

This SERVICE LEVEL AGREEMENT ("**Agreement**") is by and between [LiveControl] ("LiveControl", "We", "Us", or "Our") and CLIENT ("You," "Your") and relates to camera operator services (each a "**Service**") as referenced on www.LiveControl.com ("**Website**") and as further described below. By using our Services, You accept this Agreement and consent to contract with Us electronically. If You do not agree with this Agreement, You may not use the Services.

## 1. THE SERVICES

- 1.1. We will provide You the Services so described when You ordered the Services through the Website, or, alternatively, as identified in the emails that you and we have communicated with each other, which are incorporated in this agreement ("**Emails**"). The Services include:
  - 1.1.1. The number of credits available every month as indicated in the Emails ("**Credits**").
  - 1.1.2. Each Credit can be used for up to one-hundred and fifty (150) minutes of Service. Thus, every 150 minutes of the use of the Service or a fraction there will consume one (1) Credit. A Credit cannot be partially used, pro-rated, or split.
  - 1.1.3. If a service goes over the 150 minute limit, a second service credit will be used.
  - 1.1.4. Notice. You agree to give Us a minimum of 48-hours required notice for the operation and start of a Service.

## 2. TERM

- 2.1. This Agreement shall commence from the date You have agreed to this Agreement, electronically or otherwise ("**Effective Date**"), until one (1) year thereafter ("**Term**").

## 3. FEES

- 3.1. The Fees for the Services shall be the fees so described when You ordered the Services through the Website, or, alternatively, as identified in the Emails. The Fees may include variable fees for transactions or usage.
- 3.2. **Monthly Fees.** If You opt to pay on a monthly basis, You agree to pay for the subsisting Monthly Fees during the Term.
- 3.3. **Annual Fees.** If You opt to pay on an annual basis, You agree to pay upfront for the entirety of the one year term.

## 4. CANCELLATION

- 4.1. There will be NO refunds or credits for partial use, non-use, downgrade of the Services, or a portion of the fees You paid for the period prior to such termination.

## 5. NO REFUNDS

- 5.1. The Fees payable and paid under this Agreement are NON-REFUNDABLE.
- 5.2. No refunds shall be granted for discounts, vouchers, or coupons availed as part of the Service.

## 6. CONTENT

- 6.1. You acknowledge and agree that You shall be solely responsible for the content documented and stored in the Services ("**Content**") and the consequences of posting or publishing them. The Service merely acts as a passive conduit for the documentation and storage of the Content.
- 6.2. You warrant and represent that the Content infringes no intellectual property rights, licensing rights, third-party right of privacy, right of publicity, or any other third-party right or proprietary interest.
- 6.3. If any Content in the Service infringes a copyright, You acknowledge and agree to be liable and responsible for responding expeditiously in removing or disabling any Content claimed to be infringing and will follow the procedures specified in the Digital Millennium Copyright Act to resolve the claim between the notifying party and the alleged infringer. We will not be liable and responsible for removing or disabling such Content.
- 6.4. We may disclose the Content when necessary for compliance with a legal obligation to which We are subject, or in order to protect Our vital interests. We may also disclose the Content when necessary for the establishment, exercise or defense of legal claims, whether in or out-of-court proceedings.
- 6.5. The Content does not represent Our views or any individual associated with Us, and We do not control the Content. In no event shall You represent or suggest, directly or indirectly, Our endorsement of the Content. We do not vouch for the accuracy or credibility of any the Content on the Services, and do not take any responsibility or assume any liability for any actions You may take as a result of the Content.

## 7. YOUR AUDIO AND EQUIPMENT

- 7.1. If You purchase a camera or equipment from Us, the purchase includes a three (3)-year manufacturer warranty.
- 7.2. If You decide to use Your own cameras or equipment or if You purchase a camera or equipment from Us, We will not be responsible for any downtime, error, malfunctions, accident, fire, lightning, explosion, power surge or failure caused by the camera or equipment. You are entirely responsible for ensuring that your camera and equipment are in good working condition and compatible for the recording and storing the

Content.

- 7.3. If You decide to provide any audio mix to Us, We will not be responsible for any inferiority or inadequacy in the resulting audio caused by the use of Your audio mix. You are entirely responsible for providing an adequate audio solution in the creation of the Content.

