

SNAPSTREAM AGREEMENT

Last Revision: February 17, 2023

This Agreement is between SnapStream Media, Inc., a Texas corporation with offices at 3701 Holmes Rd. Houston, TX 77051, on behalf of itself and its subsidiaries and affiliates (collectively, “SnapStream”), and the Customer (defined herein) that signs (or electronically acknowledges) an Order Form (defined herein). The Agreement is effective as of the date the last party signs (or electronically acknowledges) the applicable Order Form (“Effective Date”).

1. DEFINITIONS

Capitalized terms have the meanings described in this Section or in the body of the Agreement.

“Agreement” means this SnapStream Agreement and any associated Order Forms (unless otherwise required by context).

“Cloud Customer” means any Customer for whom SnapStream manages the applicable SnapStream Server Appliance using a third-party cloud services provider.

“Customer” means any individual person or legal entity that signs (or electronically acknowledges) an Order Form under this Agreement to order the Service, SnapStream Software and/or Hardware, including, without limitation, a Cloud Customer.

“Customer Data” means all electronic data or information that Customer submits to the Service.

“Hardware” means SnapStream computer equipment running SnapStream Software, which may include, without limitation, a SnapStream Server Appliance, a SnapStream Encoder or any other computer equipment provided by SnapStream to Customer.

“MTH Service” means SnapStream’s managed television hosting service, which is an add-on service that may be ordered by a Cloud Customer.

“Order Form” means any and all SnapStream ordering document(s) associated with this Agreement, which shall be signed or otherwise electronically accepted by both parties.

“Service” means SnapStream’s proprietary software technology, which is intended for recording, distributing, searching and creating clips from linear video, including broadcast television sources.

“SnapStream API” means the application programming interface supplied as part of the SnapStream Software that allows other software products to communicate with or call on the SnapStream Software and Service.

“SnapStream Encoder” means Hardware provided by SnapStream that takes a video source (e.g. SDI, Component, etc.) and turns it in a digital signal which can then be fed to another SnapStream device or service.

“SnapStream Server Appliance” means the primary server Hardware provided by SnapStream on which SnapStream Software and the SnapStream API is installed and which is designed to be plugged into Customer’s existing network.

“SnapStream Software” means SnapStream’s proprietary software technology, including the SnapStream API, which is operable on the Hardware and intended for recording, distributing, searching and creating clips from linear video, including broadcast television sources.

“SnapStream Source Acquisition Service” means an add-on service that may be ordered by a Cloud Customer whereby SnapStream will, on behalf of Customer, make one or more Sources identified by Customer available to Customer for use in connection with the Service.

“Source” means any content identified by Customer that it desires to have SnapStream make available to it in connection with the use of the Service.

“Source Terms” means any all applicable terms and conditions (such as, without limitation, terms of service or terms of use) that govern the access to and use of a Source and the content provided by the Source.

“Term” means the initial period of Customer’s subscription to the Service or the SnapStream Software as specified in the Order Form, along with any Renewal Terms (as defined in Section 10), unless earlier terminated in accordance with Section 10 (Term and Termination).

“User” means an employee or independent contractor of Customer that Customer authorizes to use the Service, SnapStream Software and/or Hardware on Customer’s behalf.

2. HARDWARE AND SNAPSTREAM SOFTWARE

2.1 Hardware: During the Term, SnapStream shall provide Customer with the Hardware specified in the Order Form (if any).

2.2 Title to Hardware: Title to Hardware shall remain with SnapStream and does not pass to Customer. All Hardware is leased (not sold) to the Customer during the Term. Upon expiration or termination of this Agreement, Customer shall, at SnapStream’s expense, return all Hardware to SnapStream in accordance with instructions provided

by SnapStream. If Customer fails to return Hardware within a reasonable time following expiration or termination of this Agreement, SnapStream reserves the right to reclaim any Hardware provisioned in the Customer environment, at Customer's expense.

2.3 SnapStream Software License: During the Term, subject to all of the terms and conditions of this Agreement (including the payment of all Fees), SnapStream grants to Customer a worldwide, non-exclusive, royalty-free, non-sublicensable, non-transferable (except as described in Section 14.4 (Assignment) license to use SnapStream Software solely on Hardware provided or managed by SnapStream and only for its lawful intended purpose and Customer's internal business use.

2.4 SnapStream Software Updates: SnapStream reserves the right to modify and/or update the SnapStream Software from time to time in its sole discretion. Updates to the SnapStream Software will be made available to Customer during the Term when they are made generally available by SnapStream. Customer agrees to install all provided software updates on Hardware in its possession and control within a reasonable time after SnapStream provides the update to Customer. For clarity, SnapStream will install software updates on Hardware that it manages for a Cloud Customer automatically as they become available.

