

CINNAFILM, INC.
USAGE BASED
SOFTWARE AS A SERVICE
END USER LICENSE USAGE AGREEMENT
AND SERVICE LEVEL AGREEMENT
FOR MAINTENANCE/SUPPORT, WITH GENERAL USAGE TERMS AND CONDITIONS
Version 12.16.2021
Copyright 2021, Cinnafilm, Inc., all rights reserved

This Software License Agreement (“Agreement”) by and between Licensee (“Customer”, “Licensee”, “End User”, “you”, “your”) and Cinnafilm (“Cinnafilm”), Inc, a New Mexico corporation with its primary place of business located at 610 Gold Ave SW, Suite 110, Albuquerque, NM 87102 (“Cinnafilm”), is effective as of the original date the Cinnafilm Technology (“Software”) license key was initially activated (the “Effective Date”), and during any usage time of the license key(s), as granted by Cinnafilm. The following terms shall apply for all usage of the Software by the Customer in all configurations, and to all monies exchanged for access or rights to the Software.

This Agreement permits Customer access to use a temporary, time-limited license copy or copies of the Software and shall govern Customer’s entire purchase and usage on the Effective Date or Dates (dates of usage), as well as any past and future purchases or uses made by the same Customer. Full acceptance of this agreement is required to use the Software in all cases.

This Agreement includes and incorporates the Terms and Conditions, Support Services Agreement on the Effective Dates and any other attachments hereto, and contains, among other things, warranty disclaimers, liability limitations and usage limitations. Violation of any terms of this agreement will result in the loss of all associated license rights. This agreement only pertains to Cinnafilm technology and any associated third parties as referenced herein.

These terms are agreed to as of the Effective Date by the authorized representative of each party by completion of this software installation. This document may only be modified or amended by an executive officer of Cinnafilm, Inc, in writing.

1. Definitions.

Agreement: means this Software License Agreement, including all associated Terms and Conditions, any attachments executed by Cinnafilm and Customer which reference this Agreement.

Cloud: means any placement of Cinnafilm or Cinnafilm-relevant 3rd party software on cloud-based, virtual-machine infrastructure, whether public or private.

Content: means media processed by Cinnafilm Software. Also “media”, “video”.

Documentation: means any technical specification documentation generally made available by Cinnafilm to its customers with regard to the Software, or additional documentation related to a joint offering from Cinnafilm Resellers or Integrators.

Hardware: means the hardware product recommended or specified by Cinnafilm which fully meets Cinnafilm technical requirements. Cinnafilm does not sell or provide warranty on hardware, including any cloud-based hardware.

Order Form: means an Order Form executed by Cinnafilm and Customer which references the Terms and Conditions set forth in this document. Order Forms include web-based order entry which specifically request the usage of Cinnafilm technology on a time-limited basis in a Cloud environment. Order forms may also be short term order forms provided in the GUI to execute commands (ie purchasing mechanisms for SaaS solutions), or executed Purchase Orders made by the Customer to Cinnafilm for usage credits.

Reseller: means any partner of Cinnafilm that has sold or integrated Cinnafilm software products – retail or OEM. If the transaction is between the end user and Cinnafilm, for example, via SaaS offerings, there is no Reseller. If the Reseller purchases the license(s) from Cinnafilm, they are the Customer until the license is resold to a new Customer under appropriate Agreement terms that permits such a sale. Resellers are defined solely by Cinnafilm and require separate documentation to permit reselling of Software on its behalf.

Software: means the entire Cinnafilm technology software product set(s) including all components required to run PixelStrings, including any and all 3rd party applications. "Software" shall also include any Major or Minor Releases to the same Software product provided to or licensed by Customer under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software."

Service: means the usage of Cinnafilm software in a browser or API-based environment where a temporary license of Cinnafilm technology is assigned for the processing of video and revoked when processing is complete, such as cloud-based usage.

Support Services: means the support and maintenance services provided by Cinnafilm to the Customer or Reseller under the terms of this Agreement or any subsequently agreed-to services Agreement.

Usage: means the usage and normal operation of Cinnafilm Software, in time-based subscription increments and/or "runtime minutes" ("runtime minute" means the base quantity for usage and reporting of all Cinnafilm technology on premises, on VMs, or in the cloud which are based on the total runtime of the output, in minutes, rounded up). Scaling fees will apply to any frame rate above 60.0 frames per second. The per minute Usage increment shall not be converted into other time increments without the expressed, written consent of an executive officer of Cinnafilm.

2. License.

- 2.1. Usage License. Subject to all of the terms and conditions of this Agreement, Cinnafilm grants Customer a temporary, worldwide, non-transferable, non-sub licensable, non-exclusive license to use the total Software suite provided by Cinnafilm for Usage only as granted by (i) the Documentation, (ii) this Agreement and (iii) any term, user, server, computer, field of use or other restrictions set forth in the appropriate Order Form. For all Usage, this EULA shall apply; for Resellers, Cinnafilm shall be notified of all Usage profiles and Customer shall only have access to Cinnafilm technology in a time-based method through the Reseller's interface, which is controlled and monitored for Usage and accurate reporting, and in accordance with any separate agreements.
- 2.2. License Restrictions. With respect to the Software or any portion thereof, in source code or object code form, Customer shall not (and shall not knowingly allow any third party to):
 - 2.2.1. decompile, disassemble, or otherwise reverse engineer the Software or any licensed component therein or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, trade secrets or programming interfaces of the Software by any means whatsoever;
 - 2.2.2. distribute, remarket, re-sell, sell, sublicense, rent or lease the Software, or use the Software for time sharing, hosting, service provider, information processing services or like purposes or for the benefit of any third party (unless such rights are expressly granted through a separate agreement);
 - 2.2.3. remove any product identification, proprietary, copyright, trade secret or other notices or legends contained in the Software;
 - 2.2.4. copy the Software, except for disaster recovery purposes;
 - 2.2.5. modify the Software, create a derivative work of the Software, translate the Software or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Cinnafilm;
 - 2.2.6. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software;
 - 2.2.7. install or use the Software or Service at any location other than the Site(s) specified in the relevant Order Form.
 - 2.2.8. install or use the Software or Service in the Cloud in any other manner not specified in the relevant Order Form.
 - 2.2.9. create their own cloud service offering to anyone other than the Customer, using the Software, without the expressed written consent of Cinnafilm.

