

**HAIVISION NETWORK VIDEO INC.
GENERAL TERMS & CONDITIONS OF SERVICE v2.4**

By executing a Haivision Service Agreement (as defined below) which references these General Terms and Conditions of Service ("Terms and Conditions"), You agree to be bound by the Agreement (as defined below), which will govern Your use of the Services and Haivision Technology provided by Haivision Network Video Inc ("Haivision"). If You are executing a Haivision Service Agreement on behalf of a company or other legal non-person entity, You represent that You have the authority to bind such entity to this Agreement, in which case the terms "You" or "Your" shall refer to such entity. The "Effective Date" refers to the date on which You first execute a Haivision Service Agreement. All Haivision Service Agreements accepted by Haivision, on or after the Effective Date, these Terms and Conditions, and any other terms and conditions set forth in, or incorporated by reference in, these Terms and Conditions or in any Haivision Service Agreements shall be deemed to form one and the same agreement (all of the foregoing are collectively the "Agreement").

Capitalized terms have the meaning given to them in the Agreement; certain capitalized terms are defined in Section 16 herein.

1. The Services.

1.1. You may purchase certain services from Haivision ("Services") each as further described on an applicable Haivision Service Agreement (a "Haivision Service Agreement").

1.2. Each Haivision Service Agreement accepted by Haivision on or after the Effective Date shall become part of, and subject to, these Terms and Conditions. In the event of a conflict between these Terms and Conditions and a given Haivision Service Agreement, the Terms and Conditions shall control; provided, however, that, where the parties have expressly agreed in writing in a Haivision Service Agreement that the Haivision Service Agreement shall control, the Haivision Service Agreement shall control, but only with respect to the parties' performance under that Haivision Service Agreement.

2. Term and Termination.

2.1. Each Haivision Service Agreement becomes effective on the Effective Date set forth on such Haivision Service Agreement. The term for each Haivision Service Agreement shall begin upon the latter of the Effective Date, or the date of initial notification of Service availability/use provided by Haivision to You (hereinafter the "Commencement Date") and shall extend for the period of months thereafter as set forth in the applicable Haivision Service Agreement (the "Haivision Service Agreement Term"). Notwithstanding the foregoing, if sixty (60) days have passed from the Effective Date without occurrence of the Commencement Date, the

Commencement Date shall be deemed to have occurred, and billing will commence, on the sixtieth (60th) day from the Effective Date.

2.2. The Haivision Service Agreement Term is stated in a given Haivision Service Agreement. Upon expiration of the initial Haivision Service Agreement Term or any renewal Haivision Service Agreement Term, the Haivision Service Agreement Term shall automatically renew for an additional period equal in duration to the initial Haivision Service Agreement Term, unless a party has delivered to the other party written notice to the contrary at least sixty (60) days prior to the end of the then-current Haivision Service Agreement Term.

2.3. In the event there is a billing hold at any time after the Commencement Date, the Term (or subsequent renewal term) shall be extended by the number of months of the billing hold so that the full number of months set forth in the Haivision Service Agreement is met.

2.4. Upon any early termination of any Haivision Service Agreement by You without cause, You shall pay to Haivision a fee equal to, for each Haivision Service Agreement so terminated (i) the number of months remaining in the Haivision Service Agreement Term, multiplied by (ii) the minimum Monthly Charge(s) under such Haivision Service Agreement ("Early Termination Fee"). The parties agree that the Early Termination Fee is a liquidated damage for Your breach in early termination of a Haivision Service Agreement without cause, and is not a penalty. The parties agree that the Early Termination Fee is reasonable because: (a) the amount of actual damages to Haivision caused by such early termination is difficult or impossible to accurately calculate; and (b) the Early Termination Fee is a reasonable pre-estimate of Haivision's probable loss in the event of such early termination. Upon termination or expiration of this Agreement for any reason, the following provisions of these Terms and Conditions shall survive, along with any other provisions of the Agreement which by their terms survive such termination or expiration: Sections 3, 5, 6, 8, 9, 12, 14, and 15.

