

LiveU, Inc.
 2 University Plaza Drive, Suite 505
 Hackensack, NJ 07601

Order Form and Terms

Customer Information:			
Customer Name:	City of Riverside, California	Billing Address:	3900 Main St. 5th Floor Riverside, CA 92522
		Shipping Address:	3900 Main St. 5th Floor Riverside, CA 92522
Point of Contact:	Scott Brosious	Telephone: Email:	(951) 826-2414 SBrosious@Riversideca.Gov
Point of Contact for Activation/Usage communication:	Scott Brosious	Email:	SBrosious@Riversideca.Gov

LiveU Solution: Components, Number of Units, Pricing.

Component	Number of Units	Price Per Unit	Description	Total Fee
Field Unit	1	\$14,400	LU600	\$14,400.00
	1	\$8,800	LU610	\$8,800.00
Server	1	\$5,040	LU10-SV-VR02-BASIC	\$5,040.00
	1	\$2,880	LU2000-01 (B-Stock)	\$2,880.00
Maintenance and Support (after 1 year warranty)	1	Declined	Declined	\$0.00
	1	Declined	Declined	\$0.00
	1	Declined	Declined	\$0.00
	1	Declined	Declined	\$0.00
Annual License Fees	1	\$245/month Unlimited	LU-SMART-35	\$2,940.00
	1	\$83.34/month	LU-VRPRO-LIC	\$1,000.00
	1	\$125/month (1 st yr. paid)	LU-MATRIX-US	\$1,500.00
Training		No charge for standard training.		

Notes:

- LiveU will invoice Customer on receipt of the Purchase Order and payment will be made by Customer on or before 30 days from the invoice date.
- LU-Central Cloud Service is provided at No Charge for 12 months from shipment of the LiveU Solution by LiveU. Thereafter, the LU-Central Cloud Service is provided at No Charge so long as Customer has a paid Maintenance Support Program in place covering the associated Field Unit (see Section C below). In the event Customer does not have a paid Maintenance Support Program in place covering the Field Unit, Customer may order LU-Central Cloud Service by submitting a purchase order to LiveU. Such purchase order will be subject to LiveU acceptance. Customer will be charged LiveU's then current list price per month/per Field Unit for the LU-Central Cloud Service for the period covered by the purchase order. LiveU's current list price for the LU-Central Cloud Service is \$100 per month/per Field Unit (such amount which is subject to change).
- The Purchase Price Per Unit for Field Units does not include data service (which is covered below).
- Maintenance services are included at no additional charge for 12 months from shipment by LiveU (First Maintenance Period) for purchased Field Units, purchased Servers, and Cloud Services. Maintenance services will automatically renew at the end of the First Maintenance Period (and each Maintenance Period thereafter) for additional 12 month periods unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before the commencement of the next Maintenance Period. LiveU will invoice Customer \$ (see table above) per 12 month period/per (see table above), in advance, for each Maintenance Period after the First Maintenance Period and payment shall be due and payable within 30 days from the invoice date.

Maintenance Support Program

Support Desk – Telephone/Email	365 x 24 x 7
Number of Calls/Emails	Unlimited
Support Contacts	2 Pre-Identified Contacts
Software Upgrades and Updates	Supplied for no additional charge.
Repair or Replacement of Defective Hardware	Repair or shipment of replacement hardware

↑
**Reoccurring
 In Yellow**

	target: three (3) business days from receipt and confirmation of problem report.	
<p>Support and remedial services shall be performed by LiveU at its premises, when necessary employing remote diagnostic procedures. Customer shall provide means for LiveU to perform remote diagnostic procedures and to deliver updates, revisions and enhancements electronically. Customer will provide reasonable assistance as necessary for the performance of support services, including by providing a detailed description of any problems encountered and access as needed to Customer systems and personnel. Technical support does not cover units damaged as result of misuse, alteration, improper installation or repair, or improper testing or support related to third party hardware, software, network or related systems. LiveU will repair or replace defective hardware as set forth above. Replacement may be with new, remanufactured, or reconditioned hardware. Customer shall deliver defective hardware to LiveU on or before five (5) days from LiveU's shipment of replacement hardware and Customer assumes the risk of damage or loss in transit. Customer will pay the shipping charge. In the event the defective hardware is not returned to LiveU, Customer will be charged for the replacement hardware shipped, according to LiveU's then-standard pricing, up to the full Purchase Price. LiveU shall be entitled to assess Customer a reasonable evaluation fee for any LiveU Solution returned for service that LiveU determines to be "No Trouble Found."</p>		

Data Plans.				
Plan	Qty	Unit Price and GB Per Month	Description	Total Fee
Continental United States (CONUS)	1	\$500/month @ 50GB/month	50GB/month Data Plan	\$6,000.00
	1	\$60/month @ Priority SIMs	Priority QoS SIMs	\$720.00
Hybrid		As set forth above for CONUS/IL and IR plans.		

