ATUS Terms & Conditions

This Engage Hosted Service Agreement ("Agreement") made and entered by and between Amino Technologies (US), LLC., having its principal place of business at 1633 Bayshore HWY, Suite 338, Burlingame, CA 94010, USA ("Amino") and the company ("Customer") is effective on the latter of the date relevant quotation, order and/or order acknowledgement to which this Agreement is appended or linked ("Effective Date").

RECITALS

1. Amino provides certain Services permitting customers to manage, maintain, and/or analyse the performance of Set Top Boxes and/or other devices; Amino provides these Services by means of a Hosted Service platform (software as a service) on and subject to the terms of this Agreement;

2. Customer wishes to make use of the Services (and in particular, the subset of the available services selected by Customer as set forth in the latter of the relevant quotation, order and/or order acknowledgement to which this Agreement is appended or linked), all on and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions**

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Hosted Services.

"Active Device" means a device that has been on- line and established a connection with the Hosted Service at any point in a Calendar Quarter, irrespective of whether that device is still online at the end of that or any subsequent Calendar Quarter.

"Billing Point" means the end of the last day of each Calendar Quarter.

"Calendar Quarter" means the period of three consecutive months ending on the last day of March, June, September, or December.

"Authorized User" means each of the individuals provided with Access Credentials permitting them to use the Services pursuant to this Agreement.

"Customer Data" means information or data that is collected or otherwise received from Customer by or through the Services.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"Documentation" means any manuals, instructions or other documents or materials that Amino provides or makes available to Customer in any form or medium and which describe

the functionality, components, features or requirements of the Services or Amino Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"Amino Materials" means the Service Software. Documentation and Amino systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Amino in connection with the Services or otherwise comprise or relate to the Services or Amino systems.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Losses" means any and all direct losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance.

"Managed Products" means the products to be managed by Customer's use of the Services.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content. "Processing" and "Processed" have correlative meanings.

"Person" means any natural person or other party, including Authorized Users, acting for or on behalf of the Customer.

"Services", "Hosted Services" means the Services set forth in the latter of the relevant quotation, order and/or order acknowledgement to which this Agreement is appended or linked, which may be provided in the form of software-as-a-service (SaaS).

"Service Software" means the Amino software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, by means of which Amino provides the Services.

"Term" means the term of this Agreement as set forth in clause 15.

2. Services

2.1.   **Services.** Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, and during the Term, Amino shall provide to Customer the Services in accordance with the terms and conditions of this Agreement, including to host, manage, operate and maintain the Service Software for remote electronic access and use by Customer ("Hosted Services").

2.2.   **Availability**. Customer acknowledges that Amino does not warrant that the Services shall be available at all times and without interruption. In particular, the Hosted Service may not be available to Customer due to:

(a)   Scheduled downtime as notified by Amino from time-to-time;

(b)   Service downtime or degradation due to a Force Majeure Event, or failure by a third party cloud service provider or internet service provider;

(c)   any other circumstances beyond Amino's reasonable control, including Customer's use of Third Party Materials, misuse of the Hosted Services, or use of the Services other than in compliance with the express terms of this Agreement; and

(d)   any suspension or termination of Customer's access to or use of the Hosted Services as permitted by this Agreement.

2.3.   **Service and System Control**. Except as otherwise expressly provided in this Agreement, as between the parties:

(a)   Amino has and will retain sole control over the operation, provision, maintenance and management of the Services and the Service Software;

(b)   Customer has and will retain: sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems; and sole responsibility for all access to and use of the Services, the Service Software and the Amino Materials by any person employed or otherwise engaged by Customer.

2.4.   **Changes.** Amino reserves the right, in its sole discretion, to make any changes to the Services and/or the Hosted Services that it deems necessary or useful to:

(a)   maintain or enhance the Services; or

(b)   to comply with applicable Law.

