Terms of LPS "Meet in HD" Service

- 1. Provision of Services. LPS Associates, LLC will use commercially reasonable efforts to provide the Services that Customer may order. All Services will be supplied in accordance with this Order Form. LPS Associates, LLC reserves the sole and exclusive right to maintain, reconfigure or discontinue any Services. If LPS Associates, LLC intends to discontinue any of Customer's Services, LPS Associates, LLC will provide Customer with at least thirty (30) days' written notice before discontinuing such Services, and will refund to Customer a pro-rated portion of any pre-paid fees associated with such discontinued Services. Customer understands that LPS Associates, LLC's performance is dependent in part on third-party actions and the actions of Customer. Accordingly, LPS Associates, LLC shall be excused from performing under the Agreement to the extent it is unable to perform as a result of such actions or inactions, including, without limitation, Customer's failure to provision or maintain a Circuit to provide network connectivity.
- **2. Services.** LPS Associates, LLC will not supply any Services until Customer has agreed to the terms and conditions listed. LPS Associates, LLC will not provide any Services until Customer has provided appropriate network connectivity. LPS Associates, LLC will begin charging Customer for Service immediately following LPS Associates, LLC's notification to Customer that such Circuit or Service has been provisioned and tested by LPS Associates, LLC.
- **3. Customer Responsibilities.** Customer shall provide LPS Associates, LLC with all information, cooperation and access that LPS Associates, LLC reasonably requests as necessary in performing the Services.
- **4. Use of Service.** Customer may use the Services for its internal business purposes only. Resale or sub-contracting the Services to third parties is prohibited.
- **5. Equipment.** LPS Associates, LLC shall have no obligation or liability in connection with any equipment not purchased or provided through LPS Associates, LLC and configured by LPS Associates, LLC.
- 6. Charges and Payment Terms. Charges shall commence on the first day of the Initial Order Term. LPS Associates, LLC shall invoice Customer once a month by providing an electronic invoice. LPS Associates, LLC will bill Customer in advance for recurring charges and any onetime charges, generally on the first day of the month. For example, LPS Associates, LLC's July 1 invoice will include any recurring charges for Services to be received from July 1 to July 31, any one-time and/or usage charges anticipated to be incurred during that period and any prior charges incurred but not yet invoiced. For new Services commencing during a month, the following month's invoice will reflect all charges associated with the installation and setup of such Services, prorated monthly charges for the month during which the Services commenced and the advance monthly charges for the following month. For example, if LPS Associates, LLC begins providing Services on July 15, the August invoice will include (a) any one time nonrecurring charges, (b) the prorated monthly charges for July 15 through July 31 and (c) the monthly charges for August. Payment shall be submitted to: LPS Associates, LLC, 1301Skippack Pike, Suite 7A #123, Blue Bell, PA 19422. Customer's payment shall be considered late if not received by LPS Associates, LLC within thirty (30) calendar days following Customer's receipt of the

applicable invoice. After this thirty (30) day period, all unpaid charges will accrue interest at a rate of one and one-half percent (1.5%) per month. If Customer has a bona fide, good faith dispute with any of the amounts on an invoice, Customer must pay, in accordance with the foregoing terms, all amounts not in dispute and provide LPS Associates, LLC with a written request for a billing adjustment, together with all supporting documentation (in the form requested by LPS Associates, LLC), within sixty (60) days after Customer's receipt of the applicable invoice. If LPS Associates, LLC does not receive this information within this sixty (60) day period, Customer's right to a billing adjustment shall be waived. In the event of a billing dispute, the parties shall attempt to promptly resolve the dispute by mutual agreement.

