

TERMS AND CONDITIONS

The Terms and Conditions (“T&C”) set forth below, together with TetherView, Inc.’s (“TV”) Data Privacy Policy, Service Level Agreement for TetherView Private Cloud, and Private Cloud Production Support (the “Ancillary Documents”), shall apply to all customers of TV (the “Customer”). If there are any conflicts between this T&C and any other agreement between TV and Customer, including but not limited to the Service Agreement, this T&C shall control, unless such agreement specifically provides otherwise.

1. Hosting, License, Support and Scanners

1.1 General

TV or its designee, shall remotely provide virtual desktop services and any other related services as described in the Service Agreement (“TetherView Services”) to Customer with access through the Internet. TV does not guarantee access to any third party applications. Customer must have proper licenses for access to third party applications and provide those license numbers to TV when requested.

1.2 Hours of Availability

TV shall use commercially reasonable efforts to make TetherView Services available twenty-four (24) hours per day, 7 days a week. Notwithstanding the foregoing, TV reserves the right to suspend Customer’s access to TetherView Services (i) in the event that Customer materially fails to fulfill its obligations under the Service Agreement, T&C and Ancillary Documents, (ii) for purposes of scheduled maintenance, or (iii) for purposes of emergency maintenance work at any time as deemed appropriate by TV.

1.3 Service License

During the Term (as defined in the Service Agreement) and subject to this T&C, TV hereby grants to Customer to have its employees or clients (“User”) access TetherView Services and use Software (as defined below) subject to the Service Agreement, T&C, and Ancillary Documents.

1.4 Restrictions

Customer shall strictly adhere to Section 2.2 of the T&C for using all software, programs, applications, and services in connection with the use of TetherView Services. Neither Customer nor User may reverse engineer, decompile, translate, disassemble, attempt to discover the source code of, or in any other way manipulate any application in order to use it outside of Section 2.2 for that particular application, or ask that TV assist in or complete such actions on behalf of Customer. Additionally, Customer shall not license, sub-license, distribute, or disclose the use of its application(s) to any third party, or use its application(s) for any purpose other than accessing Customer’s own data in accordance with the Service Agreement, T&C and Ancillary Documents. Customer agrees that it is solely responsible for the content of any material posted to its applications, and that no User will attempt to access programs, options, settings, services, files, applications, or servers not within its user rights under T&C. At no time may Customer share User credentials, license numbers, or any other applicable information used to access

TetherView Services or third party applications with any third party. All login credentials and license information should directly and accurately reflect the proper names, amounts, and versions of both User and software/applications being utilized by Customer. If Customer is found to be performing any of the aforementioned actions or soliciting the services of TV in performing these actions, TV reserves the right to cancel the existing Service Agreement with Customer immediately with no refund.

1.5 Support

TV operates a help desk between the hours of 8:00 AM and 8:00 PM EST, Monday through Friday, exclusive of TV's scheduled holidays (which are: Christmas Day, New Year's Day, Thanksgiving, July 4th, Memorial Day, and Labor Day). The help desk will accept inquiries by telephone, electronic mail, or ticketing system solely from those users designated by Customer to make inquiries. TV will use its best efforts to respond to inquiries within 4 hours after receipt.

1.6 Security

TV will use industry standard security procedures to secure the transmission of all information to and from Customer in connection with TetherView Services. Such security protection will include, at a minimum, the following: (i) user identification and access controls designed to limit access to information to Users; (ii) industry standard encryption techniques when information is transmitted to or from Customer in connection with TetherView Services; and (iii) physical security measures, including securing all information on a secure server, in locked data cabinets within a secure SOC2 Type II certified data center.

1.7 Backup

TV will maintain and follow a disaster recovery plan designed to minimize disruption to Customer's internal procedures to recover Customer's data and Software in the event of a disaster. The plan provides for daily back-up of Customer's data. Daily back-ups are stored for forty (40) days.

1.8 Third Party Software

TV does not guarantee the functionality of any third-party applications. There will be no refunds by TV should any third-party application not function to Customer's satisfaction.

