



Viodi Standard Terms and Conditions

1. **SERVICES.** Viodi agrees to provide CLIENT with content acquisition and management services ("Services"), subject to the terms and conditions of this Agreement, as outlined in the attached, Agreement, Schedule or Statement of Work.
2. **PAYMENT.** Fees for services and direct expenses are billed on a monthly cycle. Invoices not paid within 30 days of the invoice date are considered delinquent, and are in violation of this agreement. For overdue invoices, CLIENT will pay Viodi interest on the overdue amount at a rate of one and one-half percent (1.5%) for each month (or the maximum rate allowed by law, whichever is less) that the payment is overdue. CLIENT agrees to keep Viodi informed of CLIENT's current postal and email addresses. CLIENT will send all payments to addresses that Viodi designates in writing.
3. **VIODI SERVICE FEES AND TAXES.** If Viodi is required to pay or collect any sales or use tax, or local, value-added, goods and services taxes or duties based on the Viodi Services provided hereunder, then Viodi shall add such taxes to the fees for Viodi Services and CLIENT agrees to pay such amounts.
4. **TERM.** This Agreement shall commence on the date as indicated in any Agreement, Schedule or Statement of Work and shall terminate upon the expiration date of any Schedule or Statement of Work entered into hereunder.
5. **VIODI'S WARRANTIES.** Except as expressly provided in this Agreement or in an applicable Statement of Work, the Viodi Services are provided "as is" and Viodi makes no warranties or representations express or implied concerning the Viodi Services or any result to be achieved through use of the Viodi Services; Viodi disclaims all other warranties, including the warranties of merchantability, quality, fitness for a particular purpose, non-infringement and title, and all warranties arising from a course of dealing, usage, or trade practice.
6. **COOPERATION.** CLIENT agrees to cooperate and provide Viodi with information necessary or desirable to provide the Viodi Services for CLIENT.
7. **RESALE.** Unless expressly permitted by an attached Schedule, Statement of Work or separate Reseller Agreement signed by Viodi, CLIENT shall not resell or provide the Viodi Services to third parties without Viodi's prior written consent.
8. **MUTUAL INDEMNITY.** Both Parties agree to indemnify, defend and hold harmless the other Party against any claim, demand, suit or proceeding by any third party arising from (i) matters for which either Party has assumed responsibility; (ii) violation by either Party of any obligations under these Terms and Conditions; (iii) any civil or criminal violations of law or governmental rule or regulation occurring as a result of actions or omissions of either Party.
9. **OWNERSHIP OF INTELLECTUAL PROPERTY AND EQUIPMENT.** Except as expressly set forth in this Agreement or any attached Statement of Work, the Parties do not, directly or by implication, by estoppel or otherwise, grant to each other any rights or licenses, and neither Party shall have any ownership rights in any intellectual or tangible property of the other.
10. **TERMINATION.** Either Party may terminate this Agreement for a material breach by the other Party upon written notice to the other Party of not less than thirty (30) days specifying such breach and the breaching Party's failure to cure the breach within such thirty (30) day notice period.
11. **EFFECT OF TERMINATION.** Upon termination, all Viodi Services to be provided to and/or rights granted to CLIENT under this Agreement shall terminate immediately. CLIENT shall remain liable to pay Viodi for the Viodi Services provided through the date of termination of this Agreement and for any periods during which CLIENT hereof shall receive all or part of the Viodi Services.



12. DAMAGES LIMITATION; SOLE REMEDIES; MATERIALITY. Liability arising under this Agreement shall be limited to direct, objectively measurable damages. The aggregate liability of Viodi and CLIENT under this Agreement, excluding indemnity obligations under Section 8 above and liability for payment of fees for Viodi Services, shall not exceed the total amounts paid by CLIENT to Viodi hereunder (excluding reimbursement of any direct expenses remitted to Viodi by CLIENT).
13. FORCE MAJEURE. In the event that either Party is unable to perform any of its obligations under this Agreement because of the non-operation of facilities not owned or controlled by the affected Party or any event beyond the reasonable control of the affected Party, including, but not limited to, natural disaster, acts of God, inevitable accident; fire, lockout; strike or other labor dispute, riot or civil commotion, actions or decrees of governmental bodies, failure of communication or electrical lines or any other cause beyond such Party's commercially reasonable control (a "Force Majeure Event"), the Party who has been so affected shall promptly give written notice to the other Party and shall use its reasonable best efforts to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event.
14. DISPUTE RESOLUTION. With the sole exception of a dispute involving breach of confidentiality, infringement of a Party's intellectual property, and other types of irreparable harm for which injunctive relief through the courts may be sought by either Party (and in any case, each Party waives its right to a trial by jury for any such dispute, issue or claim,) all disputes arising under the terms of this Agreement or the grounds for termination thereof shall be resolved as follows: senior management representative designated by each Party shall meet to attempt to resolve such disputes. If the disputes cannot be resolved by them, either Party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. If the disputes or disagreements are not otherwise resolved by thirty (30) days from the date any Party received a written demand for formal dispute resolution, such disputes or disagreements shall be resolved by binding arbitration. The proceedings shall be held in the City of San Jose, California, U.S.A. under the auspices of the AAA or the International Chamber of Commerce, whichever is applicable. The cost of the arbitrator and other incidental costs of arbitration, including the cost of a court reporter, shall be shared equally by both CLIENT and Viodi.
15. GOVERNING LAW. Any claim, demand, disagreement or dispute arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of California and the federal courts located in California, without regard to principles of conflict of laws.
16. ATTORNEY'S FEES. In the event of any dispute or arbitration hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs and disbursements incurred, as determined by the arbitrator or court at trial or on appeal.
17. INVALIDITY. The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of its other provisions.
18. ASSIGNMENT. Neither Party may assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other. Neither Party shall withhold its reasonable consent to the other Party's assignment of the Agreement to a company controlled by, controlling, or under common control by that Party, provided that such company agrees to be bound by the terms of this Agreement and that Party remains liable for all of its obligations hereunder.
19. HEADINGS. The headings to the Agreement provisions are for reference only and shall not affect their interpretation.
20. INDEPENDENT CONTRACTOR. The Parties hereto are independent contractors. Nothing in this Agreement will be construed to make the Parties partners or to make either Party liable for the



obligations, acts or activities of the other.

21. NO THIRD PARTY BENEFICIARIES. The provisions of this Agreement are intended solely for the benefit of CLIENT and Viodi and its suppliers and shall create no rights or obligations enforceable by any other party unless such beneficiaries are expressly designated in a Schedule attached hereto.

22. AMBIGUITIES. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

23. ENTIRE AGREEMENT. This Agreement, including each Statement of Work and Schedule, constitutes the entire Agreement between the Parties with respect to matters contained herein, and all prior or contemporaneous agreements and negotiations with respect to those matters are superseded by and merged into this Agreement. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default. Any changes, modifications or amendments to this Agreement, or any additional or different terms in CLIENT's purchase orders, acknowledgements or other documents, will not be effective unless expressly agreed to in writing signed by the Party against whom enforcement is sought.

24. ACCEPTANCE. CLIENT's use of Viodi services constitutes full and complete acceptance by CLIENT of the terms and condition contained herein.