Perris Union High School District
155 4ᵗʰ Street
Perris, CA 92570

Effective Date: 5/22/2020

This letter (our "Agreement") will serve as confirmation of the involvement of **Perris Union High School District** ("DISTRICT" or "School") in the *NFHS Network* School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports ("PlayOn"). Upon execution of the Agreement, DISTRICT and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement. For the sake of clarity, "DISTRICT" may refer throughout the Agreement to the school district itself, one or more of DISTRICT high schools, or both.

PlayOn will provide eight (8) units of hardware and software ("Pixellot Systems") for DISTRICT's use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Pixellot real-time stitching technology
- d. Automated production for supported sports; new sports will be added as released
- e. Score data device (wired connection) *or* OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. Point to Point wireless internet base station (if DISTRICT does not have hard-line internet available at Pixellot venue)

Installation Services of the unit(s): (*Check one*)

Provided by PlayOn	[X]	Responsibility of DISTRICT	[ ]

Pricing for the Agreement*:

Description	No. Units	Unit Price	Sub Total
Installation Services			n/a
Extra Accessories (if applicable)			
		Total Due	n/a

*DISTRICT may purchase a wireless score data device (if venue is compatible), for which DISTRICT will be invoiced

Pixellot Systems will be installed at the following DISTRICT venues:
At each DISTRICT high school (School, or collectively, Schools), a Pixellot System will be installed in the main basketball gym and in the football stadium; provided that in any venue, sufficient infrastructure exists to support full functioning of the Pixellot System as defined herein.

1. Perris High School
2. Heritage High School
3. Paloma Valley High School
4. California Military Institute

PlayOn provides the following software and services:

- a. A branded DISTRICT video portal on www.nfhsnetwork.com for all Schools
- b. PlayOn proprietary software (*PlayOn! Manager)* for the complete management of DISTRICT-based events including scheduling, event information, and event availability.
- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch DISTRICT and all other NFHS Network events ("Consumer Subscription Plan")
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. Standard on-call customer support, training, software updates, software support, and software licenses. The cost of the annual software license for the PlayOn Software is waived as part of the Agreement.
- f. An Account Manager will be assigned as your primary contact to assist with the implementation and development of the program

Broadcast Rights and Event Content:

Regular Season Event Broadcasts. DISTRICT agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). DISTRICT has the right to determine on-demand availability of regular season events through "blackout windows." DISTRICT also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. DISTRICT will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn's activities. DISTRICT may allow (at its discretion) third party local

television coverage to broadcast regular season events at a DISTRICT without violating these restrictions. For the sake of clarity, DISTRICT shall also broadcast via the Pixellot System on the NFHS Network any regular season event that is broadcast on linear television by a third party. DISTRICT may allow DISTRICT personnel, students, parents, community members, and game attendees to record games and events in a manner not intended to compete with PlayOn.

Postseason Event Broadcasts. DISTRICT agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot system installed in the venue where the event takes place. State Association rights fees for State Postseason events produced by Pixellot Systems at DISTRICT venues will be waived since the event will be distributed exclusively on the NFHS Network.

Practices. DISTRICT may use the Pixellot Systems to schedule and record practices for internal use by DISTRICT. DISTRICT must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Syndication. PlayOn retains the right to syndicate the content, in-part or in-whole, to other distribution platforms; provided that PlayOn will provide notification to DISTRICT of any material content syndication of DISTRICT events. Existing digital sponsorship inventory remains in the content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. PlayOn may syndicate content such as game highlights to promote and market DISTRICT, its Schools, and the NFHS Network. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of DISTRICT), DISTRICT will receive a revenue share based on net sales, less fulfillment costs. Notwithstanding the foregoing, DISTRICT has the right to download DISTRICT-produced events and upload the content into a game-film-analysis platform for use by coaches, provided that the full-length events are not generally available to consumers.

Event Content. The Pixellot system's produced streams are the property of DISTRICT and all rights are reserved subject to District providing PlayOn with a worldwide, paid-up, royalty-free, sub licensable (directly and through multiple tiers) and transferrable license to reproduce, perform, transform and distribute the produced streams in any medium now existing or later developed. This license is exclusive, meaning DISTRICT may not grant these rights (or any portion of them) to any other person or entity.

DISTRICT shall be solely responsible for all event content produced by DISTRICT using the Software and distribution system contemplated hereunder. The DISTRICT will make best efforts to secure any and all releases, consents, waivers and other necessary rights from any third parties and complying with all applicable law. Should a student refuse to complete a consent or waiver form, PlayOn agrees not to single out that student for purposes of commercial sponsorship and/or paid advertising in violation of any rights of publicity that the student may have. DISTRICT agrees that all event content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of DISTRICT, PlayOn will remove DISTRICT produced events on the DISTRICT video portal. Parties agree that Pixellot system will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At DISTRICT's discretion, DISTRICT may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and on demand event availability during the Term. PlayOn will notify school in writing of any such modifications.