1.9 System Requirements

Customer's system needs to meet at least the following requirements in order to use TetherView Services:

- Broadband Internet connection with at least 3mbps DOWNLOAD and 512kbps UPLOAD speeds
- Macintosh:
 - Minimum OS of 10.6 or above; must download and install remote desktop software (no additional charge) for connection to TetherView Services

- Processor: 2.8GHz Intel Core 2 Duo
- Memory: 4 GB 667 MHz DDR2 SDRAM
- Windows PC:
 - Minimum: Windows XP SP3, Windows Vista SP2, Windows 7, or Windows 8 (as of 4/8/14 Microsoft is no longer supporting any versions of Windows XP; Remote Desktop Protocol (Connection) 7.0 or above; 150 MB Hard Drive Space; 2 GB RAM 1024×768 Monitor Resolution
 - Recommended: Windows 7 SP1; Remote Desktop Protocol (Connection) 7.1; 2 GB Hard Drive Space; 4 GB RAM; Dual Screen monitors with a combined screen resolution no higher than 4096×2048 in an office environment with multiple connections coming from many computers; a business class router is required for optimal performance.

2. Customer's Obligations

2.1 Integrity

Use of Tetherview Services and TV's networks is granted to Customer based on TV's contractual agreement(s) with its software providers. TV reserves the right to immediately terminate the Service Agreement with Customer at any time for unlawful, malicious, or inappropriate conduct carried out by Customer or User on such systems, including, but not limited to:

- Accessing or attempting to access TV's company information of any kind as a means to view, learn, solicit, or use TV's software, source code, technologies, and/or any other property without authorization from TV.
- Accessing or attempting to access networks, servers, drives, folders, or files other than that of Customer, or those that Customer has not been expressly given permission to access;
- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm TV or its services, networks, ASP applications or third-party applications or systems of any other individual or entity;
- Deliberately causing congestion, disruption, disablement, alteration, or impairment of TV networks or systems;
- Downloading, uploading, or installing any software, applications, or programs on TV servers or networks that have not been approved by TV and/or are not included in Customer's Service Agreement with TV;
- Mining electronic currency;

- Defeating or attempting to defeat security restrictions on TV systems and applications.
- Use any of TV's equipment, services, or products for any illegal activities or conduct, including but not limited to publication of pornographic or indecent materials, or contents that contain (i) extreme acts of violence or terrorism, (ii) fraudulent, defamatory, or misleading information, or (iii) anything discriminatory in race, ethnicity, race, gender, sex, sexual orientation or disability.
- Use TetherView Services, TV's equipment, software, technologies or any other TV property to create false persons or locations.

2.2 Software License to User

By installing and using the software product provided by TV to Customer ("Software"), User is the end user of the Software being installed. By installing and using the Software, User represents that it has been authorized to accept and acknowledge Customer's acceptance of the terms of this Section 2.2, on behalf of User. If User is not so authorized or does not agree to the terms of T&C, TV will not permit access to the Software or the installation and use of such Software, or grant any license to the Software. If User does not accept the terms of this Section 2.2, User may not access, install or use the Software and any installation or use of the Software would be a violation of U.S. and international copyright laws and conventions.

If User complies with the terms under Section 2.2, User shall have the rights below.

(a) License Grant. Upon payment of Service Fees, including the related fees for the Software and subject to the Service Agreement, TV grants to Customer and User a personal, non-exclusive and non-transferable license to use the Software and related documentation in object code form solely for Customer's commercial use. Unless explicitly provided herein, the Service Agreement and T&C grant User no right to, and User specifically agrees not to, (i) copy all or any part of the Software; (ii) duplicate, change, alter, adapt, improve, enhance, revise, or summarize the Software or any part thereof; (iii) convey, sell, lease, rent, transfer, or further sublicense the Software or any part thereof, provide access to the Software to any third party, or, unless expressly authorized in writing by TV, use the Software for service bureau or time-sharing purposes; (iv) reverse compile, reverse assemble, reverse engineer, decompile, disassemble or otherwise attempt to create or recreate the source code from the Software, ASP applications, or third-party applications furnished as object code or gain access to trade secrets or otherwise Confidential Information of TV or its licensors, (v) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software; (vi) distribute the Software, including electronic distribution; (vii) translate the Software into another computer language; or (viii) permit any third party to do any of the foregoing.