2.2.10. use the Software or Service in the Cloud in any way to evaluate, compute, process, train, connect to, assist in research or development, or otherwise improve Artificial Intelligence or Machine Learning products or services intended to improve picture or sound quality of source media material that includes pictures/images, video, sound/audio, captions or metadata, without the expressed written consent of Cinnafilm. Violation of this term shall be considered reverse engineering and will result in appropriate legal action.

2.2.11. Violate any of the terms in this Agreement.

2.2.12. Third party software – End user will adhere to all known third party software license agreements. For a complete list, contact licensing@cinnafilm.com. In some cases, those licenses are printed herein at the request of the licensing entity.

3. **Ownership.** Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein Cinnafilm and its third party partners, licensors and suppliers have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and all copies, modifications and derivative works thereof, if created by Cinnafilm. Customer acknowledges that it is obtaining only the limited license right to the Software expressly set forth in this Agreement and that irrespective of any use of the words “purchase,” “sale” or like terms hereunder no right, title, interest or any other ownership rights are being conveyed to Customer with regard to the Software or any other Cinnafilm property, property interest, license or right there in under this Agreement or otherwise.

4. **Payment.**

4.1. Purchases through Reseller. If Software or Service has been purchased through an authorized Cinnafilm Reseller, the end user will be invoiced and make payments in accordance with the terms and conditions agreed upon with that Reseller.

4.2. Cinnafilm Direct Sales. Payment is due immediately for all Usage. If Software or Service credit is purchased directly from Cinnafilm, the following shall apply: all payments with a credit card online shall be made immediately upon activation, and all payments for purchase orders (advance credits) shall be made in U.S. dollars within thirty (30) days of Customer’s receipt of the applicable invoice, referencing the valid Customer purchase order number, unless otherwise specified and agreed to by Cinnafilm, in the applicable Order Form. If Customer has a good faith dispute or comment regarding an invoice or an item in the invoice, it shall pay all undisputed amounts then due and provide written notice of such dispute to Cinnafilm, containing such supporting documentation, within ten (10) days after Cinnafilm’s delivery of the invoice. Cinnafilm and Customer shall use good faith efforts to promptly resolve any such dispute or comment under the dispute mechanisms of this Agreement, and upon resolution Customer shall promptly pay Cinnafilm the agreed-upon amounts (if any). An invoice shall include a separate line item for any additional costs or expenses, in addition to the applicable sale price, for a product and/or Service (e.g., tax and shipping/handling, egress, special processing, etc.). Any amounts, excluding amounts disputed in good faith, payable by Customer hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.0% per month or the maximum permitted by law, whichever is less, which interest will be immediately due and payable and which shall be calculated from the due date for payment until the date of actual receipt of the amount in cleared funds by Cinnafilm. There are no refunds ever for any reason, although Cinnafilm retains the sole and exclusive right and discretion to grant a refund to the user, upon adequate proof of failure to deliver or perform (which proof is solely determined valid by Cinnafilm), a refund as either cash in USD or as service or usage time on its software. In general, all refunds are provided as credit; Cinnafilm shall retain the sole authority to determine how refunds are provided to the Customer, once validated – this decision, in addition to the associated refund credits/cash, will be clearly communicated and delivered to the Customer within 45 calendar days of their refund request.

All sales are final.

4.3. Loss of Funds. If any purchased credit remains unused after 12 months, Cinnafilm will attempt three times to contact the End User to return the money, using the email contact provided in the sign up portal or purchase order. Should no response occur within 30 days of inquiry, any and all unclaimed credit shall be forfeit to Cinnafilm with future zero liability.

5. **Delivery.**

- 5.1. Purchases through Resellers. If you purchased Software or Service through an authorized Cinnafilm Reseller, the delivery terms will be in accordance with the terms and conditions agreed upon with the reseller.
- 5.2. PixelStrings through Cinnafilm. For runtime minutes, delivery and sale of the temporary license is considered complete when the video output completes the output render to the target User storage. For subscription, delivery and sale of the transaction is considered complete when the time-based increment subscription ends. Cinnafilm is not responsible for any uncompleted work as a result of any subscription termination.

