



Standard Purchase Terms & Conditions

Exhibit A & B & C

June 2020

This Document Contains Proprietary & Confidential Information.
Pixellot confidential information made available specifically for XXX.

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TERMS & CONDITIONS (Exhibit A)

This document, Terms and Conditions (“T&C” or “Agreement”), 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 designated on the applicable PO; hereinafter the “Customer” or “You”). This T&C shall govern any use of the Pixellot System (as defined below and as detailed in the Purchase Order (“PO”) to which this T&C 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.

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

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. Definitions:

For the purpose of this T&C, the following terms shall have the meaning ascribed next to them:

1. **“Confidential Information”** means as defined in Section 10 below;
2. **“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;
3. **“Broadcasting Subject”** means the content of the event (e.g. a sports event, concert etc.) being recorded through the use of the System;
4. **“Content”** means information and data related to the Customer’s use of the System, the Customer’s layout and the System’s functions and processes as carried out by the Customer and its viewers;
5. **“Customer”** means an individual, corporation or other legal entity, to which Pixellot has granted, pursuant to the PO, a License to use the System in accordance with the T&C (as defined below) for the purpose of Broadcasting;
6. **“Crowdsourced Data”** means aggregated data and insights derived from the Content, which do not identify you (or your entity) and cannot with reasonable means be attributed or traced back to the Content.
7. **“Documentation”** means the technical specifications, user-guides and tutorials associated with the System, as provided by Pixellot;
8. **“End User”** means a third party individual, corporation or other legal entity, to which either the Customer or Pixellot has granted, pursuant to this Agreement, a license to use the System in accordance with the EULA (as defined below). Customer shall notify Pixellot in writing with respect to each Customer that it had approached.
9. **“EULA”** means a separate end-user license agreement provided from time to time to the Customer by Pixellot concerning the provision of a license to use the System;
10. **“Feedback”** means information or content concerning enhancements, changes or additions to the System that you request, desire or suggest.

11. **“Hardware”** means those tangible parts of the System provided to you by Pixellot;
12. **“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;
13. **“Marks”** means all trademarks, service marks, logos, insignia or any other designation of source or origin, whether registered or not;
14. **“PO”** means a written Purchase Order provided to you by Pixellot or an authorized representative of Pixellot, and authorized by You outlining the details of a transaction between You and Pixellot or Pixellot’s authorized representative;
15. **“Software”** means that software in object code form provided to you by Pixellot as part of the System;
16. **“Set-Up”** means the physical placement of the System in a designated location for a Broadcast;
17. **“System”** means the combination of Hardware and Software together with the access to Pixellot’s SaaS platform, as outlined in the PO;
18. **“T&C”** means this Terms and Conditions document.

2. Headings; Interpretation

- 2.1. Headings of the Sections herein shall not be used in any way for interpretation of this T&C. The preamble herein shall be deemed an integral part of this T&C.
- 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 PO shall have the same meaning as defined there.

3. License for Your Own Internal Business Purposes

- 3.1. Subject to the terms hereof and of the PO, Pixellot grants You a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, (i) to Install and use the System for such video production purposes as specified in the Quote, and in accordance with the relevant Documentation provided to You by Pixellot, for your own internal business purposes, solely within the scope and limited to the territory, if and as set forth in the PO (the **“Customer License”** or **“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 You, of or to the End-User or 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, publically 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. Resale and Access Rights; EULA

- 4.1. In addition to the Customer License, Pixellot grants to Customer a limited, non-exclusive, non-transferrable, revocable, non-sub-licensable right, during the Term to market and offer licenses to the System and supplementary Maintenance & Support Services, only to prospective End Users corresponding to the types specified in the PO, which reside and conduct business within the territory specified in the PO. During the Term, Customer is also authorized to use Pixellot's Marks solely in connection with advertising, promoting, and offering licenses to the System, subject to such commercially reasonable policies and restrictions as Pixellot may establish from time to time and subject to the terms of the PO.

Customer will not grant to an End User (or a prospective End User) a license to use the System, or otherwise facilitate an End User's use of the System, unless the End User and the users on the End User's behalf have reviewed and agreed to (or otherwise executed the) the EULA, which may be accessed through the following link: <https://www.pixellot.tv/notice.html>, as such form may be updated and/or amended from time to time by Pixellot.

