

# SNAPSTREAM AGREEMENT

This Agreement is between SnapStream Media, Inc., a Texas corporation with offices at 601 Sawyer Street, Suite 700, Houston, TX 77007, on behalf of itself and its subsidiaries and affiliates (collectively, “SnapStream”), and the entity identified on the attached Order Form (“Customer”). The Agreement is effective as of the date the last party signs the 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).

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

“Hardware” means SnapStream server equipment running SnapStream Software and operable with the Service.

“Order Form” means any and all SnapStream ordering document(s) associated with this Agreement.

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

“SnapStream Software” means SnapStream’s proprietary software technology and operable on the Hardware.

“Term” means the period of Customer’s subscription to the Service as specified in the Order Form, including any applicable Renewal Terms, unless terminated earlier under Section 9 (Term and Termination).

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

## 2. HARDWARE AND SNAPSTREAM SOFTWARE

**2.1 Provision of Hardware:** If applicable, SnapStream shall provide Hardware to the Customer, as specified in the Order Form.

**2.2 Ownership of Hardware:** Title to the Hardware (but not SnapStream Software) shall pass to Customer upon shipment of the Hardware and receipt of all fees as specified in the Order Form.

**2.3 SnapStream Software License:** During the Term, SnapStream grants Customer a worldwide, non-exclusive, royalty-free, non-sublicensable, non-transferable (except as described in Section 13.4 (Assignment) license to use SnapStream Software only for its lawful intended purpose and Customer’s internal business use. SnapStream retains all intellectual property and ownership rights in SnapStream Software. Customer may not: (a) adapt, modify, translate, de-compile, disassemble, reverse engineer, or create a derivative work of the SnapStream Software; (b) copy the SnapStream Software other than as reasonably required for Customer’s own use of the Service or Hardware in accordance with this Agreement; or (c) sublicense, sell, rent, lend, transfer, post, transmit, distribute or otherwise make the SnapStream Software

available to any third party.

**2.4 SnapStream Software Updates:** SnapStream reserves the right to modify the SnapStream Software from time to time, and updates to the SnapStream Software will be made available to Customer during the Term. Customer agrees to install all provided software updates within a reasonable time after SnapStream provides the update to Customer.

## 3. SERVICE

**3.1 Provision of Service:** SnapStream shall provide Customer with access to the Service during the Term.

**3.2 Service Uptime:** The Service shall have a minimum of 99.9% Uptime during any calendar month (“Uptime Minimum”), except SnapStream shall have up to 2 days to restore availability after any downtime. “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 Service Uptime is less than the Uptime Minimum, and upon notice from Customer, Customer shall as a remedy only be entitled to a pro rata reimbursement for the downtime less than the Uptime Minimum.

**3.3 Use of Service:** Customer shall use the Service and the data generated thereby only for their lawful intended purposes and Customer’s internal business use.

**3.4 Reservation of Rights:** SnapStream and its licensors reserve all right, title and interest in and to the Service including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement.

## 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 Hardware and Service, 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 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, 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 accessor use of the Service and promptly notify SnapStream if Customer discovers any unauthorized access or use; and (v) use the Service in accordance with this Agreement and applicable laws.

**5.2 Restrictions:** Only Users may use the Service and only with the account credentials issued to that User. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Service or Hardware except as expressly authorized under this Agreement; (ii) interfere with or disrupt the integrity or performance of the Service or Hardware; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Service or Hardware available; (iv) remove any title, trademark, copyright, or restricted rights notices or labels from the Hardware; (v) modify or create a derivative work of the Service or 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 or Hardware.

## 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 9 (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

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 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 or Hardware, pricing, and 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 relation to 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 employees, contractors and agents who need to know the information to provide the Service or in relation to an event described in Section 13.4 (Assignment), in which case Recipient shall cause these recipients to agree to and abide by commercially reasonable confidentiality terms. 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.

**7.3 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.

## 8. PROPRIETARY RIGHTS

**8.1 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 13.4 (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. Customer Data will never be sold, rented or leased 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.

**8.2 Blind Data:** Section 8.1 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 Customer 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.

**8.3 Feedback:** If Customer provides Feedback, Customer grants to SnapStream a worldwide, perpetual, irrevocable, sub-licensable, royalty-free, transferable license to use the Feedback in 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.



**8.4 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. TERM AND TERMINATION

**9.1 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 Order Form under this Agreement; or (ii) termination of this Agreement under this Section 9.

**9.2 Automatic Renewal:** All subscriptions will renew for an additional one year term ("Renewal Term") at the prevailing list price unless otherwise specified in the Order Form. Customer may discontinue automatic renewal by providing SnapStream written notice of Customer's intent not to renew at least 60 days before the end of the Term or Renewal Term. SnapStream shall notify Customer in writing of an upcoming renewal no less than 90 days before the end of the applicable term.

**9.3 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.

**9.4 Effect of Termination:** Customer shall immediately cease all use of and access to the Service on the Termination Date. Section 2.2 (Ownership of Hardware), Section 5.2 (Restrictions), Section 7 (Confidentiality), Section 8 (Proprietary Rights), Section 9 (Term and Termination) and Section 11 (Limitation of Liability), and Section 13 (General Terms) will survive termination. All other rights and obligations will be of no further force or effect.

## 10. WARRANTIES, DISCLAIMERS, AND INDEMNIFICATION

**10.1 Mutual Warranties:** Each party represents that: (i) the person signing 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.

**10.2 Warranty Disclaimer:** Except as provided in this Agreement, SnapStream does not make any representations that the functions performed by the Service or Hardware, will meet all of Customer's requirements, that the operation of the Service or Hardware will be uninterrupted or error free, that all defects in the Service or Hardware, will be corrected, or that the Service or Hardware will be available in all languages or all countries. THE SERVICE 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.

**10.3 Indemnification by Customer:** To the extent permitted by applicable law, Customer indemnifies SnapStream against any claims relating to Customer’s use of the Service and Hardware, including but not limited to copyright claims brought against SnapStream for content recorded by Customer.

## 11. LIMITATION OF LIABILITY

**11.1 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 CUSTOMER’S PAYMENT OBLIGATIONS.

**11.2 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 WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## 12. U.S. GOVERNMENT MATTERS

**12.1 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 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.

**12.2 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 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 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 48C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

## 13. GENERAL TERMS

**13.1 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.

**13.2 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.

**13.3 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.

**13.4 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.

**13.5 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.

**13.6 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.

**13.7 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.

**13.8 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.

**13.9 Entire Agreement:** 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. No change to any provision of this Agreement or the Order Form will be effective unless in writing and signed by an authorized signatory of the party against whom the change is asserted. 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.

**13.10 Counterparts:** This Agreement may be executed in one or more counterparts. Each counterpart is an original. All counterparts together form one document.

## 14. YouTube

**14.1 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.

SNAPSTREAM ORDER FORM

VENDOR:  
SnapStream Media, Inc.,  
601 Sawyer Street, Suite 700  
Houston, TX 77007

CUSTOMER:

This order form either (i) accompanies the SnapStream Agreement (“Agreement”), which is attached hereto and executed herewith, or (ii) if applicable, is governed by the SnapStream Agreement executed by Customer on [insert date].

If there is a conflict or inconsistency between the Agreement and this Order Form, or between this Order form and any earlier Order Forms, this Order Form controls.

In addition to the Agreement, Vendor and Customer agree to be bound by the following special terms (if any), and by the attachments listed below:

Special Terms:

Attachments:

Agreed to by:

**VENDOR, SNAPSTREAM MEDIA, INC.**

**CUSTOMER,**

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Signature

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Signature

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