

LiveTiles End User License Agreement

This is a legal agreement (“AGREEMENT”) between the end-user customer (“you”), and the providing LiveTiles entity (the applicable providing entity is hereinafter referred to as “LIVETILES”). Your location of receipt of LIVETILES product (hereinafter “PRODUCT”) and software maintenance (hereinafter “MAINTENANCE”) determines the providing entity hereunder. LiveTiles Corporation, a Delaware corporation, licenses the PRODUCT and provides MAINTENANCE in the Americas, Europe and Africa. LiveTiles APAC Pty Ltd, licenses the PRODUCT and provides MAINTENANCE in Asia Pacific. BY INSTALLING AND/OR USING THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THE PRODUCT. Except as expressly stated in this AGREEMENT, nothing contained in any purchase order, signed quote or any other document shall in any way modify or add to the terms and conditions contained in this AGREEMENT.

1. Product Licenses

a. End User Licenses. LIVETILES hereby grants you a non-exclusive licence to install and use the PRODUCT for the term of this AGREEMENT, subject to the terms set out in this Agreement and the quote for the PRODUCT signed by you. Your license to the PRODUCT will be activated by license keys that allow use of the PRODUCT in increments defined by the license model purchased (“License Keys”). License Keys for other LIVETILES products or other editions of the same PRODUCT may not be used to increase the allowable use for your edition of the PRODUCT.

b. Partner Demo. If the PRODUCT is labelled “Partner Demo,” notwithstanding any term to the contrary in this AGREEMENT, your license permits use only if you are a current LIVETILES authorized distributor or reseller, and then only for demonstration, test, or evaluation purposes in support of your end-user customers, and not for any other purpose, including without limitation customer training or production purposes. Note that a Partner Demo PRODUCT may disable itself upon the expiration of the License Key. In no event may a Partner Demo PRODUCT be used beyond expiration.

c. Evaluation. If the PRODUCT is labelled “Evaluation,” notwithstanding any term to the contrary in this AGREEMENT, your license permits use only if you are an end-user customer and then only for your internal demonstration, test, or evaluation purposes, and not for any other purpose, including without limitation production purposes. Your license is for fourteen (14) days with NO RIGHT TO MAINTENANCE, ANY WARRANTY OR INFRINGEMENT INDEMNIFICATION. Note that an Evaluation PRODUCT may disable itself upon the expiration of the License Key. In no event may an Evaluation PRODUCT be used beyond expiration.

d. Archive Copy. You may make one (1) copy of the PRODUCT in machine-readable form solely for back-up and/or disaster recovery purposes, provided that you reproduce all proprietary notices on the copy.

e. LiveTiles Mosaic. The LiveTiles Mosaic for Office 365 Education version of the PRODUCT is exclusively available to K-12 schools. If you do not belong to a K-12 school, you are strictly prohibited from downloading and using LiveTiles Mosaic. LiveTiles Mosaic is a free tool for K-12 schools and may not be resold for any commercial gain.

2. Maintenance

MAINTENANCE begins on the date the License Keys for the PRODUCT are made available to you by email. Your plan shall continue for the duration of your AGREEMENT term and shall be automatically extended in annual increments unless you provide 3 months' written notice to LIVETILES (the "MAINTENANCE Term"). During the MAINTENANCE Term, LIVETILES will make any Updates for the PRODUCT available to you. An "Update" shall mean a generally available release of the same edition of the same PRODUCT which LIVETILES makes available from time to time. Updates shall be considered to be a part of the PRODUCT and subject to the terms of this AGREEMENT, except that Updates are not covered by the Limited Warranty applicable to the PRODUCT, to the extent permitted by applicable law. You acknowledge that LIVETILES may develop and market new or different computer programs or editions of the PRODUCT that use portions of the PRODUCT and that perform all or part of the functions performed by the PRODUCT. Nothing contained in this AGREEMENT shall give you any rights with respect to such new or different computer programs or editions. The plan may be purchased for the PRODUCT until it is no longer offered in accordance with the applicable LIVETILES PRODUCT Software Assurance Agreement posted at <http://www.livetiles.nyc/lsaa>. You also acknowledge that LIVETILES is not obligated to make any Updates available. Any deliveries of Updates shall be electronic. LIVETILES is not required to provide any technical support for problems arising out of: (i) your or any third party's alterations or additions to the PRODUCT, operating system or environment; (ii) LIVETILES provided alterations or additions to the PRODUCT that do not address Errors or Defects; (iii) any functionality not defined in the user documentation published by LIVETILES at support.livetiles.nyc (hereinafter "Documentation"); (iv) use of the PRODUCT on a processor or peripherals other than the processor and peripherals defined in the Documentation; (v) any PRODUCT that has reached End-of-Life; and (vi) any consulting deliverables from you or any third party. An "Error" is defined as a failure in the PRODUCT to materially conform to the functionality defined in the Documentation. A "Defect" is defined as a failure in the PRODUCT to conform to the specifications in the Documentation. In situations where LIVETILES cannot provide a satisfactory resolution to your critical problem through normal technical support methods, LIVETILES may engage its product development team to create a private fix. Private fixes are designed to address your specific situation and may not be distributed by you outside your organization without written consent from LIVETILES. LIVETILES retains all right, title, and interest in and to all private fixes. Any hotfixes or private fixes are not provided as the PRODUCT under the terms of this AGREEMENT and they are not covered by the Limited Warranty or Infringement Indemnification applicable to the PRODUCT, to the extent permitted by applicable law.

