unauthorized use of or access to Customer's Account or the accounts of any of its Authorized Users.

**4.2. Administrators; Personnel.** Customer may designate an administrator or administrators (each, and "**Administrator**") to administer and manage Customer's Account, which includes the right to invite Personnel to access and use the XtendLive Service on behalf of Customer, and to set certain permissions and access rights for Personnel ("**Permissions**"). Customer is solely responsible and liable for its Administrators' administration and management of the Account, including inviting and granting access to the Account and the XtendLive Service and granting Permissions. Customer shall be responsible for compliance with the terms and conditions of this Agreement by its Personnel, and any noncompliance of any Personnel shall be deemed a breach of this Agreement by Customer.

**4.3. Customer Data License.** As between the parties, Customer shall retain all right, title and interest in and to Customer Data. Customer hereby grants to XtendLive a worldwide, royalty-free, non-exclusive license to host, process, and use (including through the use of subcontractors) Customer Data to the extent reasonably necessary to provide Customer the XtendLive Service and other services hereunder. Customer represents and warrants that it has all the rights necessary to grant the licenses granted herein to XtendLive in and to such Customer Data.

**4.4. Privacy; Data Processing.** To the extent any Customer Data includes any personally identifiable information ("**Personal Data**") which is subject to any applicable data protection laws and/or regulations ("**Applicable Data Laws**"), Customer acknowledges and agrees that, as between Customer and XtendLive, Customer is the data controller and/or business and XtendLive is merely a data processor and/or service provider as such terms are defined pursuant to the Applicable Data Laws. Customer represents and warrants that, with respect to any Customer Data (including, without limitation, any Personal Data), transmitted, hosted, stored or processed using the XtendLive Platform and or otherwise provided or made available to XtendLive in connection with the XtendLive Service, (a) Customer is in compliance with all Applicable Data Laws, and (b) Customer has obtained all permissions and/or approvals from each applicable data source as may be necessary or required to transmit such data through the XtendLive Platform, and/or provide or make available such data to XtendLive hereunder. Personal Data provided to, or collected by, XtendLive in connection with Customer's and/or its Authorized Users' use of the XtendLive Service shall only be used as described in this Agreement, XtendLive's Privacy Notice available at <https://shop.xtendlive.com/docs/privacy-notice.pdf>, and the XtendLive Data Processing Addendum available at <https://shop.xtendlive.com/docs/data-processing-addendum.pdf> (the "**DPA**"). Each party agrees to comply with the DPA, which is incorporated into and made a part of this Agreement. In the event of any conflict between the terms of this Agreement or the XtendLive Privacy Notice and the DPA, the DPA shall control with respect to the processing of Personal Data as described therein.

**4.5. Customer Materials.** As between the parties, Customer shall retain all right, title and interest in and to Customer Branding and Customer Content (collectively, "**Customer Materials**"). Customer hereby grants to XtendLive a worldwide, royalty-free, non-exclusive license to host, process, and use (including through the use of subcontractors) Customer Materials to the extent reasonably

necessary to provide Customer the XtendLive Platform and other services hereunder. Customer acknowledges and agrees that Customer, not XtendLive, is solely responsible for any and all Customer Materials submitted, transmitted, contributed, provided, generated, and/or created by Customer and/or its Authorized Users in connection with the use of the XtendLive Platform, including its legality, reliability, security, accuracy, and appropriateness. Customer represents and warrants: (a) Customer or its licensors own all right, title, and interest in and to Customer Materials; (b) Customer has all necessary rights and/or authorizations to grant the licenses hereunder in and to the Customer Materials; and (c) the Customer Materials (nor any part thereof) does not and will not violate this Agreement, any applicable laws, rules or regulations, or any third party's intellectual property or other proprietary rights.

**4.6. Attendee Terms.** Each Attendee will be required to agree to XtendLive's then-current Attendee terms and conditions available at <https://shop.xtendlive.com/docs/end-user-terms-of-use.pdf> prior to accessing any Event (the "**Attendee Terms**"), which terms maybe updated by XtendLive at any time. Customer shall promptly inform XtendLive of all known breaches by any Attendee of the Attendee Terms. Customer understands and agrees that access to the XtendLive Platform by Attendees will be conditioned on such Attendees first entering into the Attendee Terms.