(b) To the extent required by law, at Customer's request, TV shall provide Customer and User with the interface information needed to allow interoperability between the Software and another independently produced program, on payment of the applicable license fee(s) to TV. Customer and User shall strictly observe all obligations of confidentiality with respect to such information.

(c) Ownership.

(i) Without limiting the license granted to Customer and User, TV and its licensors shall have exclusive title to and ownership of the Software including derivative works, translations, compilations and copies thereof or any of its parts. No applicable rights therein as to patents, copyrights, trademarks, industrial designs, trade names, trade secrets or any other proprietary rights (each an “Intellectual Property Right”) are transferred to Customer or User. Such Intellectual Property Right shall remain the exclusive property of TV and/or its licensors. Except as expressly described in the Service Agreement, Customer and User acknowledge that they shall have no license, right or other interest in or to any of the Intellectual Property Rights owned, used or claimed by TV and/or its third-party licensors. All right, title and interest in and to any feedback provided by Customer or User to TV with respect to the Software shall be owned by TV. Neither Customer nor User shall give feedback that is subject to an agreement that requires TV to license its software or documentation to third parties because TV incorporates Customer or User’s feedback into TV products or services.

(ii) Except as expressly authorized herein, neither Customer nor User shall make any duplicates or copies of any Software, provided, however, that Customer may make one back-up copy or copies of the Software as may be necessary if the Software becomes inoperable. Neither Customer nor User shall remove or alter any logo, trademark, copyright, confidentiality or other proprietary notices, legends, symbols or labels on the Software or any copies thereof. Neither Customer nor User shall disclose the results of any benchmark testing or evaluation of the Software to any third party on any media, including but not limited to video clips or blogs, without TV’s prior written approval. Neither Customer nor User may work around any technical limitations or restrictions in the Software without TV’s prior written approval.

(d) Except as set forth herein, or as may be permitted in writing by TV, neither Customer nor User shall provide access to, transmit or otherwise make available, the Software and its supporting documents or any part or any copy thereof or any other materials provided to Customer and User by TV to any third party; provided, however, that Customer may permit its employees, agents and contractors that are not TV competitors having a need-to-know for purposes of operating or maintaining the Software, access or use of the Software on behalf of Customer upon such employees’, agents’ and contractors’ agreement to access or use the Software in accordance with the limitations set forth in the Service Agreement, T&C and Ancillary Documents, and subject to a non-disclosure agreement which is at least as protective as the obligations set forth herein. Customer will take appropriate action, by instruction, agreement, or otherwise, with the persons permitted access to the Software and related documentation to enable Customer to satisfy its obligations under the T&C.

(e) Customer and User each agree that they are solely responsible for the content of any material posted to its application, and that no User will attempt to access programs, options, settings, services, files, applications, or servers not within its user rights under Section 2.2. Customer is solely responsible for any damages, whether technically, virtually, physically, or financially to a software, application, or TetherView Services, that derives from negligent use or tampering by User breaking or attempting to breach this Section 2.2 for a particular service, software, or application. Customer may not install Microsoft Terminal Services or allow remote desktop services (“RDS”) to run without the expressed written consent of TV. Installation of Microsoft Terminal Services or RDS will result in additional charges to Customer. If Customer is found to be performing any of the aforementioned actions or soliciting the services of TV in

performing these actions, TV reserves the right to cancel the existing Service Agreement with the Customer immediately with no refund.

2.3 Piracy

Customer shall not license, sub-license, distribute, or disclose the use of its application(s) to any third party, or use its application(s) for any purpose other than accessing Customer's own data in accordance with the Service Agreement and T&C. At no time may Customer share user credentials, license numbers, or any other applicable information used to access TetherView Services or third party applications with any third party. All login credentials and license information should directly and accurately reflect the proper names, amounts, and versions of both the end users and software/applications being utilized by Customer. If Customer is found to be performing any of the aforementioned actions or soliciting the services of TV in performing these actions, TV shall view these actions as piracy and can cancel the existing contract with the Customer immediately with no refund.

