

# EXHIBIT A

Terms and Conditions of License for CoreMedia Software Subscription

Version: April 2018

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These Terms and Conditions of License for CoreMedia Software (“License Terms”) apply to the CoreMedia Software License, Support and Maintenance Agreement. All capitalized terms not defined in these License Terms shall have the meanings ascribed to them elsewhere in this Agreement.

## 1. DEFINITIONS

**1.1. “Agreement”** means the CoreMedia Software License, Support and Maintenance Agreement together with Product Specifications attached as **Schedule 1**, the Terms and Conditions of License for CoreMedia, attached as **Exhibit A**, the Terms and Conditions of Software Maintenance and Support for CoreMedia Software attached as **Exhibit B**, each of which is incorporated herein by this reference.

**1.2. “Concurrent User”** means active users who interact with the CoreMedia Editor, Web Editor or with the system via the “File System View” component at any given point in time.

**1.3. “CoreMedia Software”, “CoreMedia Product” or “Software”** means the object code of the CoreMedia Software identified in this Agreement (or any subsequent Order Form) as licensed to Licensee and for which the applicable Subscription Fee has been paid.

**1.4. “Development Environment” or “Test- and Development Licenses”** means use of CoreMedia Software for non-production purposes to a) develop customizations and integrations b) migration testing or c) upgrade/configuration and transition purposes within the Licensee Properties.

**1.5. “Documentation”** means user manuals and other information pertaining to CoreMedia Software made available to Licensee by CoreMedia at <http://download.coremedia.com> (or such other location as may be designated by CoreMedia from time to time).

**1.6. “Subscription Fees”** means, collectively, all CPU Core based License Fees, Add-On License Fees, and Concurrent User License Fees identified in this Agreement and any subsequent Order Form.

**1.7. “Licensee Properties”** means intranets, extranets and/or Web-sites owned and operated by Licensee in the ordinary course of Licensee’s business.

**1.8. “Order Form”** shall mean the portion of any Standard CoreMedia Software Order Form or any Amendment to this Agreement accepted by CoreMedia.

**1.9. “Production Environment”** means use of CoreMedia Software for production purposes within the Licensee Properties.

**1.10. “Production Server”** means a Server used in a Production Environment.

**1.11. “Servers”** means servers owned (or leased) and operated by Licensee in the ordinary course of Licensee’s business.

**1.12. "Specifications"** means the functional capabilities of CoreMedia Software as stated in the Documentation.

**1.13. "Testing Environment"** means use of CoreMedia Software for non-production purposes to (i) perform testing, (ii) perform production-like analysis or (iii) train editorial or operations staff within the Licensee Properties.

## 2. LICENSE GRANT AND RESTRICTIONS

### 2.1. CoreMedia Software License

Subject to the terms and conditions of this Agreement and in consideration of Licensee's strict compliance with the terms of this Agreement (including, without limitation, its payment obligations), CoreMedia grants Licensee a non-exclusive, non-transferable, non-sublicensable, limited and restricted license during the License Term to use the Software and the corresponding user manuals and documentation (the "Documentation"). Except as expressly permitted under this Agreement, Licensee shall not use, make derivatives, copy, reproduce by any means or distribute all or any portion of the Software. Except as expressly permitted under this Agreement, Licensee shall not permit any parent, subsidiary, affiliated entity or third party to use the Software without the prior written consent of CoreMedia. For the avoidance of doubt, third party system integrator implementing the Software for Licensee's own purposes shall not be deemed to be a third party. To operate the software modules, a License key based on the respective License Term is required. CoreMedia relies on Licensee's cooperation to create that License key. The Licensee is obliged to seek an appropriate license key in good time at the beginning of each License Term.

