

VIDEON CENTRAL, INC. CLOUD SERVICES AGREEMENT

This Cloud Services Agreement (this "**Agreement**") is a binding contract between the customer accepting it ("**Customer**," "**you**," or "**your**") and Videon Central, Inc., a Delaware corporation ("**Videon**," "**we**," or "**us**"). This Agreement governs Customer's access to and use of the Cloud Services.

THIS AGREEMENT TAKES EFFECT ON THE EARLIEST OF THE DATE YOU (A) CLICK "I ACCEPT" OR A SIMILAR BUTTON PRESENTED WITH THIS AGREEMENT, (B) SIGN OR ACCEPT AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (C) FIRST ACCESS OR USE THE CLOUD SERVICES (THE "EFFECTIVE DATE"). BY DOING ANY OF THESE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, ACCEPT ITS TERMS, AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ORGANIZATION ON WHOSE BEHALF YOU ACCEPT IT. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE CLOUD SERVICES. THIS AGREEMENT REQUIRES BINDING ARBITRATION OF DISPUTES (SEE SECTION 16).

1. Definitions

- 1.1 "**Authorized User**" means Customer's employees, consultants, and contractors who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer in this Agreement.
- 1.2 "**Cloud Services**" means Videon's LiveEdge® Cloud Control platform and any other hosted or software-as-a-service offerings Videon makes available to Customer, including related software, application programming interfaces, and updates, as described in the Documentation and any applicable Order Form.
- 1.3 "**Customer Data**" means information, data, video, audio, and other content, in any form, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any Authorized User through the Cloud Services. Customer Data excludes Aggregated Statistics.
- 1.4 "**Documentation**" means Videon's user manuals, handbooks, and guides relating to the Cloud Services, provided or made available by Videon to Customer in hard copy or electronic form.
- 1.5 "**Order Form**" means a Videon quote, order form, online plan selection, or other ordering document that references this Agreement and specifies the Cloud Services, Fees, and subscription term purchased by Customer.
- 1.6 "**Subscription Terms**" means Videon's Subscription Terms and Conditions governing Customer's subscription to Videon hardware, embedded software, and Support Services, if applicable.
- 1.7 "**Support Terms**" means Videon's Support Services Terms and Conditions located at <https://www.videonlabs.com/lp/videon-support-agreement>.
- 1.8 "**Third-Party Products**" means any products, content, services, information, websites, or other materials owned by third parties that are incorporated into or accessible through the Cloud Services, including third-party applications made available through the Videon marketplace.
- 1.9 "**Videon IP**" means the Cloud Services, the Documentation, Aggregated Statistics, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. Videon IP includes Aggregated Statistics and any information, data, or other content derived from Videon's monitoring of Customer's access to or use of the Cloud Services, but does not include Customer Data.

2. Access and Use

- 2.1 *Provision of Access.* Subject to and conditioned on Customer's payment of Fees and compliance with this Agreement, Videon grants Customer a non-exclusive, non-transferable (except as permitted by Section 19), non-sublicensable right, during the Term, to access and use the Cloud Services, solely through its Authorized Users and solely for Customer's internal business purposes, in accordance with this Agreement, the Documentation, and any usage limits in the applicable Order Form.
- 2.2 *Documentation License.* Subject to this Agreement, Videon grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Cloud Services.

- 2.3 *Use Restrictions.* Customer shall not, and shall not permit any Authorized User or other person to, use the Cloud Services or Documentation for any purpose beyond the scope of the access granted in this Agreement. Without limiting the foregoing, Customer shall not: (a) copy, modify, or create derivative works of the Cloud Services or Documentation; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation to any third party, including on a service-bureau or time-sharing basis; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services; (d) remove any proprietary notices from the Cloud Services or Documentation; (e) bypass or breach any security device or protection, or access the Cloud Services by any means other than Videon's published interfaces; (f) input, upload, or transmit any malicious code or interfere with the integrity or performance of the Cloud Services; (g) access the Cloud Services to build a competitive product or service or to benchmark it for publication; or (h) use the Cloud Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.
- 2.4 *Aggregated Statistics.* Notwithstanding anything to the contrary in this Agreement, Videon may monitor Customer's use of the Cloud Services and collect and compile data and information related to that use, including device, performance, and diagnostic data, to be used by Videon in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between the parties, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Videon. Customer acknowledges that Videon may compile Aggregated Statistics based on Customer Data, and agrees that Videon may (a) make Aggregated Statistics publicly available in compliance with applicable law, provided they do not identify Customer, any Authorized User, or any individual, and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law.
- 2.5 *Reservation of Rights.* Videon reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights 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 Videon IP.
- 2.6 *Suspension.* Notwithstanding anything to the contrary in this Agreement, Videon may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Cloud Services if: (a) Videon reasonably determines that (i) there is a threat or attack on any of the Videon IP; (ii) Customer's or any Authorized User's use of the Videon IP disrupts or poses a security risk to the Videon IP or to any other customer or vendor of Videon; (iii) Customer or any Authorized User is using the Videon IP for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) Videon's provision of the Cloud Services to Customer or any Authorized User is prohibited by applicable law; (b) any vendor of Videon has suspended or terminated Videon's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (c) in accordance with Section 5.3 (each, a "**Service Suspension**"). Videon shall use commercially reasonable efforts to provide written notice of any Service Suspension, to provide updates regarding resumption of access, and to resume access as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Videon will have no liability for any damage, liabilities, losses (including loss of profits), or other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities

- 3.1 *Acceptable Use Policy.* The Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described in Videon's acceptable use policy located at <https://www.videonlabs.com/lp/acceptable-use-policy>, as amended from time to time (the "**AUP**"), which is incorporated into this Agreement by reference. Customer shall comply with this Agreement, all applicable laws, rules, and regulations, and the AUP.
- 3.2 *Account Use.* Customer is responsible and liable for all uses of the Cloud 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. Customer is responsible for all acts and omissions of Authorized Users, and any

act or omission by an Authorized User that would breach this Agreement if taken by Customer will be deemed a breach by Customer. Customer shall make all Authorized Users aware of the provisions of this Agreement that apply to their use of the Cloud Services and shall cause them to comply with those provisions.

- 3.3 *Customer Data.* Customer grants Videon a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display Customer Data and perform all acts with respect to Customer Data as may be necessary for Videon to provide the Cloud Services, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within Aggregated Statistics. Customer shall ensure that Customer Data and its use by Customer and Authorized Users do not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, and for maintaining its own backup copies of Customer Data.
- 3.4 *Passwords and Access Credentials.* Customer is responsible for keeping all passwords and access credentials associated with the Cloud Services confidential, shall not sell or transfer them to any other person or entity, and shall promptly notify Videon of any known or suspected unauthorized access to them or to the Cloud Services.
- 3.5 *Third-Party Products.* The Cloud Services may permit access to Third-Party Products, which are subject to their own terms and conditions presented to Customer for acceptance by website link or otherwise. If Customer does not agree to those terms, Customer should not install, access, or use those Third-Party Products. Videon is not responsible for Third-Party Products.

4. Service Levels and Support

- 4.1 *Service Levels.* Subject to this Agreement, Videon shall use commercially reasonable efforts to make the Cloud Services available in accordance with the service levels described in the Support Terms (the "**Service Levels**"). Customer's sole remedies for any failure to meet the Service Levels are those, if any, stated in the Support Terms.
- 4.2 *Support.* Videon will provide support for the Cloud Services only to the extent Customer has purchased Support Services under an Order Form or the Subscription Terms, and subject to the Support Terms. Otherwise, this Agreement does not entitle Customer to support.

5. Fees and Payment

- 5.1 *Fees.* Customer shall pay the fees stated in the applicable Order Form or, if there is no Order Form, Videon's published pricing for the Cloud Services plan selected by Customer as in effect at the time of purchase (the "**Fees**"). Unless the Order Form states otherwise, Fees are invoiced in advance and due within thirty (30) days after the invoice date, in U.S. dollars, without setoff or deduction. Except as expressly provided in this Agreement, Fees are non-cancellable and non-refundable. Videon may change its published pricing for any renewal period by giving Customer at least 30 days' notice before the renewal.
- 5.2 *Late Payment.* If Customer fails to pay any amount when due, without limiting Videon's other rights and remedies: (a) Videon may charge late charges on the past-due amount at the lesser of 1% per month or the highest rate permitted by applicable law; and (b) Customer shall reimburse Videon for all reasonable costs of collection, including attorneys' fees, court costs, and collection agency fees.
- 5.3 *Suspension for Non-Payment.* If any amount is 30 or more days past due, Videon may, upon 10 days' prior notice, suspend Customer's and all Authorized Users' access to any portion or all of the Cloud Services until all past-due amounts are paid in full.
- 5.4 *Taxes.* All Fees and other amounts payable under this Agreement exclude taxes and similar assessments. Customer is responsible for all sales, use, value-added, excise, and similar taxes, duties, and charges imposed by any governmental authority on amounts payable under this Agreement, other than taxes imposed on Videon's net income. If Customer is required by law to withhold any taxes, Customer shall gross up its payment so that Videon receives the full amount invoiced.