3. SERVICE

3.1 Provision of Service: During the Term, SnapStream shall provide Customer with access to the Service via the SnapStream Server Appliance.

3.2 Service Uptime: The Service shall have a minimum of 99.9% Uptime during any calendar month during the Term ("Uptime Minimum"). "Uptime" means the availability of the Service, excluding lack of availability due to Customer causes, downtime for maintenance, or a force majeure event. In the event that the actual Service Uptime

during any calendar month is less than the Uptime Minimum, then, upon written notice from Customer to SnapStream, Customer shall (as its exclusive remedy) be entitled to a pro rata reimbursement of pre-paid Fees for the applicable calendar month based on the extent that the actual Uptime is less than the Uptime Minimum.

3.3 MTH Service: If a Cloud Customer also orders the MTH Service, SnapStream shall provide Customer with access to the MTH Service during the Term. The additional MTH Service Terms set forth on Addendum 1 attached hereto shall apply to any Cloud Customer that also orders the MTH Service.

3.4 SnapStream Source Acquisition Service: If a Cloud Customer also orders the SnapStream Source Acquisition Service, SnapStream shall provide Customer with that service during the Term. The additional SnapStream Source Acquisition Service Terms set forth on Addendum 2 attached hereto shall apply to any Cloud Customer that also orders the SnapStream Source Acquisition Service.

4. SUPPORT

4.1 Support Limited to Term: SnapStream shall provide the support described in this Section 4 only during the Term of this Agreement.

4.2 Remote Support: SnapStream shall provide Customer with remote technical support for the Service, SnapStream Software and Hardware, which the Customer can access by calling SnapStream or by submitting a support ticket via SnapStream's website. SnapStream shall respond with suggested fixes via phone or e-mail in no more than two business days.

4.3 On-Site Support: If remote support is unsuccessful, SnapStream shall provide a technician to the Customer's location within a commercially reasonable time. Customer agrees that SnapStream reserves the right to invoice the Customer for on-site support.

4.4 Hardware Failure: If SnapStream diagnoses a Hardware failure during the Term, SnapStream shall fix the Hardware by replacing any defective components or will provide replacement Hardware depending on the circumstances.

4.5 Customer Cooperation: Customer agrees to provide all information requested by SnapStream when providing support, and Customer agrees to perform suggested fixes provided by SnapStream. If necessary, Customer agrees to allow SnapStream to remotely access the Hardware and perform any necessary actions required to diagnose and fix any problem.

4.6 Limitations on Support: SnapStream is not liable for problems resulting from negligence, abuse, or misuse of the Hardware; electrical disturbances; improper maintenance or operating environment; acts of nature; any alteration or modification to the Hardware performed by someone other than SnapStream; cosmetic damage to the Hardware; problems arising from the use of any third party products and services; or the loss of data (including Customer Data) resulting from a failure of the Hardware.

5. RESPONSIBILITIES AND RESTRICTIONS

5.1 Customer Responsibilities: Customer shall: (i) cause Users to comply with this Agreement; (ii) cooperate with SnapStream so that SnapStream can provide the Service, the SnapStream Software and/or the Hardware, including using reasonable efforts to make people and information available; (iii) be responsible for the Customer Data, except for SnapStream's obligations described in Section 7 (Confidentiality); (iv) use reasonable efforts to prevent unauthorized access or use of the Service, the SnapStream Software and/or the Hardware and promptly notify SnapStream if Customer discovers any unauthorized access or use; and (v) use the Service, the SnapStream Software and/or the Hardware and the data generated thereby only in

accordance with this Agreement and applicable laws, rules and regulations, only for their lawful intended purposes and only for Customer's internal business use.

5.2 Restrictions: Only Users may use the Service, the SnapStream Software and/or the Hardware and only with the account credentials issued to that User. Users may not share their account credentials. Customer will not, directly or indirectly, and will not permit any third party, to: (i) use the Service, the SnapStream Software and/or the Hardware, except as expressly authorized under this Agreement; (ii) interfere with or disrupt the integrity or performance of the Service, the SnapStream Software and/or the Hardware; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, post, transmit or otherwise make the Service, the SnapStream Software and/or the Hardware available to any third party; (iv) remove any title, trademark, copyright, or restricted rights notices or labels from the Hardware or the SnapStream Software; (v) adapt, modify, translate or create a derivative work of the Service, the SnapStream Software and/or the Hardware or any portion thereof; (vi) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Service, the SnapStream Software and/or the Hardware; or (vii) copy the SnapStream Software other than as reasonably required for Customer's own use of the Service, the SnapStream Software and/or the Hardware in accordance with this Agreement.

