

**These Specific Terms and Conditions of liveConnect Service** (“M800 Specific Terms and Conditions of liveConnect” or “online Specific T&Cs” of liveConnect”) are entered into on the first Service Order (passed whether online or not) execution date (“**Effective Date**”).

Unless otherwise indicated or where the context otherwise requires, terms and expressions defined in the M800 General Terms and Conditions of Service shall carry the same meaning in these Specific T&C of liveConnect. In the event of conflicting terms between these Specific T&C of liveConnect and the M800 General Terms & Conditions, these Specific T&C of liveConnect shall prevail.

WHEREAS, M800 is in the business of providing cloud based solutions delivered through IP Network (CPaaS) focusing on helping its customers to communicate more easily and cost efficiently with their users.

WHEREAS, Customer desires to engage M800 to provide liveConnect Services as detailed in the applicable Service Order Form(s), Quotation or in accordance with the provisions on the M800 website whichever applies.

WHEREAS, M800 is willing to provide such Services to Customer from time to time subject to the terms and conditions of this Agreement and to the applicable Service Order terms.

NOW, THEREFORE, in consideration of the mutual promises set forth, Customer and M800 agree as follows:

## 1. Definitions

**Account** – Customer’s online account registered on the website of M800, containing its registered personal and/or company information and data, allowing the Customer to access the Service.

**Administrator** – a dedicated Agent or person appointed by Customer among its staff, or any third party acting on his behalf, responsible for the Service setup and configuration. The Administrator is responsible to configure the Service and to read and download the report.

**Agent** - Customer's appointed customer service representative that interacts with the clients through the Web Dashboard and/or the mobile where applicable.

**Dashboard:** a dashboard is an Agent or Administrator interactive interface that organizes and presents Users information.

**Developer:** a dedicated person appointed by Customer among its staff, or any third party acting on his behalf, responsible for installing the Service.

**MIPS liveConnect or the Service** - M800 mobile application SDK and Web SDK which serves as a real-time multi-media communication platform for M800 Customers and their end-users.

**Professional Services Developer:** a dedicated person appointed by M800 among its staff, or any third party

acting upon customer order of additional professional services.

**Initial Term** – a fixed minimum binding duration as indicated above-The Initial Term together with any Subsequent Term as defined in Section 5.1.2. of the MSA or of the M800 online T&Cs is referred to as the “**Service Term**”.

**E-Commerce Customer or E-Customer** – Customer who purchases Service directly from M800’s website: [www.m800.com](http://www.m800.com).

**Free Trial** – a 30 days free trial granted by M800 to E-Commerce Customer. If E-Commerce Customer chooses to upgrade to paid subscription in advance, the Free Trial will be shortened accordingly.

**Widget** - a component of an interface that enables a User to access to the Service.

## 2. Terms for E-Commerce Customer

**2.1.** Within the Free Trial, M800 reserves all right to change/terminate the Service without any prior written notice.

**2.2** M800 or its representative will charge E-Customer’s payment method (such as credit card, PayPal, or other method available) for any paid subscription, including any applicable taxes. If M800 cannot charge the payment method for any reason (such as expiration or insufficient funds), E-Customer remains responsible for any uncollected amounts, and M800 will attempt to charge the payment method as E-Customer may update the payment method information.

**2.3** If E-Customer pre-orders Service, E-Customer will be charged when the Service is delivered.

**2.4** If M800 or its representative cannot collect the payment from E-Customer’s payment method, M800 may suspend or terminate this Service at its sole discretion.

## 3. License and Property Right Restrictions

**3.1** M800 will provide the Customer with a list of Source Codes (using a file named "NOTICE.txt") allowing the Customer's Developer to install the Service unless Customer requires M800 to provide such additional professional service. The provided Source Codes are governed by and distributed under open source license, including the terms of the GNU General Public License (GPL) and the Lesser General Public License (LGPL), copies of these licenses can be found at <https://www.gnu.org/licenses/licenses.html>.

**3.2** Resale of the Service is not permitted.

**3.3** Customer warrants that it and none of its Agents, Developers and Administrators will disclose, distribute, unlock, reverse engineer, decompile, disassemble or otherwise translate any such Source Code portions of liveConnect to a human-perceivable form nor permit any third party whether employed or not to do so.

**3.4** Upon delivery of the Service to the Customer, M800 shall grant the Customer a personal, non-exclusive, non sub-licensable, non-assignable, non-transferable, non-resellable right to integrate liveConnect into the Customer's Infrastructure for the duration of subscription effective period.

**3.5** M800 may change, deprecate or republish liveConnect

and any of its components at any time and it is the Customer's responsibility to ensure that its Infrastructure remains compatible. M800 will do its reasonable endeavors to inform the Customer. All enhancements and future upgrades are part of the Service and as such are governed by the same terms.

**3.6** Customer must not and has no rights to use or have used the liveConnect for establishing real-time voice or video communication with any infrastructure, application and communication servers and/or controllers, systems, technology and the alike other than those owned, operated and maintained by M800

**3.7** Customer is prohibited from infringing M800's Intellectual Property Rights in any event and shall ensure at all time its own Users will not infringe M800's Intellectual Property Rights in any event. Any infringement will lead to the Service being suspended or terminated and legal proceedings will be initiated. M800 reserves all rights not expressly granted to the Customer.

#### **4. Representations and Warranties**

**4.1** Customer expressly acknowledges that the use of the liveConnect is at its own risk and such software is provided "as is" and without warranty of any kind and M800, its Affiliates and its third party suppliers expressly disclaim all warranties, terms and conditions, including, but not limited to, the implied warranties, terms and conditions of merchantability, fitness for a particular purpose, non-infringement of third party rights and satisfactory quality. Customer shall ensure at all time its own Users acknowledges that the use of the liveConnect is at its own risk and such software is provided "as is" and without warranty of any kind.

**4.2** Under no circumstances shall M800 be liable to the Customer for any damage to the Customer or its Users Infrastructure or loss of data that results from the download of any such liveConnect component/Source Codes whether such download is operated by the Customer or by M800 at the request of the Customer (professional service).

**4.3** MIPS liveConnect Service is exclusively designated for business use and must be used accordingly. Customer Administrator will receive is assigned particular password and login which he shall be responsible for keeping confidential and secure. Customer Administrator will then be able to create the passwords and logins for each Agent.

**5.** Customer undertakes to use the Service pursuant to the MSA or M800 General Terms, M800 Privacy Policy and Conditions whichever applies and in compliance with any and all applicable laws. Customer is aware of the risks and threats inherent to electronic data transmission and bears full responsibility for all contents, phrases and entries added to the Network in connection with the use of the Service.