Notes:

1. **Continental United States:** Customer will pay LiveU a fee of \$(see above table) Per Month/Per Field Unit for a data plan that includes up to (see above table)_GB of Data Use Per Month/Per Unit within the Continental United States, for a minimum initial period of 12 months. When Customer has multiple Data Plans for multiple Field Units, Customer may pool Data Plan GB of Data Use across Field Units. In the event Customer exceeds the pooled GB of Data Use covered by the Data Plan or Data Plans purchased, then Customer will be charged an Additional Data Use Fee of \$15.00 Per additional one (1) GB (or part thereof) used in excess of the included GB of Data Use that is used by Customer. All data sent from a LiveU Solution unit is counted towards the data use amounts included under the purchased Data Plans, without regard to the transmission method or interface. The Data Plans purchased for the initial period of 12 months will automatically renew for additional 12 month periods unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before commencement of the next period. Data plans are available for 15/25/50/75/100 GB of Data Use Per Month. Customer may change the Data Use Per Month plan by submitting a written request to LiveU. The change will take effect starting the next data charging cycle used by LiveU (which generally will be monthly, but may run from a date other than the first of the month (for example, January 20-February 19) after the request is received and processed by LiveU. Specific charging periods and estimated processing times may change and Customer is encouraged to check with LiveU regarding the estimated date that any requested change will take effect. Data use will be as registered by the LiveU billing system. Under Continental United States Data Plans, Customer is responsible for all costs, charges, and duties associated with use outside of the Continental United States, including without limitation roaming charges (use may be made outside of the Continental United States only as expressly authorized).

2. **International:**

a. **International Localized Units.** International units configured with SIMs that are local to a specific country (International Localized Units) are limited to usage within that specific country and may only be used outside of the specific country if agreed in a separate writing entered into between the parties in advance. Without derogating from this, Customer will be 100% responsible for all charges and penalties associated with use of an International Localized Unit outside of the specific country, in the absence of the required advance written agreement. Customer will pay LiveU a fee of \$__ Per Month/Per Field Unit for an International Localized Unit data plan that includes up to __GB* of Data Use Per Month/Per Unit within __N/A__, for a minimum initial period of 12 months. In the event Customer exceeds the GB of Data Use covered by the Data Plan purchased, then Customer will be charged an Additional Data Use Fee of \$__ NA__ Per additional one (1) GB (or part thereof) used in excess of the included GB of Data Use that is used by Customer. LAN/Wi-Fi usage on the international roaming Units do not count toward the data usage limits on these Units. The Data Plans purchased for the initial period of 12 months will automatically renew for additional 12 month periods unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before commencement of the next period.

b. **International Roaming Units.** International roaming units (International Roaming Units) can be used in any country on the list of supported countries provided separately by LiveU. Usage of International Roaming Units in a country not on the list of supported countries is expressly prohibited and Customer will be 100% responsible for any charges and penalties associated with such usage. Customer will pay LiveU a fee of \$__ Per Month/Per Field Unit for an International Roaming Unit data plan that includes up to __NA__GB* of Data Use Per Month/Per Unit, for a minimum initial period of 12 months. In the event Customer exceeds the GB of Data Use covered by the Data Plan purchased, then Customer will be charged an Additional Data Use Fee of \$__ NA__ Per additional one (1) GB (or part thereof) used in excess of the included GB of Data Use that is used by Customer. LAN/Wi-Fi usage on the international roaming Units do not count toward the data usage limits on these Units. The Data Plans purchased for the initial period of 12 months will automatically renew for additional 12 month periods unless either party gives written notice to the other of its intention not to renew at least thirty (30) days before commencement of the next period.

3. Hybrid:
 Dual-SIM Field Units (new and upgraded) are delivered with the (i) the bank of SIMs associated with the Continental United States or other local data plan activated at the time of delivery, with data plan fees starting on delivery; and (ii) the bank of SIMs associated with the International Roaming data plan de-activated at the time of delivery, with data plan fees starting only at the time of activation by Customer. Customer will be required to activate the bank of SIMs associated with the International Roaming data plan prior to use, by contacting LiveU's US help desk either by calling 1-877-885-4838 or emailing help@live.tv. The International Roaming SIM data plan fees will begin at the time of Customer's activation. No additional customer approval, purchase order or additional step will be involved. Customer will be charged the Default Rate Plan detailed below, unless Customer selects a different rate plan at the time of activation.