**4.7. Disputes.** XTENDLIVE IS UNDER NO OBLIGATION TO BECOME INVOLVED IN ANY DISPUTE BETWEEN CUSTOMER AND AN ATTENDEE. CUSTOMER HEREBY RELEASES XTENDLIVE, ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS, AND THIRD PARTY SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND SUCCESSORS (EACH, AN "**XTENDLIVE PARTY**") FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR THE XTENDLIVE PLATFORM. IF CUSTOMER IS A CALIFORNIA RESIDENT, CUSTOMER SHALL AND HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

## **5. TERM AND TERMINATION**

**5.1. Subscription Term; Automatic Renewal.** This Agreement will remain in effect for the duration of the Subscription Term (including any renewal thereof), unless earlier terminated in accordance with this Agreement. If the Subscription Order is designated as automatically renewable, then each Subscription Term shall automatically renew for successive periods equal to the initial Subscription Term, unless either party provides the other party with written notice of non-renewal or termination at least 30 days prior to the expiration of the then-current Subscription Term.

**5.2. Suspension and Termination.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches its obligations under this Agreement and does not remedy such material breach within thirty (30) days of the date on which the breaching party receives written notice of such breach from the non-breaching party. Without limiting the foregoing, if XtendLive believes in good faith that Customer and/or any Authorized User has used the XtendLive Service (or any part thereof) in violation of this Agreement, including any incorporated guidelines, terms or rules, XtendLive may at any time suspend Customer's and/or such Authorized User's right to access or use the XtendLive Service (or any part thereof).

**5.3. Effects of Termination.** Upon termination of this Agreement for any reason, all outstanding fees shall immediately become due and payable, including, without limitation, any Fees due and payable for the remainder of the then-current Subscription Term, and Customer's and its Authorized Users' right to access and use the XtendLive Service will automatically terminate. Notwithstanding

anything to the contrary in this Agreement, Customer acknowledges and agrees that upon expiration or termination of this Agreement, for any reason, XtendLive will have no obligation to retain the Customer Data, and Customer is solely responsible for exporting and downloading any Customer Data that may be stored on the XtendLive Platform prior to expiration or termination of this Agreement as provided within the functionality of the XtendLive Platform. Sections 1, 2.2, 2.8, 2.10, 4, 5.3, 5.4, and 6 through 15 (inclusive) will survive the termination or expiration of this Agreement.

**5.4. Changes and Modifications.** XtendLive reserves the rights to either temporarily or permanently modify, suspend or discontinue the XtendLive Service (or any part thereof) with or without notice and Customer agrees that XtendLive will not be liable to Customer or to any third party for any such modification, suspension or discontinuance of the XtendLive Service (or any part thereof).

Notwithstanding the foregoing, if a permanent modification to the XtendLive Platform materially decreases its overall functionality during a Subscription Term, then, as Customer's sole and exclusive remedy, Customer may terminate this Agreement upon 30 days prior written notice to XtendLive and, unless XtendLive restores the previous functionality or provides an effective remedy within such 30 day period, receive from XtendLive a pro-rata refund of (a) Subscription Fees prepaid by Customer to the extent attributable to the remainder of the then-current Subscription Term following the termination date; and (b) Professional Service Fees for Professional Services not yet performed as of the termination date.

## **6. WARRANTIES; DISCLAIMER; EXCLUSIONS.**

**6.1. Professional Services Warranty.** XtendLive warrants to Customer that the Professional Services provided hereunder will be performed in a professional and workmanlike manner. XtendLive will, as its sole obligation and Customer's exclusive remedy for any breach of this warranty, re-perform, at its own expense, any non-conforming Professional Services reported to XtendLive by Customer in writing within thirty (30) days following the provision of such Professional Services.