3. Description of other Rights, Limitations and Obligations

You may not transfer, rent, timeshare, grant rights in, or lease the PRODUCT except to the extent such foregoing restriction is prohibited by applicable mandatory law. If you purchased or otherwise received replacement License Keys as part of a PRODUCT upgrade or otherwise and such replacement is a condition of the transaction, you agree to destroy the original License Keys and retain no copies after installation of the new License Keys and

PRODUCT. You shall provide the serial numbers of the original License Keys and corresponding replacement License Keys to the reseller and, upon request, directly to LIVETILES for tracking purposes. In the event you make a transfer of the PRODUCT in the EU or EER, to the extent permitted by law notwithstanding the terms of this AGREEMENT, you must uninstall the PRODUCT and License Keys, transfer them to the transferee and retain no copies. The transferee must accept the terms of this AGREEMENT. You must provide evidence that the conditions for a lawful transfer of the PRODUCT are met. All warranty, MAINTENANCE and infringement indemnification rights will terminate upon such transfer and will not be available to the transferee. You must comply with applicable export laws with respect to such a transfer. You may not modify, translate, reverse engineer, decompile, disassemble, create derivative works based on or copy the PRODUCT, except as expressly licensed in this AGREEMENT, or to the extent such foregoing restriction is expressly prohibited by applicable mandatory law. You may not remove any proprietary notices, labels, or marks on the PRODUCT. To the extent permitted by applicable law, you agree to allow LIVETILES to audit your compliance with the terms of this AGREEMENT upon prior written notice and during normal business hours. ALL RIGHTS IN THE PRODUCT NOT EXPRESSLY GRANTED ARE RESERVED BY LIVETILES OR ITS LICENSORS. LIVETILES and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the PRODUCT, including any adaptations, modifications, translations, derivative works or copies.

4. Infringement Indemnification

In the event of any claim, suit, or proceeding brought against you based on an allegation that a PRODUCT infringes upon any patent, copyright or trade secret of any third party (“Infringement Claim”), LIVETILES shall defend, or at its option, settle such Infringement Claim, and shall pay all costs (including attorney’s fees) associated with the defense of such Infringement Claim, and all damages finally awarded or settlements undertaken by LIVETILES in resolution of such Infringement Claim, provided you: promptly notify LIVETILES in writing of your notification or discovery of an Infringement Claim such that LIVETILES is not prejudiced by any delay in such notification; give LIVETILES sole control over the defense or settlement of the Infringement Claim; and provide reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if LIVETILES believes such a claim is likely, LIVETILES may at its sole expense and option: (i) procure for you the right to continue to use the alleged infringing PRODUCT; (ii) replace or modify the PRODUCT or to make it non-infringing; or (iii) accept return of the PRODUCT or and, for the PRODUCT, provide you with a prorated refund using a three (3) year straight line depreciation basis. LIVETILES assumes no liability for any Infringement Claims or allegations of infringement based on: (i) your use of any PRODUCT after notice that you should cease use of such PRODUCT due to an Infringement Claim; (ii) any modification of the PRODUCT by you or at your direction; (iii) your combination of the PRODUCT with non-LIVETILES software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the PRODUCT alone. THE FOREGOING STATES YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

5. Limited Warranty and Disclaimer

LIVETILES warrants that for a period of ninety (90) days from the date of delivery of the License Keys to you, the PRODUCT will perform substantially in accordance with the

Documentation. LIVETILES and its licensors' and suppliers' ("SUPPLIERS'") entire liability and your exclusive remedy under this warranty (which is subject to your return of the PRODUCT to LIVETILES or an authorized reseller) will be, at the sole option of LIVETILES and subject to applicable law, to replace the PRODUCT or to refund the purchase price and terminate your license to the PRODUCT. This limited warranty does not cover any modification of the PRODUCT by you. LIVETILES will provide MAINTENANCE in a professional and workmanlike manner, but LIVETILES cannot guarantee that every question or problem raised by you will be resolved or resolved in a certain amount of time. LIVETILES does not warrant in any form the results or achievements of the PRODUCT, technical support, consulting services or related deliverables. With respect to technical support, LIVETILES' and its SUPPLIERS' entire liability and your exclusive remedy under this warranty is re-performance of the services. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY, LIVETILES AND ITS SUPPLIERS MAKE AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND LIVETILES AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO THE PRODUCT, MAINTENANCE AND ANY OTHER SOFTWARE OR SERVICE DELIVERED HEREUNDER, ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCT IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU ASSUME THE RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT AND HARDWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT AND HARDWARE.