- a. Default Rate Plan: \$150 Per GB/Per Unit. In the absence of a specific rate plan selection, Customer will be charged according to the Default Rate Plan.
- b. \$1500 Per 30 Day Period/Per Unit that includes up to 12GB of Data Use (Per 30 Day Period/Per Unit). Customer will be charged an Additional Data Use Fee of \$150 Per additional one (1) GB (or part thereof) used in excess of the included 12GB of Data Use.
- c. \$2500 Per 30 Day Period/Per Unit that includes up to 25GB of Data Use (Per 30 Day Period/Per Unit). Customer will be charged an Additional Data Use Fee of \$150 Per additional one (1) GB (or part thereof) used in excess of the included 25GB of Data Use.

Once the data plan is activated for the International Roaming Unit SIMs, the activation will continue and Customer will be charged, for a single thirty (30) day period. Each activation and the associated charges under the rate plan will cease at the end of the 30 day period. Activations will not automatically renew for additional period(s). Customer will be required to activate the bank of SIMs for each 30 day period, as set forth above.

Customer may change its rate plan at the time of activation. Once a 30 day period starts, it may only be changed as of the following 30 day activation period. In the event that Customer returns a Unit to the United States with the SIMs associated with the International Roaming data plan activated, Customer will be responsible for all charges incurred by LiveU for use of the SIMs in the United States, including, without limitation, roaming charges associated with use in the United States, such amounts which may be considerable. Customer may, by calling LiveU's US help desk, temporarily de-activate the International Roaming SIMs while a Unit is in the United States and then re-activate the bank of SIMs when the Unit is returned to international use (so long as it is during the 30 day activation period). Temporary de-activation will not toll or extend a 30 day activation period.

Total Fees Due:

Terms and Conditions:

THE TERMS AND CONDITIONS APPLICABLE TO THIS ORDER FORM ARE SET FORTH AT: [https://www.liveu.tv/Sales T and C.pdf](https://www.liveu.tv/Sales_T_and_C.pdf).

Exceptions approved by Mike Savello on July 27, 2020 noted below:


- * Page 2. Order. Confidentiality. Will abide with the California Public Records Act.
- * Page 3. Carrier Fees. The City of Riverside payment processing is 30 days.
- * Page 9. Governing Law and Dispute Resolution. As a public agency, legal disputes will be resolved using California laws and California courts.
- * Page 9. Waived. (a) agrees that any proceedings to resolve or litigate any claim, dispute or controversy will be conducted solely on an individual basis (and not in any class action or class-wide proceeding), and that Customer may initiate such proceedings only on its own behalf;
- * Page 9. Waived (b) hereby irrevocably and unconditionally waives the right to litigate such claims, disputes, or controversies in court before a jury; and
- * Page 9. Waived (c) agrees not to participate in claims, disputes, or controversies brought in an attorney general or representative capacity, or in consolidated claims, disputes, or controversies involving another person's claim, dispute, or controversy.
- * Page 11. Reference Customer. The City of Riverside has registered service marks and logos. LiveU will not use without written permission. This section of the agreement can be deleted.
- * Page 15. Confidentiality. Will abide with the California Public Records Act.
- * Page 17. Governing Law and Jurisdiction. As a public agency, legal disputes will be resolved using California laws and California courts.

BY SUBMITTING THIS ORDER FORM TO LIVEU, CUSTOMER AGREES THAT: (i) IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS; (ii) IT AGREES TO THE TERMS AND CONDITIONS; AND (iii) THE TERMS AND CONDITIONS ARE INCORPORATED IN THIS ORDER FORM (BY REFERENCE).

Signatures:

By signing below, I warrant and agree that I am authorized to enter into this Order Form on behalf of Customer. This Order Form, when signed on behalf of Customer constitutes a binding undertaking. This Order Form may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Order Form shall be effective as of the date of counter-signature below by LiveU ("Effective Date").

Signed and dated on behalf of Customer:	Name:	Title:
Signed and dated on behalf of Customer:	Name:	Title:
Signed and dated on behalf of Customer:	Name:	Title:
Signed and dated on behalf of Customer:	Name:	Title:
Signed and dated on behalf of LiveU:	Name:	Title:
 August 3, 2020	Michael Savello	VP, Sales

DocuSigned by:

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Oded Scharfstein

CFO

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
 Chief Financial Officer, Treasurer

Approved as to form


 Senior Deputy City Attorney