6. Confidential Information

From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and

other sensitive or proprietary information, whether orally or in written, electronic, or other form, that is marked or identified as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement by the receiving party; (b) was known to the receiving party without restriction before disclosure; (c) is rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party shall use the disclosing party's Confidential Information only to exercise its rights and perform its obligations under this Agreement and shall not disclose it except to its employees, agents, advisors, or subcontractors who need to know it for that purpose and who are bound by confidentiality obligations no less stringent than those in this Agreement. Each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise required by applicable law, provided that the disclosing party, where legally permitted, first gives written notice to the other party and makes a reasonable effort to obtain a protective order; or (ii) to establish its rights under this Agreement, including to make required court filings. These obligations begin when Confidential Information is first disclosed and expire 5 years thereafter, except that for Confidential Information that constitutes a trade secret under applicable law, they survive for as long as it remains a trade secret.

7. Data Security; Privacy

- 7.1 *Security.* Videon will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, use, or disclosure. Videon will notify Customer without undue delay after becoming aware of any unauthorized access to Customer Data in Videon's possession or control.
- 7.2 *Privacy Policy.* Videon complies with its privacy policy available at <https://www.videonlabs.com/lp/privacy-policy> (the "**Privacy Policy**") in providing the Cloud Services. The Privacy Policy is subject to change as described in it. By accessing, using, and providing information to or through the Cloud Services, Customer acknowledges that it has reviewed the Privacy Policy and consents to Videon's handling of information in accordance with the then-current Privacy Policy.
- 7.3 *Retrieval and Deletion.* For 30 days after expiration or termination of this Agreement (other than termination by Videon for Customer's breach), Customer may export Customer Data using the Cloud Services' standard export functionality, if available. After that period, Videon has no obligation to retain Customer Data and may delete it in accordance with its standard practices, except as required by law.

8. Intellectual Property Ownership; Feedback

- 8.1 *Ownership.* As between the parties, (a) Videon owns all right, title, and interest, including all intellectual property rights, in and to the Videon IP, and (b) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data.
- 8.2 *Feedback.* If Customer or any of its employees, contractors, or agents sends or transmits to Videon any suggestions or recommendations for changes to the Cloud Services, including new features or functionality, or any comments, questions, or the like ("**Feedback**"), Videon is free to use that Feedback irrespective of any other obligation or limitation between the parties. All Feedback is non-confidential. Customer hereby assigns, and shall cause its employees, contractors, and agents to assign, to Videon all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, which Videon may use for any purpose without attribution or compensation, although Videon is not required to use any Feedback.

9. Warranties; Disclaimer

- 9.1 *Videon Warranty.* Videon warrants that it will provide the Cloud Services using a commercially reasonable level of care and skill. This warranty does not apply to Third-Party Products.
- 9.2 *Customer Warranty.* Customer warrants that it owns or has obtained all rights, licenses, and consents necessary to provide Customer Data to Videon and to grant the licenses in Section 3.3, and that Customer Data and Customer's use of the Cloud Services comply with the AUP and applicable law.

- 9.3 *Disclaimer.* EXCEPT FOR THE LIMITED WARRANTY IN SECTION 9.1, THE CLOUD SERVICES ARE PROVIDED "AS IS" AND VIDEON SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING 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. VIDEON MAKES NO WARRANTY THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THEIR USE, 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, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. VIDEON STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THIRD-PARTY PRODUCTS.