5. Authorized Use of the System; Restrictions

- 5.1. All rights not specifically granted to Customer herein or in the PO are exclusively reserved to Pixellot.
- 5.2. You are required to promptly install and to provide to the End Users for installation any Software upgrade or update provided by Pixellot to You.
- 5.3. 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 T&C or in the Documentation; (iii) use or license the System for the benefit of third parties not in conjunction with the PO, this T&C 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;
- 5.4. 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.
- 5.5. The System is licensed to You based on the applicable license configuration purchased under the PO. The License permits the use of the System in accordance with the type of System, and those functions indicated

in Your PO and any other term set forth herein and/or in any applicable PO. Without derogation from any applicable laws, it is a violation of this T&C 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.

- 5.6. 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.
- 5.7. "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.
- 5.8. 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 Customer 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 Pixellot from its respective licensors and not sublicensed from Pixellot and is subject to its respective Third Party EULA, not to this T&C. 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 T&C, as required, and shall supersede any conflicting provision of this T&C, 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.

6. Title and Intellectual Property

- 6.1. The System, including the Software, the Documentation, the Feedback 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. The License granted to You hereunder and this T&C do 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 T&C.

- 6.2. Nothing in this T&C or in the PO constitutes a waiver of Pixellot's intellectual property rights under any law. The License and rights for the System granted, pursuant to this T&C, gives you a limited right to use the System, but does not constitute a sale of the System.
- 6.3. You agree to take all reasonable steps to prevent unauthorized copying, use or disclosure of the System or any portion thereof.
- 6.4. 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.

7. Term & Termination

- 7.1. The License and rights granted hereunder shall be in effect for the term specified in the PO (the "Term"). Notwithstanding the foregoing, in the event of a breach by Customer of any of the provisions of this T&C 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 and all rights hereunder shall automatically terminate; (ii) the System (including the Hardware, Software and all copies of Documentation) shall be immediately returned to Pixellot at Customer's expense; (iii) Customer shall be required to make immediate payment of all outstanding amounts due by Customer to Pixellot and (iv) Customer shall cease immediately all marketing and distribution of the System, including all display, advertising and use of the System to End Users. 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.
- 7.2. Upon termination of this Agreement, all EULAs shall terminate and expire automatically. The End Users shall have the right to seek a license to use the System directly from Pixellot under the then standard terms and conditions of Pixellot.
- 7.3. Upon termination or expiration hereof for any or for no reason, the License and all rights granted hereunder shall terminate, and Customer 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 5, 6, 10, 12 and 14 will survive the termination or expiration of this T&C.

8. Delivery; Installation; Support and Cloud Storage

- 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 PO; shipment costs are born by You.
- 8.2. 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
- 8.3. 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 Customer and at its sole responsibility, according to the Documentation and/or training provided by Pixellot to End-User.

- 8.4. If the Hardware is being leased, rather than purchased, then the Supplemental Terms and Conditions for Leased Hardware ("**Lease T&C**"), attached hereto as Exhibit C, shall apply.
- 8.5. During the Term, and subject to the terms and conditions of this T&C 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, according to the provisions of Pixellot's Service Level Agreement ("**SLA**") and as otherwise set forth in the PO. 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.
- 8.6. 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 Customer's 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 the Service Level Agreement. However, such incidents will not be considered a breach of this T&C, and Pixellot shall be excused from the performance of its obligations under this T&C, insofar as the performance is prevented, or interfered with, due to acts by third parties, or conditions beyond Pixellot's reasonable control.
- 8.7. 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.
- 8.8. Pixellot offers cloud hosting and CDN services, including streaming services, storage, and video distribution. Details of these services are set out in the Cloud Storage Policy and Terms at Exhibit C to this T&C (the "Storage Policy"). You agree to be bound by the Storage Policy and unless stated otherwise in the PO, upon termination or expiration hereof for any or for no reason, Pixellot will continue to store videos created under the License only up to the period of the package specified in the customer PO, upon which time, such videos will then be deleted with no further notice provided to you. [Longer retention periods are available subject to additional fees and prior written arrangement with Pixellot.]