**6.2. Disclaimer.** THE XTENDLIVE SERVICE, AND ANY OTHER MATERIALS AND/OR SERVICES PROVIDED BY XTENDLIVE HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, WITH ANY AND ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY KIND. XTENDLIVE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. XTENDLIVE DOES NOT WARRANT OR MAKE ANY GUARANTEE THAT DEFECTS WILL BE CORRECTED OR THAT THE XTENDLIVE SERVICE (OR ANY PART THEREOF), OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY XTENDLIVE: (A) WILL MEET CUSTOMER'S OR ANY AUTHORIZED USER'S REQUIREMENTS; (B) WILL BE COMPATIBLE WITH CUSTOMER'S OR ANY AUTHORIZED USER'S NETWORK, COMPUTER, OR ANY THIRD PARTY PRODUCTS OR SERVICES; (C) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (D) WILL BE ACCURATE OR RELIABLE.

**6.3. Exclusions.** Notwithstanding anything in this Agreement to the contrary, XtendLive will have no responsibility or liability of any kind under this Agreement, arising or resulting from: (a) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by XtendLive; (b) nonconformities resulting from Customer's, its Authorized Users', or any third party's misuse, abuse, negligence, or improper or unauthorized use of all or any part of the XtendLive Service, Professional Services, or any other services provided hereunder by XtendLive; (c) modification, amendment, revision, or change to the XtendLive Platform by any person other than XtendLive; or (d) any other factor outside of XtendLive's reasonable control.

## **7. INDEMNIFICATION.**

**7.1. By XtendLive.** XtendLive hereby agrees to indemnify, defend and hold harmless Customer from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred

by Customer in connection with any actual or alleged claim made by a third party arising out of, or relating to Customer's use of the XtendLive Platform as authorized herein infringing or misappropriating a third party's copyright, trade secret or patent issued prior to the Subscription Term, except to the extent the alleged infringement arises from (a) use of the XtendLive Services in combination with data, software, hardware, equipment, or technology not provided by XtendLive or not authorized by XtendLive in writing, (b) modifications to the XtendLive Service not made by XtendLive, (c) Customer Data or Customer Materials, or (d) Third Party Integrations.. If Customer's use of the XtendLive Platform is enjoined or XtendLive reasonably believes Customer's use of the XtendLive Platform may be enjoined, XtendLive may elect to obtain a license for Customer to continue using, or modify, the XtendLive Platform so that it no longer infringes. THE FOREGOING SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND XTENDLIVE'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT AND/OR MISAPPROPRIATION.

**7.2. By Customer.** Customer hereby agrees to indemnify, defend and hold harmless each XtendLive Party from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by any XtendLive Party in connection with any actual or alleged claim arising out of, or relating to: (a) Customer's or any Authorized Users' breach of this Agreement and/or any terms and conditions or other agreement applicable to any Third Party Integrations; (b) breach of the Attendee Terms by any Attendees; (c) Customer's or its Authorized Users' use of the XtendLive Service and/or any Professional Services; (d) allegations that the Event Pages, Customer Content, Customer Branding and/or Customer's activities in connection with the services hereunder, violate any applicable law or infringe or misappropriate the Intellectual Property Rights of any third party; (e) Customer Data or a violation of any applicable privacy law, rule or regulation by Customer; or (f) Customer's gross negligence, fraudulent misrepresentation or willful misconduct or violation of any applicable laws, rules, regulations.

**7.3. Procedure.** The party to be indemnified under Section 7.1 or 7.2, as applicable, (the "**Indemnitee**") shall (a) promptly notify the party obligated to indemnify the Indemnitee under Section 7.1 or 7.2, as applicable, (the "**Indemnitor**") in writing of the applicable claim(s) asserted against the Indemnitee, (b) give the Indemnitor sole control of the defense thereof, and, (c) at the Indemnitor's reasonable request and expense, cooperate and assist in such defense. The Indemnitee shall promptly deliver to the Indemnitor the original or a true copy of any summons or other process, pleading, or notice issued or served in any suit or other proceeding to assert or enforce any such claim. Under no circumstances shall the Indemnitor enter into any settlement that involves an admission of liability, negligence or other culpability of any Indemnitee or requires any Indemnitee to contribute to the settlement without the Indemnitee's prior written consent. Any Indemnitee may participate and retain its own counsel at its own expense.

