**MASTER SUBSCRIPTION AGREEMENT**

PLEASE READ THIS MASTER SUBSCRIPTION AGREEMENT (THIS "**AGREEMENT**") CAREFULLY. THIS AGREEMENT IS A BINDING CONTRACT FOR THE USE OF CABLE AUDIT ASSOCIATES, LLC DBA SUMMITAI MEDIA ("**SAIM**") SERVICES (THE "**SAIM SERVICES**"). BY ACCESSING OR USING THE SAIM SERVICES YOU ARE ACCEPTING THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT AND ITS AFFILIATES). IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE THE SAIM SERVICES. THESE TERMS WERE LAST UPDATED ON APRIL 18, 2024.

**1. AGREEMENT**. This Agreement is made by and between the party on whose behalf they are accepted ("**Customer**") and SAIM and are effective as of the date it is accepted by Customer (the "**Effective Date**"). SAIM and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

**2. DEFINITIONS**.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the SAIM Services that is used by SAIM in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SAIM Services.

(b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAIM Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the SAIM Services has been purchased hereunder.

(c) "**Customer's Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAIM Services.

(d) "**Documentation**" means SAIM's user manuals, online help, handbooks, and guides relating to the SAIM Services provided by SAIM to Customer either electronically or in hard copy form, including any end user documentation relating to the SAIM Services.

(e) "**MVPD**" means multichannel video programming distributor.

(f) "**Order Form**" means the Order Form for the SAIM Services which is signed by both parties and incorporated into this Agreement by reference hereof.

(g) "**Representatives**" means, with respect to a party, that party's employees, officers, directors, agents, independent contractors, and legal advisors.

(h) "**SAIM IP**" means the SAIM Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, SAIM IP includes Aggregated Statistics and any information, data, or other content derived from SAIM's monitoring of Customer's access to or use of the SAIM Services but does not include Customer's Data.

(i) "**SAIM Services**" means the products, support, and professional services that are ordered by Customer under an Order Form and provided by SAIM.

(j) "**Deliverables**" means any item, report, audit, software, product, documentation or other material provided by SAIM to Customer as identified under an Order Form.

(k) "**Third-Party Products**" means any third-party products described in the applicable Order Form that are provided with or incorporated into the SAIM Services.

**3. ACCESS AND USE.**

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, SAIM hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 13(f) (Assignment)) right to access and use the SAIM Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal business use. SAIM shall provide to Customer the necessary credentials to allow Customer to access the SAIM Services. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

(b) Additional Authorized Users. Additional Authorized Users for SAIM Services may be added during an Order Form Term at the same rate as set forth in the underlying Order Form, prorated for the portion of that Order Form Term remaining at the time the Authorized Users are added. Any additional Authorized Users will terminate on the same date as the underlying Order Form. Customer agrees that its payment obligations under this Agreement are not contingent on the delivery of any future functionality or features of SAIM Services, or dependent on any oral or written public comments made by SAIM regarding future functionality or features of SAIM Services.

(c) Documentation License. Subject to the terms and conditions contained in this Agreement, SAIM hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 13(f) (Assignment)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAIM Services.

(d) Development of Deliverables. Development of the Deliverables, if any, shall proceed according to the Order Form, provided that Customer delivers all necessary information and materials in a timely fashion, and if not, then SAIM's obligations which are dependent on such information, equipment, timely and correct installation of Deliverables, or materials shall be extended to reflect Customer's delay.

(e) Protection of Customer Data. SAIM will maintain appropriate administrative, physical, and technical safeguards as required by applicable law and consistent with industry standard to protect the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, SAIM will make Customer Data available to Customer for export or download as provided in the Documentation. After such thirty (30) day period, SAIM will have no obligation to maintain or provide any Customer Data.

(f) SAIM Personnel. Personnel employed or retained by SAIM who perform duties related to this Agreement shall remain under supervision, management, and control of SAIM, and SAIM shall take all reasonable steps to ensure that such personnel comply with SAIM's obligations under this Agreement.