DISTRICT-sold Sponsorships. DISTRICT may include sponsorship elements within the broadcast of DISTRICT events in its DISTRICT video portals. DISTRICT keeps 100% of all sponsorship sales made by DISTRICT from local sponsors.

Network Advertising. PlayOn may advertise on any DISTRICT video portal and within any DISTRICT broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to *NFHS Network Commercial Materials Guidelines*. Guidelines are provided in **Exhibit B**; provided that DISTRICT shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the DISTRICT video portal, that is inconsistent with DISTRICT standards for appropriateness for viewing by the school district's student population.

Third Party Relationships. Any third-party relationships DISTRICT develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of DISTRICT. PlayOn assumes no responsibility whatsoever for any third-party relationships DISTRICT enters into.

Terms and Conditions

Term of Contract. This Agreement is effective as of the Effective Date and continues for an Initial Term of five (5) complete school years, with the first school year beginning on the next August 1 that follows the Effective Date, unless earlier terminated as provided herein. DISTRICT acknowledges that the multiyear use of a Pixellot System is being provided to DISTRICT at no cost in consideration of the licenses granted by DISTRICT to PlayOn under this Agreement and the revenue that PlayOn expects to receive from such licenses over the course of the Term.

After the Initial Term, the Agreement will remain in effect until terminated. DISTRICT has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination.

PlayOn may terminate this Agreement and remove the Pixellot system immediately, if DISTRICT has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's notice of the breach; provided that DISTRICT will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this

agreement and fails to cure within 60 days, DISTRICT has the right to terminate the Agreement and PlayOn will remove the Pixellot systems at its own expense.

Internet Connectivity. DISTRICT must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts.

Software License. During the Term of Contract, PlayOn grants DISTRICT a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record content from DISTRICT events for distribution to viewers solely on the NFHS Network. DISTRICT shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than DISTRICT pages on the NFHS Network video portal (*www.nfhsnetwork.com*). DISTRICT agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, DISTRICT agrees not to reproduce the Software or PlayOn's intellectual property. DISTRICT acknowledges that the Pixellot system includes embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and DISTRICT agrees to comply with all such terms. The Pixellot EULA will be provided at DISTRICT request.

Indemnification for IP Infringement. PlayOn shall indemnify DISTRICT against any claim that DISTRICT's use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems.

Receipt of Goods. Upon delivery of the Pixellot Systems, DISTRICT will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. DISTRICT agrees to keep the empty shipping containers at each School in the event of any warranty claims that require PlayOn to issue an RMA for the shipment of a Pixellot camera head or computer workstation.

Installation of Pixellot Systems. PlayOn will perform the installation of the Pixellot Systems and will coordinate with DISTRICT to schedule the installation work ("PlayOn Installation") provided that PlayOn will perform a site survey with DISTRICT at each venue to determine the installation location of each Pixellot System. DISTRICT agrees that all Internet Connectivity requirements have been met prior to the start of the installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the installations are taking place. PlayOn agrees that all personnel providing installation of the Pixellot Systems will meet DISTRICT requirements for entry to school venues. PlayOn agrees that ethernet data cables will be connected to the DISTRICT network by an authorized IT administrator of DISTRICT.

Revenue Sharing (Year 1-3). Revenue sharing to DISTRICT for online passes does not begin until Year 4 of Agreement (see one time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, DISTRICT will not receive any revenue share for content produced under this Agreement.

Revenue Sharing (Year 4 and future years). Starting in Year 4 of the Agreement, DISTRICT will receive ten percent (10%) of the Net Revenue ("Revenue Share") attributed to DISTRICT's Pixellot System-produced content. "Net Revenue" means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer "discounted" Annual (12 month) subscription passes for sale on DISTRICT event pages and on custom DISTRICT landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a minimum price point set by PlayOn ("Annual Base Price"). Starting in Year 4, DISTRICT may set the price point for the online sale of these Annual subscription passes at or above the Annual Base Price and will receive one hundred percent (100%) of the markup between the selling price and the Annual Base Price.

Administration of Funds. PlayOn will manage the collection and accounting of all funds received, including the management of an industry-standard refund process. If DISTRICT produces regular season content on an alternative streaming platform in violation of the Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to DISTRICT. PlayOn will calculate the funds to be disbursed to DISTRICT on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to DISTRICT within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. DISTRICT must earn a minimum of $50 in aggregate subscription proceeds within a school year to receive a check.

Special Terms

Ownership and Return of the Pixellot System. PlayOn is providing the Pixellot Systems for DISTRICT use during the term of this Agreement. It is not selling the Pixellot Systems to DISTRICT. The Pixellot Systems will remain PlayOn's property and PlayOn will remove the Pixellot Systems from DISTRICT if this Agreement terminates for any reason. DISTRICT shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.

Maintenance of Units. PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all software that is installed on the units. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide DISTRICT with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken units during the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by DISTRICT.

