



SITCH PLATFORM LICENSE & USE AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE UTILIZING OUR SITCH PLATFORM AND ASSOCIATED SOFTWARE. THE USE OF THE SITCH PLATFORM INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT.

This Sitch Platform License & Use Agreement ("Agreement") is between the purchasing entity identified on a relevant Sitch Platform order ("User") and Skyline Technology Solutions, LLC ("Skyline"). User's license and use of Skyline's Sitch Platform is solely governed by the terms and conditions set forth herein. User agrees to abide by the terms of this Agreement.

1. Definitions.

- a. **"Acceptance"** means that the User has accepted the terms of this Agreement and has executed this agreement by signature of its authorized official.
- b. **"Date of this Agreement"** means the Effective Date.
- c. **"Derivative Works"** means any modifications, changes or enhancements to the Sitch Platform made by the User, or on behalf of the user by Skyline or a third party.
- d. **"Effective Date"** means the date User's access to or use of the Sitch Platform.
- e. **"License Fee"** means any fee due to Skyline as set forth in Exhibit A
- f. **"On-Premises Software"** means the Skyline software included with the Sitch Platform (if any) which is installed in a User's on-premises environment and is necessary to use or access the Sitch Platform.
- g. **"Permitted End Users"** means any employee of the User and there shall be no limit on the number of such qualified Permitted End Users who may use the Sitch Platform.
- h. **"Sitch Platform"** means the entire range of software applications and services under the Sitch brand provided by Skyline Technology Solutions, LLC, now known or hereafter developed, including but not limited to the software previously branded as Skyline Claris Portal, Skyline Transcoding

Service, Skyline Streaming Service, and includes all associated appliances, programs, models, rules, documentation, and all modifications made thereto by Skyline. "Sitch Platform" also includes any third-party embedded software products licensed by Skyline that are provided as part of these applications. Sitch Platform documentation is available at <https://skylinenet.net/solutions/video-interoperability-and-sharing/> and updated from time to time.

- i. **"Subscription Fee"** means any such fee due to Skyline as set forth in Exhibit A
- j. **"Subscription Term"** means the initial term of User's authorized use of the Sitch Platform, as set forth in the applicable order, together with any renewal terms (if applicable). The initial term begins on the earlier of (a) the date on which you start using the Sitch Platform or (b) as otherwise specified in Exhibit A.
- k. **"Support Services Term"** means the period covered by an annual support service agreement with Skyline for the use of the On Premise Software.
- l. **"Use" or "Using"** means to access, install, download, copy or otherwise benefit from using the functionality of the Sitch Platform.

2. User's Duties.

- a. **Ownership of Intellectual Property.** User recognizes that, except for certain third-party software, which is the intellectual property of the applicable third-party licensors, the Sitch Platform is Skyline's intellectual property. Skyline shall retain sole and exclusive ownership of all right, title, and interest in and to the Sitch Platform, all copies thereof, and all modifications and enhancements thereto made by Skyline at Skyline's initiative (including ownership of all copyrights, trademarks, trade secrets and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide User with title or ownership of the Sitch Platform but only a license as described more fully herein.

- b. Enhancements or modifications created by Skyline prior to this Agreement or outside of this Agreement and used by Skyline to fulfill its obligations under this Agreement will remain the property of Skyline.
- c. Ownership of software, enhancements, modifications, intellectual property and deliverables developed for User by Skyline shall be owned and retained solely by Skyline unless otherwise agreed upon in a separate written agreement between Skyline and User.
- d. Confidentiality Agreement. User agrees to abide by the terms of Paragraph 4.
- e. Report to Skyline. User agrees to abide by the terms of Paragraph 5.

3. Sitch Platform License/Terms of Use.

- a. UPON EXECUTION OF THIS AGREEMENT, USER SHALL PAY TO SKYLINE THE LICENSE OR SUBSCRIPTION FEE IN THE AMOUNT AND BY THE DUE DATES AS SET FORTH IN EXHIBIT A. UPON PAYMENT IN FULL OF ALL APPLICABLE FEES, SKYLINE GRANTS TO USER A NON-EXCLUSIVE, LIMITED, NON-ASSIGNABLE, NON-TRANSFERABLE LICENSE TO USE THE SITCH PLATFORM AND/OR ON PREMISE SOFTWARE AS PROVIDED IN THIS AGREEMENT. THE SITCH PLATFORM IS LICENSED BY SKYLINE TO USER ACCORDING TO THE TERMS OF THIS AGREEMENT. ALL RIGHTS NOT EXPRESSLY GRANTED TO USER HEREIN ARE RESERVED TO SKYLINE OR ITS LICENSORS.
- b. Modifications to Sitch Platform. User may not modify, enhance or customize the Sitch Platform.
- c. Transfer to Third Parties. User may not transfer this Sitch Platform or assign this Agreement in whole or in part, to third parties without prior notification to Skyline.
- d. Incorporation of Third-Party Software. The Sitch Platform may contain or be derived from materials of third-party licensors. The restrictions and obligations applicable to User's use of the Sitch Platform under this Agreement extend to any such third-party licensor materials. Pursuant to its agreements with these third parties, Skyline grants User a non-exclusive, non-transferable license to use any such third-party software solely in conjunction with the Sitch Platform.