(g) Use Restrictions. Customer shall not use the SAIM Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAIM Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available or accessible the SAIM Services or Documentation for any purpose, including but without limitation, to use with a service bureau or as part of an outsourcing offering, or to circumvent the use restrictions described or scope of access granted herein, except as expressly permitted in this Agreement or an applicable Order Form; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAIM Services, in whole or in part, for any purpose, including without limitation, to build a competitive product or service or determine whether the SAIM Services are within the scope of any patent; (iv) remove any proprietary notices from the SAIM Services or Documentation; (v) use the SAIM Services for the benefit of any party other than Customer or Customer's Affiliates, except as otherwise expressly permitted in this Agreement or an applicable Order Form; (vi) use the SAIM Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person, or that violates any applicable law; or (vii) access SAIM Services for the purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

(h) Reservation of Rights. SAIM reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the SAIM IP.

(i) Suspension. Notwithstanding anything to the contrary in this Agreement, SAIM may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the SAIM Services if: (i) SAIM reasonably determines that (A) there is a threat or attack on any of the SAIM IP; (B) Customer's or any Authorized End User's use of the SAIM IP disrupts or poses a security risk to the SAIM IP or to any other customer or vendor of SAIM; (C) Customer, or any Authorized End User, is using the SAIM IP for fraudulent or illegal activities; or (D) SAIM's provision of the SAIM Services to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of SAIM has suspended or terminated SAIM's access to or use of any third-party services or products required to enable Customer to access the SAIM Services; or (iii) in accordance with Section 6(a)(ii) (Fees) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). SAIM shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the SAIM Services following any Service Suspension. SAIM shall use commercially reasonable efforts to resume providing access to the SAIM Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. SAIM will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(j) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, SAIM may monitor Customer's use of the SAIM Services and collect and compile Aggregated Statistics. As between SAIM and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by SAIM. Customer acknowledges that SAIM may compile Aggregated Statistics based on Customer's Data input into the SAIM Services, and that Aggregated Statistics themselves are not Customer Data, and are the sole and exclusive property of SAIM. Customer agrees that SAIM may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under

applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

**4. CUSTOMER RESPONSIBILITIES.**

(a) General. Customer is responsible and liable for all uses of the SAIM Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAIM Services and shall cause Authorized Users to comply with such provisions.

(b) Customer Responsibilities. Customer will (i) be responsible for Authorized Users' compliance with this Agreement, Documentation and Order Forms, (ii) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the SAIM Services, and the interoperation of any third-party applications with which Customer uses the SAIM Services, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the SAIM Services, and notify SAIM promptly of any such unauthorized access or use, (iv) use SAIM Services only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations, and (v) comply with terms of service of any third-party applications with which Customer uses Services. Any use of the SAIM Services in breach of the foregoing by Customer or Authorized Users that in SAIM's judgment threatens the security, integrity or availability of SAIM's services, may result in SAIM's immediate suspension of the Services, however SAIM will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

(c) Third-Party Products. SAIM may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, any such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions referred to in an Order Form. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer shall not install or use such Third-Party Products. SAIM will not be liable for any failure or delay in the performance, use of, or access to SAIM Services arising from Customer's failure to install or use such Third-Party Products.

**5. SERVICE LEVELS, SUPPORT, AND ADDITIONAL PROFESSIONAL SERVICES.**

(a) Service Levels. Subject to the terms and conditions of this Agreement, SAIM shall use commercially reasonable efforts to make the products provided by SAIM Services available in accordance with the service levels set out in Exhibit A (Service Levels and Support).

(b) Additional Professional Services. From time to time during the Term, the Parties may identify additional professional services that SAIM will provide to Customer in accordance with the terms of the Agreement ("Additional Professional Services") at the consulting service rates specified in the Order Form. If the Parties agree to add any Additional Professional Services, SAIM will create an Order Form setting forth a description of such Additional Professional Services, the term during which such Additional Professional Services will be provided, the fees, and any other applicable provisions.