5.3 No third-Party Use: Customer may not use the Service, SnapStream Software and/or Hardware for the benefit of any third-party or allow any third-party to access or use the Service, SnapStream Software and/or Hardware unless expressly permitted by this Agreement. Customer may not create a service or software that allows any third party that is not a User (as defined in this Agreement) to access or use the Service, the SnapStream Software and/or the Hardware, and Customer may not use the Service, the SnapStream Software and/or the Hardware to create a software or service accessible to such third parties. More specifically, Customer agrees it will not permit any third party to

use any service or software that utilizes SnapStream APIs, except as authorized in writing by SnapStream.

5.4 Reservation of Rights: Customer's rights to access and use the Service, the SnapStream Software and/or the Hardware are limited to those rights expressly granted in this Agreement. SnapStream and its licensors reserve all right, title and interest, including all intellectual property rights, in and to the Service, the SnapStream Software and/or the Hardware, subject only to the limited rights expressly granted to Customer in this Agreement. No other rights are granted to Customer by this Agreement.

6. FEES

6.1 Fees: Customer shall pay all fees specified in the Order Form ("Fees"). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 10 (Term and Termination).

6.2 Taxes: Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes ("Taxes"). SnapStream shall include any Taxes on the Order Form or the applicable invoice. Customer shall pay any Taxes directly or to SnapStream, as required by law. If Customer is exempt from paying Taxes, Customer shall provide SnapStream with a valid tax exemption certificate. Customer is not responsible for taxes based on SnapStream's net income, property, or employees.

6.3 Invoicing and Payment: SnapStream shall invoice Customer according to the terms on the Order Form. Unless the Order Form states otherwise, Fees are due and payable net 30 days from the date of invoice. Customer shall provide SnapStream with

complete and accurate billing and contact information and promptly notify SnapStream of any changes throughout the Term.

6.4 Overdue Fees: If SnapStream does not receive all Fees by the due date, SnapStream may charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate, starting from the date the payment was due until the date paid. SnapStream reserves all rights and available remedies to collect overdue Fees from Customer, including but not limited to suspending Customer's access to the Service until all Fees are paid.

6.5 Payment Disputes: If Customer disputes an invoiced amount in good faith, Customer shall give SnapStream written notice with detailed support of the dispute within 10 business days of Customer's receipt of the invoice. If Customer fails to do so, Customer waives its right to dispute that invoice, and the invoice will be deemed accurate and valid. This Section does not waive Customer's obligation to pay all undisputed Fees.

7. CONFIDENTIALITY

7.1 Definition: "Confidential Information" means oral, electronic or written information disclosed by a party that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances of its disclosure. Customer Confidential Information includes, but is not limited to, Customer Data. SnapStream Confidential Information includes, but is not limited to, information pertaining to the features, functionality and performance of the Service, the SnapStream Software or the Hardware, pricing, and the terms of this Agreement. Confidential Information does not include information that: (i) is now or becomes generally known or available to the public without breach of this Agreement by the receiving party (the "Recipient"); (ii) was acquired by the Recipient without restriction on its use or

disclosure before the information was received from the disclosing party (the “Discloser”); (iii) is obtained by the Recipient without restriction on its use or disclosure from a third party authorized to make the disclosure; or (iv) is independently developed by the Recipient without using or referring to the Discloser's Confidential Information.

7.2 Protection of Confidential Information: The Recipient may only use the Discloser’s Confidential Information in connection with the performance of its obligations or the exercise of its rights under this Agreement. The Recipient shall maintain the confidentiality of the Discloser’s Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information (including but not limited to maintaining reasonable administrative, physical, and technical safeguards) and no less than a reasonable degree of care. The Recipient shall not disclose any of the Discloser’s Confidential Information, except to Recipient’s directors, officers, employees, contractors and agents who need to know the information for Recipient to perform its obligations or exercise its rights under this Agreement or in connection with an event described in Section 14.4 (Assignment), in which case Recipient shall cause these recipients to agree to and abide by commercially reasonable confidentiality terms that are at least as protective and the terms of this Section 7. Each party has the right to obtain an injunction (without having to post a bond) to prevent any breach or continued breach of this Section 7.

