



## Order Form

### LiveView Technologies & Sendoso Sending Platform Pricing Proposal

Prepared By: Pren Rapaj (pren.rapaj@sendoso.com)  
 Sendoso Plan: Essential  
 Date Issued: 03-31-2023  
 Proposal Valid Through: 03-31-2023

#### Sendoso Platform & Users

Product	Quantity	# Months	Start Date	End Date	List Price	Discount %	Net Price
Essential Plan (Platform Fee)	1	24	05-03-2023	05-02-2025	\$40,000.0008	48%	\$20,798.75
Per Sender / Per Month Fee	40	24	05-03-2023	05-02-2025	\$27,840.00	31.03%	\$19,201.25
Total List Price:							\$67,840.00
Total Discount:							41.04%
<b>Grand Total:</b>							<b>\$40,000.00</b>

#### Selected Plan Features Included:

- Unlimited Sends Per Year
- Two Integrations
- Sending Fulfillment Center (SFC) Access - Domestic
- eGifts - Domestic & International
- Basic Shipping SLAs
- Ten Message Templates
- Basic Support
- Sendoso University
- Standardized Packaging

#### Sales Notes:

Happy Sending!

#### Contract Additional Details:

Additional users not included in this plan can be added at a rate of \$29/user/month

Account Balances are invoiced monthly or as needed, due upon receipt

This agreement will NOT auto-renew at the end of the defined contract term.

**All terms outlined in this Order Form contingent on agreement signature on or before 03-31-2023.**

Net Payment Terms:	Net 30
Invoicing Terms (Invoice Frequency):	Multi-Year Up Front

**Account Payable Details:**

Billing Contact Name:	Accounts Payable
Billing Contact Email (AP Preferred):	ap@lvt.com
Purchase Order Required?:	
PO Number (If Applicable):	

**Sendoso Terms of Service:**


This Order Form (“**Order Form**”) between Sender, Inc. (“**Sendoso**”) and the Customer listed below (“**Customer**”) is made in connection with and includes, incorporates, and is subject to the terms of the SaaS Agreement between Sendoso and the Customer, which can be found attached (the “**SaaS Agreement**”). Any terms used herein and not defined will have the meanings given to them in the SaaS Agreement. If there is a conflict between the terms of this Order Form and the SaaS Agreement, the terms of this Order Form will govern.

**LiveView Technologies:**

DocuSigned by:  
  
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**Name:** Bryce Higbee  
**Title:** General Counsel  
**Date:** 3/31/2023

**Sender, Inc. dba Sendoso:**

DocuSigned by:  
  
F3AB7CC8C87F465...

**Name:** Bryan Seltzer  
**Title:** EVP Sales  
**Date:** 3/31/2023

## Sender, Inc. Terms of Service

These Terms and Conditions (the “**Terms**”) are effective upon execution of an Order Form referencing these Terms (each, a “**Order Form**” and together with these Terms, the “**Agreement**”), by and between Sender, Inc. (“**Sendoso**”) and the party named as Customer in the Order Form. The Agreement governs the provision by Sendoso to the Customer of access to the web based service described at [www.sendoso.com](http://www.sendoso.com), as it may be updated from time to time in Sendoso’s sole discretion (the “**Service**”). The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior communications and agreements.

### 1. Sendoso Service.

**1.1 Access to the Service.** During the Term and subject to Customer’s compliance with the terms of this Agreement, Sendoso shall provide Customer with non-exclusive access to the Service and grants Customer the right to access and use the Service solely for its own business purposes.

**1.2 Users.** Access to the Service is made available on a per seat model, with each user (a “**User**”) having unique log-in credentials. Customer will ensure that Users maintain the confidentiality of their log-in credentials and will be responsible for Users’ compliance with this Agreement.

**1.3 Professional Services.** Sendoso and Customer may additionally agree upon the provision by Sendoso of professional services relating to the implementation or other support of Customer’s use of the Service, as set forth in a Statement of Work referencing this Agreement (“**Professional Services**”).