**6. FEES AND PAYMENT.**

(a) Fees. Customer shall pay SAIM the fees ("**Fees**") as set forth in an Order Form without offset or deduction. Customer shall make all payments on invoices within thirty (30) days of receipt. If Customer fails to make any payment when due and such failure continues for thirty (30) days or more after SAIM provides written notice of such failure, without limiting SAIM's other rights and remedies: (i) SAIM may charge interest on the past due amount at the rate of one percent (1.0%) per month or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse SAIM for all costs incurred by SAIM in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and if such failure continues for thirty (30) days or more, SAIM may suspend Customer's and its Authorized Users' access to any portion or all of the SAIM Services until such amounts are paid in full. Customer shall be responsible for all collection or legal fees necessitated by lateness or default in payment.

(b) Electronic Payments. All payments will be made electronically. If Customer prefers or requires paper payment, Customer will incur a 5% fee on all invoices requested to be paid over paper payment.

(c) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on SAIM's income. All fee's SAIM are charging is net of any local or country taxes or duties and wire fees. Customer is responsible for payment for all local or country taxes or duties and any wire fees. SAIM will include any applicable taxes as a line item on its invoices to Customer.

(d) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. SAIM may, at its own expense, on reasonable prior notice and within normal business hours, periodically (but no more than once per calendar year) inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid SAIM with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 6(a) (Fees). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

**7. CONFIDENTIALITY**.

(a) Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 7(a) (Exclusions) below, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, revenue, license fee rates, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, all SAIM IP, Documentation, and Aggregated Statistics

are the Confidential Information of SAIM; all "Customer Data" is the Confidential Information of Customer, and the financial terms and existence of this Agreement are the Confidential Information of each of the parties.

(b) Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.

(c) Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall, during the Term and for three (3) years thereafter:

(i) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(ii) except as may be permitted by and subject to its compliance with Section 7(d) (Compelled Disclosures) below, not disclose or permit access to Confidential Information other than to its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 7 (Confidentiality); and (C) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 7 (Confidentiality);

(iii) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care;

(iv) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(v) ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 7 (Confidentiality).

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 7 (Confidentiality) with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

(d) Compelled Disclosures. If the Receiving Party or any of its Representatives are compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its

rights under Section 7(b) (Protection of Confidential Information); and (ii) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 7(d) (Compelled Disclosures), the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

**8. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK.**

(a) SAIM IP. Customer acknowledges that, as between Customer and SAIM, SAIM owns all right, title, and interest, including all intellectual property rights, in and to the SAIM IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer's Data. SAIM acknowledges that, as between SAIM and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer's Data. Customer hereby grants to SAIM a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer's Data and perform all acts with respect to the Customer's Data as may be necessary for SAIM to provide the SAIM Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to SAIM by mail, email, telephone, in-person, or otherwise, suggesting or recommending changes to the SAIM IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), SAIM is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to SAIM on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and SAIM is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although SAIM is not required to use any Feedback. .

**9. WARRANTY AND WARRANTY DISCLAIMER.**

(a) SAIM warrants that during the applicable Order Form Term (i) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, and (ii) the products provided by SAIM Services will perform materially in accordance with the applicable Documentation and will conform in all material respects to the service levels set forth in Exhibit A (Service Levels and Support). SAIM does not make any representations or guarantees regarding uptime or availability of the products unless specifically identified in Exhibit A (Service Levels and Support). The remedies set forth in Exhibit A (Service Levels and Support) are Customer's sole remedies and SAIM's sole liability for performance of the SAIM services under the limited warranty set forth in this Section 9(a) (Warranty and Warranty Disclaimer). THE FOREGOING WARRANTY DOES NOT APPLY, AND SAIM STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a) (WARRANTY AND WARRANTY DISCLAIMER), THE SAIM IP IS PROVIDED "AS IS" AND SAIM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SAIM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a) (WARRANTY AND WARRANTY DISCLAIMER), SAIM MAKES NO WARRANTY OF ANY KIND THAT THE SAIM IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(c) Notwithstanding the foregoing language in Section 9(b), SAIM will use reasonable precautions to protect against any person acting by, under or through SAIM from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into the Customer software, systems or equipment used in connection with this Agreement.