7.3 Compelled Disclosure: If the Recipient is required by law or a valid court or government order to disclose any of the Discloser’s Confidential Information, then (to the extent permitted under law) the Recipient shall promptly notify the Discloser in writing of the required disclosure so that the Discloser may seek to protect its Confidential Information. The Recipient shall cooperate with the Discloser in seeking such protection. If the Recipient is required to disclose the Discloser’s Confidential Information, it shall disclose only the portion of the Confidential Information legally

required and shall use reasonable efforts to obtain reliable assurances that the Confidential Information will be treated confidentially to the maximum extent possible.

7.4 Data Security for Cloud Customers: This Section 7.4 applies only to a Cloud Customer. For any Cloud Customer, SnapStream will maintain and enforce physical and logical security procedures with respect to its access and maintenance of the Hardware that is hosted and managed by SnapStream (e.g. the SnapStream Server Appliance), and any Customer Confidential Information contained therein, and provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing and nature of the Customer Confidential Information. SnapStream shall notify any Cloud Customer in writing immediately (within 48 hours of becoming aware or being notified) of any actual or suspected unauthorized disclosure, access, acquisition, or use of any Customer Data, whether or not due to fault or breach by SnapStream or its agents or subcontractors ("Privacy Incident"). SnapStream shall be responsible and liable for any Privacy Incident to the extent caused by or arising out of: (a) SnapStream's or its agents' or subcontractors' acts, omissions, negligence, or misconduct; or (b) any violation of this Agreement or applicable laws, including without limitation pertaining to privacy or data security ("SnapStream Data Breach"). SnapStream shall promptly investigate any SnapStream Data Breach and/or any other Privacy Incident and attempt to determine the cause and mitigate against future occurrences, all in coordination with Cloud Customer. To the extent that a SnapStream Data Breach gives rise to a need under applicable law or industry standards to (i) provide notification to public authorities, individuals, or other persons, or (ii) undertake other remedial measures, including notice, credit monitoring services and the establishment of a call center to respond to inquiries (each of the foregoing a "Remedial

Action"), SnapStream shall, at Cloud Customer's reasonable request, timely undertake such Remedial Actions at SnapStream's expense.

8. PROPRIETARY RIGHTS

8.1 SnapStream: SnapStream and its licensors presently own and will continue to own all worldwide right, title and interest in and to the Service, the SnapStream Software and the Hardware, including all worldwide intellectual property rights therein.

8.2 Customer Data Ownership and License: Customer owns all rights, title and interest in and to Customer Data. Customer grants SnapStream a worldwide, non-exclusive, royalty-free, non-sublicensable, non-transferable (except as described in Section 14.4 (Assignment)) right to access and use the Customer Data to provide the Service and Hardware to Customer and to monitor and improve the Service and Hardware for all of SnapStream's customers. SnapStream will not use (or permit any third party to use) Customer Data outside of this scope, and SnapStream will not sublicense, sell, rent, lend, or lease Customer Data to any third party. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Service after the Term.

8.3 Blind Data: Section 8.2 notwithstanding, SnapStream may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "Blind Data"). Blind Data will be owned solely by SnapStream and may be used for any lawful business purpose without a duty of accounting to Customer. "Aggregated Data" means data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer's identity.

8.4 Feedback: If Customer provides Feedback, Customer grants to SnapStream a worldwide, perpetual, irrevocable, sub-licensable, royalty-free, transferable license to use the Feedback in any or all of SnapStream’s services or products. “Feedback” means recommendations, suggestions, enhancement requests or other feedback or any ideas, technology, developments, derivative works or other intellectual property related to the Service, Hardware, or SnapStream Software or any services or products provided by SnapStream.

8.5 Trademarks: Neither party shall use any trademark, service mark, trade name, or logo of the other party without that party’s prior written consent; except that, during the Term, SnapStream may include Customer’s name, logo and success stories in SnapStream’s website, press releases, promotional and sales literature, and lists of customers.

9. NIELSEN SOFTWARE

9.1 Scope: This Section 9 pertains to Customers that are additionally “Nielsen Customers.” A “Nielsen Customer” is a customer in the United States who: (i) is a party to an in-force services agreement with Nielsen Company (US), LLC (“Nielsen”) under which Nielsen provides audience measurement services that use Nielsen’s Software as part of the SnapStream Software; and (ii) who have received a Source Identification (SID) from Nielsen.

9.2 Nielsen Software: “Nielsen Software” includes Nielsen’s proprietary software development kit (“SDK”), Version Decoder SDK Monitor v1.2 for decoding watermarks encoded or embedded into an audio stream; all related software libraries, files, tools, and any one or more parts, portions, features and/or functions thereof and interfaces thereto; and related information and updates.