### 2.2. No Reverse Engineering

Licensee agrees not to use any reverse compilation, de-compilation or disassembly techniques or similar methods to determine any source code, design structure, or concept and construction method of CoreMedia Software. In jurisdictions in which prohibiting the right to reverse engineer violates governing law, Licensee agrees to submit a detailed written proposal to CoreMedia concerning Licensee's information needs before engaging in reverse engineering. CoreMedia may, in its sole discretion, propose to Licensee terms and conditions under which it is willing to permit Licensee access to such information.

### 2.3. General License Restrictions

Notwithstanding any provision to the contrary set forth in this Agreement, the rights and license granted to Licensee under **Section 2** are subject to the following restrictions: (i) Licensee may make only one (1) copy of CoreMedia Software for archival, backup or cold standby disaster recovery purposes and shall not remove any product identification, copyright, trademark, or other notices included within CoreMedia Software and its associated media; (ii) Licensee will ensure that user identification numbers

and passwords are kept confidential in accordance with **Section 7**; (iii) Licensee may not market, rent, lease, transfer (except as set forth in **Section 10.4**), distribute or sublicense any right granted to it under this Agreement (including, without limitation, operation on a time sharing or service bureau basis or distributing the Software as part of an ASP, VAR, OEM, distributor or reseller arrangement); (iv) Licensee will not adapt, change, enhance, modify, disassemble, or create derivative works of CoreMedia Software, or any part thereof; (v) Licensee will not use any Software, hardware or services to bypass any of the license restrictions set forth in **Section 2** (including, without limitation, reducing the number of observable users accessing or utilizing CoreMedia Software, in which case actual use will be determined by the number of distinct inputs to the front end of such multiplexing or pooling Software or hardware); and (vi) Licensee will not disclose the results of any benchmark test of any portion of CoreMedia Software to any third party without the prior written consent of CoreMedia. If test and development Licenses are acquired, CoreMedia grants customer the right of use only for internal development and test purposes at a workplace and only in connection with a Production Environment License. The customer is not entitled to use the test and development License commercially for its own purposes or for the purposes of third parties or to pass it on to third parties free of charge or on a fee basis.

#### 2.4. Verification

Once a year upon at least thirty (30) days prior written notice of Licensee, and subject to Licensee's reasonable confidentiality restrictions, Licensee shall grant to CoreMedia, any statutory auditors of CoreMedia and their respective authorized agents the right of reasonable access to the records (including a right to make copies thereof at cost) and/or any equipment and/or premises and shall provide all reasonable assistance at all times during the term of this Agreement for the purposes of carrying out an audit of Licensee's compliance with the provisions below as well as an audit of all activities, performance, security and integrity in connection therewith. The audit described in this **Section 2.4** shall be at CoreMedia's sole expense, unless the auditors discover an underpayment of at least 5% of the amount due and owing for that year, in which case the audit shall be paid for by Licensee.

#### 2.5. Third-Party Installation and Integration of CoreMedia Software

Except as expressly provided otherwise in this Agreement, CoreMedia shall not be responsible or liable for any costs, errors, damages (of any nature and under any legal theory), expenses, or liabilities directly or indirectly related to Licensee's or any third party's installation and/or integration of CoreMedia Software.

#### 2.6. Third Party Software

CoreMedia Software may include source code, object code, redistributable files, and/or other files provided by a third-party vendor ("Third Party Product"). Any open source products or non-CoreMedia software and data that CoreMedia provides may be subject to separately agreed license terms that may include additional or different provisions concerning, among other things, license rights and liability.

## 2.7. Software Maintenance and Support

CoreMedia will provide Licensee with Software Maintenance and Support services for CoreMedia Software subject to and in accordance with **Exhibit B** (such services referred to herein as "Software Maintenance and Support"). Upon reasonable prior notice to Licensee, CoreMedia reserves the right at any time and from time to time to modify or amend the Software Maintenance and Support program (or any part thereof) without liability to Licensee.

