

AVT Connect Master Service Agreement

YOU AGREE TO BE BOUND BY THESE TERMS BETWEEN YOU ("Client") AND AVT Limited whose registered office is at 3 Pavilion Parade, Brighton, BN2 1RY UK, Registered No. 1196354 (trading as and referred to as "AVT Connect" in these terms), which sets out the terms and conditions ("Terms") governing your use of the AVT Connect system and services. YOU MAY NOT USE THE AVT CONNECT SERVICE UNLESS YOU AGREE TO BE BOUND BY THESE TERMS.

A. AVT Connect is in the business of, among other things, providing content delivery services, software as a service for content management, content storage, and network services.

B. Client desires to purchase certain Services from AVT Connect.

C. AVT Connect and Client both desire that AVT Connect provide such services to Client according to the terms and conditions of this Agreement and any subsequent Booking Agreement(s) or Statement(s) of Work relating to specific service requests. Therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1 "Accepted" means the execution of the specified document by an authorized representative of the relevant Party.

1.2 "Change of Control" means the occurrence of any of the following events: (i) an acquisition of Client by another entity by means of any transaction or series of related transactions, or (ii) a sale of all or substantially all of the assets of Client, so long as in either case Client's equity owners of record immediately prior to such transaction will, immediately after such transaction, hold less than 50% of the voting power of the surviving or acquiring entity.

1.3 "Client/End User Materials" means equipment, software or materials supplied or made available to AVT Connect by Client or an End User in connection with the Services

1.4 "Confidential Information" means any non-public information of either party relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed to, and received by, the other party pursuant to this Agreement. Confidential Information includes, but is not limited to, the terms and pricing of this Agreement and data concerning Client traffic, services or users other than Client that would allow a third party to identify the Client or End User or correlate the usage data to Client or End User. Confidential Information shall not include information which (i) is or becomes public knowledge through no breach of this Agreement by the receiving party, (ii) is received by recipient from

a third party not under a duty of confidence, or (iii) is conclusively demonstrated to be already known or is independently developed by the receiving party without use of the Confidential Information.

1.5 “Days” means calendar days unless otherwise indicated.

1.6 “End Users” means Client’s subscribers, members, end-users, customers or any other third parties who utilize or access the Services.

1.7 “AVT Connect Network” means the content delivery network comprised of the AVT Connect network and all contractual network partners of AVT Connect, the purpose of which is to maximize aggregate capacity, global reach and redundancy for Services provided to Client.

1.8 “AVT Connect Equipment” means any equipment, software, or AVT Connect service, whether or not specifically specified in this Agreement as part of the AVT Connect services, under the direct control of AVT Connect, such as AVT Connect web servers, streaming servers, FTP servers, routers, switches, network equipment, and similar items required to provide the Services.

1.9 “AVT Connect Technology” means AVT Connect’ proprietary technology, including the Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of AVT Connect technology conceived, reduced to practice, or developed during the Term of this Agreement by either Party that are not uniquely applicable to Client (“Derivative Works”). Derivative Works shall not include Client/End User Materials.

1.10 “Quotation” means a proposal for Services and Fees transmitted by AVT Connect to Client which, if accepted by Client, becomes a Booking Agreement.

1.11 “Booking Agreement” means a Quotation which has been Accepted by Client, and which specifies the Services to be performed and Fees to be charged by AVT Connect.

1.12 “Services” means, but not limited to, providing network capacity and services, hardware, software as a service for rich media management, media storage, and media delivery to be provided by AVT Connect to Client, as specifically detailed in any Booking Agreement or Statement of Work.

1.13 “Statement of Work” means a specification of Services to be performed by AVT Connect and the Fees to be charged for such Services which has been Accepted by both AVT Connect and Client.

1.14 "Taxes" means any applicable UK, foreign, or local taxes and charges assessed in connection with the Services, including, without limitation, all governmental excise, use, sales, value-added and other fees, or other similar surcharges and levies, but excluding any taxes based on AVT Connect's income.