2.5.   **Suspension or Termination of Services**. Amino may, directly or indirectly, by any means available to it, suspend, terminate or otherwise deny Customer's or any other Person's access to or use of all or any part of the Services or Amino Materials, without incurring any resulting obligation or liability, if:

(a)   this Agreement expires or is terminated;

(b)   any part of the Fees is not paid when due;

(c)   Amino receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Amino to do so; or

(d)   in the event of a claim by an Indemnified Party pursuant to article 13.2;or

(e)   Amino believes, in its reasonable discretion, that:

(i)   Customer has failed to comply with, any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the specifications;

(ii)   Customer is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services. This Section 2.5 does not limit any of Amino's other rights or remedies, whether at law, in equity or under this Agreement.

3. Authorization and Customer Restrictions

3.1. **Authorization**. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Amino hereby authorizes Customer to access and use, during the Term, the Services and such Amino Materials as Amino may supply or make available to Customer for the use of the Services. This authorization is non-exclusive and non- transferable.

3.2. **Subcontractors.** To the extent that Customer intends to have third-parties operate the Services on its behalf: such activity is permitted subject that Customer hereby acknowledges and agrees that it shall be liable for the acts and omissions of any such third-party as if it had performed them itself and shall ensure that such third-parties comply with the terms of this Agreement concerning access to and security of the Services, confidentiality and protection of the Intellectual Property Rights of Amino and its licensors.

3.3. **Limitations and Restrictions**. Customer shall not, and shall not permit any other Person to, access or use the Services or Amino Materials except as expressly permitted by this Agreement.

For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

(a) copy, modify or create derivative works or improvements of the Services or Amino Materials;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Amino Materials to any Person, including on or in connection with the internet or any time- sharing, service bureau, software as a service, cloud or other technology or service;

(c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Amino Materials, in whole or in part;

(d) bypass or breach any security device or protection used by the Services or Amino Materials or access or use the Services or Amino Materials, other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e) input, upload, transmit or otherwise provide to or through the Services or Amino Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code;

(f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services, Amino Systems or Amino's provision of services to any third party, in whole or in part;

(g) remove, delete, alter or obscure any trademarks, Specifications, Documentation, license, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Amino Materials, including any copy thereof;

(h)   access or use the Services or Amino Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law; or

(i)   otherwise access or use the Services or Amino Materials beyond the scope of the authorization granted under Section 3.1.

4. **Support and Maintenance**

4.1.   **Support**. Provided that Customer has entered into and maintains during the Term, a separate agreement with Amino (the Amino Support and Maintenance Agreement), then during the Term of this Agreement, Amino will make available to Customer a URL (the 'Support Website') for Customer to obtain support for the Services as described herein. The Support Website is monitored during business hours, 9:00am to 5:00pm, Monday through Friday, excluding legal holidays. The Support Website can be used to notify Amino of problems associated with the Services. Customer may obtain support only by making reference to the Support Website or other means of contact provided by Amino for the purpose. Customer acknowledges that support pursuant to this Agreement is provided solely in respect of the Services, and does not extend to the resolution of issues with the devices under management of the Services.

4.2.   **Maintenance.** During the Term of this Agreement, Amino will provide updates to the Services ("Updates"). All Updates shall be subject to the terms and conditions of this Agreement. Updates will be provided on an as-available basis and include

(a)   bug fixes and

(b)   maintenance releases. Unless expressly included by Amino in such Update, Updates do not include:

(i)   support by the Services for additional products and/or software;

(ii)   new functions, features and/or diagnosis tools.

4.3.   **Unauthorized Modifications**. Amino assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Services if the Customer has made changes to the Customer Systems affecting the performance of the Services without prior notification and written approval by Amino. Amino assumes no responsibility for the operation or performance of any Customer-written or third-party application dependent on the Services.

5. **Exclusions.**

5.1.   Services does not include any of the following:

(a)   custom programming services;

(b)   on- site support of any kind, including installation of hardware or software;

(c)   training (except initial training as expressly included by Amino);

(d)   remedial support;

(e)   support for non- Amino problems or software;

(f)   provisioning services or

(g)   any other activity not expressly included in the Services.