### 2. Billing and Payments.

**2.1 Pricing Structure.** The pricing model for the Service has the following components: (i) a per user license fee (the “**License Fee**”); (ii) a pre-paid account balance (an “**Account Balance**”) which is drawn against for Customer’s purchase of inventory, pick and pack services, gift cards, shipping and handling in connection with its orders via the Service, duties VATs, customs and other taxes, and return fees and fees for rejected shipments (“**Send Fees**”) and (iii) fees for Professional Services (“**Professional Service Fees**”) and together with License Fees and Send Fees, “**Fees**”). If there is not a sufficient amount of money available on Customer’s Account Balance at the time Customer incurs Send Fees, Sendoso may, in its discretion (i) refuse to complete the requested send, or (ii) bill Customer at such time for the required Send Fees. Fees charged are as-described on the applicable Order Form and are not refundable. Account Balances expire at the end of the Subscription Term set forth in the Order Form.

**2.2 Modifying Your Subscription.** If you choose to add additional Users or upgrade your plan, any incremental cost will be prorated over the remainder of the then-current Subscription Term, payable upon the date of such change. For each subsequent Subscription Term, unless otherwise agreed in writing, your subscription will renew with the total number of users, including users added during the prior Subscription Term. There are no refunds or credits for plan downgrades, reductions in number of Users or unused Account Balance.

**2.3 Late Charges.** Late payments are subject to interest charges of 1% per month, or if lower, the maximum amount allowed by law.

**2.4 Taxes.** Customer is solely responsible for payment of any taxes resulting from the use of the Service. If any such taxes are required to be withheld, Customer shall pay an amount to Sendoso such that the net amount payable to Sendoso after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement.

**2.5 Billing Disputes.** Customer agrees that it shall notify Sendoso within 60 days of receipt of an invoice from Sendoso if it intends to dispute the amounts owed under such invoice, and that after 60 days all undisputed invoices will be deemed to have been accepted.

### 3. Sendoso Service.

Sendoso Intellectual Property Rights & Restrictions. Sendoso shall retain all intellectual property rights in

the Service, including any and all derivatives, changes and improvements thereof, and Customer agrees that it obtains no intellectual property rights or licenses by this Agreement except those expressly granted herein. Customer hereby grants Sendoso a non exclusive, perpetual, irrevocable, royalty-free license to any ideas, suggestions, feedback, gift ideas or categories, or service improvements given by Customer pertaining to the Service. Customer shall (i) not attempt to infiltrate, hack, reverse engineer, decompile, or disassemble the Service; (ii) not represent that it possess any proprietary interest in the Service; (iii) not directly or indirectly, take any action to contest Sendoso's intellectual property rights or infringe them in any way; and (iv) except as specifically permitted hereunder, not use the name, trademarks, trade-names, and logos of Sendoso.

#### **4. Customer Content and Inventory.**

**4.1 Ownership.** All data, information, files or other materials and content that Customer makes available to Sendoso for the purpose of utilizing the Service ("**Customer Content**") shall remain the sole property of Customer.

**4.2 License to Sendoso.** Customer hereby grants Sendoso a worldwide, non-exclusive, royalty-free, license to use, copy, reproduce, distribute, prepare derivative works of, display and perform any and all Customer Content, to the extent required to perform the Service and, in the case of customer-designed items sent by Customer via the Service, to make such designs available to other Sendoso customers, provided that that no such use allows any third party to identify Customer or its Users in any manner.

**4.3 Inventory.** As a part of the Service, Customer may purchase inventory to be sent via the Sendoso Service and such inventory may be stored at warehouse facilities operated by Sendoso. Sendoso holds such items on behalf of Customer and at no time does title pass from Customer to Sendoso. Sendoso will not be liable to Customer for damage to such inventory in shipping or storage except in the case of gross negligence or willful misconduct by Sendoso.