2. SERVICES.

2.1 Services.

AVT Connect will provide Services as described in a Booking Agreement or Statement of Work. All Booking Agreements and Statements of Work shall require the approval of AVT Connect, and AVT Connect shall not be bound by any Quotation or Statement of Work until Accepted by Client.

2.2 Acceptable Use Policy.

Client, Client's distributors and the End Users shall be wholly responsible for any software and content displayed or distributed by Client or Client's customers using AVT Connect's Services. AVT Connect's Acceptable Use Policy ("AUP"), which is amended by AVT Connect from time to time and can be found at <http://www.avtconnect.com/documents/downloads.aspx>, shall apply to use of the Services by Client and each End User and is a part of this Agreement, and restricts the use of the Services by Client, Client's distributors and End Users.

2.3 Restrictions on Services.

The Services are subject to technical restrictions, and portions or all of the Services may be subject to blocking or disabling by AVT Connect if adversely affecting AVT Connect's Services (network traffic, security, user care, client software, etc.) as solely determined by AVT Connect. If AVT Connect determines that any part of the Client/End User Material is adversely affecting the AVT Connect Services, then AVT Connect may block from user access such part or all of the adverse Client/End User Material. For purposes of this Section 2.3 "adversely affecting" does not mean an unscheduled increase in user traffic. The parties shall work together to resolve the problems or issues that adversely affect the AVT Connect Services until both parties mutually agree in good faith that such portions of the Client/End User Material will no longer have an adverse effect on the AVT Connect Services.

2.4 Government Regulations.

Neither Client, Client's distributors nor End Users shall export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the United Kingdom in connection with the Services without first complying with all export control laws and regulations which may be imposed by the UK Government and any country or organization of nations within whose jurisdiction Client, the End User or AVT Connect operates or does business.

2.5 Performance.

Client and End User each acknowledges that AVT Connect does not own or control the local circuit link, leased co-location space, leased space cross-connects, Internet Service Provider partners providing connectivity to AVT Connect, other networks outside of the connectivity to AVT Connect or its Internet Service Provider partners, or the "Internet", nor is AVT Connect responsible for performance (or non-performance) within such networks or within non-AVT Connect operated interconnection points between the connectivity and other networks. Client and End User further acknowledge that AVT Connect exercises no control over, and has no responsibility for, any content or data transmitted or maintained using the Services nor the information or material accessible upon, or actions taken on, the Internet, and AVT Connect expressly disclaims any liability arising there from, except as expressly provided in a Service Level Agreement.

2.6 Service Level Agreement ("SLA").

Client and each End User shall abide by all terms and conditions of the SLA. AVT Connect will provide notification of any changes to the SLA by posting such changes at the SLA web site location as referenced within this section. Continued use of the Services fifteen (15) days after such notice posting constitutes agreement by Client with the revised SLA.

3. FEES AND PAYMENT.

3.1 Fees.

Client shall pay all fees and charges ("Fees") specified in the applicable Booking Agreement or Statement of Work. Fees will vary in accordance with any Booking Agreements or Statements of Work then in effect. In the event any Taxes are payable in connection with the Services, Client will be wholly responsible for and shall pay any such Taxes.

3.2 Billing.

AVT Connect shall commence billing for Services as specified in the applicable Booking Agreement or Statement of Work. Any non-recurring charges, administration fees, service deposits, or other initial fees shall be invoiced upon acceptance of this Agreement by AVT Connect. Services are billed one (1) month in advance and the first billing cycle may include a partial month Service and a full month Service charge, if the Service is installed and activated during a partial month of Service. All fees and charges are payable for the duration of the Term, regardless of whether Client actually uses the Services. If AVT Connect is unable to deliver the Services due to any delay or other reason caused by Client, AVT Connect may commence monthly or recurring deliver such Services, as determined by AVT Connect in its reasonable discretion, but for such delay.

3.2.1 "95th Percentile" Basis Billing

With respect to Services provided on an “Mb/s” or “burst-able” basis (95th Percentile Basis), Client agrees to utilize a minimum amount of bandwidth each month with the opportunity to “burst” beyond such minimum subject to an agreed upon charge for each Mbps of usage in excess of the Client’s committed usage, as specified in the applicable Booking Agreement or Statement of Work. Each month the Client is responsible for the payment of an amount equal to the greater of (i) the applicable charges for Services provided to Client during the period on a 95th Percentile Basis, or (ii) an amount equal to Client’s minimum monthly commitment.