- e. Restrictions. User may not lease, use, copy, rent, modify, distribute or sublicense the Sitch Platform except as otherwise set forth herein. User may not reverse engineer, decompile, disassemble, or otherwise translate the Sitch Platform.
- f. Permitted End Users. There are no limits to the number of End Users permitted to access the Sitch Platform.
- g. Use Restrictions. User must not use the Sitch Platform (i) in a way prohibited by law or that would cause User or Skyline to be out of compliance with applicable law, (ii) to violate the rights of others, (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Sitch Platform or any other service, device, data, account, or network, (iv) to distribute spam or malware, (v) in a way that could harm the Sitch Platform or impair anyone else's use of it, (vi) in a way intended to work around the Sitch Platform's technical limitations, recurring fees calculation, or usage limits, or (vii) for High Risk Activities.
- h. Upload Restrictions. User must not upload onto or create on the Sitch Platform any content that: (a) may create a risk of harm or loss or damage to any person or property; (b) may constitute or contribute to a crime or a tort; (c) includes any data that is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any data that User does not have a right to upload into the Sitch Platform; (e) constitutes information governed by the U.S. Health Insurance Portability and Accountability Act of 1996 (including all amendments and regulations) or, (f) is otherwise prohibited as specified in the Agreement.
- i. Restrictions on Redistribution of and Access to Video Content. User shall not resell, sublicense, publicly distribute, or otherwise make available any video content delivered or supported by the Sitch Platform, including content transmitted or stored via Skyline's infrastructure, beyond the audiences, channels, or use cases explicitly defined in the scope of services under this Agreement or any related Statement of Work (SOW), without Skyline's prior written consent through an bilateral modification to such SOW. Any unauthorized external distribution, re-distribution, sale or resale Video Content which utilizes or impacts the Sitch Platform shall

constitute a material breach of this Agreement and may result in immediate termination of services, in addition to other remedies available to Skyline under law or equity.

- j. Unauthorized Access and Content Scraping. User shall not, and shall not permit any third party to, directly or indirectly use automated means (including bots, scripts, or scrapers) to access, download, extract, or reproduce video content or metadata from the Sitch Platform or its supporting infrastructure, except as expressly permitted under this Agreement. User agrees to implement reasonable security measures on their public-facing endpoints to prevent such unauthorized access. Skyline reserves the right to monitor usage patterns, identify suspected unauthorized scraping activity, and take appropriate technical and legal action, including but not limited to suspending access, blocking IP addresses, deploying rate limiting, and sharing identifying information of violators with law enforcement or relevant authorities.
- k. Report to Skyline. User recognizes that User's operation of the Sitch Platform may result in defects and errors. The knowledge of these defects and errors may be helpful to Skyline's continued development of the Sitch Platform. User may voluntarily report to Skyline any defects or errors which User recognizes in the operation of the Sitch Platform. This report to Skyline is strictly voluntary. Failure to report defects or errors to Skyline in no way terminates or alters User's duties under this Agreement unless the failure to correct said defects or errors renders the Sitch Platform unusable, or unless the User is separately paying Skyline for a Software Support Agreement.
- l. Data Analytics. Notwithstanding anything to the contrary in this Agreement, Skyline may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Sitch Platform solely for Skyline's internal business purposes (including, but not limited to, improving the Sitch Platform and creating new features) (hereafter "Analytics Data") and such Analytics Data shall not be considered User data. User agrees that Skyline owns all rights, title, and interest—including any intellectual property rights—in Analytics Data. Skyline will work in good faith with Public Sector End Users to accommodate any reasonable requests to disable, filter, or tailor the collection of Analytics Data in

compliance with any Public Sector End User legal requirements, to the extent such accommodations are technically feasible while still maintaining the overall performance and functionality of the Sitch Platform

4. On Premise Software License.

If User installs any On-Premises Software, Skyline grants User a limited, revocable, non-exclusive, non-transferable, non-sublicensable, object code license to use the On-Premises Software and any accompanying documentation during the Support Services Term solely in connection with your use of the Sitch Platform. User must not, and must not allow any authorized user or third party to: (a) except to the extent permitted by applicable mandatory law, modify, translate, enhance, or create Derivative Works from the On-Premises Software, or reverse engineer, decompile, or otherwise attempt to derive source code from the On-Premises Software; (b) remove any copyright or other proprietary notices on or in any copies of the On-Premises Software; or (c) violate or circumvent any technological restrictions in the On-Premises Software.