6. **Term of Agreement.**

- 6.1. Term. This Agreement is effective when the end user installs the software and through the lifetime of usage of the Software or as an Effective Date is determined, as applicable, and lasts until the final usage of the Software by the Customer, or unless Terminated as described herein. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter).
- 6.2. Software License Term. The term of each Software license shall expire on the subscription expiration date or processing duration specified on the relevant Order Form, and once the customer logs out of the Software interface (renewed gain when an on each occasion the Customer signs back into the service). Notwithstanding the foregoing, the license to any item of Software shall terminate automatically upon Customer's breach of any of the terms of this Agreement relevant to such item of Software. In addition, Customer may terminate the license to Software granted hereunder at any time by providing written notice to Cinnafilm, but no such termination shall affect Customer's obligations hereunder.
- 6.3. Termination. Upon any expiration or termination of this Agreement, Customer shall cease any and all use of any Software or Service and shall return or destroy all copies thereof in its possession, custody or control and so certify to Cinnafilm in writing.
- 6.4. Survival. Sections 2.2 (License Restrictions), 3 (Ownership), 4 (Payment), 6 (Term of Agreement), 7.4 (Disclaimer of Warranties), 10 (Limitation of Remedies and Damages), 11 (Confidential Information), 12 (Marketing), 13 (Export Compliance) and 14 (General) shall survive any termination or expiration of this Agreement.
- 6.5. Sales – ALL SALES ARE FINAL THERE ARE NO REFUNDS UNDER ANY CIRCUMSTANCE.

7. **Limited Warranty and Disclaimer.**

- 7.1. Software Limited Warranty. Cinnafilm warrants to Customer that the Software shall operate in substantial conformity with the Documentation, or for the duration of its operation as a service in the cloud. Cinnafilm does not warrant that Customer's use of the Software will be uninterrupted, or error-free, or that any security mechanisms implemented by the Hardware or Software will not have inherent limitations. Cinnafilm's sole liability (and Customer's exclusive remedy) for any breach of a warranty made hereunder shall be, in Cinnafilm's sole discretion, to use commercially reasonable efforts to provide Customer with an error-correction or work-around which corrects the reported non-conformity, or if Cinnafilm determines such remedies to be impracticable within a reasonable period of time, to provide a refund in the form of usable credits for cloud service, or to accept return of the relevant Software and refund the fee paid for the relevant Software for on-premises solutions, as applicable.
- 7.2. Service Limited Warranty. Cinnafilm warrants to Customer that (i) Complex software is never wholly free from defects, errors and bugs; and subject to other provisions of this Agreement, Cinnafilm gives no warranty or representation the hosted services will be wholly free from defects, errors and bugs. (ii) The Customer acknowledges best efforts to ensure the security of Customer data will be implemented; however, Cinnafilm cannot guarantee the security of data due to the evolving nature of security threats. (iii) Cinnafilm will not provide any legal, accounting, tax, or financial advice under this agreement or in relation to the Service provided. (iv) Cinnafilm

does not warrant or represent the Service will not give rise to any legal liability on the part of the Customer or any other person.

7.3. **Exclusions.** The above warranty shall not apply (i) if the Software is used with ancillary hardware or software not specified/recommended in the Documentation; (ii) if any modifications are made to the Software by Customer or any third party; (iii) to defects in the Software due to accident, malfunction of ancillary hardware caused by abuse or improper use by Customer; (iv) to Software provided on a no charge or evaluation basis; (v) if the Customer has failed to pay any fees payable pursuant to this Agreement; or (vi) to any products provided by Cinnafilm or others through a professional services arrangement purchased by the Customer or purchased by the Customer other than pursuant to the Agreement (vii) Customer has sold, given, or transferred ownership or service access of the license to another party without Cinnafilm approval, (viii) the cloud processing is interrupted by hardware failure, an Act of God or terrorism, or any other unexplained phenomena.

7.4. **Disclaimer of Warranties.** THIS SECTION 7 IS A LIMITED WARRANTY AND SETS FORTH THE ONLY WARRANTIES MADE BY CINNAFILM UNDER THIS AGREEMENT WITH RESPECT TO THE SOFTWARE, SERVICE, SUPPORT SERVICES, PROFESSIONAL SERVICES OR OTHERWISE. NEITHER CINNAFILM NOR ITS LICENSORS OR SUPPLIERS (OR THEIR LICENSORS OR SUPPLIERS) MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE APPLICABLE LIMITED WARRANTY PERIOD.

8. **Support Services.** Cinnafilm shall provide Support Services during such period as Customer has paid the applicable fee for the Support Services. In the case of online cloud service usage, any output rendered by the Customer is covered under Support Services for thirty days, so long as the metadata has a time stamp and the video remains unaltered after output. Cinnafilm may be granted access to both the User's Media and the associated Storage for technical support issues related to the User. Cinnafilm will always ask written permission for such access, and the time/duration of such access. The User may explain any limitations for such access. Refusal of access may result in no ability to provide technical support.

9. **Professional Services.** For on premises sales, Cinnafilm shall provide the number of person-days of professional consulting services ("Professional Services") purchased on an applicable Order Form. The parties acknowledge that the scope of the Professional Services which may be provided hereunder consists solely of: (i) assistance with Hardware or Software installation, deployment, and usage; and/or (ii) development and/or delivery of additional related Cinnafilm software or code. Except as otherwise expressly stated in the relevant Order Form, Customer shall have a license right to use anything delivered as part of the Professional Services solely for use with the Software and such license shall be no broader than, and shall be subject to the limitations of, the license granted to Customer under Section 2 with respect to the relevant Software, but Cinnafilm shall retain all right, title and interest in and to any such work product, code or Software and any derivative, enhancement or modification thereof created by Cinnafilm (or its agents). The Order Form shall describe the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. This section does not apply to the PixelStrings online service.