AVT Connect shall invoice Client on a monthly basis in advance for the minimum committed bandwidth at the rate set in the Booking Agreement or Statement of Work. AVT Connect’s bandwidth monitoring will sample (record a data point reflecting how much bandwidth Client is utilizing) the inbound and outbound for each Service connection every 5 minutes and store those samples for a period of one month. At the end of the month, all the data samples for the inbound and outbound are collected and sorted from highest to lowest individually. The top 5% of all samples for each of the inbound and outbound measurements are discarded, and the next highest remaining data sample on the combined inbound and outbound shall represent the 95th Percentile Basis result. This result is used as the basis for computation

of any additional charges for that particular month of Service over the minimum committed

which shall be billed in arrears. If the 95th Percentile Basis result falls below the monthly minimum committed amount, no additional charges will be assessed.

AVT Connect will disregard any data samples with zero inbound or outbound data for the purpose of 95th Percentile Basis calculation.

For example: If Client uses AVT Connect’s services for an event that lasts 3 hours, AVT Connect will calculate 95th Percentile Basis from the 3 hours of Sample Data. This allows Client to use AVT Connect’s services for short events and yet have a fair pricing for its service.

Example:

AVT Connect gathers all data samples for the month of Service and sorts the samples from highest to lowest discarding the top 5%.

AVT Connect obtains a sample every 5 minutes, which is the average aggregate utilization of all Client traffic for that 5 minute increment.

The following is the formula based on a thirty (30)-day month of service utilization:

Sample (5 Min) x 12 (1 Hour) x 24 (1 Day) x 30 (1 Month) = 8,640 Maximum Total

Samples/Month 5% of 8640 Maximum Samples/Month = 432 Samples/Month discarded.

The highest remaining data sample in the inbound or outbound represents the 95th Percentile Basis for purposes of calculating total bandwidth usage.

AVT Connect reserves the right to limit Client’s bandwidth utilization in the event of force majeure events, such as war, natural disaster, terrorist attack, or a denial

of service attack resulting in extraordinary levels of traffic on AVT Connect's network.

3.2.2 Transaction Calculations.

For Billing purposes, objects delivered by AVT Connect that are less than 1KB shall be rounded up to 1KB. FTP and RSYNC data transferred will be included in CDN traffic measurements. AVT Connect reserves the right to charge Client additional fees should more than 5% of the Client's CDN transactions be comprised of erroneous transactions, such as HTTP 1.1 standard errors which include (but not limited to) 403, 404, 500, 502 504 error codes. In no event shall such additional fees be greater than £.01 per 1000 transactions.

3.3 Payment.

Payment is due upon receipt of invoice by Client. Invoices are considered delinquent if unpaid within thirty (30) days of the Invoice Date, at which time services shall become subject to suspension. Payment shall be remitted to AVT Connect at its principal offices, unless otherwise notified in writing by AVT Connect. AVT Connect may, at any time, modify the payment terms or require a deposit or other acceptable form of security if it reasonably deems itself insecure with respect to Client's ability to pay.

3.4 Delinquent Accounts.

In the event any payment is past due, AVT Connect may, at its sole discretion, (i) apply a late charge equal to the lesser of 1.5% per month on the unpaid balance or the highest rate permitted by applicable law; (ii) require Client to provide a service deposit or other form of security to guarantee payment for the Services; and/or (iii) take any action in connection with any other right or remedy AVT Connect has under this Agreement, at law or in equity. AVT Connect may change or modify the Fees upon not less than sixty (60) days' advance written notice to Client. Upon receiving a notice increasing the Fees, Client, after thirty (30) days written notice to AVT Connect, may terminate this Agreement without penalty.