6. Export Restriction

You agree that you will not export, re-export, or import the PRODUCT, MAINTENANCE or any other software or service delivered hereunder in any form without the appropriate government licenses. You understand that under no circumstances may the PRODUCT, MAINTENANCE or any other software or service delivered hereunder be exported to any country subject to U.S. embargo or to U.S.-designated denied persons or prohibited entities or U.S. specially designated nationals.

7. Limitation of Liability

EXCEPT FOR LIVETILES' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 4, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER LIVETILES NOR ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM YOUR USE OF THE PRODUCT, MAINTENANCE OR ANY OTHER SOFTWARE OR SERVICE DELIVERED HEREUNDER, OR DAMAGE ARISING FROM YOUR USE OF THIRD PARTY PRODUCTS OR HARDWARE OR ANY OTHER

SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE USE OF THE PRODUCT OR MAINTENANCE; OR YOUR EXPORTATION, REEXPORTATION, OR IMPORTATION OF THE PRODUCT, HARDWARE OR MAINTENANCE. THIS LIMITATION WILL APPLY EVEN IF LIVETILES, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIVETILES' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 4, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF LIVETILES, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS EXCEED THE AMOUNT PAID FOR THE PRODUCT AND/OR MAINTENANCE TERM AT ISSUE. YOU ACKNOWLEDGE THAT THE PRODUCT AND MAINTENANCE FEES REFLECT THESE ALLOCATIONS OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. For purposes of this Section, the term "AFFILIATE" shall mean any legal entity fifty percent (50%) or more of the voting interests in which are owned directly or indirectly by LIVETILES. AFFILIATES, SUPPLIERS, and authorized distributors are intended to be third party beneficiaries of this AGREEMENT.

8. Termination

This AGREEMENT is effective until terminated. After the expiry of any minimum licence term referred to in a purchase order or signed quote, you may terminate this AGREEMENT by providing 3 months' written notice to LIVETILES. Upon termination, you shall remove the PRODUCT from your computers, destroy all copies and provide written notice to LIVETILES with the serial numbers of the terminated License Keys. LIVETILES may terminate this AGREEMENT at any time for your breach of this AGREEMENT.

Unauthorized copying of the PRODUCT or the accompanying documentation or otherwise failing to comply with the license grant of this AGREEMENT will result in automatic termination of this AGREEMENT and will make available to LIVETILES all other legal remedies. You agree and acknowledge that your material breach of this AGREEMENT shall cause LIVETILES irreparable harm for which monetary damages alone would be inadequate and that, to the extent permitted by applicable law, LIVETILES shall be entitled to injunctive or equitable relief without the need for posting a bond. Upon termination of this AGREEMENT, the PRODUCT licenses granted hereunder will terminate and you must immediately destroy the PRODUCT and accompanying documentation, and all backup copies thereof. All purchases are final with no right of refund, other than under the warranty or infringement indemnification terms of this AGREEMENT.

9. Authorized Distributors and Resellers

LIVETILES authorized distributors and resellers do not have the right to make modifications to this AGREEMENT or to make any additional representations, commitments, or warranties binding on LIVETILES.

10. Choice of Law and Venue

If the providing entity is LiveTiles Corporation, this AGREEMENT will be governed by the laws of the State of New York without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, you consent to the exclusive personal jurisdiction and venue in the State and Federal courts within the state of New York. If the providing entity is LiveTiles APAC Pty Ltd, this AGREEMENT will be governed by the laws of the State of Victoria, Australia without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, you consent to the exclusive personal jurisdiction and venue of the competent courts sitting in the State of Victoria. If any provision of this AGREEMENT is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this AGREEMENT in a manner consistent with the original intent of the AGREEMENT.

11. How to contact LiveTiles

Should you have any questions concerning this AGREEMENT or want to contact LIVETILES for any reason, write to LIVETILES at the applicable address below:

- LiveTiles Corporation:
Customer Service, 137 W 25th Street, Level 6, New York, NY 10001, USA
- LiveTiles APAC Pty Ltd:
Customer Service, Suite 101, 6-8 Clarke Street, Crows Nest, NSW 2065, Australia

12. Trademark

This Agreement does not grant you the right to use any LIVETILES trade or service mark.