

## END USER LICENSE AGREEMENT ("EULA") PLEASE READ CAREFULLY

This End User License Agreement ("EULA") is a legal agreement between you, either as an individual, company or other legal entity (in any capacity referred to in this EULA as "End User," "You," or "Your") and Studio Network Solutions, LLC ("SNS") with offices at 2436 Northline Industrial Drive, Maryland Heights, Missouri 63043.

This EULA governs your use of the EVO hardware ("Hardware") and the EVO OS, Administrative Tools, Add-Ons and Plug-Ins, ShareBrowser, Nomad, SNS Cloud VPN, EVO Suite, and other software made available from time to time by SNS itself or through its network of resellers ("Software" and, together with the Hardware, the "Products").

BY USING THE PRODUCTS, YOU ACCEPT THIS EULA. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PROMPTLY DISCONTINUE USE OF THE PRODUCTS. IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF A CORPORATION OR OTHER ORGANIZATION, YOU ARE REPRESENTING THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT CORPORATION OR OTHER ORGANIZATION. THIS EULA REPRESENTS THE ENTIRE AGREEMENT BETWEEN END USER AND SNS CONCERNING THE PRODUCTS, AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN SNS AND END USER.

SNS reserves the right to update, revise, supplement, and otherwise modify the EULA and to impose new or additional rules, policies, terms, or conditions, at any time and from time to time. Installation and use of the Products signifies acceptance of the EULA, inclusive of any future updates which may be changed without further notice.

### 1 LICENSE GRANT AND RESTRICTIONS.

1.1 Software License Grant. Subject to the terms and conditions of this EULA, SNS grants to End User a personal, limited, revocable, non-assignable (except as expressly provided herein), and non-exclusive license to: (i) use the Software as part of the Hardware with which the Software is delivered, or (ii) in accordance with the published specifications. The Software is solely for End User's internal business purposes unless otherwise agreed to with SNS in a separate written agreement. All other rights in the Software are expressly reserved by SNS.

1.2 License Restrictions. End User shall not: (a) sell, resell, distribute, transfer, publish, disclose, lend, lease or sublicense the Products, or make the functionality of the Products available to any other party (excluding contractors or other third party providing IT services to End User) through any means (unless otherwise permitted in writing by SNS) including, without limitation, by uploading the Software to a network or file-sharing service or through any hosting, application

services provider, service bureau or other type of services; (b) modify, translate or create derivative works based on the Software, in whole or in part, or permit or authorize a third party to do so; (c) disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code of the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by applicable law in the jurisdiction of use notwithstanding this prohibition; (d) disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that End User runs (or has run on its behalf by a third party) on the Products unless otherwise authorized in writing by SNS; (e) duplicate the Software except for making a reasonable number of archival or backup copies as permitted by law, provided that End User reproduces on or in such copies the copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software (if any) as delivered to End User; (f) remove, delete, alter, or obscure any trademarks, documentation, warranties, disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Product; (g) bypass or breach any security device or protection used by any of the Product; or (h) use the Product for any purpose, or in any manner, not specifically authorized by this EULA. Notwithstanding the foregoing, Hardware may be resold or transferred provided that the purchaser or transferee agrees to this EULA prior to using the Software. Absent agreement to this EULA by a transferee, all Software licenses expire upon transfer of the related Hardware.

1.3 Affiliates. If End User purchases the Product for use by any End User Affiliate (defined below), End User shall: (a) provide each such End User Affiliate with a copy of this EULA; (b) ensure that each such End User Affiliate complies with the terms and conditions therein; and (c) be responsible for any breach of these terms and conditions by any such End User Affiliate. For purposes of this EULA, "Affiliate" means any entity that Controls, is controlled by, or is under common Control with End User or SNS, as applicable, where "Control" means ownership, directly or indirectly, of 50% or more of the voting interest of End User or SNS, as applicable.

1.4 Changes to Software. SNS reserves the right, in its sole discretion, to make any changes to the Software that SNS deems necessary or useful to maintain or enhance the quality, delivery, competitive strength, efficiency, or performance of the Products or to comply with applicable laws.

1.5 RED Software. If End User's use of the Product requires use of other RED software and/or firmware, End User must obtain such RED Software and firmware via a valid license, and End User's use of the RED software and firmware must be in accordance with the terms and conditions of the end user license agreement that accompanies the RED software and firmware.