4. INTELLECTUAL PROPERTY.

Subject to the terms and conditions of this Agreement, Client hereby grants, and shall cause End Users to grant, to AVT Connect the right to use, reproduce, distribute, display and perform the content and data of Clients and End Users Materials solely in connection with the performance of Services under this Agreement. As between Client and AVT Connect, and subject only to the licenses expressly granted by AVT Connect to Client hereunder, AVT Connect retains all right, title, and license to all intellectual property rights associated with the AVT Connect Services and AVT Connect Technology, including any intellectual property developed during the course of this Agreement. In the event of a copyright registration, or trademark or patent application of any Derivative Work, Client shall provide reasonable assistance to AVT Connect to secure intellectual property protection, including,

without limitation, assistance in the preparation and filing of any patent or trademark applications, and/or copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title. This Agreement does not constitute a license to use, modify or distribute Client/End User Materials by AVT Connect or any third party.

5. CONFIDENTIALITY.

Neither Party shall, without the prior written consent of the other Party, disclose (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party during the Term of this Agreement and for two (2) years following the expiration or termination hereof. Each Party shall take all reasonable precautions to protect Confidential Information directly disclosed to it by the other Party, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a Party may disclose Confidential Information to the extent required: (i) to any consultants, contractors, and counsels who have a need to know in connection with this Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing Party, or (ii) by operation of law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under this Agreement; provided the disclosing Party shall, unless legally prohibited, provide the non-disclosing Party with reasonable prior written notice sufficient to permit the non-disclosing Party an opportunity to contest such disclosure. If a Party commits, or threatens to commit, a breach of this section, the other Party shall have the right to seek injunctive relief from a court of competent jurisdiction. Client shall cause each of its distributors and End Users to be bound by the provisions of this Section 5 to the same extent as if such third party were a Party to this Agreement.

6. WARRANTIES.

AVT CONNECT PROVIDES ONLY THE WARRANTIES EXPRESSLY SET FORTH IN THE SLA. AVT CONNECT MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, CONTINUOUS OPERATION OF THE SERVICES, SECURITY OF THE INTERNET CONNECTIONS OR OPERATION OF CLIENT/END USER EQUIPMENT, OR ABILITY OF ANY BACKUP SERVICES TO RE-ESTABLISH OPERATION OF CLIENT/END USER EQUIPMENT. AVT CONNECT DOES NOT WARRANT THAT THE SERVICES WILL MEET SPECIFIC REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERRORFREE, PERFORM AT OR ABOVE CERTAIN LATENCY TIMES, OR BE COMPLETELY SECURE. AVT CONNECT DOES NOT WARRANT ANY CONNECTION TO, TRANSMISSION OVER, NOR RESULTS OF, ANY SOFTWARE, NETWORK CONNECTION OR FACILITIES OR EQUIPMENT NOT PROVIDED BY AVT CONNECT TO CLIENT UNDER

THIS AGREEMENT. CLIENT IS RESPONSIBLE FOR ASSESSING ITS OWN COMPUTER AND TRANSMISSION NETWORK NEEDS, CONTENT AGGREGATION AND DELIVERY NEEDS, STREAMING NEEDS, AND THE SUITABILITY OF THE SERVICES TO MEET THOSE NEEDS.

7. LIMITATION OF LIABILITY.

Except for liability arising out of or related to breach of Section 5 (Confidentiality) or Section 8 (Indemnification), neither Party shall be liable to the other for any lost profits, or costs of procurement of substitute goods or services, or for any direct or indirect, special, incidental, or consequential damages, including, without limitation, damages for lost data, damages to software or firmware, system downtime, service interruption, inability to access data or services, or costs of procuring and transitioning to substitute services, however caused and under any theory of liability, including but not limited to contract, products liability, strict liability, and negligence, and whether or not that Party was or should have been aware of, or was advised of, the possibility of such damages.

In no event shall AVT Connect's total and aggregate liability to Client AND ANY End User exceed the amount actually paid by Client to AVT Connect in the 12 months preceding the date on which any claim arose.

AVT Connect shall have no liability to Client for any Internet, Denial of Service or other attacks by any third party, and Client has full responsibility for implementation of defensive measures.