**8. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL XTENDLIVE BE LIABLE OR OBLIGATED, WITH RESPECT TO THIS AGREEMENT, THE XTENDLIVE SERVICE (OR ANY PART THEREOF), AND/OR ANY OTHER MATERIALS AND/OR SERVICES PROVIDED OR MADE AVAILABLE BY XTENDLIVE, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF XTENDLIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR OBLIGATION: (A) IN THE AGGREGATE, FOR ANY AMOUNTS GREATER THAN THE FEES PAID OR PAYABLE BY CUSTOMER TO XTENDLIVE UNDER THE APPLICABLE SUBSCRIPTION ORDER OR STATEMENT OF WORK FOR THE EVENT GIVING RISE TO THE LIABILITY; (B) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS; (C) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES; OR (D) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR (E) FOR ANY MATTER BEYOND XTENDLIVE'S REASONABLE CONTROL. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY

SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT XTENDLIVE WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION. THIS ALLOCATION OF RISK IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. XTENDLIVE DISCLAIMS ALL LIABILITY OF ANY KIND WITH RESPECT TO XTENDLIVE'S LICENSORS AND SUPPLIERS. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY INURE TO THE BENEFIT OF XTENDLIVE'S SUPPLIERS.

**9. CONFIDENTIALITY.** Each party (the “**Disclosing Party**”) may from time to time during the term of this Agreement disclose to the other party (the “**Receiving Party**”) certain proprietary and non-public information regarding the Disclosing Party's products, services, and business (collectively, “**Confidential Information**”). Without limiting the foregoing, Confidential Information will include: (1) with respect to XtendLive the Feedback, and any non-public technical and business information regarding the XtendLive Service, including, but not limited to, the XtendLive Platform, Professional Services, Documentation, and the fees payable hereunder, and/or any other XtendLive products and services, and (2) with respect to Customer, the non-public aspects of the Customer Materials. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for the purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Confidential Information shall not include information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party without any obligation of confidentiality; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party, or its employees and contractors, has become, generally available to the public; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. The Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party without violating its obligations under this Section to the extent that such disclosure is (x) approved in writing by the Disclosing Party, (y) necessary for the Receiving Party to enforce its rights under this Agreement; or (z) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

## **10. GOVERNING LAW & DISPUTE RESOLUTION**

**10.1. Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of California, without reference to its choice of law rules to the contrary; provided that, the Agreement to Arbitrate and related arbitration provisions set forth in this Section 10 shall be governed by the Federal Arbitration Act. This Agreement (including without limitation, the XtendLive Platform and any services provided hereunder) will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.

**10.2. Disputes.** Any dispute, controversy, or claim between the parties arising out of or relating to this Agreement, the XtendLive Service (or any part thereof) or the breach, termination, or invalidity of this Agreement (a “**Dispute**”) shall be resolved by the parties in accordance with this Section 10. A party who intends to seek arbitration or bring other action permitted under this Section 10 with respect to any Dispute, must first send a written notice of the Dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Dispute Notice**”). XtendLive’s address for Dispute Notices is: XtendLive Inc., Attention: Notice of Dispute, 48571 Millmont Drive, Fremont, CA 94538. The Dispute Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought.