1.6 Open Source Software. Certain items of software included with the Hardware and Software, including, without limitation, the Linux operating system, are subject to the GNU General Public License ("GPL"), the Lesser GNU General Public License ("LGPL"), or other "open source" or "free software" licenses (collectively, "OSS License(s)"). All such Open Source Software is third party software. The Open Source Software is not subject to the terms and conditions of this

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1.7 Additional License Terms. From time to time, SNS may introduce add-ons or other additional software components into or along with the Products. Such software may be the copyrighted work of and used under and subject to any additional terms of licenses from third parties, including additional Open Source Software license terms, which will be posted on the SNS website at <https://www.studionetworksolutions.com/licenses/>. By using such software, you agree to the terms and conditions of all such licenses. To the extent additional software is not subject to any additional terms and conditions, all terms and conditions of this EULA will apply.

1.8 Hazardous Use. THE PRODUCTS ARE NOT INTENDED FOR USE IN AND SHALL NOT BE USED IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE OR HARDWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

2 OWNERSHIP. The Software and any authorized copies that End User makes are protected under copyright and other intellectual property laws of the United States and other countries, and by international treaty provisions. The Software is licensed, not sold. SNS and its suppliers, as applicable, retain all right, title, interest, and ownership of the Software, including copyrights, patents, trade secret rights, trademarks, and any other intellectual property rights therein. Unauthorized copying or use of the Software beyond the scope of this EULA is expressly forbidden. End User shall not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Software or related documentation as delivered to End User. To the extent you provide any suggestions or comments related to the Products to SNS or its authorized third-party agent, SNS shall have the right to retain and use any such suggestions or comments in current or future products or services, without your approval or further compensation to you.

3 TERM; TERMINATION; AND EFFECT OF TERMINATION. This EULA is effective until terminated. End User's rights under this EULA will terminate immediately without notice from SNS if End User fails to comply with or breaches any provision of this EULA. End User may terminate this EULA upon written notice to SNS. Upon termination, End User shall destroy all copies of Software.

#### 4 WARRANTY, EXCLUSIONS AND DISCLAIMERS.

4.1 Warranty. SNS warrants that, under normal authorized use the Hardware components shall be free from defects in material and workmanship for twelve (12) months from the date of shipment from SNS. As End User's sole and exclusive remedy and SNS' and its suppliers' sole and exclusive liability for breach of warranty, SNS shall, at its option and expense, repair or replace the defective Hardware component. All warranty claims must be made in writing to SNS on or before the expiration of the warranty period specified herein. Replacement components may consist of new or remanufactured parts. All Products and materials that are returned to SNS and replaced become the property of SNS. SNS shall not be responsible for End User's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product or material returned to SNS for repair or upon termination, whether under warranty or not. End User will pay the shipping costs for return of items to SNS.

4.2 Exclusions. The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to: (i) repair, maintenance or modification of the Product by persons other than SNS-authorized third party; (ii) accident, negligence, abuse or misuse of a Product; (iii) use of the Product other than in accordance with SNS' specifications; (iv) improper installation or site preparation or any failure by End User to comply with environmental and storage requirements for the Product specified by SNS, including, without limitation, temperature or humidity ranges; or (v) causes external to the Product such as, but not limited to, shipping/handling damage, failure of electrical systems, fire or water damage.

4.3 Disclaimers. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND AS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE HARDWARE AND SOFTWARE ARE PROVIDED "AS IS." SNS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SNS DOES NOT WARRANT THAT (I) THE PRODUCT WILL MEET END USER'S REQUIREMENTS, (II) USE THEREOF SHALL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE HARDWARE OR SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SNS OR ITS SUPPLIERS, RESELLERS, DISTRIBUTORS, AGENTS, REPRESENTATIVES, OR EMPLOYEES SHALL CREATE ANY OTHER WARRANTY OR INCREASE IN ANY WAY THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON SUCH INFORMATION OR ADVICE.

4.4 End User Representations and Warranties. End user represents and warrants that End User will comply with all obligations and restrictions with respect to use of the Product as set forth herein.

5 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT SHALL SNS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, DISTRIBUTORS, OR RESELLERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), ARISING OUT OF OR RELATING TO THIS EULA OR THE PRODUCTS, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT SNS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; AND (B) IN NO EVENT SHALL SNS' TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS EULA, FROM ALL CLAIMS OR CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO SNS FOR THE PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY SUCH CLAIM OR CAUSE OF ACTION. End User agrees that the foregoing limitations of liability constitute a material inducement for SNS to enter into this EULA and that the purchase price and fees charged to End User would be substantially higher without such limitations.