2.4 Cooperation

Customer shall reasonably cooperate with TV in connection with the performance of the Service Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as TV may reasonably request from Customer.

2.5 Authorized Users/Contacts

Any person(s) listed on Customer's account as either an "Authorized User" or "Authorized Contact" shall be the only representation of Customer allowed making billable changes to its account with TV. The authorized users/contacts have the ability to add additional authorized users/contacts by submitting the request directly to a representative of TV. These authorized users/contacts serve as the primary business contact between TV and Users, and they are responsible for ensuring that all Users within Customer's account are aware of contract renewal dates and TV's company policies and procedures.

3. Payment

3.1 Fees

Payments by Credit Card or Bank Transfer: prior to activation of user accounts and at any applicable time thereafter, Customer authorizes TV to charge the credit card provided or transfer funds from the bank account provided for the amount of the fees due for the agreed upon TetherView Services, together with any applicable set-up charges, registration fees, bank transfer fees, or fees resulting from services provided in addition to or in excess of the previously agreed-upon limits, or any other charges outlined in the signed Service Agreement (together, "Service Fees").

3.2 Refund

No refunds will be granted after issuance of the second invoice as set forth in the Service Agreement, whichever comes first.

3.3 Changes to Fees or Billing Methods

TV reserves the right to change Service Fees or billing methods at any time and TV will provide notice of any such change at least thirty (30) days in advance. If any change is unacceptable to Customer, Customer may cancel its account at that time, but TV will not refund any fees that may have accrued prior to cancellation.

3.4 Credit Card/Bank Draft

Customer may pay the Service Fees by credit card or bank draft and is representing and warrants that it is the authorized user of the credit card and/or signee. Where a Service Agreement is entered into on a yearly subscription basis, Customer agrees that the Service Agreement will automatically renew if written notice is not received within thirty (30) days prior to expiration. Customer agrees to promptly notify TV of any changes to the credit card account number, its expiration date or billing address, and agrees to promptly notify TV if the credit card expires or is cancelled for any reason.

3.5 Taxes

Service Fees under the Service Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, property and similar taxes, where applicable. TV agrees to itemize any such taxes on the invoices, and Customer agrees to pay such taxes to TV as set forth.

4. Confidentiality

4.1 Confidential Information

“Confidential Information” shall mean confidential or proprietary information that is disclosed by one party to the other party under the Service Agreement, including without limitation, software, computer program code, product and service prices, performance specifications, supporting documentation, drawings, specifications, designs, technical information and data, business and marketing plans, and customer and supplier lists, business and product plans, customer information, marketing materials, employee names and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party receiving the Confidential Information hereunder; (ii) is independently developed by the receiving party without the use of the other party’s Confidential Information; (iii) is already known on an unrestricted basis to the receiving party at the time of disclosure under the Service Agreement with written proof; or (iv) is disclosed to the receiving party by a third party who is entitled to disclose it without restriction.

4.2 Protection of Confidential Information

TV and Customer each agree not to transfer or otherwise disclose the Confidential Information of the other party to any third party. TV and Customer each shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of the Service Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that it takes with its own

confidential information, but in no event shall TV or Customer apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Nothing in the Service Agreement or this T&C shall prevent either TV or Customer from disclosing the Confidential Information of the other party pursuant to any judicial or governmental order, provided that TV or Customer gives the other party reasonable prior notice of such disclosure (to the extent it is permitted to do so under such order) to contest such order.