8. INDEMNIFICATION.

8.1 By Client.

Client shall indemnify, defend and hold AVT Connect, its affiliates, officers, directors, employees, agents, successors and assigns (each, a "AVT Connect Indemnitee") harmless from and against any and all losses, liabilities, damages and costs and all related costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of or relating to: (1) any claim alleging that any Client/End User Materials infringe upon the intellectual property rights of any third party, (2) the failure by Client or End User to comply in any material respect with applicable law; (3) any claim relating to or arising out of any content or software displayed, distributed or otherwise disseminated by Client or End Users (including any third-party content of End Users) in any way connected to or through the Service, (4) any malicious act or act in violation of any laws committed by Client or End Users, including without limitation any malicious or unlawful act affecting any computer, network equipment or internet service; or (5) any claim arising out of the malfunction of any AVT Connect Equipment or materials caused by Client/End User Materials or Client personnel. AVT Connect will notify Client promptly in writing of the claim, provide reasonable assistance in connection with the defense and/or settlement thereof, and permit Client to control the defense and/or settlement thereof. Client acknowledges and agrees (i) that AVT Connect is only an intermediary for the transmission of Content, (ii) that AVT Connect plays a passive role as a conduit of Content for Client and third

parties, (iii) that AVT Connect is unable to exercise any editorial or other control over any Content and (iv) that AVT Connect neither initiates the transmission of Content, selects the receivers of Content, nor monitors, selects or modifies Content.

8.2 By AVT Connect.

AVT Connect shall indemnify, defend and hold Client, its officers, directors, employees, agents, successors and assigns (each, a "Client Indemnitee") harmless from and against any and all Losses arising out of or relating to (1) any claim alleging that any equipment, software or materials supplied to Client by AVT Connect ("AVT Connect Materials") infringe upon the intellectual property rights of such third party, except for any claim based upon: (i) the combination, operation, or use of any AVT Connect Materials with equipment, devices, or software not supplied by AVT Connect; (ii) alteration or modification of any AVT Connect Materials other than by AVT Connect; or (2) the failure by AVT Connect to comply in any material respect with applicable law. Client shall notify AVT Connect promptly in writing of the claim, provide reasonable assistance in connection with the defense and/or settlement thereof (at AVT Connect' expense), and permit AVT Connect to control the defense and/or settlement thereof.

8.3 Infringement.

In the event the Services, or any material portion thereof, are determined to infringe upon the proprietary rights of a third party, AVT Connect will, at its sole election and at its own expense: (a) obtain the right for the Client and End Users to use the infringing Services (or portion thereof) as contemplated by this Agreement; (b) modify the Services (or portion thereof) so that they are no longer infringing, but still substantially satisfy the requirements contained in this Agreement; (c) substitute functionally similar Services (or portion thereof) that are not infringing; or (d) if none of the forgoing alternatives is available to AVT Connect at commercially reasonable terms, terminate this Agreement and return to Client all funds paid to AVT Connect pursuant to this Agreement for which actual Services have not been provided as of the termination date, disregarding the applicability of all minimum payment obligations of Client hereunder.

9. INSURANCE.

AVT Connect shall maintain, at its expense, the following insurance coverages:

(i) Comprehensive Public & Products Liability Insurance, including premises/operations at a minimum limit of £1,000,000 bodily injury/property damage;

10. TERM AND TERMINATION.

10.1 Term. The initial Term of this Agreement shall be one (1) year from the Effective Date ("Initial Term"), unless terminated sooner in accordance with Sections 10.2, 10.3, 10.4 or 10.5, or unless otherwise specified in any applicable Service Order or Statement of Work. On the first anniversary of the Effective Date and each subsequent anniversary, this Agreement shall be automatically renewed for additional one (1) year Terms ("Renewal Terms"), unless either Party gives written notice to terminate sixty (60) days prior to the expiration of the then-current Term. In the event an applicable Booking Agreement or Statement of Work specifies an Initial Term other than one year, each Renewal Term shall be for the same period. If the parties enter into any Booking Agreement or Statement of Work related to this Agreement and the term of such Booking Agreement or Statement of Work extends beyond the then current Term, the Term of this Agreement shall be deemed to be amended to expire on the date such Service Order or Statement of Work expires or terminates. Upon early termination of this Agreement by Client without cause, Client shall pay to AVT Connect a fee equal to the number of months remaining in the then-current Term times the minimum monthly fee ("Early Termination Fee"). Client agrees that the termination fees are based on an agreed revenue expectation and are not a penalty.