- **7. Taxes and Service Fees.** Customer shall be responsible for and shall pay all applicable federal, state and local taxes, fees, charges, and surcharges or other similar exactions imposed on or with respect to the Services that are the subject of this Agreement, whether such taxes are imposed directly upon Customer or upon or upon LPS Associates, LLC, Inc. If Customer is exempt from any such taxes for any reason, LPS Associates, LLC, Inc. (for itself and as billing agent for) will exempt Customer from such taxes once Customer delivers a duly executed, signed and dated valid exemption certificate to LPS Associates, LLC's finance department and LPS Associates, LLC's finance department has approved such exemption certificate. Such exemptions should be sent directly to: LPS Associates, LLC, 1301Skippack Pike, Suite 7A #123, Blue Bell, PA 19422. If for any reason a taxing jurisdiction determines that Customer is not exempt from such taxes and assesses such taxes, Customer agrees to pay LPS Associates, LLC such taxes, plus any applicable interest or penalties. Customer shall indemnify and hold LPS Associates, LLC harmless for any liability or claims related to such unpaid taxes pursuant to the provisions of Section 18 herein.
- **8. Cancellation and Disconnection.** If Customer desires to cancel or disconnect any Services, Customer shall provide LPS Associates, LLC with written notice of such desire, and LPS Associates, LLC shall cancel or disconnect such Service within thirty (30) days after receiving such notice. Such written notice shall be sent to: LPS Associates, LLC, Inc., 1301Skippack Pike, Suite 7A #123, Blue Bell, PA 19422. If Customer elects to cancel any Service during the applicable Order Term (or if LPS Associates, LLC cancels or disconnects a Service for Customer's Payment Default or other violation of the Agreement), Customer shall pay to LPS Associates, LLC the following as liquidated damages: (i) the monthly fees for the balance of the remaining Order Term or three months, whichever is greater; plus (ii) the full amount of all past due charges and interest thereon, if any.
- **9. Support.** LPS Associates, LLC shall be Customer's initial point of contact with respect to support and maintenance for the Services. LPS Associates, LLC shall use commercially reasonable efforts to provide first and second-level technical and support to Customer for issues relating to the Services. Support contact information can be viewed at http://www.lpsassociates.com. Customer understands that LPS Associates, LLC may, from time to time, need to interrupt Services for maintenance and other operational reasons, and that Customer shall not receive any credits or compensation for such scheduled interruptions. If commercially feasible, LPS Associates, LLC will give Customer reasonable advance notice (via email or otherwise) of such interruptions.

- 10. LPS Associates, LLC's Warranties; Outage Credits. LPS Associates, LLC warrants to Customer, and only Customer, that the Services shall perform substantially in accordance with those described on the Order Form. LPS Associates, LLC's sole obligation and Customer's sole and exclusive remedy if the Service fails shall be to use reasonable commercial efforts to correct such failure, provided that (i) Customer promptly reports such failure; (ii) the failure can be reproduced or confirmed by LPS Associates, LLC; and (iii) the cause of the failure is within LPS Associates, LLC's control. If a performance failure occurs that is within LPS Associates, LLC's control, and LPS Associates, LLC is unable to correct such failure, then, as Customer's sole and exclusive remedy, LPS Associates, LLC will credit Customer's account only up to the amount paid by Customer for such Services in the month in which such failure occurred. Repeated failures that substantially interfere with Customer's use of the Services may constitute a chronic outage and permit Customer to terminate the affected Service if LPS Associates, LLC is unable to remedy such failures after written notice and application of all commercially reasonable efforts.
- 11. Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MASTER SERVICES AGREEMENT, ALL SERVICES AND PRODUCTS HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE THEREOF IS AT CUSTOMER'S OWN RISK. LPS ASSOCIATES, LLC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS MASTER SERVICES AGREEMENT, LPS ASSOCIATES, LLC DOES NOT WARRANT THAT THE SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. LPS ASSOCIATES, LLC DOES NOT GUARANTEE THAT ITS PROCEDURES AND SERVICES WILL PREVENT LOSS, ALTERATIONS OR UNAUTHORIZED ACCESS TO CUSTOMER DATA OR CONTENT HOSTED. DISTRIBUTED OR DELIVERED THROUGH ANY FACILITY EMPLOYED IN THE DELIVERY OF THE SERVICES. In addition to, but not in limitation of, the above disclaimer, neither LPS Associates, LLC shall have any liability under any provision of this Agreement with respect to any performance problem, claim of infringement or other matter to the extent attributable to (a) any unauthorized or improper use or modification of the Services; (b) any unauthorized combination of the Services with other equipment or services; (c) any use of any version of the Services other than the latest release of the Services; or (d) any breach of this Agreement by Customer. LPS Associates, LLC shall not be liable to Customer for any of the following resulting from, or in any way related to, the Services or Equipment: (i) viruses, worms, Trojan Horses, or other undesirable data or software produced or initiated by third parties; or (ii) the attempt by unauthorized users (e.g., hackers) to obtain access to Customer's data, website, computers, private network or other networks.
- **12. Term and Termination.** This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance herewith, shall remain in effect until ninety (90) days have passed during which there are no Order Forms in effect, at