10. **Limitation of Remedies and Damages.**

10.1. CINNAFILM AND ITS TECHNOLOGY PARTNERS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THIS SECTION 10.1 SHALL NOT LIMIT CINNAFILM'S LIABILITY FOR PERSONAL BODILY INJURY OR DEATH, OR PHYSICAL DAMAGE TO TANGIBLE PROPERTY. THERE IS NO WARRANTY THAT THE OPERATION OF ANY COOMPONENT OF THE LICENSED TECHNOLOGY(S) WILL BE UNINTERRUPTED, WITHOUT BUGS, OR ERROR FREE.

10.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CINNAFILM'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE FEE OR PRICE PAID BY CUSTOMER UNDER THIS

AGREEMENT FOR THE SOFTWARE, SERVICE, SUPPORT SERVICES OR PROFESSIONAL SERVICES INVOLVED IN THE CLAIM, WHICH, IF SUCH FEE OR PRICE IS PAID ON AN ANNUAL BASIS, SHALL BE LIMITED TO THE MOST RECENT ANNUAL AMOUNT PAID THEREFOR.

10.3. The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. **Confidential Information.** Each party (a "Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information, and trade secrets it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that such information is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Software, Documentation, technical information and other code or data of any type provided by Cinnafilm (or its agents) shall be deemed trade secret and Confidential Information of Cinnafilm without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information from the Disclosing Party; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm to the Disclosing Party that could not be completely remedied by the payment of damages alone and, therefore, upon any such disclosure or threat of disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law. In addition, Cinnafilm may disclose the existence and terms of this Agreement and Confidential Information directly related to this Agreement and the operation of the Software (but not Customer's proprietary information or client information) to Cinnafilm's licensors and suppliers solely to the extent necessary to demonstrate compliance with Cinnafilm's obligations to such licensors and suppliers.

12. **Marketing.**

12.1. Disclosure. Neither party will disclose the terms or existence of this Agreement to anyone other than (a) pursuant to an agreement, or professional obligation, to maintain the confidentiality of this Agreement, to its attorneys, accountants, lenders, or other professional advisors, and (b) as required by law or legal process (provided that the party who desires to make such disclosure cooperates with the other party in seeking confidential treatment or otherwise seeking to contest such disclosure in a lawful manner). Except as provided in Sections 12.1(b) and 12.2, each party will obtain the other's consent before issuing any announcement or press release regarding this Agreement.

12.2. Customer Acknowledgement. Customer agrees that Cinnafilm may disclose Customer as a customer of Cinnafilm.

12.3. Relabeling. Customer shall not use the trademarks of Cinnafilm, Skywalker Sound, Technicolor, CineCert, Dolby or any of its licensors or suppliers to identify any product or service other than the general relevant capability of the Software package in the standard course of business, or its relevant licensor or supplier, as applicable. There is no white labeling of the Software or any of its components ever for any reason. All trademarks remain the property of their respective owners.

13. **Export Compliance.** Customer shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software or any direct product thereof: (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, Syria or Taliban Occupied Afghanistan; (ii) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (iii) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval (and Customer alone is responsible to obtain such

license or approval); or (iv) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Software is further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the expressed, prior permission of the United States government. Customer shall indemnify Cinnafilm, and its officers, directors, employees, shareholders, customers, agents, successors and assigns from any breach of this Section 13.

14. General.

14.1. Assignment. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Customer may not assign or transfer this Agreement, in whole or in part, without the Cinnafilm's written consent. Any attempt to transfer or assign this Agreement not in accordance with the foregoing will be null and void.

14.2. Severability. If, under applicable law or regulation, any provision of this Agreement is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement ("Severed Clause"), it is mutually agreed that this Agreement shall endure except for the Severed Clause. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

14.3. Governing Law; Jurisdiction and Venue.

14.3.1. This Agreement shall be governed by the laws of the State of New Mexico and the United States without regard to conflicts of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"), and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980 shall not apply.

14.3.2. If Customer has offices in the United States, unless waived by Cinnafilm in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the State of New Mexico and United States federal courts located in Albuquerque, New Mexico, and both parties hereby submit to the personal jurisdiction of such courts.

14.3.3. If Customer does not have offices in the United States: Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by binding arbitration conducted in the English language in Albuquerque, New Mexico under the commercial arbitration rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator jointly appointed by the parties; provided, however, that if they cannot agree within thirty (30) days after the initiation of the arbitration, then the arbitrator shall be appointed by the President of the AAA. Disputes about arbitration procedure shall be resolved by the arbitrator or failing agreement, by the AAA. The arbitrator may proceed to an award notwithstanding the failure of the other party to participate in the proceedings. The arbitrator shall be authorized to grant interim relief, including preventing the destruction of goods or documents involved in the dispute, protect trade secrets and provide for security for a prospective monetary award. The prevailing party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrator. The award of the arbitrator shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement. Notwithstanding anything contained in this Section 14.3(c) to the contrary, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party, in order to enforce the instituting party's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