9. Consideration.

- 9.1. In consideration of the provision of the License, System and Service to You, you will pay Pixellot the Fees set forth on the PO in accordance with the packages, schemes, amounts and subscription term appearing therein.
- 9.2. All Fees are quoted in US Dollars, unless expressly stated otherwise. Unless otherwise stated in the Order Form, Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with your purchases & subscriptions hereunder, other than direct taxes on net income of Pixellot. If Pixellot has the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and promptly paid by you, unless you provide to Pixellot a valid tax exemption certificate authorized by the appropriate taxing authority.

10. Content & Confidentiality

- 10.1. In the course of its operation, the System may transmit Content to Pixellot. Pixellot may use the Content, Feedback and Crowdsourcing Data for the following purposes:
 - 10.1.1. To perform its obligations under this Agreement, improve and customize the System 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 Agreement, 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 You, at Customer's 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, (including without limitations, the Crowdsourcing Data) in a manner that does not identify the Customer, End Users and/or its viewers, and use such derived information and analyses for any purpose, including commercial purposes. The Customer, End User and/or its viewers will not be entitled to any remuneration from Pixellot, for the use by Pixellot of such derived data or analyses.
 - 10.1.5. Pixellot may use and share the Feedback and Crowdsourcing Data in order to provide the System and related services to you and other customers, to enhance the System, to develop new products and services, for research and testing and for any other purpose we determine. You will not be entitled to any remuneration from us, for our use of such Feedback and Crowdsourcing Data.
- 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 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 Pixellot's business practices, tutorials and training material, and will not disclose them, or have them disclosed, directly or indirectly to any third party without Pixellot's 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. Disclaimer of Warranty

- 11.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SYSTEM, INCLUDING THE SOFTWARE, THE HARDWARE AND THE DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, AND PIRELOT 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, PIRELOT 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 PIRELOT 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 T&C.
- 11.2. EXCLUSIONS: Notwithstanding anything herein to the contrary, Pixellot obligations pursuant to the SLA, will not apply, in any of the following events:
- 11.2.1. The non-performance was caused by Your acts or omissions or anyone on Customer’s behalf, which are not compliant with the permitted use of the System under this T&C or under the Documentation.
 - 11.2.2. 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
 - 11.2.3. The System has been combined with, or installed on or with, irregular software or equipment, not authorized by Pixellot.
- 11.3. 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. Limitation of Liability

- 12.1. EXCEPT FOR ANY BREACH UNDER SECTIONS 10 AND 13, PIRELOT SHALL NOT BE LIABLE TO CUSTOMER 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 QUOTE, OR IF PIRELOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT DEROGATING FROM THE FOREGOING, IN THE EVENT THAT BY OPERATION OF LAW PIRELOT IS FOUND LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, THE HARDWARE, THE DOCUMENTATION AND/OR THIS T&C AND PO, THEN PIRELOT’S TOTAL LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED THE PAYMENT MADE TO PIRELOT BY THE APPLICABLE CUSTOMER 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 UNDER THE PO 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 7.1 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. Indemnification

- 13.1. Pixellot's Indemnity. 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 T&C; (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. Your Indemnity. 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 T&C; (C) the combination of the System with any other service or product; (D) 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. Indemnity Procedure. 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. Miscellaneous

- 14.1. **Injunctive Relief.** In the event of breach of this T&C 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. **Assignment.** Customer may not assign its rights or obligations hereunder or under the PO without the prior written consent of Pixellot. To the greatest extent permissible by law, Pixellot may assign this T&C in its entirety, including all right, duties, liabilities, performances and obligations herein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of Pixellot equity or assets relating to this Agreement. By virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities, performances and obligations hereunder, and we are released therefrom.
- 14.3. **Severability.** If any provision of this T&C or the PO 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 T&C and/or the PO, and the remainder of the provisions of this T&C and/or PO, as applicable, shall remain in full force and effect.
- 14.4. **Subcontracting.** Pixellot may subcontract or delegate the performance of our obligations under this T&C, or the provision of the System and related service (or any part thereof), to any third party of our choosing, provided however, that Pixellot remain liable to you for the performance of our obligations under this T&C. You acknowledge and agrees that the technical means by which we provide the System and related service is at our sole discretion
- 14.5. **No Waiver of Rights and Remedies.** 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.
- 14.6. **Governing Law and Jurisdiction.**
- 14.6.1. The laws of the State of Israel shall govern all issues arising under or relating to this T&C and/or the PO, including interpretation thereof, without giving effect to the conflict of laws principles thereof.
- 14.6.2. Any Dispute which is not resolved through consultations as provided in this Clause above, shall be referred to and settled through the competent courts of Tel Aviv.
- 14.6.3. The parties hereto waive any objections related to such jurisdictions and venues.
- 14.7. **Entire Agreement.** This T&C, its Exhibits and the PO, represents the complete agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and representations between them.

