



Wowza™ Media Systems, LLC
7171 West Alaska Drive, Lakewood, Colorado 80226 USA
www.wowza.com

WOWZA ORDER FORM TERMS

Wowza Order Form Terms

These Wowza Order Form Terms (“**Terms**”) are the sole and exclusive terms and conditions that govern Wowza Media Systems, LLC (“**Wowza**”) order forms (each, an “**Order Form**”, and collectively, “**Order Forms**”), and the purchase and use of products and services sold or provided by Wowza to the customer identified on an Order Form (“**Customer**”). These Terms incorporate by reference any Order Form or document referencing these Terms. Notwithstanding anything to the contrary in any document or communication from Wowza, these Terms may only be modified or superseded by a written document signed by a Wowza official authorized to legally bind Wowza.

1. The products and services in the Order Form are collectively referred to as the “**Deliverables**”. The Order Form is issued pursuant to and incorporates one or more of the following Deliverable-specific terms and conditions for respective Deliverables, each of which is posted to www.wowza.com/legal (the following agreements, collectively, “**Agreement**”):
 - a. The Wowza End User License Agreement (“**EULA**”) for Wowza software products;
 - b. The Wowza Terms of Use (“**TOU**”) for Cloud and related video platform services including Wowza Streaming Cloud, and Wowza Video platforms; and
 - c. The Professional Services Agreement (“**PSA**”) for professional services delivery.
2. By signing an Order Form, Customer hereby agrees to order from Wowza the Deliverables in such Order Form, and to make the purchase and payment commitments described therein. The person signing on behalf of Customer hereby represents and warrants to Wowza that they are duly authorized to execute this Order Form and bind Customer to its terms. Customer acknowledges and agrees that the fees described in this Order Form are committed for the term of this Order Form and become payable according to what is listed in the Order Form. Except as specifically provided in an Order Form to the contrary, all payments are non-refundable. Any products, services, or features not described in an Order Form are unaffected by such Order Form.
3. Unless specifically noted otherwise in an Order Form, the order of precedence of documents—and the order of precedence by which any conflict or ambiguity between documents will be resolved—is as follows: first, these Terms; second, the Agreement; and third, any Order Form(s).
4. **AUTOMATIC RENEWAL OF SUBSCRIPTIONS AND COMMITMENTS; PRICING CHANGES.** Unless an Order Form specifically provides otherwise, all Order Forms and the products, features, services, and purchase commitments described therein, automatically renew for consecutive periods matching the respective duration for each product, feature, or service’s initial period described in such Order Form (each, an “**Initial Term**”), unless either party provides the other with written notice of its intent to not renew at least 30 days prior to the end of the relevant Initial Term or then-current renewal period. Unless specifically provided otherwise in an Order Form, Wowza may update pricing upon notice to Customer by providing notice of such pricing change at least forty-five (45) days prior to the end of the then-current Initial Term or term if such pricing change will take effect at the beginning of the subsequent term, or by providing Customer the opportunity to cancel for a period of at least thirty (30) days following notice of such pricing change from Wowza.