## 2.8. Additional Services and Licenses

Licensee may request training or additional licenses for CoreMedia Software each at CoreMedia's then current fees and subject to all the terms and conditions of this Agreement, by executing the Standard CoreMedia Software Order Form then in effect. Upon acceptance by CoreMedia of each such Standard CoreMedia Software Order Form or portion thereof, such accepted portion of the Order Form shall be deemed incorporated herein and subject to the terms and conditions of this Agreement. Unless otherwise agreed to in writing, Licensee shall pay CoreMedia its standard time and material rates for any application support services, or other professional services, provided by CoreMedia at Licensee's request that are not expressly included within this Agreement.

## 3. SUBSCRIPTION FEES

### 3.1. Subscription Fees

Licensee shall pay CoreMedia the Subscription Fees set forth in this Agreement and / or any Order Form. Payment is due within fourteen (14) days following the invoice date. Subscription Fees shall be payable annually in advance. The Subscription Fee increases annually after the Initial Term of 2.5%

### 3.2. Payment Terms

Licensee agrees to pay all fees when due without any settlement discount, set-off or counter claim. All amounts payable under this Agreement are denominated in United States Dollars. Any amount not timely paid shall bear interest at the rate of one and one-half percent (1½%) per month or the highest rate permitted by law, whichever is less. Licensee shall reimburse CoreMedia for all reasonable costs that CoreMedia incurs (including all attorneys' fees) in collecting past-due amounts. All fees set forth in this Agreement exclude taxes. If CoreMedia is required to pay sales, use, value-added or other taxes based on the license granted or services provided herein or Licensee's use of CoreMedia Software, then such taxes shall be billed to and paid by Licensee; provided, that Licensee shall not be responsible for taxes based on CoreMedia's income.

## 4. WARRANTY DISCLAIMER, REMEDIES

### 4.1. Warranty

For ninety (90) days from the date of delivery of the Software to Licensee, CoreMedia warrants to Licensee that the unmodified Software will substantially conform to the Documentation. CoreMedia does not warrant that the Software will meet Licensee's requirements or that operation of the Software will be uninterrupted or error-free. If Licensee notifies CoreMedia of a defect within the warranty period, CoreMedia's sole obligation, and Licensee's sole and exclusive remedy, at CoreMedia's sole option, shall be replacement of or the creation of a workaround for the defective Software, or, upon Licensee's return of the Software to CoreMedia, refund of the license fees paid by Licensee to CoreMedia for such Software depreciated over a three (3) year period on a straight-line basis. CoreMedia shall not be liable for any claim arising out of or related to: (i) a modification of the Software by anyone other than CoreMedia without CoreMedia's prior written consent; (ii) a combination of the Software with any third-party software or hardware, in case where such combination is the cause of such claim; (iii) the use of a version for the Software other than the then-current version of the Software.

### 4.2. DISCLAIMER

EXCEPT AS SPECIFIED UNDER **SECTION 4.1** ABOVE; COREMEDIA MAKES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES TO LICENSEE AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXCLUSION OF IMPLIED WARRANTIES UNDER THIS SECTION MAY NOT BE ENFORCEABLE UNDER THE APPLICABLE LAW OF SOME JURISDICTIONS AND SUCH EXCLUSION MAY THEREFORE NOT APPLY TO LICENSEE IN SUCH JURISDICTIONS.

### 4.3. Limitation of Liability

CoreMedia shall not be liable for loss of profit, loss of business, or other financial loss which may be caused by, directly or indirectly, the inadequacy of the Software for any purpose or any use thereof or by any defect or deficiency therein.

### 4.4. CAP ON MONETARY LIABILITY.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF LICENSOR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES OF THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.



## 5. INTELLECTUAL PROPERTY OWNERSHIP AND RIGHTS

### 5.1. CoreMedia Ownership

As between the parties to this Agreement and subject to the express licenses granted herein, CoreMedia shall exclusively own all right, title, and interest, and all copyright rights, trade secret rights, patent rights, trademark rights, and any and all other intellectual and industrial property rights anywhere in the world in and to CoreMedia Software, and in all updates, modifications, enhancements, improvements, versions and derivative works of any of the foregoing.