#### **5. Confidentiality.**

**5.1 Nondisclosure.** Each party (each a "**Receiving Party**") agrees that it shall use and reproduce the Confidential Information of the other party (the "**Disclosing Party**") only for purposes of exercising its rights and performing its obligations under this Agreement and only to the extent necessary for such purposes and shall restrict disclosure of such Confidential Information to the Receiving Party's employees, consultants, or advisors who have a need to know and who are bound by obligations of confidentiality and nonuse at least as protective of such information as this Agreement and shall not disclose such Confidential Information to any third party without the prior written approval of the Disclosing Party. The foregoing obligations shall be satisfied by the Receiving Party through the exercise of at least the same degree of care used to restrict disclosure and use of its own information of like importance, but not less than reasonable care. Notwithstanding the foregoing, it shall not be a breach of this Agreement for the Receiving Party to disclose Confidential Information if compelled to do so under law, in a judicial or other governmental investigation or proceeding, provided that, to the extent permitted by law, the Receiving Party has given the Disclosing Party prior notice and reasonable assistance to permit the Disclosing Party a reasonable opportunity to object to and/or limit the judicial or governmental requirement to disclosure. "**Confidential Information**" means all information of a party disclosed to the other party, regardless of the form of disclosure, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation and without the need to designate as confidential, the terms and conditions of this Agreement.

**5.2 Exceptions.** Notwithstanding anything to the contrary herein, neither party shall be liable for using or disclosing information that such party can prove: (i) was publicly known at the time it was disclosed or has become publicly known through no fault of the Receiving Party; (ii) was known to the Receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of

disclosure; (iii) is disclosed with the prior written approval of the Disclosing Party; (iv) was independently developed by the Receiving Party without any use of the Confidential Information, as demonstrated by files created at the time of such independent development; (v) becomes known to the Receiving Party, without restriction, from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights; or (vi) is disclosed generally to third parties by the Disclosing Party without restrictions similar to those contained in this Agreement.

## **6. Representations and Warranties.**

### **6.1 Warranties.**

**6.1.1** Each party represents and warrants that (a) this Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, and (b) its execution and delivery of this Agreement and its performance hereunder will not violate any applicable law, rule or regulation.

**6.1.2** Customer additionally represents and warrants that (a) the Customer Content does not infringe upon any third party's proprietary rights, including intellectual property rights (b) Customer will use the Service in compliance with all applicable laws and regulations, including laws applicable to the jurisdictions in which they send items via the Service, and any corporate gifting policies to which its recipients are subject.

**6.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED HEREIN, SENDOSO PROVIDES THE USAGE OF THE SERVICE TO CUSTOMER ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE WHETHER ALLEGED TO ARISE BY LAW, BY USAGE IN THE TRADE, BY COURSE OF DEALING OR COURSE OF PERFORMANCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SENDOSO DOES NOT WARRANT THAT (I) THE SERVICE OR ANY SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED WITHOUT MISTAKE OR INTERRUPTION OR (II) THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR BUSINESS RESULTS BY USE OF THE SERVICE.

### **7. Indemnification.**

**7.1 Customer's Indemnities.** Customer shall defend, indemnify and hold harmless Sendoso and its officers, directors, consultants, employees, successors and permitted assigns, from and against any third party claim, suit or proceeding and all resulting damages, costs, losses, awards and reasonable attorneys' fees (collectively, a "Claim"), arising out of or relating to (a) the use or display of any Customer Content; (b) Customer's breach of its warranties under Section 6.1 of this Agreement; (c) Customer's use of the Service in any manner that violates this Agreement or applicable laws, rules or regulations or (d) any harm suffered or alleged to be suffered by any third party caused by or in connection with items sent by Customer via the Service.