## 8. PAYMENTS

- 8.1. You agree to provide updated information regarding Your credit card or payment method at any time the information is needed. You must promptly inform Us of any changes in Your credit card information. You give Us the pre-authorization to verify if Your credit card or payment method account is valid and has the necessary funds or credit available to cover Your payments. You authorize such credit card to pay any amount described herein.
- 8.2. Payments will be automatically charged to Your credit card on-file. In case of payment delay or failure, You will not be able to use any chargeable features of Our Services until the payments in due have been fully paid.
- 8.3. **Taxes.** The charges included here do NOT include taxes. If We are required to pay any federal, state, provincial or local sales, use, property or value added taxes including, without limitation, GST and/or provincial sales tax based on the Service provided under this Agreement, the taxes shall be separately billed to You, unless You are able to provide proof of appropriate, qualifying tax exempt status. We shall not pay any interest or penalties incurred due to late payment or nonpayment of such taxes by You.

## 9. TERMINATION

- 9.1. We may terminate this Agreement without cause upon written notice to You. If We terminate in such a manner, We shall refund You a portion of the fees You paid prior to such termination, pro-rated based on the subscription services already provided.

## 10. RESULTS OF TERMINATION OR CANCELLATION

- 10.1. In the event this Agreement is terminated or cancelled upon Your request, We will make available to You a copy of the Content for a period of thirty (30) days after Termination. After the 30-day period, You agree and acknowledge that We have no obligation to retain the Content or other data, and may delete same.

## 11. CONFIDENTIALITY

- 11.1. You acknowledge that Your use of the Service may result in Us disclosing Our Confidential Information to You. "**Confidential Information**" refers to certain information that We reasonably regard as proprietary or confidential including, but not limited to, Our prices, fees, charges, discounts, business, customers, products, proposed products, plans, inventions, processes and techniques.
- 11.2. You agree to hold in confidence and not use or disclose any Confidential Information to outside parties and other service providers including our competitors, except in accordance with this Agreement. You may disclose Confidential Information, on a need-to-know basis, to Your personnel who have agreed in writing to non-disclosure terms at least as protective as the provisions of this Section, for purposes permitted in this Agreement, subject to the condition that You shall be liable for their breach of this Section.
- 11.3. You agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to Us and that, in the event of such breach, We will be entitled, in addition to any other available remedies, to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

## 12. LIMITED LIABILITY

- 12.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) OUR TOTAL LIABILITY TO YOU, EXCEPT FOR OUR CONTRACTUAL PAYMENT OBLIGATIONS HEREUNDER (IF ANY), SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO US OVER THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM(S) OR ONE HUNDRED DOLLARS (USD \$100), WHICHEVER IS GREATER.
- 12.2. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY" OR OTHER LIKE PROVISIONS OF SIMILAR IMPORT."

## 13. WARRANTY DISCLAIMERS

- 13.1. We put in place several fail-safes to prevent the interruption of filming, operating, recording, and live streaming a Service. However, the following (but not limited to) events may cause the disruption of a Service: physical damage to equipment, unplugging of equipment, power failure, internet failure, audio issues, and other issues out of Our control. WHILE WE ATTEMPT TO MAKE YOUR USE OF THE SERVICES SAFE AND RELIABLE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE FREE FROM HARMFUL OR RISKY COMPONENTS. WE MAKE NO WARRANTIES REGARDING SECURITY OR

RELIABILITY OF THE SERVICES. WE ARE NOT RESPONSIBLE FOR ERRORS OR OMISSIONS IN ANY INFORMATION OR CONTENT ACCESSED THROUGH THE SERVICES, THE WEBSITE, OR ANY OTHER PART OF THE SERVICE.

13.2. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES. WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AVAILABLE THROUGH THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.

#### **14. DOCUMENTS INCORPORATED**

14.1. The following separate agreements are incorporated and referred in this Agreement:

14.1.1. Our **Terms and Conditions of Use** at [www.livecontrol.io/terms](http://www.livecontrol.io/terms). All capitalized words not defined in this Agreement have meanings as in the Terms and Conditions.

14.1.2. Our **Privacy Policy** at <https://www.livecontrol.io/privacy>.

14.1.3. If You lease Our camera, the **Camera Lease Terms of Service** at [www.livecontrol.io/camera-lease-terms](http://www.livecontrol.io/camera-lease-terms).

14.2. You acknowledge and agree to the above incorporated agreements, whenever applicable.

#### **15. APPLICABLE LAW AND VENUE**

15.1. This Agreement is governed by and construed in accordance with the laws of the United States of America and the State of California, without resort to its conflict of law provisions. You agree that with respect to any disputes or claims, any action at law or in equity arising out of or relating to the Services or this Agreement of Use shall be filed only in the state and federal courts located in [Los Angeles] County, California and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts. IN ANY SUCH ACTION, YOU AND US IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

#### **16. CONTACT US**

16.1. If You have any questions or comments, please contact Us through [LiveControl] [2110 Main St. #303, Santa Monica, CA 90405], [hello@LiveControl.io].