### 5.2. Co-Marketing

Within 14 days of the execution of this Agreement, CoreMedia will issue a joint public press release with the Licensee announcing that the Licensee has chosen CoreMedia's CoreMedia Software for its content management Software tool in publishing Licensee's websites. Within 14 days of the first release of a live public website by the Licensee running on CoreMedia's CoreMedia Software, CoreMedia will issue a joint public press release announcing this event.

### 5.3. Use of Marks

All use of CoreMedia's trademarks, service marks, icons and logos ("Marks") other than for establishing such credits on the Licensee Properties is subject to CoreMedia's prior written approval, and CoreMedia may withdraw a previously approved use (or modify, supplement or delete any approved Mark) by giving written notice of same to Licensee. Licensee agrees that (i) the Marks are owned solely and exclusively by CoreMedia, (ii) except as set forth herein, Licensee has no rights, title or interest in or to the Marks, and (iii) all use of the Marks by Licensee shall inure to the sole benefit of CoreMedia. Licensee shall not apply to register any of the Marks (or any mark confusingly similar thereto) anywhere in the world.

## 6. INTELLECTUAL PROPERTY

If the Software is held to infringe or is believed by CoreMedia to infringe any third party rights, CoreMedia may, at its sole discretion and expense, elect to: (i) modify or replace the infringing Software so that it is non-infringing but substantially equivalent in functionality; (ii) obtain a license, at its own cost, for Licensee to continue to use the Software; or (iii) terminate the license for the infringing Software and refund the License Fee paid by Licensee depreciated over a three (3) year period on a straight-line basis.

## 7. CONFIDENTIALITY

### 7.1. Disclosure of Confidential Information

Each party (“Disclosing Party”) may, from time to time, in connection with its performance under this Agreement, disclose confidential information, including, without limitation, information comprising or relating to CoreMedia Software, Documentation, information concerning intellectual property rights, other computer software, algorithms, trade secrets, know-how, processes, techniques, ideas, improvements, inventions (whether or not patentable), lists, and other technical, business, financial, customer and product development plans, forecasts, strategies and information (“Confidential Information”) to the other party (“Receiving Party”). Each Receiving Party agrees not to use (other than for purposes contemplated in this Agreement), and will use reasonable efforts to prevent the disclosure to third parties of, any of the Disclosing Party’s Confidential Information. Notwithstanding any provision to the contrary set forth in this **Section 7.1**, each Receiving Party shall have the right to disclose the Disclosing Party’s Confidential Information to third-party consultants who need to know such Confidential Information in order to perform services that the Receiving Party has retained such consultants to provide; provided, that such consultants have entered into written confidentiality and non-use agreements, of which the Disclosing Party is a third-party beneficiary with rights of direct enforcement, with terms and conditions protecting the confidentiality of the Disclosing Party’s Confidential Information that are at least as stringent as those set forth in this Section 7. The Receiving Party’s confidentiality obligation hereunder shall not apply to information that the Receiving Party can document: (i) was in the Receiving Party’s possession or known by it prior to receipt from the Disclosing Party; (ii) is or (through no fault of the Receiving Party or any of its employees, contractors, agents or licensees) becomes generally available to the public; (iii) is rightfully disclosed to the Receiving Party by a third party having no obligations of confidentiality to the Disclosing Party; provided, that the Receiving Party complies with any restrictions imposed by such third party; (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (v) is required by law or regulation to be disclosed (including, without limitation, in connection with filings with the United States Securities and Exchange Commission); provided, that the Receiving Party uses reasonable efforts to restrict disclosure, to obtain confidential treatment therefore, and to notify the Disclosing Party of the compelled disclosure and to give the Disclosing Party the opportunity to participate in proceedings contesting such disclosure or seeking a protective order with respect thereto. In addition, Licensee acknowledges and agrees that CoreMedia may identify Licensee as a licensee of CoreMedia Software in CoreMedia’s advertising and marketing materials, press releases and website(s), and Licensee hereby agrees to be a contact reference for CoreMedia’s existing and prospective customers (as reasonably requested by CoreMedia from time to time during the term of this Agreement) to provide such customers with information regarding Licensee’s installation and use of CoreMedia Software.