9.3 Use of Nielsen Software: SnapStream is currently licensed to provide the Nielsen Software along with the SnapStream Software or Hardware. Nielsen Customers may use the Nielsen Software with the SnapStream Software or Hardware, subject to the conditions in Section 9.4.

9.4 Condition on Use of Nielsen Software: (i) Nielsen Customers may use the Nielsen Software with the SnapStream Software and Hardware, but only to decode watermarks for their SIDs from the broadcast audio stream of their programming and/or the authorized advertiser programming accompanying their programming, solely for the purpose of verifying the encoding of watermarks. Nielsen Customers may not use Nielsen Software to decode watermarks in the audio stream of other Nielsen Customers.

(ii) Nielsen Customers agree that the Nielsen Software is owned by Nielsen, and that they will not use the Nielsen Software except with the SnapStream Software or Hardware. Nielsen Customers shall not, and shall not allow any third party to: (a) rent, lease, loan, license, sublicense, distribute, transfer, publish, display, disclose, or permit access to the Nielsen Software; (b) copy, reproduce, modify, change, alter or update any Nielsen Software or any part thereof; (c) access, reverse engineer, decompile, translate, adapt, disassemble, decrypt or otherwise use any process to discover the source code of Nielsen Software or watermarks; (d) engage in decoding distortion, including distortion of watermarks, or the distortion, alteration or any modification of Rating; (e) remove, alter or modify any identifying mark, copyright, or other proprietary notice of Nielsen or its licensors; (f) attempt to obtain the name, location of, or contact, any Nielsen panelist, household member or other person(s) furnishing data to Nielsen (“Respondent”); or (g) use or disclose any Respondent’s data (in the event that such data or information comes to its attention), and will keep all information it learns about any Respondent in confidence and will promptly notify Nielsen that such information has come to its attention.

(iii) Nielsen Customers agree that the extraction of watermarks by the Nielsen Software is not determinative of the quality of an audience measurement, analysis, research, marketing or other service related to content or its viewers (“Ratings”), which can only be provided to Nielsen Customers under a separate agreement with Nielsen. Nielsen Customers agree that nothing under this Agreement requires the provision by Nielsen of Ratings and that nothing under this Agreement shall grant any right to or affect any obligation with regard to the use of any such Ratings. Nielsen Customers agree that any watermarks extracted through use of the Nielsen Software shall be processed accurately and without modification, in accordance with Nielsen’s specifications and system requirements. Nielsen Customers agree that any log files, reports, decoded watermarks, or other output of Nielsen Software is to be used solely for the purpose of verifying the encoding of watermarks, is confidential to Nielsen, and is not determinative of the quality of an audience measurement.

(iv) Nothing contained in this Agreement shall be construed as conferring any right on Nielsen Customers to use in advertising, publicity, promotional activities or other communication, any name, trade name, trademark, trade dress or other designation of Nielsen (including any contraction, abbreviation or simulation of any of the foregoing), without the express written approval of Nielsen. Nielsen Customers shall not make any statement or representation in relation to the Nielsen Software that it knows is untrue or is calculated to harm or damage the goodwill of Nielsen.

(v) NIELSEN CUSTOMERS EXPRESSLY AGREE THAT NIELSEN SOFTWARE IS PROVIDED "AS IS" AND USE BY NIELSEN CUSTOMERS IS AT THEIR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SNAPSTREAM AND NIELSEN DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AS CONCERNS THE NIELSEN SOFTWARE. THE NIELSEN

SOFTWARE IS NOT INTENDED FOR ANY USE IN WHICH THE FAILURE THEREOF COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE. NEITHER SNAPSTREAM NOR NIELSEN WARRANTS THAT THE NIELSEN SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS OF NIELSEN CUSTOMERS, OR THAT THE NIELSEN SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, THAT THE NIELSEN SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM OR THIRD PARTY SOFTWARE, OR THAT THE NIELSEN SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

(vi) Nielsen Customer shall not directly or indirectly access, use, export, or re-export the Nielsen Software in violation of any United States or international export embargo, prohibition or restriction, and, as concerns the Nielsen Software, Nielsen Customers agree that they are subject to the export provisions of Section 13 below.

9.5 Disabling of Nielsen Software: Nielsen Customers agree that SnapStream may remotely and without notice disable use of the Nielsen Software (i) should SnapStream become aware, from Nielsen or otherwise, that a Customer has ceased to be a Nielsen Customer, or (ii) if SnapStream ceases to be licensed to the Nielsen Software.

10. TERM AND TERMINATION

10.1 Term: The Term begins on the Effective Date and ends on the Termination Date. “Termination Date” means the earlier date of: (i) the expiration or termination of the subscription term specified in the applicable Order Form (including any Renewal Terms); or (ii) termination of this Agreement under this Section 10.