10. Indemnification

- 10.1 *Videon Indemnification.* Videon shall defend Customer against any claim, suit, action, or proceeding brought by a third party ("**Third-Party Claim**") alleging that the Cloud Services, when used in accordance with this Agreement, infringe or misappropriate that third party's United States patent, copyright, or trade secret, and shall indemnify Customer against all losses, damages, liabilities, judgments, settlements, costs, and expenses, including reasonable attorneys' fees ("**Losses**"), finally awarded against Customer or agreed in a settlement approved by Videon.
- 10.2 *Exclusions.* Section 10.1 does not apply to the extent a Third-Party Claim arises from: (a) Customer Data or Third-Party Products; (b) any modification of the Cloud Services not made by or on behalf of Videon; (c) the combination of the Cloud Services with any product, service, data, or process not provided by Videon, if the claim would not have arisen but for the combination; (d) use of the Cloud Services other than in accordance with this Agreement and the Documentation; or (e) continued use after Videon has made available a non-infringing modification or replacement.
- 10.3 *Mitigation.* If a Third-Party Claim is made or Videon anticipates one, Videon may, at its sole discretion and expense, (a) modify or replace the Cloud Services, or any component or part of them, to make them non-infringing, or (b) obtain the right for Customer to continue use. If Videon determines that neither alternative is reasonably available, Videon may terminate this Agreement, in its entirety or with respect to the affected component, effective immediately on written notice, and will refund any prepaid Fees for the terminated portion covering the period after termination. THIS SECTION 10 STATES CUSTOMER'S SOLE REMEDIES AND VIDEON'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE CLOUD SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 10.4 *Customer Indemnification.* Customer shall indemnify, hold harmless, and, at Videon's option, defend Videon and its officers, directors, employees, agents, affiliates, successors, and assigns from and against all Losses arising from or relating to any Third-Party Claim (a) that Customer Data, or its use in accordance with this Agreement, infringes or misappropriates a third party's intellectual property rights or violates applicable law; or (b) based on Customer's or any Authorized User's negligence, willful misconduct, or use of the Cloud Services in a manner not authorized by this Agreement.
- 10.5 *Procedure.* The indemnified party shall promptly notify the indemnifying party in writing of the Third-Party Claim, reasonably cooperate at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement, subject to Videon's option under Section 10.4. The indemnified party may participate in the defense with counsel of its choice at its own expense. The indemnifying party may not settle any Third-Party Claim in a manner that imposes liability or obligations on, or admits fault by, the indemnified party without its prior written consent.

11. Limitations of Liability

- 11.1 *Exclusion of Damages.* IN NO EVENT WILL VIDEON BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR 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 VIDEON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR THEY WERE OTHERWISE FORESEEABLE.

11.2 *Liability Cap.* IN NO EVENT WILL VIDEON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO VIDEON FOR THE CLOUD SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 *Basis of the Bargain.* The limitations in this Section 11 apply even if any limited remedy fails of its essential purpose and do not limit Customer's obligations to pay Fees or Customer's obligations under Section 10.4.

12. Term and Termination

12.1 *Term.* This Agreement begins on the Effective Date and continues until the expiration or termination of all subscription terms under any Order Form or, for Cloud Services not purchased under an Order Form with a fixed term, until terminated under this Section 12 (the "**Term**"). Unless the Order Form states otherwise, each subscription term automatically renews for successive periods equal to the initial term / twelve (12) months unless either party gives notice of non-renewal at least thirty (30) days before the end of the then-current term.

12.2 *Termination for Convenience.* Videon may terminate this Agreement for any reason upon thirty (30) days' notice to Customer. However, for Cloud Services purchased under an Order Form for a fixed subscription term, such termination takes effect no earlier than the end of the then-current subscription term, unless Videon refunds all prepaid Fees for the period after the termination date. Customer may terminate this Agreement for convenience at any time for Cloud Services that are not subject to a fixed subscription term, and otherwise at the end of the then-current subscription term.

12.3 *Termination for Breach.* Either party may terminate this Agreement, effective on written notice, if the other party materially breaches this Agreement and the breach (a) is incapable of cure, or (b) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides written notice of it.

12.4 *Insolvency.* To the extent permitted by applicable law, either party may terminate this Agreement, effective immediately upon written notice, 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 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 to take charge of or sell any material portion of its property or business.

12.5 *Effect of Termination.* Upon expiration or termination of this Agreement, Customer shall immediately discontinue use of the Videon IP, subject to Section 7.3. No expiration or termination affects Customer's obligation to pay all Fees that became due before expiration or termination, or entitles Customer to any refund, except as expressly provided in Sections 10.3 and 12.2.

12.6 *Survival.* Sections 2.4, 2.5, 3.3 (as to Aggregated Statistics), 5 (as to amounts accrued), 6, 7.3, 8, 9.3, 10, 11, 12.5, 12.6, and 15 through 20, and any other provision that by its nature is intended to survive, survive any expiration or termination of this Agreement.

13. Modifications

Videon may modify this Agreement from time to time by posting the modified version at the location of this Agreement and notifying Customer by email or through the Cloud Services. Modifications take effect thirty (30) days after notice, and Customer's continued use of the Cloud Services after that date constitutes acceptance. However, for Customers with an Order Form for a fixed subscription term, modifications that materially and adversely affect Customer take effect at the start of the next renewal term. Videon will provide at least sixty (60) days' advance notice of any change to the Service Levels that Videon reasonably anticipates may result in a material reduction in the quality or scope of the Cloud Services.

14. Force Majeure

Neither party will be liable for, or be deemed in breach of this Agreement because of, any failure or delay in performance (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God; flood, fire, earthquake, pandemic, epidemic, or explosion; war, invasion, hostilities, terrorism, riot, or civil unrest; government order, law, or action; embargoes or blockades; national or regional emergency; strikes or labor disturbances; failures of utilities, telecommunications networks, the internet, or third-party hosting providers; or other similar events. The affected party shall give prompt notice and use reasonable efforts to resume performance.