END USER LICENSE AGREEMENT

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 Purchase Order (“PO”) to which this EULA is attached/incorporated.

For terms and conditions regarding support and services, please refer to your Authorized Agent (defined below).

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

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. Definitions:

For the purpose of this EULA, the following terms shall have the meaning ascribed next to them:

1. “Confidential Information” means as defined in Section 9 below;
2. “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;
3. “Broadcasting Subject” means the content of the event (e.g. a sports event, concert etc.) being recorded through the use of the System;
4. “Content” means information and data related to the End User’s use of the System, layout and the System’s functions and processes as carried out by End-Users;
5. “Authorized Agent” means an individual, corporation or other legal entity, authorized and licensed by PIXELLOT to use and further license to you the System for the purpose of Broadcasting;
6. “Crowdsourced Data” means aggregated data and insights derived from the Content, which do not identify you (or your entity) and cannot with reasonable means be attributed or traced back to the Content.
7. “Documentation” means the technical specifications, user-guides and tutorials associated with the System, as provided by PIXELLOT;
8. “EULA” means this end-user license agreement;
9. “Feedback” means information or content concerning enhancements, changes or additions to the System that you request, desire or suggest.
10. “Hardware” means those tangible parts of the System provided by PIXELLOT;
11. “Marks” means all trademarks, service marks, logos, insignia or any other designation of source or origin, whether registered or not;
12. “PO” means a written Purchase Order provided by PIXELLOTs Authorized Agent, outlining the details of a transaction between You and PIXELLOT’s Authorized Agent;
13. “Software” means that software in object code form provided by PIXELLOT as part of the System;
14. “System” means the combination of Hardware and Software together with the access to PIXELLOT’s SaaS platform, as outlined in the PO;

2. Headings; Interpretation

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 PO shall have the same meaning as defined there.

3. License

3.1. Subject to the terms hereof and of the PO and to your agreement with the Authorized Agent, 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 PO, and in accordance with the relevant Documentation provided to You by PIXELLOT, solely within the scope and limited to the territory, if and as set forth in the PO (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 You, or 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, publically 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. Authorized Use of the System; Restrictions

4.1. All rights not specifically granted to You herein are exclusively reserved to PIXELLOT.

4.2. 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 PO, 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;

4.3. 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.

4.4. The System is licensed to You based on the applicable license configuration purchased under the PO. The License permits the use of the System in accordance with the type of System, and those functions indicated in Your PO and any other term set forth herein and/or in any applicable PO. 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.

4.5. 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.

4.6. "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.

4.7. 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 Authorized Agent 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 PIXELLOT 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.

5. Title and Intellectual Property

5.1. The System, including the Software, the Documentation, the Feedback 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. The License granted to You hereunder and this EULA do 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 PO constitutes a waiver of PIXELLOT's intellectual property rights under any law. The License and rights 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. You agree to take all reasonable steps to prevent unauthorized copying, use or disclosure of the System or any portion thereof.

5.4. 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. Term & Termination

6.1. The License and rights granted hereunder shall be in effect for the term specified in the PO (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 and all rights hereunder shall automatically terminate; and (ii) You shall cease immediately all use of the System. The foregoing shall be without prejudice to any other remedy PIXELLOT may have under applicable law or agreement. Except for the License granted herein and as expressly provided herein, the terms of this EULA shall survive termination.