which point, this Agreement shall terminate automatically (the "Term"). In the event there is no renewal term stated in the Order Form, the term of the ordered Service(s) shall automatically renew for successive renewal periods of one (1) year unless either Party provides thirty (30) days' written notice of termination to the other Party prior to the expiration of any service period. The Initial Order Term together with any renewal period shall be referred to as the "Order Term". If Customer fails to pay the fees for Services under an Order Form within forty (40) calendar days after the date of the invoice, or if Customer fails to meet any of its other obligations under such Order Form, LPS Associates, LLC may suspend all Services under such Order Form. If Customer fails to pay the fees for Services under an Order Form within sixty (60) calendar days after the date of the invoice ("Payment Default") or if Customer fails to meet any of its other obligations under such Order Form, LPS Associates, LLC may do any combination of the following in its discretion and without notice: (i) terminate any or all of the Services provided under this Agreement, (ii) disconnect any applicable Service(s) and treat such disconnection as a disconnection for purposes of Section 8 above, or (iii) terminate the applicable Order Form. In the event any Order Form is terminated, Customer shall remain responsible for and shall pay LPS Associates, LLC all fees accrued prior to the date of such termination and all liability imposed hereunder for terminating any applicable Services prior to the end of their respective Order Terms. 13. Limitations of Liability. EXCEPT FOR THE INDEMNITY PROVISIONS SET FORTH IN SECTION 14 AND FEES OWED TO LPS ASSOCIATES, LLC BY CUSTOMER, NEITHER PARTY WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY LOST REVENUE, LOST PROFITS, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SERVICES AND EQUIPMENT. IN NO EVENT WILL LPS ASSOCIATES, LLC OR ITS AGENTS OR SUPPLIERS BE LIABLE TO CUSTOMER, ANY USER, OR ANY THIRD PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO CUSTOMER'S BUSINESS. ITS RELATIONSHIP WITH ITS USERS, OR OTHERWISE, NEITHER LPS ASSOCIATES. LLC NOR ITS AGENTS OR SUPPLIERS SHALL BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH THE INTERRUPTION, UNAVAILABILITY, OR LOSS OF USE OF SERVICES OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER LPS ASSOCIATES, LLC NOR ITS AGENTS OR SUPPLIERS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF A CUSTOMER'S DATA FILES, PROGRAMS PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. LPS ASSOCIATES, LLC'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER RELATED TO A CLAIM ARISING UNDER THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER THEORY, WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CUSTOMER IN A ONE (1) MONTH PERIOD FOR THE INDIVIDUAL SERVICES IN OUESTION: PROVIDED, HOWEVER, THAT CUSTOMER PROVIDES LPS ASSOCIATES, LLC WITH WRITTEN NOTICE OF SUCH CLAIM WITHIN SIX (6) MONTHS OF THE OCCURRENCE GIVING RISE TO SUCH CLAIM.

- **14. Indemnity.** Each party (the "**Indemnifying Party**") shall, at its own expense, indemnify and hold the other party, its successors and assigns, and each of its affiliates and their successors and assigns, and each of their respective directors, officers, partners, contractors, employees and agents (collectively the "Indemnified Parties") harmless from and against any claims, demands, actions, causes of action, damage, loss, deficiency, cost, liability and expenses, including reasonable attorneys' fees, and amounts paid in settlement resulting from or arising out of any claim, suit action or proceeding (each a "Claim") made or brought by a third party against any of the Indemnified Parties as a result of: (a) in the case of Customer as the Indemnifying Party, (i) infringing on the intellectual property rights of any third party or misappropriating the trade secrets of any third party, (ii) Customer's gross negligence or intentional misconduct, including, without limitation, Claims for damage to property and/or personal injuries (including death) due to such gross negligence or willful misconduct, (iii); or (b) in the case of LPS Associates, LLC as the Indemnifying Party, (i) LPS Associates, LLC's gross negligence or intentional misconduct, including, without limitation, Claims for damage to property and/or personal injuries (including death) due to such gross negligence or willful misconduct, or (ii) the unauthorized disclosure by LPS Associates, LLC of any Content or Customer Confidential Information. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any Claim. The Indemnifying Party shall have sole control and authority with respect to the defense or settlement of any Claim and the party seeking indemnification shall reasonably cooperate (at the Indemnifying Party's expense) with the Indemnifying Party in the defense of any Claim. The Indemnifying Party shall not enter into any settlement which imposes liability or restrictions on the party seeking indemnification without the prior written approval of such party, such consent not to be unreasonably withheld or delayed.
- **15. Force Majeure.** Neither party hereto shall be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money) if such failure is caused by acts of God, war, terrorist activities, strikes, inability to secure labor materials or third party services, revolutions, fire, earthquake or other casualty, lack or failure of transportation, water or electrical facilities, changes in laws or governmental regulations or any other causes that are beyond the reasonable control of such party.