10.2 Automatic Renewal: At the end of the initial subscription term and each Renewal Term, all subscriptions will automatically renew for additional, successive one-year

terms (each, a “Renewal Term”) at SnapStream’s prevailing list price, unless otherwise specified in the Order Form. SnapStream shall notify Customer in writing of an upcoming renewal no less than 90 days before the end of the initial subscription term and each Renewal Term. Either party may discontinue automatic renewal by providing the other party with written notice of non-renewal at least 60 days before the end of the applicable term.

10.3 Termination for Cause: A party may terminate this Agreement or the Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Any notice of breach must contain specific information to substantiate the alleged breach. If Customer terminates due to SnapStream’s breach, Customer’s exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If SnapStream terminates due to Customer’s breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this Section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.

10.4 Effect of Termination: Effective as of the Termination Date, Customer shall immediately cease all use of and access to the Service, the SnapStream Software and/or the Hardware. Section 2.1 (Hardware) (but only as it relates to the return of the Hardware following termination), Section 5.2 (Restrictions), Section 6 (Fees) (but only as it relates to the payment of Fees following termination), Section 7 (Confidentiality), Section 8 (Proprietary Rights), Section 10.4 (Effect of Termination), Section 12 (Limitation of Liability), and Section 14 (General Terms) will survive termination. All other rights and obligations will be of no further force or effect.

11. WARRANTIES, DISCLAIMERS, AND INDEMNIFICATION

11.1 Mutual Warranties: Each party represents that: (i) the person signing this Agreement and/or the Order Form has the authority to bind the party to the terms of this Agreement; (ii) it has the legal power to enter into this Agreement; (iii) it will comply with all applicable laws during the Term; and (iv) it will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.

11.2 Warranty Disclaimer: Except as provided in this Agreement, SnapStream does not make any representations or provide any warranties that the functions performed by the Service, SnapStream Software or Hardware will meet all of Customer's requirements, that the operation of the Service, SnapStream Software or Hardware will be uninterrupted or error free, that all defects in the Service, SnapStream Software or Hardware will be corrected, or that the Service, SnapStream Software or Hardware will be available in all languages or all countries. THE SERVICE, SNAPSTREAM SOFTWARE AND HARDWARE ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, SNAPSTREAM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR

ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD PARTY PRODUCTS.

11.3 Indemnification by Customer: Customer shall indemnify, defend and hold SnapStream (including its officers, directors, employees, representatives and agents) harmless from and against any third party claim that arises out of, or relates to, Customer's use of the Service, SnapStream Software or Hardware, including but not limited to any third party copyright claims brought against SnapStream for content recorded by Customer.

11.4 Indemnification by SnapStream: SnapStream shall indemnify, defend and hold Customer (including its officers, directors, employees, representatives and agents) harmless from and against any third party claim that arises out of, or relates to: (a) any third-party claim that the Services or the SnapStream Software, when used for their intended purpose and in accordance with this Agreement, infringes or misappropriates any third-party intellectual property right (an "Infringement Claim"); (b) any negligent or willful act or omission by SnapStream or any of its officers, directors, employees, representatives and agents in the performance of the Services; or (c) any breach of SnapStream's privacy, security, or confidentiality obligations hereunder.

11.5 Indemnification Procedures: After receipt of any notice of a third party claim that is indemnified under Section 11.3 or 11.4, the party seeking indemnification shall provide the indemnifying party notice of the third party claim (provided that failure to so notify the indemnifying party shall not relieve the indemnifying party of its indemnification obligations, except to the extent that the failure is prejudicial to the indemnifying party's ability to defend such claim or action). The party seeking indemnification shall, at the indemnifying party's expense, provide reasonable cooperation and assistance in the defense or settlement of the third party claim, and the indemnifying party shall have control over the defense and settlement of the same

(provided that the indemnified party shall be entitled to participate in the defense and settlement of the claim and to employ counsel at its own expense to assist in the handling of the claim). The indemnifying party shall not agree to any settlement or compromise affecting the financial or legal obligation of an indemnified party (including a settlement or compromise that: (a) results in any admission of guilt on the part of an indemnified party; (b) imposes any obligation or liability on an indemnified party; or (c) has a judicially binding effect on any indemnified party) without the indemnified party's prior written consent.