5. Term; Termination.

- a. Default. Either party may terminate this Agreement upon the breach of a material term following reasonable written notice of the breach to the other party and a 30-day cure period. Skyline will have no obligation to refund the Subscription or License Fee in the event of a termination of this Agreement by Skyline caused by a breach by User. In the event of such termination, the User will be required to discontinue its use of the Sitch Platform.
- b. Term. User has the right to use the Sitch Platform during the Subscription Term and the right to use the On Premise Software during the Support Service Term. User is not obligated to use the Sitch Platform and/or the On Premise Software, and User may stop using the Sitch Platform and/or the On Premise Software at any time, but User will remain liable for all fees and

charges otherwise due during the Subscription Term or Support Service Term, whether or not User uses the Sitch Platform or the On Premise Software. The license and use rights granted to the User hereunder shall commence on the Effective Date and shall continue, unless and until the expiration of any applicable Subscription Term or Support Service Term, or a valid termination as provided in this section 5. The obligations set forth in Sections 2, 4, 7, 8.c., 9 and this section 5 shall survive the termination or expiration of this Agreement. In the event of such termination, the User will be required to discontinue its use of the Sitch Platform.

6. Confidential Information.

Each party recognizes that this Agreement will allow it to come into possession of information that may comprise valuable trade secrets and other confidential information ("Confidential Information") which is exclusively owned by the other or by a third party. Each party expressly recognizes that such Confidential Information is being conveyed to the other under conditions of confidentiality, and agrees that it shall not use, for its own benefit or for the benefit of others, and shall exercise reasonable efforts to protect and maintain the confidentiality of Confidential Information belonging to the other or a third party to any third party during the term of this Agreement or at any time after the termination of this Agreement.

7. Warranties.

Skyline warrants that for a period of one (1) year from the Effective Date the Sitch Platform and any On Premise Software substantially conforms to its published specifications. Skyline warrants that as delivered to User on the Sitch Platform or through the On Premise Software, the Sitch Platform does not contain any virus or programming that will cause the software to become inoperable or incapable of being used in accordance with its user manuals.

Disclaimers: Except for any warranties set forth herein, the Sitch Platform or the On Premise Software provided by Skyline is provided, WITHOUT WARRANTY OF

ANY KIND TO USER OR ANY THIRD PARTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS AGREEMENT. Except as it relates to the obligations of the Parties in sections 8.a and 8.b. below (Skyline and User Indemnification), Skyline's and User's aggregate liability whether for negligence, breach of warranty, or any other cause of action shall in no event exceed the price paid for the Sitch Platform by the User to the Skyline. Skyline assumes no responsibility whatsoever for the performance of the User's computer hardware, operating systems, video sources or network connections. In no event does Skyline warrant that the Software is error free or that User will be able to operate the Software without problems or interruptions.

8. Indemnification; Limitation of Liability.

- a. Skyline Indemnification. Skyline shall indemnify, defend, and hold harmless User and its respective directors, officers, partners, members, employees and agents from and against all claims, damages, losses, liabilities, costs and expenses arising out of any claim solely by a third party:
 - 1. Asserting that the Sitch Platform or the On Premises Software or any User's use thereof pursuant to the terms of this Agreement, infringes such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that User notifies Skyline in writing of the claim.
 - A. Skyline's obligations under this section shall not apply to the extent of any claim or infringement resulting from (i) User's continued use of the infringing product after receipt of notice from Skyline of a claim or after receipt of the remedy required of Skyline under this section; (ii) modifications to the Sitch Platform by any party other than Skyline or its subcontractors or agents; (iii) modifications to the Sitch Platform or the On Premise Software by Skyline

made pursuant to User's express instructions and owned by User; (iv) combination of the Sitch Platform or the On Premises Software with other products, processes or materials not provided by Skyline and not specified by the applicable documentation; or (v) User's use of the Sitch Platform or On Premises Software other than in accordance with the terms of this Agreement.

B. If use of the Sitch Platform or the On Premises Software is ever restricted or prohibited as a result of any such infringement, misappropriation or violation of another's rights, then within thirty (30) days after such restriction or prohibition Skyline shall, either (a) obtain for User the right to continue use of the Sitch Platform as provided for in this Agreement; (b) modify the infringing Sitch Platform to be non-infringing; (c) replace the Sitch Platform with substantially similar software with at least the same functionality; or (d) refund all fees paid by User under this Agreement for the current year; OR

2. Arising out of or related to the negligence or intentional tortuous acts or omissions of Skyline giving rise solely to said third party claims.
3. Indemnification of costs and expenses shall extend only to actual costs and expenses assessed. Skyline's obligation to indemnify User as set forth above is conditioned on User giving Skyline prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting Skyline to defend User at Skyline's expense with legal counsel of Skyline's choice.