6.2. Upon termination or expiration hereof for any or for no reason, the License and all rights 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. End User shall have the right to seek a license to use the System directly from Pixellot's under the then standard terms and conditions of Pixellot. The provisions of paragraphs **Error! Reference source not found.**, 6, **Error! Reference source not found.**, 10**Error! Reference source not found.** and 12 will survive the termination or expiration of this EULA

7. Delivery; Installation; Support – For relevant terms and conditions, please refer to Authorized Agent.

8. Consideration – For relevant terms and conditions, please refer to Authorized Agent.

9. Content & Confidentiality

9.1. In the course of its operation, the System may transmit Content to PIXELLOT. PIXELLOT may use the Content, Feedback and Crowdscore Data for the following purposes:

9.1.1. To perform its obligations under this Agreement, improve and customize the System and, if applicable, the provision of maintenance & support services;

9.1.2. To collect fees, to conduct administrative activities necessary to maintain and provide the System or any part thereof and if applicable, the provision of maintenance & support services, enforce this Agreement, take any action in any case of dispute, or legal proceeding of any kind, involving PIXELLOT local representative, Authorized Agent, or the End-User, with respect to the System, and prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the System;

9.1.3. 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 or the Authorized Agent prompt notice of the requirement prior to such disclosure, to allow You, at Your or Authorized Agent's exclusive cost and expense, to intervene and protect its interests in the Content, should You so desire;

9.1.4. Derive information and analyses of statistical information, from the Content, (including without limitations, the Crowdscore Data) in a manner that does not identify the End-Users, and use such derived information and analyses for any purpose, including commercial purposes. The End-User and/or its viewers will not be entitled to any remuneration from PIXELLOT, for the use by PIXELLOT of such derived data or analyses.

9.1.5. PIXELLOT may use and share the Feedback and Crowdscore Data in order to provide the System and related services to you and other End-Users, to enhance the System, to develop new products and services, for research and testing and for any other purpose we determine. You will not be entitled to any remuneration from PIXELLOT, for our use of such Feedback and Crowdscore Data.

9.2. 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 express, prior, written permission. PIXELLOT's personnel will access the Content on a strict 'need to know' basis, subject to the terms herein.

9.3. 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 PIXELLOT's business practices, tutorials

and training material, and will not disclose them, or have them disclosed, directly or indirectly to any third party without PIXELLOT's prior written consent.

9.4. 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.

10. Disclaimer of Warranty

10.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SYSTEM, INCLUDING THE SOFTWARE, THE HARDWARE AND THE DOCUMENTATION ARE PROVIDED BY PIXELLOT "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 EULA.

10.2. 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).

11. Limitation of Liability

11.1. EXCEPT FOR ANY BREACH UNDER SECTION 9, PIXELLOT SHALL NOT BE LIABLE TO YOU 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 QUOTE, 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 PO, THEN PIXELLOT'S TOTAL LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED THE PAYMENT MADE TO PIXELLOT BY THE APPLICABLE AUTHORIZED AGENT 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 UNDER THE PO DURING THE 6 MONTHS PRECEDING THE EVENT CAUSING THE DAMAGE.

11.2. 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.

12. Miscellaneous

12.1. Injunctive Relief. 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.

12.2. Assignment. End-User may not assign its rights or obligations hereunder or under the PO without the prior written consent of PIXELLOT. To the greatest extent permissible by law, PIXELLOT may assign this EULA in its entirety,

including all right, duties, liabilities, performances and obligations herein, upon notice to you and without obtaining your further specific consent, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of PIXELLOT equity or assets relating to this Agreement. By virtue of such assignment, the assignee assumes our stead, including all right, duties, liabilities, performances and obligations hereunder, and we are released therefrom.

12.3. Severability. If any provision of this EULA or the PO 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/or the PO, and the remainder of the provisions of this EULA and/or PO, as applicable, shall remain in full force and effect.

12.4. Subcontracting. PIXELLOT may subcontract or delegate the performance of our obligations under this EULA, or the provision of the System and related service (or any part thereof), to any third party of our choosing, provided however, that PIXELLOT remain liable to you for the performance of our obligations under this EULA. You acknowledge and agree that the technical means by which we provide the System and related service is at our sole discretion.