**7.2 Sendoso's Indemnities.** Sendoso shall defend, indemnify and hold harmless Customer and its officers, directors, consultants, employees, successors and permitted assigns, from and against any Claim arising out of or relating to an allegation that the Service infringes any intellectual property right of a third party.

### **8. Limitation of Liability.**

**8.1 EXCLUSION OF DAMAGES.** IN NO EVENT WILL SENDOSO BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT SENDOSO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (B) ANY DAMAGES CAUSED BY CUSTOMER'S USE OF THE SERVICE OR IN

CONNECTION WITH ITEMS SENT BY CUSTOMER; (C) ANY DAMAGE TO INVENTORY HELD BY SENDOSO ON BEHALF OF CUSTOMER (EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY SENDOSO).

**8.2 MAXIMUM AGGREGATE LIABILITY.** SENDOSO'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO SENDOSO DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

## **9. Term; Termination.**

**9.1 Term.** This Agreement shall commence on the Effective Date and shall remain in effect for so long as there is a valid Order Form in effect or until terminated as provided herein (the "**Term**"). Unless otherwise specified in the Order Form, each Order Form will automatically renew for successive 12 month terms unless notice of non-renewal is given by either party at least 30 days prior to the end of the then-current Subscription Term.

**9.2 Term.** Either party may terminate this Agreement (i) for the other party's material breach, if the breaching party does not cure such breach within 30 days after receipt of written notice specifying in detail the nature of the breach, effective upon the expiration of such 30 day period, or (ii) upon notice if the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

**9.3 Effect of Termination.** Effect of Termination. Upon termination or expiration of this Agreement, Customer will immediately cease use of the Service and this Agreement shall terminate and be of no further force or effect, provided that the following provisions shall survive any expiration or termination of this Agreement: (i) the obligation of Customer to pay fees incurred prior to termination; (ii) Section 3 (Sendoso Intellectual Property Rights & Restrictions), (iii) Section 5 (Confidentiality); Section 6.2 (Disclaimer of Warranties); Section 7 (Indemnification); Section 8 (Limitation of Liability); and Section 10 (Miscellaneous).

## **10. Miscellaneous.**

**10.1 Amendments.** These terms may be amended by Sendoso from time to time in its sole discretion. In the event of such an amendment, Sendoso will notify Customer of such update via email and provide Customer 30 days to object to such amendment. If Customer does not object within such period, the amended terms will be effective with respect to Customer upon the end thereof. If Customer does object, the terms in effect immediately prior to such amendment will remain in effect until the end of the then-current Subscription Term, and the amended terms will go into effect upon the beginning of the next Subscription Term, if the agreement is renewed pursuant to the terms of the Order Form.

**10.2 Governing law.** This Agreement is governed by the laws of the State of California, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the state and federal courts in San Francisco, California, and each party irrevocably submits to the jurisdiction of such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**10.3 Class Action Waiver.** Both parties agree that all claims brought against the other must be brought in such party's individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding, except to the extent such restriction is prohibited by applicable law.

**10.4 Assignment.** Neither party may transfer or assign its rights or obligations under this Agreement to any third party without the prior written approval of the other party, except for an assignment to an affiliated company or to a successor in connection with a merger, acquisition, reorganization or sale of substantially all of its assets or voting securities. Any purported assignment contrary to this section shall

be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**10.5 Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when sent by email.

**10.6 Relationship of Parties.** The parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. Neither party shall hold itself out as an agent of the other party. This Agreement will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

**10.7 Severability.** If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

**10.8 Force Majeure.** Except for payment obligations under this Agreement, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.

**10.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**10.10 Publicity.** Either party may issue publicity or general marketing communications concerning its involvement with the other party, subject to such other party's prior written/verbal approval, which shall not be unreasonably withheld or denied; provided, that Customer hereby approves the display by Sendoso of Customer's name and logo on its website and in marketing materials, subject to Customer's right to revoke such approval upon written notice to Sendoso.