4.3 Non-Use and Non-Disclosure

Commencing on the date of the Service Agreement and at all times thereafter, TV and Customer each shall hold the Confidential Information in the strictest confidence (except as previously approved by the other party in writing), and shall not, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or otherwise communicate, or use for its own benefit or the benefit of any other person, partnership, firm, corporation or other entity, or use to the detriment of the other party, or misuse in any way, any Confidential Information received from the other party. Neither TV nor Customer may in any way infringe upon any copyrights of the other party or in any way use, copy, appropriate or redistribute any part of the Confidential Information, whether obtained directly or indirectly from the other party, without a specific written license agreement with the other party. It is agreed that any derivative, modification or elaboration of any Confidential Information by any third party remains the proprietary property of such party for purposes of the Service Agreement and T&C. TV and Customer each hereby stipulate that, as between them, all Confidential Information constitutes important, material and confidential and/or proprietary information of its business, constitutes unique and valuable information, and affects the successful conduct of its business and goodwill, and that TV and Customer shall be entitled to recover their damages, in addition to any injunctive remedy that may be available, for any breach of the Service Agreement and this T&C.

5. Intellectual Property Rights

Except as expressly set forth in the Service Agreement and T&C, TV shall retain all right, title and interest in, and shall be the sole owner of all forms of Intellectual Property Rights and protections in and to TV's software and TetherView Services provided, the documentation for TV's software, and TV's Confidential Information. Customer shall maintain all rights in the content that it provides to TV, as well as all of its Confidential Information, including, without limitation, information in TV's databases related to Customer, its Users, clients and their respective users. Neither TV nor Customer shall copy, distribute, reproduce or use the other party's property except as expressly permitted under the Service Agreement. If Customer or any User breaches any portion of the Service Agreement, T&C and Ancillary Documents, TV reserves the right to restrict user access to all data until Customer and Users become compliant with the Service Agreement, T&C and Ancillary Documents.

6. Term and Termination

6.1 Term

The Term (as defined in the Service Agreement) shall be automatically renewed for every twelve (12)-month period, unless otherwise specified in the Service Agreement or terminated by either

TV or Customer, by giving thirty (30) calendar days written notice to the other party prior to the expiration of the initial Term or any successive Term.

6.2 This T&C is effective until the Service Agreement terminates. TV may terminate the Service Agreement immediately without notice if Customer fails to comply with any provision of the Service Agreement, T&C, and Ancillary Documents. Upon termination, Customer must immediately cease using and must delete and destroy all copies of the Software and any supporting documents in its possession, custody or control. The termination or expiration of the Service Agreement, T&C, and Ancillary Documents shall in no case relieve Customer from its obligation to pay to TV any sums accrued under the Service Agreement prior to such termination or expiration. The termination or expiration of the Service Agreement, T&C, and Ancillary Documents shall not affect the cumulative reservation by TV or Customer of all other rights and remedies at law or in equity (unless expressly stated herein), or relieve TV or Customer from the duty to hold in confidence Confidential Information received pursuant to this T&C.

7. Warranty and Disclaimer

7.1 Warranty

(a) TV warrants that for a period of ninety (90) days from the date of installation or download that the Software shall substantially conform to the accompanying documentation. Except as for the foregoing, the Software is provided "AS IS." This limited warranty extends only to Customer as the original licensee of the Software and may be enforced solely by Customer. Customer's sole and exclusive remedy and the entire liability of TV and its suppliers under this limited warranty will be, at TV's option, repair or replacement of the Software, or a refund of that share of the Service Fees allocable thereto by TV or its designee, provided that TV or its designee shall have received from Customer during the related warranty period written notice of the alleged warranty breach. In no event does TV warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. No written or oral communication, information or advice given by TV, its employees or its distributors or resellers shall create a warranty or in any way increase the scope of TV's liability hereunder.

(b) This warranty does not apply if the Software (i) has been changed, except by TV, (ii) has not been installed, operated, maintained, or repaired in accordance with instructions provided by TV, or (iii) is used in hazardous activities.

(c) This warranty does not apply if the Software is licensed for beta, evaluation, testing or demonstration purposes for which TV is not paid.

(d) TV disclaims any representations or warranty with respect to any third-party software and in no event will be liable for any loss, claim or damage related thereto.

(e) TV's express warranties under this Section 7.1 will not be enlarged, diminished or affected by and no obligation or liability will arise out of TV's rendering of technical or other advice or service in connection with the Software or hardware.