15. Export Regulation

The Cloud Services use software and technology that may be subject to U.S. export control and sanctions laws, including the Export Administration Regulations and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control. Customer shall not, directly or indirectly, export, re-export, or release the Cloud Services or the software or technology included in them to, or make them accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, or to any person on a U.S. restricted-party list, including the Specially Designated Nationals List and the Entity List. Customer represents that neither it nor any Authorized User is located in, under the control of, or a national or resident of any such jurisdiction or on any such list. Customer shall comply with all applicable export laws and obtain any required license or governmental approval before exporting, re-exporting, releasing, or otherwise making the Cloud Services available outside the United States.

16. Governing Law; Dispute Resolution

- 16.1 *Governing Law.* This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule that would require the application of the laws of any other jurisdiction. The Uniform Computer Information Transactions Act does not apply.
- 16.2 *Arbitration.* Except as provided in Section 16.3, any claim, dispute, or controversy arising out of or relating to this Agreement or the Cloud Services will be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect, before a single arbitrator, seated in Centre County, Pennsylvania, and conducted in English. The Federal Arbitration Act governs this Section 16. The award is final and binding and may be entered as a judgment in any court of competent jurisdiction. Claims must be brought on an individual basis and may not be joined or consolidated with claims of other customers. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION.
- 16.3 *Exceptions.* Notwithstanding Section 16.2, (a) Videon may bring an action in court to collect Fees or other amounts due, and (b) either party may seek injunctive or other equitable relief in court to protect its intellectual property or Confidential Information. Any such action will be brought in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania, in each case located in Centre County, Pennsylvania, and each party irrevocably submits to the jurisdiction of those courts, except that Videon may enforce a judgment or seek injunctive relief in any court of competent jurisdiction.

17. Relationship to Other Videon Terms; Order of Precedence

If Customer subscribes to Videon hardware or Support Services, the Subscription Terms govern that hardware, its embedded software, and those Support Services, and this Agreement governs the Cloud Services. If there is a conflict among this Agreement, an Order Form, the Subscription Terms, the Support Terms, and the Documentation, the following order of precedence applies: (a) the Order Form, but only as to the services, quantities, Fees, billing, payment terms, and subscription term stated in it, or where the Order Form, signed by an authorized officer of Videon, expressly states that it modifies a specific Section of this Agreement; (b) this Agreement, as to the Cloud Services; (c) the Subscription Terms; (d) the Support Terms; and (e) the Documentation. Any terms in a Customer purchase order or other Customer document are rejected and have no effect.

18. Notices

Notices to Videon must be delivered in person, by certified or registered mail (return receipt requested, postage prepaid), or by recognized overnight courier to: Videon Central, Inc., Attn: Legal / Finance, 60 Decibel Rd Suite 107, State College, PA 16801 USA, with a copy by email to info@videonlabs.com, and are effective upon receipt. Videon

may update its notice address by notice to Customer. Customer consents to receive electronic communications from Videon, including notices about Fees, transactional information, and other information about the Cloud Services, at the email address associated with Customer's account or Order Form. Notices, agreements, disclosures, and other communications that Videon sends electronically satisfy any legal requirement that such communications be in writing.

19. Assignment

This Agreement is personal to Customer and may not be assigned or transferred, whether by operation of law, change of control, or otherwise, without Videon's prior written consent, and any attempted assignment or transfer in violation of this Section is void. Videon may assign this Agreement and delegate any of its obligations without Customer's consent, including to an affiliate, to a successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets or the business to which this Agreement relates, or, as to its right to receive payment, to any lender or financing party. This Agreement binds and benefits the parties and their permitted successors and assigns.

20. Miscellaneous

- 20.1 *Entire Agreement.* This Agreement, together with each Order Form, the AUP, the Support Terms, and, if applicable, the Subscription Terms, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.
- 20.2 *Severability.* If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, it will be enforced to the maximum extent permissible, and that invalidity will not affect any other provision or the validity of the provision in any other jurisdiction.
- 20.3 *Waiver.* No failure or delay by either party in exercising any right under this Agreement operates as a waiver of that right, and no waiver of any breach waives any other or subsequent breach. Any waiver must be in writing.
- 20.4 *Relationship of the Parties; No Third-Party Beneficiaries.* The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship, or confers any rights or remedies on any person other than the parties.
- 20.5 *Interpretation.* Section headings are for convenience only. The words "including" and "include" mean "including without limitation."