## 7.2. Disclosure Remedies

Each party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 7, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party, resulting in irreparable harm to the Disclosing Party, and, therefore, that upon any such breach or threat thereof, the Disclosing Party shall be entitled to injunctive relief and other appropriate equitable relief, without the necessity of posting any bond, in addition to whatever remedies it may have under this Agreement and at law, and to be indemnified by the Receiving Party from any loss or harm (including, without limitation, for attorneys' fees) in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any Confidential Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

## 8. TERM AND TERMINATION

### 8.1. Term

This Agreement shall commence on the Effective Date and will continue for the initial term of thirty-six (36) month if not stated different in the Agreement and / or any Order Form. At the end of the initial term, and at the end of each subsequent one-year renewal period thereafter, the CoreMedia Software License shall automatically renew for additional one (1) year terms, and the Licensee shall pay CoreMedia the then applicable License Fees at time of renewal unless one of the parties has notified the other party in writing of its intent not to renew at least three (3) months before the end of the then current period. The total duration for which the CoreMedia Software License is in place, including the initial term and any subsequent renewal period, shall constitute the "License Term".

### 8.2. Events of Default

Any of the following shall constitute an event of default: (i) Licensee attempts to use or uses CoreMedia Software beyond the scope of the license granted in Section 2; (ii) Licensee fails to adhere to any of the license restrictions set forth in these License Terms or anywhere else in this Agreement, or fails to make any payment required hereunder when due; (iii) either party breaches Section 7.1 of these License Terms; (iv) either party materially breaches any other provision of this Agreement, including these License Terms, and such breach remains uncured for more than thirty (30) days after the non-breaching party has provided the party in breach with written notice of the breach or (v) Licensee files a petition for bankruptcy or reorganization or assigns its assets for the benefit of creditors or a receiver is appointed to take possession of Licensee's assets.

### 8.3. Termination Rights

Upon the occurrence of any event of default set forth in **Section 8.2**, the non-defaulting party may immediately terminate this Agreement (and the licenses granted herein) by providing written notice to the other party.

### 8.4. Termination Obligations

Upon the termination of this Agreement, all licenses granted herein shall immediately terminate, Licensee shall immediately discontinue use of CoreMedia Software and delete, destroy or return all copies of the CoreMedia Software in its possession or control and, within ten (10) days after the effective date of termination, certify in writing to CoreMedia that all copies of CoreMedia Software have been deleted or returned to CoreMedia or destroyed in accordance with CoreMedia's instructions. Notwithstanding the foregoing, CoreMedia may use the CoreMedia after termination for a period not to exceed sixty (60) days for non-production purposes if the sole reason is for data recovery or data archival purposes. Except as specifically provided in this Agreement, all payments made by Licensee to CoreMedia hereunder are non-refundable.

### 8.5. Survival

**Sections 3** (to the extent that Licensee then owes any amount to CoreMedia), **4.1, 4.2, 5, 7, 9, 10.** and such provisions of **Sections 1, 8 and 10** as are necessary to give meaning and effect to the foregoing, shall survive the termination of this Agreement.