Providing of Sports Schedules. DISTRICT is will make best efforts , prior to 60 days before the start of a sport season, to provide the game schedules for all teams in all sports that occur in the venue where the Pixellot System is installed.   Schedules can be provided in a mutually acceptable format. PlayOn will be responsible for the initial data entry of all game schedules in the event that DISTRICT does not elect to do so. In event of a known change of schedule to an event, DISTRICT will make the required changes. Notwithstanding the foregoing, DISTRICT will not be in breach of the agreement due to an ability to communicate sudden scheduling changes that are made due to COVID-19, school closures, and public health limitations.

If DISTRICT's game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), DISTRICT agrees that PlayOn may collect DISTRICT's game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through DISTRICT's Pixellot system(s).

Revenue Sharing Acceleration.   Any individual School within DISTRICT has an option to pay a one-time fee of three thousand dollars ($3,000) per School at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

School opts to pay $3,000 to accelerate revenue sharing: YES   [   ]   NO   [   ]

Marketing. DISTRICT must use reasonable efforts to link school and team social media platforms to PlayOn scheduling system; automated "game time alert" social posts will be generated and shared to DISTRICT social media accounts.

DISTRICT agrees that PlayOn may market schools' events on third party platforms or websites (e.g. Arbiter, rSchoolToday, Maxpreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.

Confidentiality. The terms of this Agreement are commercially sensitive and are PlayOn's confidential information. Accordingly, DISTRICT may not disclose the financial or other terms of this agreement (including that DISTRICT is receiving Pixellot Systems at no charge) to any non-affiliated party without PlayOn's prior written consent notwithstanding any statutory requirements or Open Records Act to which DISTRICT must comply. If DISTRICT is required or ordered to disclose the terms of this Agreement for any reason, including any open records request, before doing DISTRICT must use best efforts notify PlayOn prior to such disclosure.

WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO DISTRICT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO DISTRICT UNDER THIS AGREEMENT.

[Signatures on Next Page]

Complete the information below and fax entire document to 404.920.3199

Signed: Date: _____

Mark Rothberg

_____
Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by DISTRICT:

Signature: _____

Name: _____

Title: _____

Email: _____

DISTRICT: _____

Primary Contact: _____   **Facilities Contact**: _____

Email: _____   (Who can help us coordinate
                                                            venue logistics at the schools?)

Mobile Number: _____   Email: _____

Phone Number: _____

Bookkeeper: _____   **IT/Network Contact**: _____

Email: _____   Email: _____

Phone Number: _____   Phone Number: _____

Shipping Address for Pixellot Systems: ☐ Individual Schools   *OR*   ☐ One Location (list address below)

_____

_____

_____

Subscription Revenue Check Made Out to: _____

EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

Whitelist all **outbound** HTTP/S traffic to **pixellot.tv**.

Whitelist all **outbound** HTTP/S traffic to **logmein.com**.

No inbound firewall rules are required. No services will ever connect directly to the host.

However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
1935	TCP	Video streaming	RTMP
443	TCP	Remote Management	https, agent
4444	TCP	Performance Monitoring	
123	TCP+UDP	Clock synchronization	NTP-clock sync
80	TCP	Event control (stop / start)	RabbitMQClient (Coordinator in Production/Necessary for Graphics)
2077 2088	UDP	Video streaming	ZIXI broadcaster
53	TCP+UDP	DNS Name management	
1401 1402 1403	TCP	Sportzcast (Score data integration tool)	

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.

EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school districts that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.

2. Cigarettes or Tobacco Advertisements.

3. Betting or Gambling Advertisements.

4. Firearms Advertisements.

5. 900 Phone Number Advertisements.

6. Contraceptive Advertisements.

7. Tattoo Parlor and Body Piercing Advertisements.

8. "NC-17" Rated Movie Advertisements.

9. Adult Entertainment Advertisements.

10. "R" Rated Movie Advertisements.

11. "M" Rated Electronic (computer or video) Games Advertisements.

12. Hard Liquor Advertisements.

13. Beer, Wine, or other Alcoholic Beverage Advertisements

14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.

15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.

16. "High Risk" Health Offerings.

IN THE EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THIS EULA AND A STATE OR LOCAL LAW GOVERNING YOU OR YOUR OPERATIONS, THE PROVISIONS OF STATE OR LOCAL LAW WILL GOVERN; *PROVIDED*, *HOWEVER*, THAT IF SUCH CONFLICT WOULD RESULT IN ANY CHANGE TO PIXELLOT'S LIMITATIONS OF LIABILITY UNDER SECTION 12 OR INCREASING PIXELLOT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 13.1, THEN THE PROVISIONS OF THIS EULA WILL GOVERN.

<u>END USER LICENSE AGREEMENT</u>

*This End-User License Agreement ("**EULA**") constitutes a binding contract between Pixellot Ltd. and/or its subsidiaries and affiliates ("**Pixellot**") and You – a legal entity (a company, a partnership, or any other legal entity) or an individual (an employee or authorized agent of an entity; hereinafter the "**End-User**" or "**You**"). This EULA shall govern any use of the Pixellot System (as defined below and as detailed in the Agreement to which this EULA is attached).*

If you are acting on behalf of an organization to acquire a right to use the Pixellot System, then you represent and warrant that you are duly authorized to enter into this agreement on behalf of the organization and that you have the proper authority to legally bind the organization, by this agreement.