11.6 Infringement Claim - Injunctions. If Customer's use of the Service or SnapStream Software hereunder is, or in SnapStream's opinion is likely to be, enjoined due to an Infringement Claim, SnapStream may, at its sole option and expense: (a) procure for Customer the right to continue using such Service or SnapStream Software under the terms of this Agreement; (b) replace or modify such Service or SnapStream Software so that it is non-infringing and substantially equivalent in function to the enjoined Service or SnapStream Software; or (c) if options (a) and (b) above cannot be accomplished despite SnapStream's reasonable efforts, then SnapStream may terminate Customer's rights and SnapStream's obligations hereunder with respect to such Service or SnapStream Software and refund to Customer a pro rata portion of prepaid Fees for the remaining Term.

11.7 Infringement Claim - Exclusions. Notwithstanding the terms of Section 11.4(a), SnapStream will have no liability for, and Customer will indemnify, defend and hold SnapStream harmless with respect to, any Infringement Claim to the extent it results from: (a) modification of the Service or SnapStream Software made other than by SnapStream; (b) the combination, operation or use of Service or SnapStream Software supplied hereunder with equipment, devices or software not supplied by SnapStream to the extent such a claim would have been avoided if the Software were not used in such combination; (c) failure of Customer to use updated or modified SnapStream Software provided by SnapStream to avoid infringement; or (d) Customer's use of the Service or SnapStream Software in manner that is in breach of this Agreement.

12. LIMITATION OF LIABILITY

12.1 Limitation of Liability: IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO: (i) CUSTOMER'S PAYMENT OBLIGATIONS; (ii) ANY BREACH BY CUSTOMER OF ITS OBLIGATIONS UNDER SECTIONS 2.3 OR 5 OF THIS AGREEMENT; OR (iii) THE INDEMNITY OBLIGATIONS OF THE PARTIES UNDER SECTIONS 11.3 AND 11.4 OF THIS AGREEMENT.

12.2 Exclusion of Consequential and Related Damages: IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THE FOREGOING LIMITATIONS WILL NOT APPLY: (i) TO THE EXTENT PROHIBITED BY APPLICABLE LAW; OR (ii) TO ANY BREACH BY CUSTOMER OF ITS OBLIGATIONS UNDER SECTIONS 2.3 OR 5 OF THIS AGREEMENT.

13. U.S. GOVERNMENT MATTERS

13.1 Export Control and Related Matters: Each party represents that it is not named on any United States government list of persons or entities restricted from doing business with any United States company. Customer shall not directly or indirectly access, use, export, or re-export the Service, SnapStream Software or Hardware in violation of any United States or international export embargo, prohibition or restriction. Customer will promptly obtain and arrange for the maintenance of all non-U.S. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for performance under this Agreement.

13.2 Terms for U.S. Government Customers: This Section applies only to Customers that are U.S. government entities subject to the cited regulations (“U.S. Government Customers”). The Service, SnapStream Software and Hardware are each a “commercial item” (as defined in 48 C.F.R. 2.101) and involve the use of “commercial computer software” and “commercial computer software documentation” (as used in 48 C.F.R. 12.212). All U.S. Government Customers acquire the Service, SnapStream Software and Hardware each only as a “commercial item” and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48C.F.R. 227.72021 through 227.72024.

14. GENERAL TERMS

14.1 Dispute Resolution; Governing Law: The parties shall use good faith, reasonable efforts to resolve any dispute before initiating legal action. This Agreement shall be subject to and shall be interpreted according to the law of the State of Texas, without regard to principles of conflict of laws. Both parties consent to the exclusive personal jurisdiction of state and federal courts in Harris County, Texas for any litigation relating to this Agreement.

14.2 Notices: Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to SnapStream should be sent to legal@snapstream.com or to SnapStream at the address specified above. Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.

14.3 Force Majeure: Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change or outage not caused by the obligated party; government restrictions; or illegal acts of third parties. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

14.4 Assignment: Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

14.5 Relationship of the Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.6 Waiver: No failure or delay by either party to exercise any right under this Agreement will constitute a waiver of that right, unless expressly stated in this Agreement.

14.7 Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.

14.8 Order of Precedence: If there is a conflict or inconsistency between any Order Form and this Agreement, the Order Form (or a latest of the Order Forms if applicable) will control.

14.9 Entire Agreement; Modification by SnapStream: This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. SnapStream reserves the right to change this Agreement from time to time, and Customer agrees to be bound by such modified terms. SnapStream will provide Customer with reasonable notice of any changes to this Agreement. No terms in Customer's purchase order or other order documents (excluding Order Forms) will be incorporated into this Agreement, regardless of any terms to the contrary, and SnapStream expressly rejects all such terms.