2.5. Either party may terminate this Agreement (and all Haivision Service Agreements) due to (i) the other party's breach of a material covenant, term or condition of this Agreement; provided that (ai) the non-breaching party has first provided written notice of such breach to the breaching party, and (b) the breaching party has failed to cure such breach, if curable, within the thirty (30) day period following its receipt of such notice; (ii) You engage in any willful unauthorized access, disclosure or use of Haivision Technology or Services or Haivision's confidential information; or (iii) You terminate Your business activities or become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors, or become subject to direct control of a trustee, receiver or similar authority.

2.6. Upon Termination of the Agreement, You will cease using the Haivision Technology and/or Services, including

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without limitation disabling any links on Your website to Haivision technology and Haivision will no longer provide You with access to Services.

3. Pricing and Payments.

3.1. The rates and charges applicable to the Services are outlined in the applicable Haivision Service Agreement(s) and incorporated by reference herein.

3.2. Base recurring charges shall generally be invoiced on or about the first of the month for the subsequent month's services. Usage charges in excess of the base recurring charges shall be invoiced in arrears. Any other charges or fees shall be payable as set forth in the applicable Haivision Service Agreement. Services provided for a partial month will be invoiced on a pro-rata basis. All invoices shall be due and payable in United States Dollars within thirty (30) days of the date of the invoice without set-off or demand ("**Due Date**"). Customer shall pay all amounts by check, credit card or wire transfer. The unpaid and undisputed portion of any invoice not paid by the Due Date will be subject to an interest rate equal to 1.5% per month. Customer shall be deemed to be in material default hereunder if payment is not received within thirty (30) days of the Due Date and all amounts invoiced or earned but not yet invoiced by Haivision shall be deemed "past due". In addition to any other remedy available at law or in equity, if all undisputed past due balances are not paid in full within thirty (30) days of the Due Date, Haivision reserves the right to immediately suspend Services. If Haivision elects to suspend Services, no Service interruption shall be deemed to occur and Haivision shall have no responsibility to or liability for Services during such period of suspension.

3.3. Reasonable, documented travel costs for Haivision personnel, including actual costs of airfare, hotel expenses, meals, and local transportation expenses incurred by Haivision personnel solely in connection with the performance of Haivision' obligations on Your premises, or on a location designated by You, shall be reimbursed by You.

3.4. If You have a bona fide dispute with respect to invoiced amounts, You must notify Haivision of the dispute within seven (7) days of the invoice date at the notice address. You may withhold payment of the disputed charge(s), provided that: (i) You pay all undisputed amounts when due; (ii) You identify the specific charge(s) in dispute and provide a reasonably detailed written explanation of the basis for the dispute; and (iii) You reasonably cooperate with Haivision in investigating and resolving the dispute. You waive any dispute regarding any amounts set forth on a given invoice if You do not timely notify Haivision in accordance with this Section.

3.5. Your obligation to pay any fees or amounts due under this Agreement shall not be subject to any rights of set-off, counterclaim, deduction, defense or other right which You may have against Haivision or any other party.

Your sole and exclusive remedy for such a dispute will be an adjustment or credit to Your account in the event the dispute is resolved in Your favor.

3.6. All fees paid are non-refundable.

4. General Obligations.

4.1. Subject to these Terms and Conditions, Haivision agrees to provide to You during the applicable Haivision Service Agreement Term, and You agree to pay for, the Services as set forth in each Haivision Service Agreement accepted by Haivision.

4.2. While Haivision utilizes certain Haivision Technology (including hardware and software) at Haivision' facilities as necessary to make the Services available and to store certain Content You provide, You are solely responsible for providing hardware, software, and Internet connectivity necessary for You to access and utilize the Services (except for certain Haivision Technology which Haivision may expressly agree to provide to You pursuant to a Haivision Service Agreement).

4.3. Haivision is not responsible for, and Your obligations under this Agreement are not relieved by, Your inability to access or utilize the Services or Haivision Technology due to issues related to Your failure or inability to provide appropriate hardware, software, power and Internet connectivity and bandwidth.

4.4. You shall not, without the prior written consent of Haivision, disclose or use Haivision Confidential Information. You shall treat Haivision Confidential Information with the same degree of care as it accords its own Confidential Information, which shall at least be reasonable care. You may only disclose Haivision Confidential Information to Your employees on a need-to-know basis, solely for the purpose of fulfilling Your obligation under the Agreements. You may disclose Haivision Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights and obligations under this Agreement, provided that You give Haivision reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure.