Taking any step to set-up, configure or install the Pixellot System constitutes your assent to and acceptance of this end user license agreement. Written approval is not a prerequisite to the validity or enforceability of this agreement and no solicitation of any such written approval by or on behalf of You shall be construed as an inference to the contrary. If You have ordered this system and such order is considered an offer by You, Pixellot's acceptance of your offer is expressly conditional on Your assent to the terms of this agreement, to the exclusion of all other terms. If these terms are considered an offer by Pixellot, Your acceptance is expressly limited to the terms of this agreement. If You do not agree with all of the terms of this agreement, you must return the System with the original package and the proof of payment to the place you obtained it for a full refund.

This EULA also applies to any update of the System as may be used by You.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. <u>**Definitions:**</u>
   For the purpose of this EULA, the following terms shall have the meaning ascribed next to them:
   1.1. "**Agreement**" means a written contract provided to You by Pixellot's authorized representative - 2080 Media, Inc., dba PlayOn! Sports ("**PlayOn**") and authorized by You, outlining the binding details of a transaction between You and PlayOn.
   1.2. "**Confidential Information**" means as defined in Section 10 below.
   1.3. "**Broadcast" or "Broadcasting**" means the transfer of a digital signal to viewers of the data being recorded by using the System; or the record of data using the System;
   1.4. "**Broadcasting Subject**" means the content of the event (e.g. a sports event, concert etc.) being recorded through the use of the System;
   1.5. "**Content**" means information and data related to the Customer's use of the System, the Customer's layout and the Product's functions and processes as carried out by the Customer and its viewers;
   1.6. "**Customer**" means an individual, corporation or other legal entity, to which Pixellot has granted, pursuant to the Agreement, a license to use the System in accordance with the EULA (as defined below) for the purpose of Broadcasting;
   1.7. "**Documentation**" means the technical specifications, user-guides and tutorials associated with the System, as provided by Pixellot;
   1.8. "**EULA**" means this end-user license agreement;
   1.9. "**Hardware**" means those tangible parts of the System provided to you by Pixellot.
   1.10. "**Maintenance & Support Services**" means the provision of technical assistance, as well as updates, upgrades and enhancements, to Customers that choose to subscribe to such supplementary services, all as set forth in Section 8 below;
   1.11. "**Marks**" means all trademarks, service marks, logos, insignia or any other designation of source or origin, whether registered or not;
   1.12. "**Software**" means that software in object code form provided to you by Pixellot as part of the System;
   1.13. "**Set-Up**" means the physical placement of the System in a designated location for a Broadcast;
   1.14. "**System**" means the combination of Hardware and Software, as outlined in the Agreement;

2. <u>**Headings; Interpretation**</u>
   2.1. Headings of the Sections herein shall not be used in any way for interpretation of this EULA. The preamble herein shall be deemed an integral part of this EULA.
   2.2. The term "including", means including, but not limited to, and without limitation, to the generality of the preceding phrase. All examples in the Agreement and all "i.e." and "such as" notations, indicate an illustration, by way of example only, of the preceding phrase, without limiting its generality. Terms defined in the Order Form shall have the same meaning as defined there.

3. <u>**License**</u>
   3.1. Subject to the terms hereof and of the Agreement, Pixellot grants You a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, to Install and use the System for such video production purposes as specified in the Agreement, and in accordance with the relevant end-user Documentation provided to You by Pixellot, solely within the scope and limited to the territory, if and as set forth in the Agreement (the "**License**"). The use of the System includes broadcasting the output of the System, subject to, and in compliance with, the broadcasting rights of or retained by You.
   3.2. For clarification purposes, the License does not include the grant and/or award of any broadcasting rights of any kind or nature, whether of or to End-User and of or to any third party. You are solely responsible and liable to obtain and secure, and You shall obtain and secure, in advance and prior to each Broadcasting, any and all permissions, informed consents, clearances, releases and waivers concerning broadcasting rights, copyrights, performance rights, publicity and privacy rights, personal data rights, and all other pertinent rights, title and interest, from any third party having any such right, title or interest in or to the Broadcasting or its content (including all individuals depicted, documented or portrayed in each Broadcasting), which may be required to allow You and Pixellot to lawfully capture, record, retain, edit, modify, publicly transmit and

share and use the Broadcasting, through the System and its features and functionality, throughout any territory in the world (collectively, a "**Broadcasting License**").