b. User's Indemnification. As a condition for use of the Sitch Platform or On Premise Software, User hereby agrees that User will indemnify and hold harmless, Skyline, from any claims for damage or losses, brought against

Skyline solely by third parties (not affiliates of User) arising from or related to use of the Sitch Platform by User, or any related act or omission of User. User further agrees to indemnify Skyline against any award of damages and costs made against Skyline by a court of last resort arising from or related to any act or omission of User. Indemnification of costs shall extend only to actual costs assessed. User's obligation to indemnify Skyline as set forth above is conditioned on Skyline giving User prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting User to defend Skyline at User's expense with legal counsel of User's choice.

c. Limitation of Liability.

1. Disclaimer. To the maximum extent permitted by law, neither party will be liable for lost profits or business opportunities, loss of use, loss of data, loss of goodwill, business interruption, or any indirect, special, incidental, or consequential damages under any theory of liability. This limitation will apply regardless of whether a party has been advised of the possibility of those damages and regardless of whether any remedy fails of its essential purpose.
2. Cap on Monetary Liability. Each party's aggregate liability under this Agreement will not exceed amounts paid or payable by User for the Offering giving rise to the claim in the 12 months prior to the event giving rise to the claim, except for Perpetual Licenses, where each party's aggregate liability will not exceed the license fees paid for the Software giving rise to the claim. Skyline's aggregate liability for an Evaluation will not exceed \$5,000 USD.
3. Exclusions. The limitations of liability in sections 8.c.1 (Disclaimer) and 8.c.2 (Cap on Monetary Liability) will not apply to: (a) Skyline's indemnification obligations under section 8.a (Indemnification); (b) either party's infringement of the other party's intellectual property rights; (c) User's

violation of section 2 of the Agreement (User' Duties); or (d) any liability that may not be limited by law.

4. Further Limitations. Skyline's liability for any third-party software embedded into the Sitch Platform or the On Premises Software is subject to this section 8.c. (Limitation of Liability). Skyline's suppliers have no liability under the Agreement, and User may not bring claims directly against them. Skyline has no liability with respect to any third-party content.

9. Miscellaneous

- a. Both parties agree that, except as may be required by applicable law or regulations, they shall not disclose in advertising, publicity or otherwise, the terms and conditions of this Agreement without prior written consent of the other party.
- b. This Agreement shall be construed in accordance with the laws of the State of Maryland, without regard for its conflicts of laws provisions. Both parties hereby submit to the exclusive jurisdiction of the state and Federal courts of the State of Maryland, for resolution of all disputes arising out of or related to the subject matter of this Agreement, and each agrees to waive their right to jury trial.
- c. Each paragraph and provision are severable from the Agreement, and if one or more provisions or parts are declared invalid by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect. Any waiver (expressed or implied) or delay by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- d. Section Captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- e. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing and shall be effective only after affixation of both parties' signatures.

- f. Knowing Consent and Authority to Consent. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party is authorized to enter into this Agreement on behalf of its respective party. The parties acknowledge that each party and its respective counsel have had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits, or schedules hereto.
- g. Export Controls. The Sitch Platform is specifically subject to the U.S. Export Administration Regulations. The Sitch Platform and underlying information and technology may not be downloaded or otherwise exported or re-exported: (i) into, or to a national or resident of, any country listed in the U.S. Export Administrative Regulations or any other country to which the United States has embargoed goods; (ii) to anyone on the United States Treasury Department's list of Specially Designated Nations or the United States Commerce Department's Table of Denial Orders; or (iii) to any country or organization prohibited by any agency of the government of the United States. User acknowledges and agrees not to, directly or indirectly, resell, transfer, disclose, export or re-export the Sitch Platform in violation of the U.S. Export Administration Regulations (or any equivalent thereof) without the appropriate United States or foreign government licenses and/or authorizations.
- h. U.S. Government Restricted Rights. The Sitch Platform and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted rights at 48 CFR 52.227-19, as applicable. Manufacturer is Skyline Technology Solutions, LLC, 6956 Aviation Boulevard, Glen Burnie, Maryland 21061.

10. Public Sector End User Terms.

- a. If User is a U.S. Public Sector End User or a U.S. Federal End User, the terms of this Agreement are modified as set forth in the Sitch Platform Public Sector Addendum.
- b. The terms “U.S. State or Local Government End User” and “U.S. Federal End User” are defined in the Sitch Platform Public Sector Addendum.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives and have caused this Agreement to take effect on the date of the last party to sign this Agreement.

Skyline Technology Solutions, LLC.

User

By: _____

By: _____

Printed

Printed

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

The Licensed Software Suite includes all products and services defined under 'Sitch Platform' Skyline Quote prepared for User