10.2 Termination for Cause.

10.2.1 By Either Party.

Either Party may terminate this Agreement for cause by delivering written notice to the other Party upon the occurrence of any of the following events: (i) a receiver is appointed for the other Party or its property; (ii) the other Party makes a general assignment for the benefit of its creditors; (iii) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law which proceedings are not dismissed within 60 days; (iv) the other Party is liquidated or dissolved; (v) the other Party ceases to do business or otherwise terminates its business operations; or (vi) the other Party defaults or fails to perform any material obligation hereunder in any material respect, which default or failure is not cured within ten (10) days after written notice thereof from the nondefaulting Party stating its intention to terminate this Agreement by reason thereof.

10.2.2 By AVT Connect.

AVT Connect may suspend Services or terminate this Agreement, effective upon notice, should Client's or End User's use of the Services, content, or transmitted or transferred material directly or indirectly, actually or allegedly (i) violate any UK, foreign, local or other applicable law, regulation, rule or order of any applicable regulatory authority or court of competent jurisdiction, (ii) infringe or constitute the unauthorized use of any patent right, copyright, trademark, service mark, trade name or other intellectual property right of any third party, (iii)

constitute or involve the misappropriation of any trade secret or other intellectual property right of any third party, or (iv) be used for or involved in any defamatory, threatening or obscene purpose or in violation of any UK or foreign community standard or otherwise violate the AUP or the SLA. In the event there is a Change of Control with respect to Client, AVT Connect may terminate this Agreement with 30 days' notice to Client, provided that AVT Connect determines in good faith that the financial condition of the resulting entity or the transferee of Client is either not as strong as that of Client prior to the Change of Control, is insufficient to fulfill the obligations of Client under this Agreement, or otherwise presents a credit risk.

10.3 By AVT Connect for Non-Payment.

In the event Client fails to pay any fees or charges within forty-five (45) days of the invoice date, AVT Connect may terminate this Agreement and/or the Services at AVT Connect' sole discretion. Termination for non-payment shall not relieve Client's responsibilities under this Agreement including, but not limited to, its obligation to pay fees up to the date of termination and any Early Termination Fees due and owing at the date of termination.

10.4 Effect of Termination.

Except as specifically provided in this Agreement, upon termination of this Agreement for any reason, all obligations of AVT Connect to provide the Services shall cease. In the event of early termination of this Agreement without cause by Client, any service deposit shall be applied to any unpaid balance or fees and any remaining balance will be billed to the Client in addition to the Early Termination Fee, if applicable. Any unused portion of any service deposit or unused Service fees will be promptly refunded to the Client. In the event of termination of this Agreement by AVT Connect for cause, the Parties agree that it will be impractical and extremely difficult to determine the actual damages suffered by AVT Connect. Therefore, the Parties agree that, in addition to all other remedies, monetary damages, and equitable relief to which AVT Connect may be entitled, AVT Connect shall be entitled to liquidated damages equal to any amounts remaining to be paid to AVT Connect pursuant to this Agreement. Such partial liquidated damages shall be cumulative and non-exclusive, and shall be in addition to any and all other remedies that AVT Connect may have.

10.5 No Liability for Termination.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 9, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT OTHER THAN FOR CAUSE, AND OTHER THAN THE EARLY TERMINATION FEE (AND ANY REMAINING RECURRING FEES DUE UNDER THE AGREEMENT SHOULD CLIENT TERMINATE THE AGREEMENT WITHOUT CAUSE PRIOR TO TERM EXPIRATION) PAYABLE IN THE EVENT OF TERMINATION BY CLIENT

WITHOUT CAUSE. HOWEVER, ALL AMOUNTS EARNED AND UNPAID BY EITHER PARTY TO THE OTHER AS OF THE DATE OF ANY TERMINATION, INCLUDING EARLY TERMINATION FEES, SHALL BE DUE AND PAYABLE TO THE OTHER PARTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

10.6 Survival.

The rights and obligations contained in Sections 4 (Intellectual Property); 5 (Confidentiality); 7 (Limitation of Liability); 8 (Indemnification); 10.6 (Survival); and 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

11. PUBLICITY.

Client and AVT Connect will work together on the specific messaging of any press release regarding the relationship between AVT Connect and Client. Each Party will give the other appropriate advance notice and opportunity to review any press releases before the actual release, and will not issue any press release that mentions the other without the prior approval of that Party.