4. <u>**Authorized Use of the System; Restrictions**</u>

4.1. All rights not specifically granted to End-User herein are exclusively reserved to Pixellot.

4.2. You are required to promptly install any Software upgrade or update provided by Pixellot to You.

4.3. You will not, by yourself or through others: (i) attempt to reverse engineer, decompile, disassemble, translate or otherwise seek to develop, copy or expose the System, the Software (including the source code), the Hardware, the underlying ideas thereof, or any part thereof or assist or allow any third party to do the same; (ii) use, copy, modify, merge, distribute, transfer or sublicense the System or any part thereof, except as expressly authorized in this EULA or in the Documentation; (iii) use or license the System for the benefit of third parties not in conjunction with the Agreement, this EULA or the Documentation; (iv) represent that you possess any proprietary interest in the System or any part thereof, nor delete, deface or otherwise erase any proprietary notice of Pixellot from the System, the Software or any part thereof; (v) directly or indirectly, take any action to contest Pixellot's intellectual property and proprietary rights or infringe them in any way; (vi) write or develop any derivative software or any other software program based upon all or any part of the System (including, without limitations, any user manuals) or any other proprietary or confidential information of Pixellot; or (vii) develop, or create, or permit others to develop or create, a product or service similar to or in competition with the System.

4.4. You may not engage in or attempt to engage in: (i) any form of testing, scanning, scraping, probing, robotic navigating, bulk extracting or hacking of the System; (ii) Breaching the security of the System or identifying any security vulnerabilities thereof; (iii) Interfering with, circumventing, manipulating, impairing or disrupting the operation, or the functionality of the System; (iv) Working around or circumventing any technical limitations in the System; or (v) Activities which may enable features or functionalities which are otherwise disabled, inaccessible or undocumented in the System.

4.5. The System is licensed to You based on the applicable license configuration purchased under the Agreement. The license permits the use of the System in accordance with the type of System, and those functions indicated in Your Agreement and any other term set forth herein and/or in any applicable Agreement. Without derogation from any applicable laws, it is a violation of this EULA to create or design any hardware, software or system which alters the Hardware or any other component of the System with the intent or resulting effect, of circumventing the license provided herein.

4.6. You may not use the system for any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law or industry standard, including any applicable laws and regulations governing copyrights, computer hacking, privacy and export control.

4.7. "Open Source Software" shall mean software licensed under terms that require You to make modifications to the Open Source Software or any software that You combine with the Open Source Software freely available in source code form. You shall not use any Open Source Software, including software licensed under the GNU General Public License ("GPL"), the Mozilla Public License ("MPL") or the IBM Public License ("IPL"), in the creation of interfaces or in any other way together with or in combination with the System or any part thereof if such use may: (i) create, or purport to create, obligations of Pixellot with respect to the System; (ii) grant, or purport to grant, to any third party any rights to, waivers of or immunities under Pixellot's intellectual property or proprietary rights; and/or (iii) cause, or be interpreted or asserted to cause, the System in whole or in part or any modifications or enhancements thereof to become subject to the terms of the GPL, MPL or IPL or other Open Source Software license.

4.8. The Software may use or may be provided with third party software ("Third Party Code"), including those detailed, in the accompanying documentation or README file conveyed to the Licensee together with the System. To the extent so stipulated by the license that governs each Third Party Code ("Third Party EULA"), each such Third Party Code is licensed directly to Licensee from its respective licensors and not sublicensed from Pixellot and is subject to its respective Third Party EULA, not to this EULA. If, and to the extent, a Third Party EULA requires that this EULA effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this EULA, as required, and shall supersede any conflicting provision of this EULA, solely with respect to the corresponding Third Party Code which is governed by such Third Party EULA.

In the event that You or another third party, modifies, replaces or substitutes any Third Party Code used in or provided with this Software, Pixellot and its resellers, distributors and representatives, are irrevocably and fully released from any and all liabilities, warranties, performance, and maintenance and support obligations (if they are otherwise applicable), with respect to the System.

If, and to the extent, a Third Party EULA requires that the source code of its corresponding Third Party Code be made available to You, and such source code was not delivered to You with the System, then Pixellot hereby extends a written offer, valid for the period prescribed in such Third Party EULA, to obtain a copy of the source code of the corresponding Third Party Code, from Pixellot. To take up this offer, contact Pixellot at: info@pixellot.tv.

5. <u>**Title and Intellectual Property**</u>

5.1. The System, including the Software, the Documentation and all ideas underlying the System, including any revisions, corrections, modifications, enhancements, updates and/or upgrades thereto, are and shall remain Pixellot's property and protected under any applicable laws and treaties. All rights, title and interests in and to the System, including associated intellectual property rights (including but not limited to patents, copyrights, trade secrets, trademarks, etc., all whether registered or not), evidenced by or embodied, attached, connected and/or related to the System, and any goodwill associated therewith, are and shall remain Pixellot's sole property, except for off-the-shelf components that are included therein. The License granted to You hereunder does not convey to You any interest in or to the System, but only a limited right of use, revocable in accordance with the terms and conditions of this EULA.

5.2. Nothing in this EULA or in the Agreement constitutes a waiver of Pixellot's intellectual property rights under any law. The licenses for the System granted, pursuant to this EULA, gives you a limited right to use the System, but does not constitute a sale of the System.

5.3. Any use of the System in violation of the limited license granted hereunder or restrictions imposed in this EULA may result in the revocation of the license and may expose you to claims for damages.