6. INDEMNITY. End User agrees to indemnify, defend, and hold harmless SNS and its directors, officers, employees, suppliers, distributors, and resellers from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from or related to End User's use of the Product, any violation of this EULA by End User, or the infringement of any intellectual property or other right of any person or entity through End User's use of the Product. SNS will notify End User promptly of any such claim, loss, liability, or demand, and will provide End User with reasonable assistance, at End User's expense, in defending any such claim, loss, liability, damage, or cost.

7 END USER DATA. SNS utilizes industry standard practices and policies to maintain administrative, physical, and technical safeguards for the protection and security of data stored by End User on the Hardware ("End User Data"). End User is hereby notified and acknowledges that SNS Products may include interaction and communication with facilities hosted outside of the country where End User purchased or utilizes the Products. End User acknowledges and agrees that the Software may report certain diagnostic information to SNS on a daily basis including, but not limited to Product serial number, operating system version, uptime, UPS status and other such diagnostic information. End User understands that the EVO operating system collects and transfers this information by default. End User may disable such transfers in the user interface. End User represents and warrants that End User's use of the Products and related submission of End User Data complies with all applicable laws, including those related to data privacy, data security, international communication, and the exportation of technical, personal, or sensitive data. SNS is not a data processor or data collector, and the inclusion of such personally identifying or sensitive data in End User Data is solely incidental to the provision of the Products. Submission of End User Data to SNS shall be at End User's sole discretion and at its own risk, and SNS assumes no responsibility or liability for receipt of such End User Data. End User Data sent to SNS may be stored by SNS. End User further acknowledges that SNS may anonymize such End User Data to use for statistical purposes and share samples of such anonymized End User Data with other third-party researchers, vendors, and customers.

## 8 GENERAL.

8.1 Governing Law. This EULA is governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict of laws principles. The exclusive jurisdictional venue for any legal proceedings involving this EULA or the transaction contemplated herein shall be held in any applicable state or federal court located in Saint Louis County, State of Missouri, U.S.A. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Missouri, St. Louis County, or the United States District Court for the Eastern District of Missouri for the purpose of any action or proceeding brought by either of them in connection with this EULA. Notwithstanding the foregoing, Licensee expressly agrees that Licensor shall be allowed to seek injunctive remedies (or any equivalent form of relief) in any jurisdiction. If any part of this EULA is found void and unenforceable, it will not affect the validity of the balance of this

EULA, which shall remain valid and enforceable according to its terms. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.

8.2 Compliance with Laws; Export Control. End User shall be solely responsible for its compliance with, and agrees to comply with, all applicable laws in connection with its use of the Product. End User further agrees that it will not engage in any illegal activity in any relevant jurisdiction and acknowledges that SNS reserves the right to notify its customers or appropriate law enforcement in the event of such illegal activity. End User represents and warrants that End User will not ship, transfer, export, or re-export the Products into any country or use the Products in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively, "Export Laws"). If any part of the Product or technical data related to the Product is identified as an export-controlled item under the Export Laws, End User represents and warrants that End User is not a citizen, or otherwise located within, an embargoed nation (including, without limitation, Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that End User is not otherwise prohibited under the Export Laws from receiving the Products. All rights in the Software are granted on condition that such rights are forfeited if End User fails to comply with the terms of this EULA, including, without limitation, this Section 8.2.

8.3 Cumulative Remedies. Except as expressly set forth in this EULA, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this EULA or otherwise.

8.4 Notices. All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

8.5 Waiver and Severability. The failure by either party to enforce any provision of this EULA will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification, or amendment of any provision of this EULA will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this EULA is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

8.6 Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings and communications between the parties with respect to the subject matter hereof. Any terms or conditions contained in End User's purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this EULA are hereby rejected by SNS and will be deemed null.

8.7 U.S. Government End Users. The Software is a “commercial item,” as that term is defined in 48 C.F.R. 2.101 (Oct. 2005), consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (Sept. 2005). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 2005), all U.S. Government End Users acquire the Software with only those rights set forth herein. All software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable. This provision does not apply to you if you are not affiliated with the government of the United States of America.

8.8 Survival. Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, and this General section shall survive termination of this EULA.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA AND AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER AGREE THAT THIS EULA FORMS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN SNS AND YOU AND ANY CORPORATION OR ORGANIZATION ON BEHALF OF WHOM YOU ARE USING THE PRODUCTS. THIS EULA SUPERSEDES ANY PRIOR PROPOSAL, AGREEMENT, REPRESENTATIONS, DISCUSSIONS, UNDERTAKINGS, COMMUNICATIONS, OR ADVERTISING, ORAL OR WRITTEN, RELATING TO THE PRODUCTS.

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