6. Additional Services

6.1.   Requests for additional services beyond what is included in this Agreement will be billed on a time and materials basis at the rates as set forth in the latter of relevant quotation, order and/or order acknowledgement to which this Agreement is appended or linked.

7. Confidentiality

Each party may now possess or may in the future possess information relating to the other's business, plans, customers, technology and or products, including without limitation, information relating to the Services ("Confidential Information"). Each party shall use the other's Confidential Information only as contemplated by this Agreement and shall use its best efforts to maintain the secrecy of the other's Confidential Information; provided, however, that any party hereto may disclose to any other party any information which is

(a)   already publicly known, without fault of such party,

(b)   discovered or created independently of any involvement with such party,

(c)   learned by means of a communication that does not involve the breach of a confidentiality obligation or

(d)   compelled to be disclosed by government or court order. Any drawings, data, designs, software programs or other technical information supplied by Amino to Customer in connection with the Products, shall remain Amino's property and shall at all times be held in confidence by Customer. Such information shall not be reproduced or disclosed to others without Amino's prior written consent.

8. Data Backup and Security

8.1.   The Services do not include data backup. Therefore, Customer must maintain regular data backups or redundant data archives. AMINO HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA. In the event of any loss, destruction, damage or corruption of Customer Data caused by the Amino Systems or Services, Amino, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore the Customer Data from the then most current backup of such Customer Data available to Amino.

8.2.   **Security.**

(a)   **Access and Security**. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to:

(i)   securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Hosted Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Hosted Services.

(b)   **Data Breach Procedures**. Amino shall provide commercially reasonable assistance to Customer in case of a data breach.

(c)   **Prohibited Data.** Customer shall not and shall not permit any Person to Process through the Services any of the following categories of information:

(i)   personal information of any end-user;

(ii)   data that is categorized as classified and/or secret, or subject of any embargo or sanction; and/or

(iii)   any other material that would otherwise be unlawful, (each of the foregoing, "Prohibited Data"). Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

(d)   **Customer Control and Responsibility**. Customer has and will retain sole responsibility for:

(i)   all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services;

(ii)   Customer Systems; and

(iii)   all access to and use of the Services and Amino Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

9. **Access, Set-up, Configuration**

Customer acknowledges that its use of the Services may require Customer to configure and/or adapt the Customer Systems. Unless expressly agreed by Amino, such configuration shall be at Customer's cost. To the extent that installation, support or maintenance of the Services may require access by Amino to the Customer Systems, Customer shall provide such access, and Amino will use such access only for the purposes of this Agreement and will comply with Customer's security procedures provided to Amino in writing. Information accessed by Amino agents or employees as a result of accessing Customer Systems shall be deemed Confidential Information pursuant to the terms of this Agreement.

10. **Fees and Payment, Taxes**

10.1.   Fees for the Services provided under this Agreement are as set forth in the latter of the relevant quotation, order and/or order acknowledgement to which this Agreement is appended or linked, and will be invoiced quarterly in arrears, unless otherwise set forth therein, as follows:

(a)   at each Billing Point Amino will calculate the quarterly charge based on the number of Active Devices and invoice Customer for all such Active Devices in the Calendar Quarter up to the Billing Point; and

(b)   in the event that either party serves notice on the other pursuant to clause 15, Amino will invoice the Customer a final invoice at the Billing Point immediately following the date

of Termination and the Customer acknowledges that this final invoice shall be due and payable in accordance with the terms of this agreement.

10.2.	Fees other than for Services shall be billed as incurred on a time and materials basis at the rates as set forth in the latter of the relevant quotation, order and/or order acknowledgement to which this Agreement is appended or linked, or at Amino's standard rates for such services if no such rate is specified in the such document. Time and materials prices exclude travel and subsistence costs which shall be reimbursed by Customer in case of on-site work.