14.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

- 14.5. Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above (or an address updated as provided in this Section 14.5) and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.
- 14.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. This Agreement supersedes the terms and conditions printed on any purchase orders issued by Customer (which shall be used solely for administrative purposes hereunder). For the sake of clarity, Cinnafilm shall be under no obligation to accept any proposed Order Forms during or after the Term and may do so in its discretion. Cinnafilm shall not be deemed to have accepted an Order Form unless it does so expressly in writing.
- 14.7. Injunctive Relief. Customer acknowledges and agrees that Cinnafilm and its suppliers would be damaged irreparably in the event any of the provisions of Sections 2 and 11 are not performed in accordance with their specific terms or otherwise are breached. Accordingly, Customer agrees that Cinnafilm shall be entitled to an injunction or other equitable relief to prevent breaches of such provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, in addition to any other remedy to which it may be entitled, at law or in equity.
- 14.8. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- 14.9. Headings. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement
- 14.10. Audit Rights. At Cinnafilm's request, for on-premises applications only, End User shall furnish Cinnafilm with a document signed by End User's authorized representative verifying End User's usage of the Software and compliance with this Agreement. End User will permit Cinnafilm to review or audit End User's deployment and use of the Software for compliance with the terms and conditions of this Agreement upon request. Cinnafilm shall pay the cost of the audit, except that End User shall be responsible for such audit costs if the audit reveals a breach by End User of Section 2.
- 14.11. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent
- 14.12. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies.
- 14.13. This Agreement shall remain in full force and effect but save as otherwise provided herein both parties' obligations shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that:
- The non-performing party gives the other party prompt notice describing the circumstance of Force Majeure including the nature of the occurrence and its expected duration and where reasonably practicable continues to furnish regular reports during the period of Force Majeure;
- the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

the non-performing party uses all reasonable efforts to remedy its inability to perform.

Notwithstanding the above, this Agreement may be terminated by either party upon fourteen (14) days written notice upon the reasonable determination by the terminating party that the other party's inability to perform under this Agreement due to the existence of a Force Majeure event will be a continuing condition.

14.14. Government End-Users. The Software and Documentation provided under this Agreement are commercial computer software programs developed solely at private expense. As defined in U.S. Federal Acquisition Regulations (FAR) section 2.101 and U.S. Defense Federal Acquisition Regulations (DFAR) sections 252.227-7014(a)(1) and 252.227-7014(a)(5) (or otherwise as applicable to Customer), the Software and Documentation licensed in this Agreement are deemed to be "commercial items" and "commercial computer software" and "commercial computer software documentation," developed exclusively at private expense. Consistent with FAR section 12.212(a) (i.e., 48 CFR 12.212(a)) and DFAR section 227.7202-3(a) (i.e., 48 CFR 227.7202-3(a), as applicable, (or such other similar provisions as may be applicable to Customer), any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. government (or any agency or contractor thereof) shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. By entering this Agreement, Customer hereby represent that it has complied with E.O. 11246; 41 CFR 60-1.4; 41 CFR 60-250; and 41 CFR. 60-741.4.

14.15. Media Assets – Licensee's source media assets (files, Content) and output media assets (files created by Cinnafilm Software when it processes the source files) may be stored or cached temporarily in resources controlled by Cinnafilm, including cloud storage, random-access and graphics memory, compute resources (CPU and GPU), private cloud networks, and the internet (via HTTPS).

14.15.1. If Licensee opts to use Cinnafilm-managed storage in their PixelStrings Cloud account, their output assets are also stored in longer term storage that is also controlled by Cinnafilm. For these reasons, the ownership of intellectual property rights and legality of the assets' content are important considerations covered in this section.

14.15.2. Intellectual Property Rights

14.15.2.1. Licensee retains all ownership of the rights to their source media assets and output media assets, and Cinnafilm will never distribute, sell, or claim ownership of your assets without prior written consent.

14.15.2.2. Cinnafilm is permitted to run automated quality assurance tools on User's source and output media assets. In the relatively rare case when a video processing job fails to complete, Cinnafilm is permitted to manually examine the source and output media assets, in order to view/listen to the assets and/or make temporary copies of them to debug a failed job. Generally, Cinnafilm will attempt to debug issues without viewing Customer's content.

14.15.3. Legality of Content - User is solely responsible for their media assets. User must have the legal right to store and process their assets and ensure they do not contain illegal content. User is subject to all appropriate civil and criminal penalties if he or she uses Cinnafilm Software to process, store, transmit, or distribute illegal content. Cinnafilm defines illegal content as content that exhibits characteristics that include, but are not limited to, any of the follow items:

Content for which User does not have the legal authority or right to store and process.

Child sexual abuse and exploitation. This includes all child sexual abuse materials. More broadly, Cinnafilm prohibits the use of our Software to endanger children. This includes, but is not limited to, predatory behavior towards children such as: sexualization of a minor (for example, content that depicts, encourages, or promotes the sexual abuse of children or the portrayal of children in a manner that could result in the sexual exploitation of children); and trafficking of a child (for example, advertising or solicitation of a child for commercial sexual exploitation).

Dangerous and illegal activities. This includes content that promotes activities, goods, services, or information that cause serious and immediate harm to people or animals. While Cinnafilm permits general information for educational, documentary, scientific, or artistic purposes about such content, Cinnafilm prohibits content that directly facilitates harm or encourages illegal activity.

Hate Speech. This includes content that promotes or condones violence against, or has the primary purpose of inciting hatred against, an individual or group on the basis of their culture, race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, or any other characteristic that is associated with systemic discrimination or marginalization.

Misleading content. This is content that deceives, misleads, or confuses users, including: Content related to civic and democratic processes: Content that is demonstrably false and could significantly undermine participation or trust in civic or democratic processes. This includes information about public voting procedures, political candidate eligibility based on age / birthplace, election results, or census participation that contradicts official government records. It also includes incorrect claims that a political figure or government official has died, been involved in an accident, or is suffering from a sudden serious illness.

Content related to harmful health practices: Misleading health or medical content that promotes or encourages others to engage in practices that may lead to serious physical or emotional harm to individuals, or serious public health harm.