Notwithstanding the foregoing, AVT Connect may use Client's logo and name on its website and in circumstances involving a company presentation of such information, other than to the general public or media.

12. MISCELLANEOUS.

12.1 Non-Solicitation.

During the Term of this Agreement and continuing for a period of one year thereafter, Client shall not, and shall ensure that its affiliates do not, directly, or indirectly, solicit or attempt to solicit for employment any persons employed by AVT Connect or contracted by AVT Connect to provide Services to Client.

12.2 No Third-Party Beneficiaries.

Except as otherwise expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement, including but not limited to the insurance providers for either Party, or distributors of Client.

12.3 Notices.

All notices permitted or required under this Agreement must be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery, (ii) by overnight courier upon written verification of delivery, (iii) confirmed email or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five days after deposit in the mail. All notices must be sent to the addresses first specified above or to such other address that the receiving Party may have provided for the purpose of notice in accordance with this section.

12.4 Force Majeure.

Neither Party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, war, governmental action, labor conditions, earthquakes, terrorism or threat of terrorism, computer viruses or worms, computer sabotage, 'Denial of Service' attacks, DNS spoofing attacks and/or other hacking attacks of a similar nature (provided the party claiming such cause has taken commercially reasonable steps to prevent such hacking attacks), or any other cause which is beyond the reasonable control of such Party.

12.5 Governing Law and Venue.

This Agreement and these terms are subject to the laws of England and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

12.6 Relationship of Parties.

Neither this Agreement nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship or as granting a franchise. Neither Party will attempt to, or will have the right to, legally obligate the other Party.

12.7 Vendors and Subcontractors.

AVT Connect may provide all or part of the Services through its vendors, affiliates or subcontractors.

12.8 Waiver and Modification.

The failure of either Party to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Only a writing signed by authorized representatives of both AVT Connect and Client may modify this Agreement.

12.9 Severability.

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law.

12.10 Assignment.

This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither Party shall assign any of its rights nor delegate any of its obligations under this Agreement to any third party without the express written consent of the other except that, subject to the

right of termination provided by Section 10.2.2, either Party may assign this Agreement in conjunction with a Change of Control, so long as the surviving entity or purchaser expressly assumes in writing the performance of all of the terms of this Agreement.

12.11 Entire Agreement.

This Agreement, including any subsequent Booking Agreements or Statements of Work, the AUP, and the SLA, which are incorporated herein by reference, is the entire agreement between the parties regarding its subject matter. It supersedes and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter.

12.12 Conflict of Terms.

In the event of a conflict between the terms of this Agreement and any schedules or other documents referenced herein that cannot be effectively reconciled, the conflict will be resolved in the following order of precedence: (a) the terms of this Agreement, (b) the terms of the AUP, and (c) the terms of the SLA, and (d) the terms of any applicable Booking Agreement or Statement of Work.

12.13 Non-Exclusive.

AVT Connect and Client each acknowledge and agree that, except as may be expressly agreed in writing between the Parties, the rights granted to each other in this Agreement are granted on a non-exclusive basis, and, provided that such Party complies with its obligations hereunder, nothing in this Agreement prevents either Party from entering into similar agreements with third parties at any time at the sole discretion of each Party.

12.14 Authority of Signatories.

Each individual accepting this Agreement on behalf of an entity warrants that he or she is duly authorized to accept and deliver this Agreement on behalf of the entity, in accordance with a duly adopted resolution of the governing body of the entity or in accordance with the charter documents of the entity, and that this Agreement is binding on that entity in accordance with its terms.

AVT Ltd document control AVT Connect MSA Version 1.1 January 2010