5. License.

5.1. Subject to Your continued compliance with the Terms and Conditions of this Agreement (including payment of all amounts due hereunder), Haivision hereby grants You a non-exclusive, non-transferable, terminable, personal right and limited license to access and use a given Service only during the Haivision Service Agreement Term under which the Service is provided to You.

5.2. Access and use of a Service shall be limited by use of username/s password/s ("**Credentials**"). You are responsible for all activity occurring in Your account. You

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shall take all reasonable steps to protect Haivision Technology and Services from unauthorized access or use including, but not limited to, reasonable efforts to prevent third parties from obtaining credentials to access Haivision Technology or Services. Except where Haivision has actual notice of loss, theft or unauthorized use of Your Credentials, Haivision shall have the right, without further inquiry, to rely on provision of Your Credentials as sufficient to authenticate Your use of the Service.

5.3. Except as expressly permitted under this Agreement or expressly authorized by Haivision, You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or Haivision Technology in any way; (ii) copy, modify or make derivative works based upon the Services or Haivision Technology; (iii) reverse engineer or access the Services or Haivision Technology in order to (a) build a competitive product or service, (b) build a product using similar ideas, features or functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services or Haivision Technology; or (iv) modify or distribute any documentation that may accompany the Haivision Technology and/or Services. You shall not pledge as security or otherwise encumber Haivision Technology, or use such as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution.

6. Intellectual Property Ownership.

6.1. Haivision (and its licensors, where applicable) own all right, title, and interest, including all related Intellectual Property Rights, in and to the Haivision Technology and the Services, and any suggestions, ideas, enhancement requests, feedback, recommendations or other similar information provided by You or any other party relating to the Service.

6.2. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Service, Haivision Technology or the Intellectual Property Rights owned by Haivision or its licensors. The Haivision name, the Haivision logo, and the product names associated with the Services and/or Haivision Technology are trademarks or service marks of Haivision or of third parties, and no right or license is granted to use them hereunder.

6.3. You grant Haivision a worldwide, nonexclusive, non-transferable, non-sublicenseable right to: (i) use usage data as necessary to provide Services, including for purposes of billing and generating reports, and (ii) to aggregate usage data with that of other customers, provided that such aggregated data does not identify You, Your products or services, or contain information that would allow a third-party to determine which portion of the aggregated data is related or attributed to Your usage data.

7. Billing Information.

7.1. You agree to provide Haivision with complete and accurate billing and contact information. This information includes Your name, Your legal company name (if applicable), street address, e-mail address, and name and telephone number of an authorized billing contact. You also agree to update this information within thirty (30) days of any change to it. Haivision reserves the right, in addition to any other legal remedies, to terminate Your access to the Services and any Haivision Technology if any contact information You have provided is false or fraudulent.

7.2. Haivision shall have the right to immediately suspend access to specific content if Haivision deems it reasonable to prevent any harm to Haivision, a third party, or a third-party's business.

7.3. To the extent Haivision expressly agrees to accept a credit card as a billing mechanism in connection with Your account, You agree that Haivision may automatically renew and bill Your credit card at the beginning of each period for which You are being billed.

8. Content.

8.1. The term "**Content**" means any data or material (including without limitation copyrightable subject matter, graphics, text, video content and audio content, trademarks, and service marks) that You direct Haivision to acquire or use or is provided or submitted by You, or on Your behalf, or by any User to the Services in the course of use of the Services (including any of the foregoing that is to be used, modified, copied, adapted, exhibited, published, transmitted and/or distributed by Haivision pursuant to a Haivision Service Agreement).

8.2. All Content, including all copies of Content resulting from encoding, transcoding or other Services provided to You by Haivision pursuant to a Haivision Service Agreement, shall remain, as between You and Haivision, Your sole and exclusive property. You hereby grant Haivision, for the term of this Agreement and for so long thereafter as Haivision is permitted to (or required by law to) retain the Content on a non-exclusive, worldwide, royalty free, transferable, sublicenseable license to modify, copy, adapt, exhibit, publish, transmit, publicly perform, publicly display and distribute the Content as required for Haivision' provision of the Services specified by a Haivision Service Agreement during the applicable Haivision Service Agreement Term.