5.4. You agree to take all reasonable steps to prevent unauthorized copying, use or disclosure of the System or any portion thereof.

5.5. All goodwill arising out of any use of Pixellot's Marks by You, will inure solely to the benefit of Pixellot. You hereby agree that you will not engage or participate in any activity or course of action that dilute, diminishes or tarnishes the image or reputation of Pixellot or its Marks.

6. *Third Party Components*

The Hardware may include off-the-shelf third-party components; in such event, the use thereof is, and shall be, subject to the warranty and terms of sale of such third parties, as included in the Documentation. In addition, the Software may contain software components provided by third parties; in such event the use thereof is, and shall be, subject to their applicable license terms and conditions, if and as applicable, as may be found in the Documentation or in the "About Box" of the System. In the event that no such third-party license agreements exist or apply, then the provisions of the License granted hereunder shall apply on all such third-party software, *mutatis mutandis*.

7. *Term*

7.1. The License granted hereunder shall be in effect for the term specified in the Agreement (the "**Term**"). Notwithstanding the foregoing, in the event of a breach by End-User of any of the provisions of this EULA that has not been cured (to the extent such breach is curable) in such a manner satisfactory to Pixellot, within 7 days from the receipt of a written notice, then (i) the License hereunder shall automatically terminate; (ii) the System (including the Hardware, Software and all copies of Documentation) shall be immediately returned to Pixellot at End-User's expense; (iii) End-User shall be required to make immediate payment of all outstanding amounts due by End-User to Pixellot. The foregoing shall be without prejudice to any other remedy Pixellot may have under applicable law or agreement. For the removal of any doubt, no refunds or any portion thereof will be made. Except for the License granted herein and as expressly provided herein, the terms of this EULA shall survive termination

7.2. Upon termination or expiration hereof for any or for no reason, the License granted hereunder shall terminate, and End-User shall not be allowed to further use the System (including the Hardware, Software and all copies of Documentation) or any part thereof. The provisions of paragraphs 4.1, 4.3, 4.4, 5, 10, 12, 13 and 14 will survive the termination or expiration of this EULA.

8. *Delivery; Installation; Support*

8.1. The System shall be delivered to You with the Software already installed in the Hardware and with accompanying Documentation. Delivery is made EXW (Incoterms 2010) at the destination specified in the Agreement; shipment costs are born by You.

8.2. Set-Up and Installation of the System on site (whether in a stadium, in a studio, in a mobile studio or broadcasting car or otherwise) shall be made by End-User and at its sole responsibility, according to the Documentation and/or training provided by Pixellot to End-User.

8.3. During the Term, and subject to the terms and conditions of this EULA and your full and timely payment to Pixellot and or its local authorized representative of all applicable fees, You shall be entitled to Maintenance & Support Services which shall include first and second level support to be made by Pixellot or a local authorized representative of Pixellot as designated by Pixellot, according to the provisions of Pixellot's Service Level Agreement or as otherwise set forth in the Agreement. Pixellot or its authorized representative will endeavor to respond to support requests within a reasonable time, and provide a reasonable resolution to your question, problem or inquiry.

8.4. Pixellot may discontinue the provision of the Maintenance & Support Services (and, accordingly, discontinue collecting the respective fees for such support services), through prior notice to You of no less than thirty (30) days.

9. *License Fee*

The fees applicable to the License hereunder, including payment terms and other related conditions are set forth in the Agreement.

10. *Confidentiality*

10.1. In the course of its operation, the System may transmit Content to Pixellot. Pixellot may use the Content for the following purposes:

10.1.1. To perform its obligations under this Agreement, improve and customize the Products and the Maintenance & Support Services;

10.1.2. To collect fees, to conduct administrative activities necessary to maintain and provide the System or any part thereof and the Maintenance & Support Services, enforce this EULA, take any action in any case of dispute, or legal proceeding of any kind, involving Pixellot local representative or the Customer, with respect to the System, and prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the System;

10.1.3. If Pixellot is required, or reasonably believes that it is required, by law, to share or disclose the Content, or if such sharing or disclosure is required pursuant to a subpoena, order, or decree issued by a competent judicial or administrative authority, provided that, to the extent legally permitted, Pixellot will give You prompt notice of the requirement prior to such disclosure, to allow it, at its exclusive cost and expense, to intervene and protect its interests in the Content, should the Customer so desire;

10.1.4. Derive information and analyses of statistical information, from the Content, in a manner that does not identify the Customer and/or its viewers and use such derived information and analyses for any purpose, including commercial purposes. The Customer and/or its viewers will not be entitled to any remuneration from Pixellot, for the use by Pixellot of such derived data or analyses.

10.2. Subject to the foregoing, Pixellot will take precautions to maintain the confidentiality of the Content. Pixellot will not use or disclose, or have the Content used or disclosed, except as described above, or otherwise subject to Your or Customer's (as applicable) express, prior, written permission. Pixellot's personnel will access the Content on a strict 'need to know' basis, subject to the terms herein.