10.3.	Customer agrees to pay all undisputed invoices which shall be due and payable within thirty (30) days of the date of the invoice. A service charge of 1.5% per month or the lawful prevailing rate, whichever is lower, will be applied to all invoices which are past due. Such charges shall apply from the date Customer is notified that the amount is past due.

10.4.	Customer shall, in relation to the amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Customer shall promptly pay to Amino an amount equal to any such items actually paid, or required to be collected or paid, by Amino.

11. **Intellectual Property Rights**

11.1.	**Reservation of Rights**. Except as expressly set forth in this Agreement, or as is required strictly for the Customer's use of the Services and/or the Amino Materials during the Term: Nothing in this Agreement grants any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, Amino Materials or materials of third parties incorporated therein or used by Amino in delivering the Services ("Third Party Materials"), whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the Amino Materials and the Third Party Materials, including all Intellectual Property Rights therein, are and will remain with Amino and the respective rights holders in the Third Party Materials.

11.2.	**Customer Data**. As between Customer and Amino, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, subject to the rights and permissions granted in Section

11.3.	**Consent to Use Customer Data**. Customer hereby grants all such rights and permissions in or relating to Customer Data:

(a)	during the Term to Amino, its subcontractors and the Amino Personnel as are necessary or useful to perform the Services; and

(b)	after the Term to Amino as are strictly necessary to enforce this Agreement and/or to improve its products and services.

11.4.	**Feedback**. Customer may, at its sole discretion, provide Amino with comments concerning the Services and/or Customer's use thereof, including bug reports, evaluations, proposed product integrations (and associated metrics and learnings) ("Feedback"). Customer agrees that Amino and its designees will be free to copy, modify, create derivative works of, publicly display, disclose, distribute, transmit, make, have made,

import, sell, have sold, license and sublicense, incorporate and otherwise use and exploit the Feedback, including derivative works thereof, for any and all commercial and non-commercial purposes in any media now known or later developed with no obligation of any kind to Customer.

12. **Disclaimer of Warranty; Limitation of Liability**

12.1.   Neither Party excludes or limits its liability arising from its gross negligence or wilful misconduct. Except for its gross negligence or willful misconduct or for breach of confidentiality, neither Party shall have liability for consequential loss of any kind whatsoever. ALL OTHER CLAUSES OF THIS AGREEMENT SHALL BE READ SUBJECT TO THIS CLAUSE.

12.2.   AMINO MAKES AND CUSTOMER RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF AVAILABILITY, PERFORMANCE, LOSS OF DATA, MERCHANTIBILITY, NON- INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

12.3.   CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES AND OTHER CHARGES WHICH AMINO IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY AMINO OF THE RISK OF CUSTOMER'S   CONSEQUENTIAL,SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES OR OF UNLIMITED DIRECT DAMAGES.

12.4.   ACCORDINGLY, AMINO SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER FURTHER AGREES THAT, EXCEPT FOR WILLFUL MISCONDUCT, AMINO WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY.

12.5.   EXCEPT IN THE CASE OF ITS WILFUL MISCONDUCT, IN NO EVENT SHALL AMINO BE LIABLE HEREUNDER TO CUSTOMER FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CUSTOMER TO AMINO UNDER THIS AGREEMENT AS A SERVICE FEE FOR THE TWELVE

(12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

13. **Indemnification**

13.1.   **Indemnification by Customer**. Customer shall indemnify Amino and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, an "Amino Indemnitee") from and against any and all Losses incurred by such Indemnitee in connection with any claim, suit, action or proceeding (each, an "Action") by a third party (other than an Affiliate of an Amino Indemnitee) that arise out of or relate to any:

(a)   Customer Data, including any Processing of Customer Data by or on behalf of Amino in accordance with this Agreement;

(b)   Amino's compliance with any specifications or directions provided by or on behalf of Customer to the extent prepared without any contribution by Amino;

(c)   allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants or obligations under this Agreement; or

(d)   negligence or more culpable act or omission (including recklessness or wilful misconduct) by Customer, or any party on behalf of Customer, in connection with this Agreement.