**10. INDEMNIFICATION.**

(a) SAIM Indemnification.

(i) SAIM shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the SAIM Services infringe or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies SAIM in writing of the claim, cooperates with SAIM, and allows SAIM sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit SAIM, at SAIM's sole discretion, to (A) modify or replace the SAIM Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If SAIM determines that neither alternative is reasonably available, SAIM may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. In this instance, SAIM shall reimburse Customer for the pro-rated value of any prepaid services not used by Customer.

(iii) This Section 10(a) (SAIM Indemnification) will not apply to the extent that the alleged infringement arises from: (A) use of the SAIM Services not authorized by this Agreement, (B) use of the SAIM Services in combination with data, software, hardware, equipment, or technology not provided by SAIM or authorized by SAIM in writing; (C) modifications to the SAIM Services not made by SAIM; (D) Customer's Data; or (E) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at SAIM's option, defend SAIM from and against any Losses resulting from any Third-Party Claim that the Customer's Data, or any use of the Customer's Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims.

(c) Sole Remedy. THIS SECTION 10 (INDEMNIFICATION) SETS FORTH CUSTOMER'S SOLE REMEDIES AND SAIM'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAIM SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND THIS SECTION 10 (INDEMNIFICATION) SETS FORTH

SAIM'S SOLE REMEDIES AND CUSTOMER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE CUSTOMER DATA INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(d) Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), FRAUD OR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SAIM UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**11. TERM AND TERMINATION.**

(a) Term. The initial term of this Agreement begins the Effective Date and unless terminated earlier pursuant to this Agreement's express provisions will continue on in perpetuity.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) SAIM may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after SAIM's delivery of written notice thereof; or (B) breaches any of its obligations under Section 3(d) (Use Restrictions) or Section 7 (Confidentiality);

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the SAIM IP (including all SAIM's Confidential Information), and, without limiting Customer's obligations under Section 7 (Confidentiality), Customer shall delete, destroy, or return all copies of the SAIM IP (including all SAIM's Confidential Information) and certify

in writing to the SAIM that the SAIM IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. SAIM agrees to return immediately to Customer the Customer's Data in the possession of SAIM, in the form provided by Customer or as modified by SAIM and to make no further use of the Customer's Data. Notwithstanding the foregoing, each Party may retain archival copies of the other Party IP or Data, to be deleted in accordance with that party's standard backup procedures. For clarity, the foregoing sentence does not apply to Aggregated Statistics, as described in Section 3(j), which are the sole and exclusive property of SAIM

**12. SURVIVAL**. This Section 12 (Survival) and Sections 2 (Definitions), 6 (Fees and Payment), 7 (Confidentiality), 8 (Intellectual Property Ownership; Feedback), 9 (Warranty and Warranty Disclaimer), 10 (Indemnification), 10(d) (Limitations of Liability), and 13 (Miscellaneous) survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

**13. MISCELLANEOUS.**

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, the applicable Order Form(s), and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; (iii) third, the Order Form(s), and (iv) fourth, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to (i) SAIM at ATTN: Legal Departmetnt, 7730 E. Belleview Ave, Suite A-475, Greenwood Village, Colorado 80111 and to Customer at the address set forth on the Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section 13(a) (Notices)). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section 13(a) (Notices).

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Neither Party shall be liable or deemed in default for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely, and exclusively beyond the control of that Party.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by

any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.