12.5. No Waiver of Rights and Remedies. 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.

12.6. Governing Law and Jurisdiction.

12.6.1. The laws of the State of Israel shall govern all issues arising under or relating to this EULA and/or the PO, including interpretation thereof, without giving effect to the conflict of laws principles thereof.

12.6.2. Any Dispute which is not resolved through consultations as provided in this Clause above, shall be referred to and settled through the competent courts of Tel Aviv.

12.6.3. The parties hereto waive any objections related to such jurisdictions and venues.

12.7. Entire Agreement. This EULA represents the complete agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and representations between them.

* * * * *

Pixellot SERVICE MAINTENANCE AGREEMENT

(Exhibit B)

These terms and conditions govern the provision of Maintenance and Support Services by Pixellot to Partners for the Products specified in Appendix A of this Agreement.

1. DEFINITIONS

Hardware Warranty:

There are two classifications of hardware warranty:

A. Standard Factory Warranty on New Products.

Pixellot products have a standard factory Warranty for 15 months from the date of shipment.

B. Extended Warranty.

Extended Warranty agreements extend the initial 12-month coverage supplied by the standard factory warranty. The Extended warranty covers hardware registered by its Serial Number (S/N). The default extension duration is for 12 months.

Customer Support Levels:

A. Level 1 Support

Level 1 Support includes the ability to provide general Product information and configuration and upgrade support; collect relevant technical problem identification information including unit log traces; perform base problem determination; and provide basic support on the standard protocols and features. Unless otherwise agreed upon by Pixellot and Partner, Partner shall provide Level 1 Support.

B. Level 2 Support

Level 2 Support includes Level 1 Support plus the ability to perform on site troubleshooting, problem solving. Support problem isolation, Product specification defect determination; includes the capability to replace HW or any other field installation component. Responsible to act as the "Hands on the field" for Level 3 support and act as a relay for technical information to the End customer. Unless otherwise agreed upon by Pixellot and Partner, Partner shall provide Level 2 Support.

C. Level 3 Support

Level 3 Support includes the ability to fix or generate Workaround for Hardware Products and Software Products. Errors and troubleshooting. Provide lab simulation and interoperability testing; define an action plan; analyze traces; provide advanced support on all protocols and features; and reproduce Errors in a lab, diagnose problems remotely and provide complete steps to reproduce an Error. Level 3 Support is responsible for reporting Errors to Development Engineering, and acting as the relay for information to and from the Partner.

D. Level 4 Support

Level 4 Support provided by Development Engineering, responsible to produce and test temporary or permanent fix that reported by Level 3. The Error will be determined as fixed only after Level 3 confirmation of error resolution.

2. Standard Service Plans

Standard Support – includes Pixellot Standard Factory Warranty coverage, Level 3 and Level 4 Support - Remote Technical Support during normal business hours (M-F 09:00 – 18:00). Free software/firmware updates (maintenance releases).

E. SERVICES

Available for customers who do not elect to purchase Service Plan. Pixellot can offers the following additional services:

A. Remote Support

Phone support for troubleshooting, installation, Remote login. Will be charge per the service agreement.

B. Onsite support

Onsite support is billed per the service agreement. Following a standard notification of ten (10) business days.

C. Advance training

Professional training for system installation, system operation, troubleshooting, production suite.

Will be charge per the service agreement.

D. Hardware repair policy

- Hardware Replacement under an effective Warranty is available after RMA approved by Pixellot support. The Partner should return the defective unit. the repaired unit will be returned to the Partner by Pixellot. Pixellot will pay one-way shipping costs and Partner pays one way.
- Pixellot will repair and ship hardware no later than 21 working days from receipt of the faulty item.
- DOA (Dead On Arrival) will be reported by the Partner no later than 5 days from installation. New replacement will be sent on Pixellot expense.

E. Exclusions.

Services will not be provided for:

- Other vendor products or Pixellot products not covered under Pixellot service agreement.
- Covered products that have been subject to misuse, negligence, or alteration, casualty damage, disaster, accident, failure or defect of electrical power, external electrical circuitry, air conditioning or humidity control; or use with items not provided or approved by Pixellot; or modifications, adjustments, repairs; or service provided by anyone other than Pixellot or its authorized service provider; or any similar occurrences.

