

PRYSM SYSTEMS, INC.

END USER LICENSE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING OR USING ANY PRYSM SYSTEMS SOFTWARE PRODUCTS. INSTALLING OR OTHERWISE USING PRYSM SYSTEMS SOFTWARE INDICATES YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT.

1. Definitions. The following capitalized terms used in this Agreement shall have the meanings given below.

“Content” means all audio, video, multimedia, data, text, images, documents, computer programs, and any other information or materials uploaded by or on behalf of Customer in connection with the use of Prysm Systems Products by Customer.

“Customer” or “Customers” means the company or other legal entity that has purchased Prysm Systems Products from Prysm Systems or from a Prysm Systems authorized reseller.

“Display/Control Software” means certain Prysm Systems software products, and modifications, in object code form as installed onto a Prysm Systems authorized Product purchased by Customer where such software permits operation of such purchased Prysm Systems authorized Product alone, including the serving of content and/or data using such Prysm Systems Product, but excluding the features and functionality of the Prysm Systems Application Suite and other similar collaboration solutions developed by Prysm Systems.

“Documentation” means any technical specification documentation generally made available by Prysm Systems to Customer with regard to the Products or Services offered by Prysm Systems.

“Products” means products developed by Prysm Systems that are purchased by Customer directly from Prysm Systems or through a Prysm Systems authorized reseller.

2. Grant of License to Display/Control Software. Prysm Systems grants to Customer a worldwide, perpetual, non-transferable, non-sublicensable, non-exclusive license to use the Display/Control Software installed on the hardware display Products for its own business purposes, but only in accordance with (i) the Documentation, and (ii) this End User License Agreement.

3. License Restrictions. With respect to the Display/Control Software or any portion thereof Customer shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Display/Control Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, trade secrets or programming interfaces of the Display/Control Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (b) distribute, remarket, re-sell, sell, sublicense, rent or lease the Display/Control Software, or use the Display/Control Software for time sharing, hosting, service provider, information processing, or consulting services or like purposes or on behalf of any third party, or otherwise on a service bureau basis; (c) remove any product identification, proprietary, copyright, trade secret or other notices or legends contained in the Display/Control Software; (d) copy the Display/Control Software; (e) modify the Display/Control Software, create a derivative work of the Display/Control Software, translate the Display/Control Software or incorporate the Display/Control Software into or with other software; (f) use any Display/Control Software which is shipped or delivered in hardware on a stand-alone basis or in any other way other than on such hardware; or (g) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any Prysm Systems Product, Prysm Systems device, or to the Display/Control Software, whether through hacking, password mining, or any other means; (h) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Display/Control Software; (i) engage in any systematic extraction of data or data fields except

as may be reasonably contemplated through the normal use of the Display/Control Software; or (j) otherwise use the Display/Control Software in a fashion that is not permitted by law.

4. Third-Party Code. The Display/Control Software may contain certain third party code which is licensed pursuant to applicable third party licenses. The license and use of the Display/Control Software in accordance with the terms of this Agreement does not and will not require the (A) disclosure or distribution of any Customer product or service or any other proprietary software of Customer in source code form, (B) license or other provision of any Customer product or service or any proprietary software of Customer on a royalty-free basis, or (C) grant of any patent license, non-assertion covenant or other rights under any Customer intellectual property.

5. Ownership. For the avoidance of doubt, the Display/Control Software and Documentation and all copies, modifications and derivative works thereof are Prysm Systems Technology, and shall be treated as such for all purposes, including without limitation, Prysm Systems' reservation of rights therein. Customer acknowledges that it is obtaining only the limited license right to the Display/Control Software and Documentation expressly set forth herein and that irrespective of any use of the words "purchase," "sale" or like terms hereunder no right, title, interest or any other ownership rights are being conveyed to Customer with regard to the Display/Control Software, Documentation, or any other Prysm Systems property, property interest, license or right therein.

6. Responsibility for Use of the Display/Control Software. Customer is responsible and liable for all uses of the Display/Control Software provided to Customer, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Display/Control Software by its authorized users or by any other Person to whom Customer or an authorized user may provide access to or use of the Display/Control Software. Customer will use reasonable efforts to prevent any unauthorized use of the Display/Control Software and immediately notify Prysm Systems in writing of any unauthorized use that comes to Customer's attention. Customer will take all steps reasonably necessary to terminate any unauthorized use. Customer will cooperate and assist with any actions taken by Prysm Systems to prevent or terminate unauthorized use of the Display/Control Software.