(g) Assignment. Any assignment of this Agreement shall require the written consent of the other party, which consent shall not be unreasonably delayed, withheld or conditioned; provided, however, no consent is required in the event of merger, acquisition or sale of all or substantially all of the assets or equity of either. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Relationship of the Parties. Each Party is an independent contractor and not an agent or partner of, or joint venturer with, the other Party for any purpose, and neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

(i) Attorneys' Fees. Should either party be required to seek the services of an attorney to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable outside attorneys' fees, legal costs, and other collection fees and costs incurred by that Party in connection with the suit.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 (Confidentiality) or, in the case of Customer, Section 3(d) (Use Restrictions), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

14. **PUBLICITY**. Customer agrees that SAIM may use Customer's name and logo to indicate that Customer has purchased SAIM Services and is a SAIM customer on any of SymphonyAI's websites, client lists, and/or other marketing materials. All other SAIM public use of Customer's logo, trademark, service mark, or trade name is subject to the prior written approval of Customer, which will not be unreasonably withheld or delayed. SAIM agrees to follow Customer's documented guidelines for use of its logo, trademark, service mark, or trade name as provided by Customer to SAIM. The Parties agree that SAIM and Customer shall issue a press release with mutually agreed upon content relating to the Parties' commercial relationship, including mutually agreed upon statements from Customer and SAIM addressing the product or services provided under this Agreement, including attributed quotes. Customer agrees to participate in or host a reasonable number of reference calls or reference visits from SAIM prospective clients.

**EXHIBIT A**

**SERVICE LEVELS AND SUPPORT**

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

**A. PROVISION OF SAIM SERVICES:** SAIM will (a) make the software as a service products Customer subscribes to in an Order Form (the "**Subscribed Services**") available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, subject to Customer's use of the in accordance with this Agreement, the Documentation and the applicable Order Form, (b) provide applicable SAIM standard support for the Subscribed Services to Customer at no additional charge, and/or upgraded support if purchased, and (c) use best efforts to make the online Subscribed Services available twenty (24) hours a day, seven (7) days a week, except for: (i) planned downtime (of which SAIM shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond SAIM's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SAIM employees), Internet service provider failure or delay, failure or delay of third-party applications, or denial of service attack. In the event Downtime exceeds more than 48 hours in any 30-day period during the term customer shall have the right to terminate this Order.

**B. SERVICE LEVELS:** Subject to the terms and conditions of the Agreement, SAIM will use best efforts to make the Subscribed Services available 24 hours a day, 7 days a week, excluding unavailability as a result of any of the Exceptions described below in this Section B (SERVICE LEVELS) (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Subscribed Services to meet the Availability Requirement. "**Available**" means the Subscribed Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Documentation or applicable specifications. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither the Subscribed Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Subscribed Services that is due, in whole or in part, to any: (a) access to or use of the Subscribed Services by Customer or any Authorized User, or using Customer's or an Authorized User's access credentials, that does not strictly comply with this Agreement and applicable specifications; (b) any delay in performing or failure to perform any of Customer's obligations under this Agreement; (c) Customer or its Authorized User's Internet connectivity; (d) a force majeure event as discussed in Section 13(b) (Force Majeure) of the Agreement; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by SAIM pursuant to the Agreement; (f) Scheduled Downtime; or (g) suspension of the Subscribed Services pursuant to Section 3(i) (Suspension) of the Agreement.

**C. SCHEDULED DOWNTIME:** SAIM will use best efforts to schedule downtime for routine maintenance of the Subscribed Services in advance and give Customer at least forty-eight (48) hours prior notice of all scheduled outages of the Subscribed Services ("**Scheduled Downtime**").

**D. ENTERPRISE SUPPORT:** The Subscribed Services include SAIM's standard customer support services ("**Enterprise Support**") which will be available in accordance with SAIM's current service support schedule and subject to terms and conditions specific to the Enterprise Support (which may be updated from time to time) and is available at https://faq.revedia.com/faq/.

- Telephone: 833-828-7074
- E-mail: support@revedia.com

- Web: www.symphonymedia.com/
- US Operation Hours: 8 a.m.– 6 p.m. Mountain Time, Monday through Friday, excluding SAIM corporate holidays.