**10.3. Agreement to Arbitrate.** Except as described in Section 10.5, the parties agree that any and all Disputes shall be resolved by final, binding and confidential arbitration, settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its applicable arbitration rules in effect at time the claim is submitted (the “**Rules**”) as modified by this Section 10.3. The arbitration will be heard and determined by a single, neutral arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the arbitrator shall be selected in accordance with the Rules. The location of arbitration shall be Santa Clara, California, unless otherwise mutually agreed upon by the parties in writing. Notwithstanding the foregoing, to the extent feasible, the parties agree the arbitration may be conducted by video conference, telephone, or other telecommunication means. To the extent there is any conflict between the provisions set forth in this Section 10 and the Rules or any procedural or other rules issued by the arbitrator, this Section 10 will control. The arbitral proceedings, and all pleadings and written evidence will be in the English language. Any written evidence originally in a language other than English will be submitted in English translation accompanied by the original or true copy thereof. The English language version will control. The arbitrator shall apply the laws of the State of California, without reference to its choice of law rules to the contrary. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based. The arbitration award shall be final and binding upon the parties without appeal or review, and the award may be entered by any court of competent jurisdiction, and each of the parties irrevocably submits to the jurisdiction of such court for confirmation or recognition or enforcement of any award rendered by the arbitral tribunal in accordance with, inter alia, the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The parties agree that, except as otherwise stated in this Agreement, neither party shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures, or as otherwise stated herein) until the dispute has been determined in accordance with the arbitration procedure provided in this Section 10 and then only for enforcement of the award rendered in the arbitration.

**10.4. Enforceability; Venue.** If the Agreement to Arbitrate is found not to apply to any claim brought by Customer and/or XtendLive, Customer and XtendLive agree that any judicial proceeding will be brought in the federal or state courts located in Santa Clara County, California, and the parties hereby consent to the personal jurisdiction and exclusive venue in such courts.

**10.5. Exceptions.** Notwithstanding anything in this Agreement to the contrary, in the event of any actual or alleged violation of XtendLive’s Intellectual Property Rights or Confidential Information by Customer and/or its Authorized Users, XtendLive may seek injunctive or other appropriate relief in any court with competent jurisdiction in any country without first engaging in arbitration or the informal dispute process set forth in this Section, and Customer hereby consents to the personal jurisdiction and exclusive venue in such courts.

**10.6. Prevailing Party.** Subject to Section 8, in the event that either party institutes any arbitration, legal suit, action or proceeding against the other party arising out of or relating to this Agreement and/or the XtendLive Service (or any part thereof), the prevailing party in the suit, action or

proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

**10.7. No Class Actions.** CUSTOMER MAY ONLY RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED UNDER THIS AGREEMENT.

**11. GOVERNMENT RIGHTS.** To the extent applicable, the XtendLive Platform is a "commercial computer software" or a "commercial item" for purposes of U.S. Federal Acquisition Regulations (FAR) section 12.212 and U.S. Defense Federal Acquisition Regulations (DFAR) section 227.7202. Use, modification, reproduction, release, performance, display, disclosure, or transfer of the XtendLive Platform shall be governed solely by the terms of this Agreement and all other use is prohibited.

**12. EXPORT CONTROL.** Each party (a) will comply with all export and import laws and regulations in performing this Agreement and (b) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a "terrorist supporting" country. Customer will not submit to the XtendLive Platform any data controlled under the U.S. International Traffic in Arms Regulations.

**13. FORCE MAJEURE.** Neither party shall be responsible for any delay in its performance due to labor disputes, shortage of materials, fire, earthquake, flood, telecommunications failure, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other cause beyond its reasonable control, except payments by Customer to XtendLive that are due pursuant to the terms of the Agreement.

**14. MODIFICATIONS TO THIS AGREEMENT.** XtendLive reserves the right to update or modify this Agreement at any time. The revised Agreement will be posted at <https://shop.xtendlive.com/docs/terms-of-service-agreement.pdf>. Except as stated below with respect to material changes, all updates and modifications to this Agreement will be effective from the day they are posted, as indicated by the "Effective Date" or "Last Updated Date" set forth above. If XtendLive makes any material changes to this Agreement, XtendLive will provide reasonable prior notice to Customer of these changes by sending a notification to the email address XtendLive has on file for Customer, or, if XtendLive does not have an email address on file, by posting a prominent notice on XtendLive's website at <https://XtendLive.com> and/or through the user interface of the XtendLive Platform. Material changes to this Agreement will become effective on the date set forth in the notice. It is Customer's responsibility to regularly visit and review this Agreement for updates, changes and modification. If Customer does not agree to any updates or modifications to this Agreement, then, prior to the applicable date the modified agreement goes into effect, Customer may either, as Customer's sole and exclusive remedy: (a) notify XtendLive in accordance with Section 15.5 of its objection to such modifications, in which case, the existing version of this Agreement shall remain in effect for the remainder of Customer's then-current Subscription Term, without renewal; or (b) elect to terminate this Agreement by providing written notice to XtendLive in accordance with Section 15.5, provided that, all fees shall be non-refundable.