Content that uses unsubstantiated claims to harm a company's reputation or harms a company financially or manipulates a financial market.

Manipulated media: Media that has been technically manipulated or doctored in a way that misleads users and may pose a serious risk of egregious harm.

Non-consensual explicit descriptions, audio, or imagery. This includes private nude, sexually explicit, or non-explicit intimate and sexual content that does not have the subject's consent.

Personal and confidential information. This includes content that contains people's personal or confidential information without their authorization, such as U.S. Social Security numbers, bank account numbers, credit card numbers, images of signatures, and personal health information. Note: In most cases where this information is broadly available elsewhere on the internet or in public records, such as national ID numbers listed on a government website, such content is allowed by this EULA.

Terrorist Activities. Terrorist organizations are not permitted to use our Software for any purpose, including recruitment. Cinnafilm prohibits content related to terrorism, such as promoting terrorist acts, inciting violence, or celebrating terrorist attacks or violence. Content related to terrorism for an educational, documentary, scientific, news, or artistic purpose must provide enough information so viewers understand the context.

Unauthorized Images of Minors. This includes content that depicts a minor(s) without explicit consent from the child(ren)'s parent, guardian, or legal representative.

Violence and gore. This includes violent or gory content involving real-life people or animals that is primarily intended to be shocking, sensational, or gratuitous, or encourages others to commit specific acts of violence, or includes ultra-graphic violence such as dismemberment or close-up footage of mutilated corpses.

Note: graphic material, such as content containing significant amounts of blood, may be allowed in an educational, documentary, scientific, or artistic context, but please be mindful to provide enough information to help viewers understand the context. In some cases, content may be so violent or shocking that no amount of context will suffice, making the content prohibited from our platform.

14.16.

15. **Privacy.** The End User has the right to have any and all stored and relative data about his or her personal self removed permanently from Cinnafilm’s database (excludes any directly related business and/or financial records necessary to operate and support the terms of this Agreement). Requests shall be made in writing to licensing@Cinnafilm.com, and Cinnafilm will make commercially reasonable efforts to comply with that removal in less than ten business days, with notification of removal sent to the requesting party. In accordance with GDPR, Cinnafilm will follow applicable requirements. Disclosure: the data Cinnafilm collects for each End User of its software typically includes: name, email, company of employ, data related to what was purchased and when (in order to accurately track technical support inquiries and renewals), and personal settings related to the software interface and workflow needs as is necessary for proper business reporting to third party licensors. Cinnafilm is required to keep all data for 5 years as part of a standard audit readiness requirement with third party licensors and partners. Cinnafilm uses 3rd parties for all financial protocol (i.e. Stripe, Bank of America, PayPal, SaaS Optics, Quickbooks, etc) and does not store credit card or social security numbers of any users. PixelStrings stores storage-based access and workflow data required to allow connectivity and functionality of the system. It is highly recommended that the End User rotate their keys regularly to ensure maximum security. Cinnafilm is not liable for the loss of cloud storage keys or for any resulting breaches into storage – customers must rotate and update their storage keys regularly as good practice.

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**CINNAFILM SOFTWARE SUPPORT AND MAINTENANCE TERMS AND
SERVICE LEVEL AGREEMENT (SLA) (Software and SaaS)**

1. **Description.** This Exhibit provides a detailed description of the Service and Support Services offered by and operations of Cinnafilm Customer Support. The information contained within this Exhibit serves as a Service Level Agreement (“SLA”) between Cinnafilm and Customer and describes the Support & Maintenance services provided by Cinnafilm for the software licensed by Customer. This SLA and all services provided under this SLA are subject to all of the terms and conditions of the Agreement. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Agreement.
2. **Availability and Downtime.** Cinnafilm Services are wholly dependent on the hosting infrastructure on which they are deployed. Cinnafilm is limited to the availability and downtime as defined by providers (such as Amazon, Google, Microsoft), and/or the hosting integrators which have deployed Cinnafilm technology.
3. **Term of SLA and Renewals, on premises.** For on-premises applications, the Support Services SLA shall have a term until the end of the current calendar year (or if otherwise documented and noted) and shall renew automatically at Cinnafilm’s then-current rates for uplifted support at the beginning of each calendar year, unless either Customer or Cinnafilm has given the other party thirty (30) days prior written notice of cancellation or made other term arrangements. Notwithstanding the foregoing, this SLA shall be enforceable by Customer only to the extent that Customer (a) possesses a valid Software license and retains ownership of the recommended Hardware, and (b) is current on all payments owed to Cinnafilm with respect to the Support Services or otherwise. If Customer elects not to renew Support Services for any term, Cinnafilm may re-enroll Customer only upon payment to Cinnafilm of the then-applicable annual fee plus the list price of the fees applicable during the lapse period. If End User has multiple SLAs covering deployed Cinnafilm software, and End User elects not to renew this SLA for any term, then all of End User’s SLAs with Cinnafilm related to the same deployment shall be deemed to have lapsed.
4. **Term of SLA, cloud service:** Cinnafilm will support the full stack of software that is running in the cloud, for consumption as a service as follows:
 - 4.1. Cinnafilm will respond to all support tickets from the Customer within 30 calendar days. The issue will be reported as a real bug or as un-repeatable, in which case there will be no remedy. For real bugs, Customer may be asked to provide data, including but not limited to, the video with the error. Failure to provide such data may result in termination of the ticket.
 - 4.2. Cinnafilm is not obliged to add any new features based on requests.
 - 4.3. Cinnafilm will not respond to unsolicited reports outside of the ticket system, unless the ticket system is inoperable.
 - 4.4. Customer may purchase a subscription agreement with Cinnafilm (separate document) which provides advanced Technical Support Options. Contact info@cinnafilm.com for more information.
5. **Software Release Definitions**

Major Release: means generally commercially released major new releases, modifications and/or enhancements to the Software licensed under the Agreement as represented by a change in the number to the left of the leftmost decimal in the version number. Major Releases shall not include separate or different products marketed by Cinnafilm under a different name even if such products are compatible with the Software.