7.2 Warranty Disclaimer

ALL TETHERVIEW SERVICES ARE PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. UNLESS OTHERWISE PROVIDED IN ANY OTHER PROVISION OF T&C, TV HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND TITLE TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Limitation of Liability

IN NO EVENT SHALL TV BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF TETHERVIEW SERVICES, SOFTWARE, ANY ASP APPLICATION, ANY THIRD PARTY APPLICATION, OR OTHERWISE ARISING FROM THE SERVICE AGREEMENT, T&C, AND ANCILLARY DOCUMENTS, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL, OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, LOST WAGES, MAN HOURS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF TV HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY UNDER THE SERVICE AGREEMENT, T&C AND ANCILLARY DOCUMENTS SHALL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID TO TV HEREUNDER DURING THE PRECEDING SIX MONTHS OF THE OCCURRENCE OF THE DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

9. General Provisions

9.1 Relationship of the Parties

The relationship established between TV and Customer by the Service Agreement is that of independent contractors. Nothing contained in the Service Agreement, or this T&C shall be interpreted as creating a partnership, joint venture or agency relationship, or as granting a franchise.

9.2 Survival

Any provision of the Service Agreement, T&C, and Ancillary Documents which anticipates performance or observance subsequent to any termination or expiration (in whole or in part) shall survive any termination or expiration of the Service Agreement (in whole or in part, as applicable) and continue in full force and effect, including without limitation: Sections 2, 4, 5 and 7.

9.3 Complete Understanding; Modification

The Service Agreement, T&C, and Ancillary Documents constitute the complete and exclusive agreement of TV and Customer, and supersede all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification of or amendment to the

Service Agreement shall be effective unless agreed in writing signed by both parties. However, TV may amend, modify or update T&C and Ancillary Documents at any time provided that (i) TV gives Customer written notice concerning the amendment, modification or update and (ii) such amendment, modification, or update does not increase Customer's Service Fees or materially change any TetherView Services to Customer.

9.4 Severability

If any provision of the Service Agreement, T&C, and Ancillary Documents is held to be invalid or unenforceable under the circumstances, the application of such provision in any other circumstances and the remaining provisions of the Service Agreement, T&C and Ancillary Documents shall not be affected thereby and shall be declared to be severable. If any provision of the Service Agreement, T&C, and Ancillary Documents is held to be excessively broad as to subject, scope, activity or otherwise so as to be unenforceable at law, such provision shall be constructed by limiting or reducing it so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear. Headings in the Service Agreement, T&C and Ancillary Documents are included for reference only and shall not constitute a part of any agreement for any other purpose.

9.5 Assignment

Customer may not assign or otherwise transfer its rights or obligations under the Service Agreement, T&C and Ancillary Documents without receiving the express prior written consent of TV. For purposes of this Section 9.5, transfer of the Service Agreement pursuant to a consolidation, merger or any other change in control of Customer or transfer or sale of all or substantially all of Customer's assets or stock shall be deemed to constitute an assignment by Customer of the Service Agreement. Any purported assignment in violation of this Section 9.5 shall be null and void. TV may assign the Service Agreement and the rights and obligations under T&C and Ancillary Documents, in its sole discretion. Subject to the foregoing, the Service Agreement, T&C, and Ancillary Documents shall be binding upon and inure to the benefit of TV and Customer and their respective successors and assigns.

9.6 Notices

All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to TV or Customer at the addresses listed in the Service Agreement (or at such other address for TV or Customer as shall be specified by like notice).

9.7 Force Majeure

Neither TV nor Customer shall be liable for any loss resulting from a cause over which it does not have reasonable control, including but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect or Internet problems, severe weather, earthquakes, or natural disasters, wars, or governmental restrictions. To the extent any such event continues for a period of more than thirty (30) days, Customer may terminate the Service Agreement without liability of any kind.

9.8 Waiver

No failure or delay on the part of TV or Customer in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.

9.9 Governing Law

The Service Agreement, T&C, and Ancillary Documents shall be governed by the substantive laws of the State of New Jersey. The federal and state courts sitting in New Jersey shall have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of the Service Agreement, T&C, and Ancillary Documents.