3. Updates and Upgrade Policy

The latest versions of Software Updates (maintenance releases, limited primarily to bug fixes) will be provided to Partners covered under Service Maintenance Agreement(s).

Product Software/Firmware/Hardware Upgrades (which include new features, and additional functionality and/or software/ hardware enhancements) may require an additional upgrade fee, according to the Pixellot product upgrade policy.

4. PRICES

Prices for the Service Plans selected by Partner are quoted per Pixellot price list.

5. PAYMENTS

Pixellot must accept a purchase order prior to initiating any Pixellot service for which an additional fee is required.

Time and materials costs will be invoiced upon completion of the applicable service. Partners will pay all shipping, insurance, and related charges for returned Products and components as required by the applicable Pixellot Support service.

6. RMA

For Return to Manufacturer Authorization (RMA) - equipment repair or replacement request - please contact Pixellot HOTLINE (above). This applies to equipment covered by Warranty or under Pixellot Service Maintenance Agreement.

7. Recommended spare parts.

A list of Pixellot recommended spare parts which partner will purchase and keep at his site in order to shorten the repair time, charge will be according to the service agreement.

Pixellot CLOUD STORAGE POLICY AND TERMS

(Exhibit C)

Cloud storage and retention period

Pixellot offers cloud hosting and CDN services, including streaming services, storage, and video distribution.

Unless otherwise stated in the Purchase Order, all videos are saved for up to 12 months and are deleted thereafter.

Longer retention periods are available subject to additional fees and prior written arrangement with Pixellot.

Package Parameters

Pixellot offers different packages per systems/Customer needs:

- **League Package** for products: S1 or S2- tailored for customers such as: League & clubs
- **MSV Package** for products: S1 or S2- tailored for High Production Volume/Multi sports venue customers – **1-month storage**
- **MSV Package** for products: S1 or S2- tailored for High Production Volume/Multi sports venue customers – **3 months storage**
- **Coaching Package** (products: Coaching) - tailored for Professional Coaching
- **Prime Package**
- **Air Packages**- Different packages for Air, Air+ and Air Pro

All Pixellot's cloud packages are based on the following monthly usage parameters:

- **Streaming hours** – the total length in hours of the content that is streamed per month. The streaming relates to live streaming as well as VOD on mobile and web
- **Storage** – the total storage duration in number of months, no limitation of GB that is stored for VOD consumption.
- **Views** – the total number of views in hours per month

Each cloud package has 3 levels of services:

League Package includes:

Parameters	Package Level		
	BASIC	Silver	Gold
Hours of Events	20	20	60
Storage (number of months)	12	12	12
Streaming (Hours)	1,000	2,000	3,000

MSV Package (1 Month):

Parameters	Package Level		
	BASIC	Silver	Gold
Hours of Events	100	150	200
Storage (number of months)	1	1	1
Streaming (Hours)	1,000	1,500	2,000

MSV Package (3 Months):

Parameters	Package Level		
	BASIC	Silver	Gold
Hours of Events	50	100	150
Storage (number of months)	3	3	3
Streaming (Hours)	1,000	2,000	3,000

Coaching Package:

Parameters	Package Level		
	BASIC	Silver	Gold
Hours of Events	40	60	80
Storage (number of months)	12	12	12
Streaming (Hours)	unlimited	unlimited	unlimited

Prime Package:

Parameters	Package Level		
	BASIC	Silver	Gold
Hours of Events	40	60	80
Storage (number of months)	12	12	12
Streaming (Hours)	2000	3000	4000

Air Package- Only hour of events:

Parameters	Package Level		
	BASIC	Silver	Gold
Hours per month (Applicable for Air, Air + & Air Pro)	10	20	30

Storage months is the same for each type of “Air”, detailed below:

Air Basic – 3 months of storage

Air + - 6 months of storage

Air Pro - 12 months of storage

Extreme package – 60 hours with 1-month storage

Exceeding package parameters:

The below apply to all products,

Exceeding any one or more of the above limits will invoke additional charges based on the prices listed in the above tables.

Once you are on a given enhanced packaged, you will not be downgraded to a lesser package unless you specifically request this in writing from Pixellot. In that case, you will be downgraded starting from the month following the customer's request. If you thereafter exceed the downgraded package, the above process will repeat.