8.3. You agree, represent, and warrant to Haivision that You have and will maintain, throughout the applicable Haivision Service Agreement Term, all necessary rights and permissions (including rights and permissions in any applicable Intellectual Property Rights) to provide Content to Haivision and to grant the licenses granted by You

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under this Agreement. In addition, YOU AGREE TO PAY, WAIVE OR HAVE WAIVED BY THE APPLICABLE THIRD PARTY ANY AND ALL ROYALTIES, LICENSE FEES (E.G. BMI, ASCAP, SESAC, ETC.) AND OR SIMILAR AMOUNTS DUE TO ANY OWNER OF ANY OF THE INTELLECTUAL PROPERTY RIGHTS IN THE CONTENT APPLICABLE TO THE USE (INCLUDING BROADCAST) OF THE CONTENT. YOU FURTHER AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HAIVISION, ITS OFFICERS, DIRECTORS, AND EMPLOYEES FOR ANY DEMANDS, CLAIMS, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS), OR LIABILITY ARISING OUT OF ANY DEMAND, CLAIM, SUIT, OR PROCEEDING ALLEGING FACTS THAT WOULD BE A BREACH OF THE REPRESENTATIONS, WARRANTIES OR OBLIGATIONS SET FORTH IN THIS SECTION 8 OR SECTION 9.

9. Your Obligations. You covenant and agree not to (i) use the Services, or collect, use or disclose any personally-identifiable information of any person, in any illegal or unlawful manner or for any illegal or unlawful purpose or (ii) perform any act which interferes with or disrupts the Service. Haivision will not review or screen Content for compliance with this Agreement or applicable law, and Haivision shall have no obligation to do so, provided, however, that in addition to any other right Haivision may have, Haivision reserves the right to suspend Your access to and/or use of the Service to the extent that Haivision determines, in good faith, that such suspension is necessary to comply with applicable law or to prevent significant harm to Haivision or any end user of the Service.

10. Limited Warranty. Haivision represents and warrants that, during the applicable Haivision Service Agreement Term, it will provide the Services in a professional, workmanlike manner consistent with general industry standards.

11. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, Haivision MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO YOU, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR SUITABILITY, OR WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE HAIVISION SERVICE IS PROVIDED ON AN "AS IS" BASIS ONLY. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM HAIVISION SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSE-

QUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES IN EXCESS OF (A) \$10,000 OR (B) THE TOTAL VALUE OF PAYMENTS EXPRESSLY IDENTIFIED IN THE HAIVISION SERVICE AGREEMENT UNDER WHICH LIABILITY AROSE, WHICHEVER OF (A) AND (B) IS LESS. NOTWITHSTANDING ANY OF THE FOREGOING IN THIS ENTIRE SECTION, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO LIMIT (I) YOUR PAYMENT OBLIGATIONS HEREUNDER (II) DAMAGES FOR INFRINGEMENT OF HAIVISION'S INTELLECTUAL PROPERTY RIGHTS, (III) DAMAGES FOR BREACHES OF SECTION 9 OF THIS AGREEMENT, (IV) DAMAGES RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (V) A PARTY'S INDEMNIFICATION OBLIGATIONS.

13. Notice. Notices required or permitted under this Agreement must be given as follows to be effective. Haivision may give notice by means of a general notice on the Internet web site operated by Haivision at www.haivision.com ("**Haivision Web Site**"), electronic mail to Your e-mail address on record in Your account information, or by written communication sent by first-class mail or pre-paid overnight courier to Your address on record in Your account information. Such notice shall be deemed to have been given upon the expiration of five days after mailing (if sent by pre-paid, first-class mail, return-receipt requested), five days after posting of a general notice on the Haivision Web Site, or 12 hours after sending (if sent by email). You must give notice to Haivision (such notice shall be deemed given when received by Haivision) by: letter sent by confirmed facsimile; or letter delivered by nationally recognized overnight delivery service or the U.S. Postal Service by prepaid, first-class, return-receipt requested, addressed as follows:

Haivision Network Video Inc.
Attention: Chief Financial Officer
13975 Polo Trail Drive
Lake Forest, IL 60045 USA
Tel. (847) 362-6800
Fax (847) 362-6866

14. Modifications. Haivision reserves the right to modify the terms and conditions of this Agreement at any time, effective upon posting of an updated version of the Agreement (or the portion thereof so modified) on the Haivision Web Site. You are responsible for regularly reviewing the most-current version of this Agreement on

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the Haivision Web Site. If You do not agree to be bound by such modifications, You may signify Your lack of agreement only by giving Haivision notice of termination of this Agreement, in accordance with this Agreement, within thirty (30) days after such modifications are first posted; provided, however, that where such modifications are applicable only to a given Haivision Service Agreement, You may only terminate the affected Haivision Service Agreement, which notice of termination must also be given within thirty (30) days after such modifications are first posted. There will be no Early Termination Fee payable in connection with termination pursuant to this Section. Failure to provide such notice of termination within the time specified above after any such modifications are first posted shall constitute Your agreement to such modifications.

15. Miscellaneous.

15.1 This Agreement (specifically including Haivision' provision of Services and Haivision Technology to You under each Haivision Service Agreement) shall be governed by the laws of the State of Delaware, excluding choice of laws principles. ANY DISPUTES, ACTIONS, CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DELAWARE, AND YOU HEREBY CONSENT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

15.2 You shall use Haivision Technology and Services in compliance with applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the parties and the Haivision Technology and/or Services.

15.2 Except as otherwise provided in this Agreement, no waiver, alteration, modification or cancellation of any of the provisions of this Agreement shall be binding on Haivision unless agreed to in writing by Haivision, and no text or information set forth on any document or preprinted form of Yours shall add to or vary the Terms and Conditions of this Agreement.

15.3 This Agreement constitutes the entire agreement between You and Haivision concerning the subject matter of this Agreement, and supersedes any prior agreement between the parties. You understand and agree that Services may be provided and payments may be collected by a parent or affiliate of Haivision. In the event that You become in default under or otherwise breach this Agreement, You agree to pay all reasonable expenses (including, without limitation, attorneys' fees and collection agency fees) incurred by Haivision in its enforcement of its rights under this Agreement.

15.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable,

then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect, and, if such construction is not permissible, such provision shall be deemed severed from this Agreement.

15.5 You may not assign this Agreement or any right or obligation hereunder without Haivision' prior written consent.

15.6 If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, terrorism, governmental regulations or controls, casualty, inability to obtain materials or services, general Internet connectivity outages, interruptions, or problems occurring at a national, regional or local level, or acts of God, such party shall be excused from performance for the period of the delay and the time for such party's performance shall be extended for a period of time equal to the duration of such delay.

15.7 This Agreement expressly includes all other legal policies available on the Haivision Web Site, all of which are incorporated by reference herein.

15.8 Haivision may issue a press release or make a public announcement incorporating, or use, in advertising or publicity, the name, trademarks, or other proprietary identifying symbol of You or Your affiliates.

16. Definitions.

"Confidential Information" means the Agreements, and any addenda hereto signed by both parties, Haivision Technology, Services and the components thereof, non-aggregated usage data, drawings, benchmarks tests, specifications, training courses, customer lists, and any other written or electronic information that is either (i) marked as confidential and/or proprietary; (ii) accompanied by written notice that such information is confidential and/or proprietary; (iii) not marked or accompany by notice that is confidential and/or proprietary but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information (iv) all above described items that have entrusted to a party by a third party. Confidential Information shall include information which, as demonstrated by the receiving party is: (i) publicly available; (ii) lawfully obtained by a party from third parties without restrictions on disclosure; or (iii) independently developed by a party without reference to or use of Confidential Information.

"Haivision Technology" means all of Haivision' or Haivision' licensors' proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information)

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used by Haivision, or made available to You by Haivision, in providing the Services.

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“Service(s)” mean, individually and collectively, the Internet-accessible media conversion, asset management and distribution services and other services to be provided hereunder by Haivision as more fully described in a then-effective Haivision Service Agreement which has been accepted by Haivision.

“User(s)” means any person who accesses or uses in any manner the Services or Haivision Technology by or through Your account or by or through equipment or facilities under Your control.