14.10 Counterparts; Electronic Signatures: This Agreement and/or any Order Form may be executed in one or more counterparts. Each counterpart is an original. All

counterparts together form one document. The parties may sign this Agreement and any Order Form manually or through any generally acceptable electronic means. The parties expressly consent and agree to sign the Agreement and any Order Form through an electronic or digital signature service and that such a signature represents the final and binding signature of the parties and the parties' acceptance and acknowledgement of the terms and conditions set forth in the Agreement and any Order Form.

15. YOUTUBE

15.1 YouTube Terms of Service (ToS): SnapStream uses [YouTube API Services](#). All users are agreeing to be bound by YouTube's Terms of Service (ToS). To view YouTube's Privacy Policy, [click here](#). Users can revoke SnapStream's access to their data via the [Google security settings](#) page.

Addendum 1 – MTH Service Terms

These MTH Service Terms are attached to and incorporated into the SnapStream Agreement and shall apply to any Cloud Customer that orders the MTH Service.

1. If a Cloud Customer also orders the MTH Service, SnapStream shall provide Customer with access to the MTH Service during the Term.
2. Sections 4 (Support) and 5 (Responsibilities and Restrictions) of the Agreement, to the extent applicable to the Service, also apply to the MTH Service.
3. Customer agrees that, when it orders the MTH Service, it must also enter into a Joinder to the DIRECTV National Account Commercial Customer Agreement (the “**Joinder**”) with DirecTV and relating to the SnapStream National Account at DirecTV.
4. Cloud Customer acknowledges and agrees that SnapStream does not provide any warranties or service level commitments for the television service provided by any television service provider. SNAPSTREAM DISCLAIMS ALL WARRANTIES AND SERVICE LEVEL COMMITMENTS OF ANY KIND WITH RESPECT TO THE TELEVISION SERVICES, EITHER EXPRESSED OR IMPLIED. SPECIFICALLY, SNAPSTREAM DOES NOT WARRANT THAT THE TELEVISION SERVICES WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION.

Addendum 2 – SnapStream Source Acquisition Service Terms

These MTH SnapStream Source Acquisition Service Terms are attached to and incorporated into the SnapStream Agreement and shall apply to any Cloud Customer that orders the SnapStream Source Acquisition Service.

1. SnapStream Source Acquisition Service.
 - a. Customer Responsibilities. Customer will:
 - i. Identify content Sources that it desires to have access to for use of the Service in connection therewith.
 - ii. Take all steps necessary or required to establish access to any requested Source, including, without limitation, setting up an account, establishing one or more user names and passwords, reviewing and complying with all Source Terms, and paying all applicable service fees for the Source.
 - iii. Provide SnapStream with all login information and credentials necessary to provide Customer with access to a requested Source.
 - b. SnapStream Responsibilities. Subject to the other terms and conditions of the Agreement and this Addendum, SnapStream will use its commercially reasonable efforts to make Sources identified by Customer available to Customer for use of the Service in connection therewith.
2. Fees. SnapStream will charge Customer the fees set forth in applicable Order Form for the SnapStream Source Acquisition Service. Invoicing and payment for such fees will be in accordance with the Agreement.
3. Customer Indemnification. In addition to the indemnity provided by Customer at Section 11.3 of the Agreement, Customer shall indemnify, defend and hold SnapStream (including its officers, directors, employees, representatives and agents) harmless from and against any and all claims, damages, losses, liabilities, suits, judgements, actions and all expenses (including reasonable attorneys' fees) incurred by any indemnified party that arise out of, or relate to, any third party claim based upon: (a) any violation or alleged violation of any Source Terms by Customer (or by SnapStream acting on behalf of or at the direction of Customer pursuant to this Addendum); (b) Customer's use of the Service or any content from any Source in violation of any Source Terms or any applicable law, rule or regulation; or (c) Customer's use of, or alleged use of, the content from any Source in violation of any Source Terms or in a manner that infringes on the copyright (or any other intellectual property right) of any third party.

4. Disclaimer. SnapStream shall have no obligation to review any Source Terms, or to take any steps whatsoever, to ensure that SnapStream's access to and provision of any Source or Customer's use any content from any Source: (a) complies with and does not violate the applicable Source Terms or any applicable law rule or regulation; or (b) does not violate or infringe on the copyright (or any other intellectual property right) of any third party. Without limiting the foregoing sentence, SnapStream can, in its sole and absolute discretion, refuse to make a Source available to Customer.

6. No Other Modifications. Except as expressly set forth herein, the terms and conditions of the Agreement remain unmodified and in full force and effect. Any inconsistencies or conflicts between the terms and conditions of the Agreement and the terms and conditions of this Addendum shall be resolved in favor of the Addendum.