## **15. GENERAL**

**15.1. Publicity.** Customer acknowledges that XtendLive shall have the right, but not the obligation, to include Customer's name and logo as a customer who uses the XtendLive Platform on XtendLive's websites and marketing materials and channels promoting the XtendLive Platform.

**15.2. Independent Contractors.** Each party will perform its obligations hereunder as an independent contractor and, except as expressly provided to the contrary in this Agreement, will be solely responsible for its own financial obligations. Nothing contained herein will be construed to imply a joint venture or principal-agent relationship between the parties, and neither party will have any right, power, or authority to create any obligation, express or implied, on behalf of the other in connection with performance of its obligations hereunder.

**15.3. No Third Party Beneficiaries.** This Agreement is not intended to grant rights to anyone except XtendLive and Customer, and in no event shall this Agreement create any third party beneficiary rights to Attendees or any other third party. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of this Agreement are not subject to the consent of any other person.

**15.4. Severability; Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, will not be deemed to be a waiver of the future enforcement of such provision or right, and no waiver of any provision or right will affect the right of the waiving party to enforce any other provision or right herein.

**15.5. Notices.** All notices permitted or required to be sent to XtendLive under this Agreement shall be in writing and sent by personal delivery, email, or by certified or registered mail, return receipt requested, and shall be deemed delivered (a) upon personal delivery, (b) with respect to certified or registered mail, the later to occur of receipt or refusal of delivery, or five (5) business days after being deposited in the mail as required above, and (c) upon confirmation of transmission if sent by email. Notices shall be sent to XtendLive in writing to: XtendLive Inc., 48571 Milmont Drive, Fremont, California 94538, with a copy sent via email at Info@XtendLive.com; *Subject Line:* Legal. Except as otherwise set forth herein, all notices to Customer hereunder shall be sent via email to Customer's email address specified in the Account.

**15.6. Consent to Electronic Notices.** Customer consents to receiving electronic communications from XtendLive via email or through the user-interface of the XtendLive Platform, which may include notices about applicable fees and charges, transactional information and other information concerning or related to Customer's use of the XtendLive Service. These electronic communications are part of Customer's relationship with XtendLive and Customer receives them as part of Customer's access and use of the XtendLive Service. Customer agrees that any notices, agreements, disclosures or other communications that XtendLive sends Customer electronically will satisfy any legal communication requirements, including that such communications be in writing, to the extent permitted by applicable law.

**15.7. Assignment.** Customer may not assign its rights or obligations under this Agreement without XtendLive's prior written consent. Any attempted assignment or transfer of this Agreement by Customer in contravention of the foregoing shall be null and void. XtendLive may freely assign or transfer this Agreement (including, but not limited to, any of its rights or obligations under this Agreement) and may delegate the performance of any services hereunder to its affiliates, employees, contractors, and subcontractors, without Customer's consent. This Agreement shall be binding on the parties and their respective successors and permitted assigns.

**15.8. Entire Agreement; Construction.** This Agreement, together with any and all Subscription Orders and Statements of Work entered into hereunder, and any other policies or terms and conditions referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, communications, or purchase orders between the parties, whether written or oral, relating to the subject matter hereof. Section headings are provided solely for reference purposes and in no way define, limit, interpret, or describe the scope or extent of such section or in any way affect this Agreement. When used

in this Agreement, the term “including” means “including without limitation,” unless expressly stated to the contrary.

**QUESTIONS.** Please feel free to contact XtendLive at [Info@XtendLive.com](mailto:Info@XtendLive.com) if you have any questions about this Agreement.