Minor Release: means generally commercially released code corrections, patches, updates and minor version releases of the Software licensed under the Agreement as represented by a change in the number to the right of the decimal in the version number.
6. **Customer Support Methodology.** Cinnafilm Customer Support shall be the single point of contact for all Customer issues for software beyond normal operation. Normal operation support questions may be handled by Cinnafilm authorized

partners, resellers, OEM's, as applicable. From Cinnafilm Customer Support, issues reported by Customer are escalated to the appropriate personnel within Cinnafilm's support organization. Customers will be directed as necessary to the Client's Hardware integrator should the problem be identified as Hardware, and not as software. Cinnafilm may be granted access to both the User's Media and the associated Storage for technical support issues related to the User. Cinnafilm will always ask written permission for such access, and the time/duration of such access. The User may explain any limitations for such access. Refusal of access may result in no ability to provide technical support.

7. **Contact Information and Maintenance Contacts.** The Customer shall designate to Cinnafilm in writing, or in the case of Service at the time of commitment to Service, a maintenance contact and up to two (2) alternative contacts (each, a "Maintenance Contact" and, collectively, the "Maintenance Contacts"). The Maintenance Contacts shall serve as the primary interfaces with Cinnafilm Customer Support and shall be trained, qualified and authorized to communicate all necessary information, perform diagnostic testing under the direction of Cinnafilm Customer Support and at least one Maintenance Contact shall be present at the location during performance of any Maintenance (as defined below). Cinnafilm Customer Support shall include both e-mail and telephone support regarding use and deployment of the Hardware and Software. Support shall be available as follows:

Support Hours

Contact Cinnafilm Customer Support, 9-6 Pacific Time, M-F, with support requests or incident reports, excluding all standard US holidays.

Contact Information

Contact number: 1-505-242-6626 (US & Canada Only)

E-mail address: support@Cinnafilm.com or support@pixelstrings.com

8. **Scope of Support Services**

8.1. **Support & Maintenance.** For so long as Customer has paid the applicable annual fee, as applicable, Cinnafilm shall provide Customer support services consisting of the following: (i) telephone and/or email support regarding use and deployment of the Software and recommended Hardware from 9:00 a.m. to 6:00 p.m. Pacific Time on Monday through Friday (excluding Cinnafilm holidays matching standard government holidays) ("Support"); (ii) Major and Minor Releases of the same Software product(s) licensed by Customer ("Maintenance") and (iii) support with respect to Errors as set forth below.

8.2. **Back Support.** Not applicable. Cinnafilm only supports the latest version of PixelStrings stack/software.

9. **Incident Reporting & Response**

9.1. **Incident Reporting.** A Maintenance Contact shall initiate all requests for Support through an incident report and each incident report shall provide Cinnafilm with information that facilitates timely problem identification and resolution. Cinnafilm will verify the information and, if any critical information is missing, the request for Support may be returned to a Maintenance Contact for completion. Incident reports must initially be made via email; provided, however, that any suspected Priority 1 incident must also be reported by telephone. The following information must be included in each incident report:

- (a) The Software product and version being used
- (b) Designated user identification (company, user name and phone number)
- (c) Time and date of the incident in question
- (d) Detailed step by step description of the incident
- (e) Product troubleshooting log files
- (f) Severity of the incident or problem
- (g) List of actions taken by Customer to verify the incident
- (h) List of actions taken by Customer in attempts to resolve the incident

9.2. **Incident Types.**

9.2.1. **Error:** Any Priority 1 Error, Priority 2 Error, or Priority 3 Error

9.2.2. **Request:** Customer requests additional training, information, or that a feature or function be added

9.2.3. **Feedback:** Customer has feedback regarding a product or service

9.3. **Severity Designation.** Upon receipt of an incident report from the Customer, Cinnafilm will make reasonable efforts to verify the reported issue and will determine the severity of the support request and whether the support request is a Priority 1 Error, a Priority 2 Error, a Priority 3 Error or a Priority 4 Request (not an Error), in accordance with the Priority Definition Table below. Hardware issues that are identified will be explained by Cinnafilm to the Client for their information. Cinnafilm technician involvement from that point forward will be informative only until the Hardware situation is resolved.

9.4. Priority Definitions

9.4.1. **Priority 1 Error: (Critical) Production System Unavailable:** Error that causes the Software or the Hardware on which it resides to be inoperative or fail completely in a production environment

9.4.2. **Priority 2 Error: Severe loss of functionality:** Error that significantly degrades performance of the Software or the Hardware on which it resides or materially restricts Customer's use of the functionality of the Software or the Hardware on which it resides

9.4.3. **Priority 3 Error: Moderate loss of functionality:** Error that causes only a minor impact on Customer's use of the Software or the Hardware on which it resides

9.4.4. **Priority 4 Request: Request:** Customer requests additional training, information, or that a feature or function be added to the Software or the Hardware on which it resides

9.5. **Response and Resolution.** Cinnafilm will use commercially reasonable efforts to resolve problems reported by Customer and verified by Cinnafilm in accordance with the priority level assigned to such incident by Cinnafilm. The following guidelines set forth the target response and resolution timelines for each priority level. Times are measured from time of receipt of notification and are measured in normal Cinnafilm work hours/business days. Escalation to higher levels of management will occur if response times or resolution expectations are not met.