13.2.   **Indemnification by Amino**. Amino shall indemnify Customer and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, a "Customer Indemnitee") from and against any and all Losses incurred by such Customer Indemnitee in connection with any claim, suit, action or proceeding (each, an "Action") by a third party (other than an Affiliate of a Customer Indemnitee) alleging that Customer Indemnitee's use of the Services infringes the Intellectual Property Rights of such third party. This indemnity is subject to the Indemnification Procedure set forth herein, and that Amino's liability shall not exceed the amounts paid or payable by Customer for the Services in the 12 months preceding the date of the events giving rise to such claim.

13.3.   **Indemnification Procedure**. The party seeking indemnification ("Indemnified Party") shall promptly notify the other ("Indemnifying Party") in writing of any Action for which it believes it is entitled to be indemnified pursuant to Section

13.1   or section 13.2. The Indemnifying Party shall immediately take control of the defense and investigation of such Action, at the its sole cost and expense, and the Indemnified Party shall fully cooperate with Indemnifying Party. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

13.4.   **Remedies.** Where a Party receives information concerning a claim or potential claim that would subject the Party to the defense and indemnity obligation under this section, the Party may, at its discretion and expense:

(a)   Procure for the Indemnified Party such license(s) as may be necessary to resolve the claim;

(b)   If the Indemnifying Party is Amino: replace or modify the Services, to make it non-infringing; or temporarily or permanently suspend the delivery of the Services.

14. **General**

14.1.   Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

14.2.   If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

14.3.   The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

14.4.   This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and all of its rights and obligations hereunder to its affiliate, upon written notice to the other party, provided that the assignee is capable of fulfilling and intends to fulfil the obligations of the assigning party under this Agreement.

14.5.   This Agreement shall be governed in all respects by the laws of the State of California, USA, excluding its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. Notwithstanding any of the foregoing, if any dispute arises with respect to the unauthorized use of Confidential Information, or a party's intellectual property, or with respect to acts or omissions of Customer relating to the Services which, in Amino's judgment, negatively impacts its reputation or products or services, the injured party may seek any available remedy at law or equity, including injunctive relief, from any court of competent jurisdiction,

14.6.   Any notice pertaining to Agreement shall be in writing and shall be delivered by mail, first class postage prepaid, by facsimile, by email or by overnight or express courier service. Any notice shall be deemed delivered upon five (5) days after deposit in the mail, upon electronic confirmation of facsimile receipt or email delivery, or one (1) day after delivery by overnight or express courier service. Neither party shall be liable for, or be considered to be in breach or default under this Agreement on account of any delay or failure to perform hereunder, excepting all obligations to make payments hereunder, as a result of any cause or condition beyond such party's reasonable control("Force Majeure Event") including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, or national or regional shortage of adequate power or telecommunications or transportation.

14.7.   With the exception of claims relating to its intellectual property or confidentiality, any claim arising under or in connection with this Agreement and not pursued by any party hereto in writing within two (2) years after the cause of action first accrued shall be deemed waived by such party and forfeited. The forfeiture period shall start only when the claimant has obtained knowledge (or due to gross negligence failed to obtain knowledge) of the circumstances resulting in the claim. The applicable statutory rules concerning the start of the statute of limitations remain unaffected.

15. **Term and Termination**

15.1.   The Term of this Agreement shall commence upon the Effective Date and continue until the following 31st December, and shall thereafter be renewed automatically for successive periods of one (1) year unless and until either party gives notice at least ninety (90) days prior to such date.

15.2. This Agreement may be terminated by either party

(a) upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non- defaulting party to the other specifying such default; or

(b) upon the bankruptcy or insolvency of the other party.

15.3. Termination of this Agreement, howsoever caused shall not affect the liability of either party to pay any amounts that became due prior to such termination.