10.3. You acknowledge that the System and all elements thereof, including without limitation, its design, structure, capabilities, functionality, payment details and Documentation, constitute Pixellot's confidential information. Accordingly, You must treat all such information as confidential material in a manner no less protective than You use to protect Your own similar assets, but in no event less than reasonable care. Without derogating from the foregoing, You will maintain in strict confidentiality any information regarding the System's functionality, capabilities, structure, design and all other details related thereto, any of Our business practices, tutorials and training material, and will not disclose them, or have them disclosed, directly or indirectly to any third party without Our prior written consent.

10.4. Notwithstanding the foregoing, you may, disclose confidential information, only if and to the extent such disclosure is required in order to comply with a legal obligation including, orders, subpoenas, decrees or request prescribed by a competent judicial, administrative or regulatory authority, provided that, to the extent legally permitted, you promptly notify Pixellot of such legal obligation, to give Pixellot an opportunity to challenge the legally required disclosure.

11. <u>*Warranty*</u>

11.1. Pixellot hereby warrants for End-User's benefit alone, that for the term of the Maintenance & Support Services (the "**Warranty Period**"), the Software, provided the System is installed and operated as specifically directed by Pixellot including the installment of any upgrades to the Software, shall substantially operate in accordance with the functional specifications set in the Documentation and as specifically provided by Pixellot, and shall be free of bugs and/or technical defects in material respects.

11.2. You hereby acknowledge that the System relies on network, infrastructure, hardware and software, partly managed and operated by others. Therefore, Pixellot does not warrant however that Your use of the Software or the System will be uninterrupted or that the operation of the System using the Software will be secure or that it will always be available, free from errors or omissions, malfunctions, bugs or failures, including hardware failures, software failures and software communication failures. If Pixellot receives notice of any System failure or malfunction, or if Pixellot identifies them by itself, Pixellot will endeavor to regain the System's full availability, pursuant to section 8 above or the Service Level Agreement. However, such incidents will not be considered a breach of this EULA, and Pixellot shall be excused from the performance of its obligations under this EULA, insofar as the performance is prevented, or interfered with, due to acts by third parties, or conditions beyond Pixellot's reasonable control.

11.3. Pixellot's sole liability and End-User's sole and exclusive remedy for any breach of this warranty by Pixellot shall be the repair or replacement of the defective Software component that does not meet this limited warranty, within reasonable time. The foregoing warranty applies only to failures in operation of the Software that are reproducible in standalone form and does not apply (i) if the defect is caused by faulty maintenance, installation at site or set-up, by alterations undertaken without Pixellot's consent or by faulty repair; (ii) if the defect is caused by use of a superseded update or upgrade of that Software that Pixellot makes generally available to its End-Users ("**Software Release**") of the Software, if the defect would have been avoided by the use of a current Software Release of the Software that Pixellot provides to its End-Users; (iii) if the defect is caused by the combination, operation or use of the Software with software, hardware or other materials not licensed hereunder and not conforming to Pixellot's specifications set forth in the Documentation; (iv) if the Software is otherwise operated in violation of this EULA or not in conformity with the provisions of the Documentation. Warranty with respect to the Hardware components included in the System shall be as set forth in the Service Level Agreement.

11.4. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SYSTEM, INCLUDING THE SOFTWARE, THE HARDWARE AND THE DOCUMENTATION ARE LICENSED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND PIXELLOT DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, THE OUTCOME OF THE BROADCASTING, SYSTEM INTEGRATION, MAINTENANCE & SUPPORT SERVICES AND ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS; WITHOUT LIMITING THE FOREGOING, PIXELLOT SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES THAT MAINTENANCE & SUPPORT SERVICES OR THE SYSTEM WILL MEET YOUR REQUIREMENTS OR FULFILL ANY OF YOUR NEEDS. TO THE EXTENT PIXELLOT MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW. NO LICENSOR, DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

11.5. EXCLUSIONS: Notwithstanding anything herein to the contrary, Pixellot's warranty obligations above, and its obligations pursuant to Section 8 and the Services Level Agreement, will not apply, in any of the following events:

11.5.1. The non-performance was caused by Your acts or omissions or anyone on End-User and/or Customer's behalf, which are not compliant with the permitted use of the System under this EULA or under the Documentation.

11.5.2. The System has been modified, repaired or altered by anyone other than Pixellot, or in the event that customizations thereto have been developed and/or changes thereto have been introduced by anyone other than Pixellot, or without Pixellot's prior written approval; or

11.5.3. The System has been combined with, or installed on or with, irregular software or equipment, not authorized by the Pixellot.

11.6. Pixellot will assume no liability whatsoever for damages incurred or sums paid by You, in connection with any fault by You or any third party's harmful components impacting Your computer network (such as computer viruses, worms, computer sabotage, or "denial of service" attacks).