9.6. Target Response Time Definitions

9.6.1. **Priority 1 Error:** Cinnafilm shall use commercially reasonable efforts to provide a temporary workaround or permanent fix within forty-eight (48) hours of receipt of support request for software related items. Hardware is the responsibility of the Integrator once problem is identified as Hardware. Periodic reports on the status of corrections will be provided.

9.6.2. **Priority 2 Error:** Cinnafilm shall use commercially reasonable efforts to provide a temporary workaround or permanent fix within seven (7) business days for software related items. Hardware is the responsibility of the Integrator once problem is identified as Hardware. Periodic reports on the status of corrections will be provided.

9.6.3. **Priority 3 Error:** Cinnafilm shall use commercially reasonable efforts to provide a fix or workaround by the release of the next Major Release for software related items. Hardware is the responsibility of the Integrator once problem is identified as Hardware. Periodic reports on the status of corrections will be provided.

9.6.4. **Priority 4 Request:** Cinnafilm shall document the request and use commercially reasonable efforts to provide a response within a reasonable period of time for software related items. Hardware is the responsibility of the Integrator once problem is identified as Hardware.

10. **Exclusions from Support Services & Maintenance.** The following are excluded from Cinnafilm's Support and Maintenance obligations: (i) Software that is used on or in conjunction with hardware or software other than as recommended/specified in the Documentation; (ii) altered or modified Software, unless altered or modified by Cinnafilm; (iii) defects in the Software due to accident, malfunction of ancillary hardware, abuse or improper use; (iv) any version of the Software for which Support or Maintenance services have been discontinued by Cinnafilm or is older than two major releases ("N-2"); (v) evaluation software or other software provided at no charge; (vi) any hardware, virtual hardware, or software licensed or purchased by the Customer, including, without limitation, consulting code,; or (vii) if Customer has failed to pay any fees payable pursuant to the Support Services.

11. **Support Services Outside Scope.** If Cinnafilm believes that a problem reported by Customer may not be due to an error in the Software, Cinnafilm will so notify Customer. At that time, Customer may (1) instruct Cinnafilm to proceed with problem determination at the possible expense of the Customer, as set forth below, or (2) instruct Cinnafilm that Cus-

customer does not wish the problem to be pursued further. If Customer requests that Cinnafilm proceed with problem determination at Customer's possible expense and Cinnafilm determines that the error was not due to an error in the Software, Customer shall pay Cinnafilm, at Cinnafilm's then current and standard consulting rates, for all work performed in connection with such determination from and after the time at which Cinnafilm was instructed to continue at Customer's possible expense, plus reasonable related expenses incurred therewith. Customer shall not be liable for (i) problem determination or repair to the extent problems are due to errors in the Software; or (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Customer has notified Cinnafilm does not wish the problem to be pursued further (such notice shall be deemed given when actually received by Cinnafilm). If Customer instructs Cinnafilm that it does not wish the problem to be pursued further or if the problem determination requires effort in excess of Customer's instructions, Cinnafilm may, at its sole discretion, elect not to investigate the error without any liability therefore.

- 12. Not a Warranty.** THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A WARRANTY. THE SUPPORT SERVICES ARE PROVIDED SUBJECT TO ALL OF THE TERMS, CONDITIONS AND RESTRICTIONS SET FORTH IN THE AGREEMENT BETWEEN CUSTOMER AND CINNAFILM.

OTHER LICENSED WORKS

OR

**THIRD PARTY AGREEMENTS, EULA, STATEMENTS
APPLICABLE ONLY WHEN IN AUTHORIZED USE**

Users shall adhere to all third party software SLA/EULAs when using Cinnafilm software that incorporates those technologies. If EULA definition is not clearly listed in this section than it should be assumed that Cinnafilm's EULA extends and covers those software technologies in full with the terms presented herein. In the event of a conflict between Cinnafilm's EULA and any third party EULA, Cinnafilm's EULA shall take precedent. For questions contact: licensing@cinnafilm.com.

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6. SUPPORT

Licensor has no support obligations to you. Any such support obligations are provided to you by Licensee.

7. INFORMATION

You agree that Licensee may share certain information with us about you and your usage of the Software and the Licensee Product, including without limitation contact information, usage statistics, and output files (for quality control and billing purposes only).

7. GENERAL

This Agreement will be construed according to the substantive law, but not the choice of law rules, of the State of California and of applicable federal law of the United States. If any dispute arises under this Agreement, the venue for such dispute will be in the California Superior Courts and the Federal District Court for the Southern District of California. If any provision of

this Agreement is found invalid or unenforceable under any judicial decree, the remainder of this Agreement shall, to the maximum extent possible, remain valid and enforceable according to its terms. This Agreement contains the entire agreement between you and Licensor with respect to the licensing, use, and warranty of the Software and related subject matter covered by this Agreement and supersedes and cancels any and all prior and contemporaneous oral and written understandings and agreements between you and Licensor with respect hereto. This Agreement may only be modified by a written amendment signed by both you and an authorized representative of Licensor. This Agreement is non-assignable without the written consent of Licensor. In the event of any dispute based on, related to or arising out of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and related out-of-pocket costs.

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