7. Display/Control Software License Term. The term of each Display/Control Software and Documentation license shall commence on the date of delivery of the Prysm Systems Products that include the Display/Control Software or, for Display/Control Software delivered separately, on the date of delivery of such software and the related activation codes, if any, and shall remain in effect unless terminated as provided herein. Prysm Systems may terminate the license to the Display/Control Software and Documentation in the event of a material breach by Customer of its obligations under this Agreement that is not cured by Customer upon notice of such breach from Prysm Systems. Customer may terminate this license at any time by ceasing use of the Display/Control Software and Documentation and providing written notice of termination to Prysm Systems.

8. Display/Control Software Transfer and Assignment. Customer may not assign or transfer this license, in whole or in part, without Prysm Systems' prior written consent, except that Customer may permanently transfer all of its rights under this license to a third party, provided that: (a) Customer transfers the physical Prysm Systems authorized hardware in which the Display/Control Software is made available to such third party; (b) Customer retains no copies, including any upgrades or other copies stored on any medium; and (c) the recipient agrees to the terms of this Agreement. Any attempt to transfer or assign this license not in accordance with the foregoing will be null and void.

9. Indemnification.

(a) Prysm Systems shall indemnify and hold harmless Customer against liability to third parties for any settlement amount or final judgment award in any claim, allegation or action brought by a third party that the use of the Display/Control Software by Customer in accordance with this Agreement infringes or misappropriates any U.S. patent, trade secret, or copyright of such third party (a "Claim"), provided (1) Customer gives prompt written notice of such Claim to Prysm Systems and Customer provides all available information and assistance reasonably requested by Prysm Systems with respect to such Claim, (2) the alleged infringement did not result from specifications or plans provided by Customer, and (3) Customer grants Prysm Systems the right, but not the obligation, to conduct and control the defense of such Claim, and the right and opportunity to approve or reject any settlement of any Claim for which Customer will seek indemnification from Prysm Systems.

(b) In the event any such Claim is brought or threatened, or, in Prysm Systems' opinion, a Claim is likely to be brought, Prysm Systems may, at its sole option and expense: (i) procure for Customer the right to continue to use the Display/Control Software; (ii) modify or amend the Display/Control Software, as applicable, or replace the Display/Control Software, as applicable, with non-infringing software that does not materially impair the functionality of the Display/Control Software; or (iii) if either of the foregoing is not feasible on commercially reasonable terms, terminate this Agreement and refund on a pro-rata basis any prepaid fees, and upon such termination, Customer will immediately cease use of all such infringing software.

(c) Prysm Systems shall have no obligation to Customer under this Section 9 to the extent a Claim arises from (i) Customer's breach of this Agreement; or (ii) use of the Display/Control Software in combination with any products, services, data, software, hardware or business process not contemplated by this Agreement, if the alleged infringement would not have occurred absent such combination.

(d) The foregoing provisions of Section 9 state the entire liability of Prysm Systems, and the sole remedy of Customer, with respect to any actual or alleged claim of infringement or misappropriation of intellectual property rights.

10. Limited Warranty. Prysm Systems warrants to the Customer that the Display/Control Software will perform in substantial conformance to its published program specifications, for a period of ninety (90) days from the date of receipt of the software and activation keys from Prysm Systems. No updates are required to be provided, but Prysm Systems may choose to provide updates in its sole discretion. Prysm Systems' sole obligation under this express warranty shall be, at Prysm Systems' option and expense, to modify the software so that it substantially conforms to the applicable Prysm Systems published program specifications. Prysm Systems makes no warranty or representation that its software products will meet Customer's requirements or work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error-free, or that all defects in the software products will be corrected.

11. Disclaimer. Except as set forth above, all software and related Documentation are provided to Customer on an "as-is" basis. Prysm Systems disclaims all other warranties of any kind, whether express or implied, relating to the software, including: (a) any implied warranty of merchantability, fitness for a particular purpose, title, quiet enjoyment, or non-infringement; (b) any warranty arising out of course of dealing, usage, or trade; and (c) any warranty arising out of the use of third-party service providers. In no event will Prysm Systems be liable to Customer for any indirect, incidental, special, consequential or punitive damages (including damages for loss of profits, goodwill, or any other intangible loss) arising out of or relating to Customer's access to or use of, or Customer's inability to access or use, the software or third-party provided services, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, and whether or not Prysm Systems has been informed of the possibility of damage. Customer agrees that the maximum aggregate liability of Prysm Systems to Customer for all claims arising out of or relating to the use of or any inability to use the software, whether in contract, tort, or otherwise, is limited to price paid by Customer for such software for the six (6) month period immediately preceding the date a claim for indemnification is made by Customer.

November 24, 2020