## 9. GOVERNMENT MATTERS

Licensee agrees to comply with the U.S. Foreign Corrupt Practices Act and all export laws, restrictions, national security controls and regulations of United States and foreign agency or authority. Licensee will not export or re-export, or allow or authorize the export or re-export of, any product, technology or information it obtains or learns pursuant to this Agreement, or any copy or direct product of any of the foregoing, (i) in violation of any such restrictions, laws or regulations, or (ii) to Cuba, Libya, North Korea, Iran, Iraq, Serbia or Rwanda or to any Group D:1 or E:2 country (or any national of such country) specified in the then current Supplement No. 1 to Part 740, or in violation of the embargo provisions in Part 746 of the U.S. Export Administration Regulations (or any successor regulations or supplement), except in compliance with, and with all licenses and approvals required under applicable export laws and regulations, including, without limitation, those of the U.S. Department of Commerce. CoreMedia Software and the Documentation are "commercial item(s)," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer Software" and "commercial computer Software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, any end user that is or acts on behalf of an agency or other instrumentality of the U.S. Government acquires only those rights in CoreMedia Software and the Documentation that are expressly provided by this Agreement. Licensee will ensure that any reproduction of any portion of the CoreMedia Software or the Documentation is labeled to reflect the foregoing.

## 10. GENERAL TERMS

### 10.1. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any breach or default by the other party.

### 10.2. Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

### 10.3. Dispute Resolution

If a dispute between the parties in connection with this Agreement cannot be resolved within thirty (30) days, the parties shall endeavor in good faith to seek an amicable resolution by holding a meeting between the parties' senior executives. If the senior executives cannot resolve the dispute within sixty (60) days, the dispute shall be finally settled by binding arbitration held in San Francisco, Ca., U.S.A, in accordance with the International Rules of the American Arbitration Association applying the law of the State of California, without regard to its choice of law provisions. The arbitration shall be conducted in English. The award rendered by the arbitrator(s) shall be final and binding upon both parties.

Nothing in this clause shall be construed to preclude any party from seeking injunctive or expedited relief in a court of competent jurisdiction. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

### 10.4. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, transferees and assignees; provided, however, that Licensee may not assign any of its rights or obligations hereunder (including by operation of law), in whole or in part, without CoreMedia's prior written consent. Any attempt by Licensee to assign its rights or obligations hereunder without such consent shall be void and of no effect.

### 10.5. Notices

Any notice, request, instruction or other document to be given hereunder shall be personally delivered or sent by first class registered or certified United States mail, return receipt requested, or by facsimile (such facsimile to be confirmed by a letter posted in accordance with one of the foregoing means within twelve (12) hours of the time at which such facsimile was sent) to the address of the other party set out

in this Agreement (or such other address of which a party has notified the other party to this Agreement in accordance with this **Section 10.5**) and any such notice or other document shall be deemed to have been served at the time of delivery (if delivered) and otherwise upon receipt. To expedite order processing, Licensee agrees that CoreMedia may treat documents faxed by Licensee to CoreMedia as original documents; nevertheless, either party may require the other to exchange original signed documents.

## 10.6. Headings

The section headings used in this Agreement (including the attached Exhibits and Schedules) are intended for convenience only and shall have no legal effect or be used to construe or interpret this Agreement.

## 10.7. Recovery of Fees

In the event of any dispute or legal proceeding between the parties arising out of or relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party all of its fees, costs and expenses, including but not limited to attorneys' fees, costs and expert witness fees incurred in connection with such dispute or legal proceeding.

## 10.8. Cumulative Remedies

Except as expressly set forth in this Agreement, all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## 10.9. Allocation of Risk

The parties acknowledge and agree that the limitations of liability, disclaimers of warranties and limited remedies set forth in this Agreement represent an inseparable allocation of risk (including, without limitation, in the event of a total and fundamental breach of this agreement) that is an essential basis of the bargain between the parties.

## 10.10. Publicity

Except as set forth elsewhere in this Agreement, neither party shall issue any press release relating to this Agreement without the prior written consent of the other party, with such consent not to be unreasonably withheld or delayed.

## 10.11. Force Majeure

Except for Licensee's obligation to make payments, neither party shall be liable for any delay or failure to perform due to external causes beyond its reasonable control.