12. <u>*Limitation of Liability*</u>

12.1. EXCEPT FOR ANY BREACH UNDER SECTIONS 5, 10 AND 13, PIXELLOT SHALL NOT BE LIABLE TO END-USER OR TO ANY THIRD PARTY FOR INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING AMOUNTS REPRESENTING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA OR LOSS OF BUSINESS, WHETHER IN ACTION, IN CONTRACT OR TORT, EVEN IF THOSE DAMAGES WERE FORESEEABLE OR RESULTED FROM THE BREACH OF A FUNDAMENTAL TERM HEREIN OR OF THE AGREEMENT, OR IF PIXELLOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE FOREGOING, IN THE EVENT THAT BY OPERATION OF LAW PIXELLOT IS FOUND LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, THE HARDWARE, THE DOCUMENTATION AND/OR THIS EULA AND AGREEMENT, THEN PIXELLOT'S TOTAL LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED THE PAYMENT MADE TO PIXELLOT BY THE APPLICABLE END-USER FOR THE SPECIFIC SYSTEM THAT IS THE SUBJECT OF THE CLAIM; AND IF NO SUCH SPECIFIC SYSTEM IS APPLICABLE – THEN THE PAYMENT MADE TO PIXELLOT BY THE APPLICABLE END-USER DURING THE 6 MONTHS PRECEDING THE EVENT CAUSING THE DAMAGE.

12.2. Pixellot's sole liability and your exclusive remedy, for any claims regarding the System's performance, availability, errors or malfunctions, is the performance of the Maintenance & Support Services pursuant to section 8 above.

12.3. Pixellot has no responsibility or liability in respect to Your reliance upon, or use of, the System, any actions or omission You perform in connection with the Broadcasting, or any consequences resulting therefrom.

13. <u>*Indemnification*</u>

13.1. <u>Pixellot's Indemnity</u>. Pixellot shall indemnify, defend and/or settle, and hold You and Your directors, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by them pursuant to any third party claim brought against them that the System infringes any valid copyright, patents, trademarks or trade secrets. Pixellot shall have no obligation under this section with respect to any claim based upon or arising from (A) modification of the System in any manner not expressly permitted in the Documentation, by any person or entity other than Pixellot, if an infringement claim would have been avoided but for the modification; or (B) any use of the System, outside the scope of the license granted in, or contrary to, the provisions of this EULA; (C) the combination of the System with any other service or product; or (D) Broadcasting without a license, right or title to do so. In the event that the System is held to, or Pixellot believes is likely to, be held to infringe any intellectual property right of a third party, Pixellot may, at its own expense,

(x) modify or substitute the System so that it is no longer infringing but retains substantially similar features and functionality; (y) obtain for You a license to continue using the System as contemplated herein; or (z) if (x) and (y) are not reasonably practicable, terminate the License as to the infringing System.

13.2. <u>Your Indemnity</u>. You shall indemnify, defend and/or settle, and hold Pixellot and its directors, officers, employees, and agents, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by Pixellot pursuant to any third party claim brought against Pixellot to the extent such claim results from or relates to: (A) modification of the System in any manner not expressly permitted in the Documentation, by any person or entity other than Pixellot, if an infringement claim would have been avoided but for the modification; or (B) any use of the System, outside the scope of the license granted in, or contrary to, the provisions of this EULA; (C) the combination of the System with any other service or product; (D) Your infringement of a Broadcasting License or the use of the System without an appropriate Broadcasting License or (D) any other breach of Your undertakings or covenants hereunder.

13.3. <u>Indemnity Procedure</u>. The foregoing indemnification obligations are dependent upon the Party seeking indemnification ("**Indemnitee**") providing the indemnifying party ("**Indemnitor**") with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at the Indemnitor's expense; and (iii) exclusive control over the defense of such indemnifiable claim and any related settlement negotiations. Indemnitee will not settle or compromise any such claim without the Indemnitor's prior written consent, which will not be unreasonably withheld or delayed. The Indemnitee will have the right, at its own expense, to participate in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of its own selection

14. <u>*Miscellaneous*</u>

14.1. <u>Injunctive Relief</u>. In the event of breach of this EULA or the License hereunder, You hereby acknowledge that such a breach may cause irreparable harm to Pixellot for which monetary or other damages may not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, Pixellot will be entitled to seek an injunction or other equitable remedy against such breach.

14.2. <u>Assignment</u>. End-User may not assign its rights or obligations hereunder without the prior written consent of Pixellot.

14.3. <u>Severability</u>. If any provision of this EULA is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible so as to affect the intent of this EULA, and the remainder of the provisions of this EULA shall remain in full force and effect.

14.4. <u>No Waiver of Rights and Remedies</u>. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

14.5. <u>Governing Law and Jurisdiction</u>. This EULA shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of or related to this EULA shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located New York County in the Southern District of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

14.6. <u>Entire Agreement</u>. This EULA and, to the extent applicable, any additional agreement in writing between You and Pixellot, represents the complete agreement concerning the License between the parties and supersedes all prior agreements and representations between them. Pixellot reserves the right, at its discretion, to change, modify, add or remove portions of this EULA by sending You an updated version of the EULA. You will be deemed to have accepted such changes by continuing to use the System.

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