ICONIK END USER LICENSE AGREEMENT

THIS ICONIK END USER LICENSE AGREEMENT ("Agreement") is made between iconik Media AB, a company organized under the laws of Sweden (the "Company"), and the individual or entity (the "Customer") seeking to use the Company's *iconik* software (the "Software"). By accessing or using the Software, the Customer accepts the terms of this Agreement.

1. License Grant.

   1.1. Limited License. Subject to the terms of this Agreement, the Company grants the Customer a limited, non-exclusive, non-transferrable, and revocable license to access and use the Software for the Customer's internal business purposes during the Term (defined below) and in accordance with the documentation supplied by the Company on its website.

   1.2. License Restrictions. The Customer shall not (a) resell, rent, lease, sublicense, distribute, or otherwise transfer the Software to third parties; (b) create derivative works based on the Software; or (c) access or use the Software for the purpose of creating a competing product.

2. Access and Acceptable Use.

   2.1. Access. The Customer may access the Software through a standard web browser or other means provided by the Company.

   2.2. User Accounts. To access and use the Software, the Customer may need to create accounts for designated persons who will use the Software (e.g., the Customer's employees). The Customer is responsible for all acts or omissions by persons who access the Customer's accounts.

   2.3. Account Security. The Customer will ensure that only authorized users have access to the Software and that authorized users will follow the security precautions provided by the Company. The Customer will immediately notify the Company if it becomes aware of any unauthorized access to or use of a Customer account.

   2.4. Acceptable Content. The Customer will ensure that any content that it uploads or submits in connection with the Software (the "Customer Content") will not contain materials that are pornographic or which violate any law or infringe upon any third party's rights (including any copyrights).

   2.5. Acceptable Conduct. In using the Software or accessing the Company's website(s) or cloud services, the Customer will not (a) reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software; (b) introduce any harmful code; (c) harm any computer, server, or network; (d) circumvent any technical measure; or (e) violate any applicable law.

3. License Fees. The Customer shall pay all fees due under its purchase agreement or online terms of service applicable to the Software (the "Purchase Terms"), whether with the Company, a third party reseller, or a third party digital marketplace.

4. Term and Termination.

   4.1. Term. This Agreement will begin when the Customer first begins accessing or using the Software and shall continue for (a) the subscription period set forth in the Purchase Terms; or (b) if the Purchase Terms do not specify a subscription period, then the date the Customer ceases using the Software (the "Term").

   4.2. Termination. The Company party may terminate this Agreement if the Customer materially breaches any of its terms.

   4.3. Suspension. The Company may suspend the Customer's access if the Company has failed to timely pay fees due under the Purchase Terms or if the Customer has, in the Company's reasonable judgment, taken any action that might harm the Software or create liability for the Company.

   4.4. Effect of Termination. Upon termination of this Agreement, the Customer shall cease using the Software and delete any copies of the Software in its possession. Sections 5 and 8-11 shall survive any termination of this Agreement.

5. Intellectual Property. The Software, including all associated intellectual property rights (including patents, copyrights, and trademark), are owned by the Company. This Agreement does not convey any right, title, or interest in or to such intellectual property. The Company reserves all rights not expressly granted. The Company may use, without compensation or credit, any feedback or suggestions that the Customer provides about improving the Software.

6. Customer Data. Collection and use of the Customer's data in connection with the Software shall be governed by the Privacy Policy made available on the Company's website.

7. Representations and Warranties. The Customer represents and warrants that it and any entity that controls the Customer: (a) is not based in Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk (DNR), and Luhansk (LNR) regions of Ukraine; (b) will not use the Software in any of the foregoing countries or regions; and (c) is not named on any U.S. or EU government list of prohibited or restricted parties.

8. Indemnification. The Customer shall indemnify, defend, and hold harmless the Company and its and its directors, officers, and employees from and against any claims, demands, or losses arising out of the Customer's breach (or alleged breach) of this Agreement.

9. Disclaimers. The Company provides the Software on an "AS IS" and "AS AVAILABLE" basis and makes no representations or warranties, whether express or implied: (a) as to merchantability, fitness for a particular purpose, or non-infringement; (b) that the Software will be error free or interruption free; or (c) that the Company will continue to support any particular Software feature or version.

10. Limitation of Liability. To the fullest extent permitted by law, the Company shall not be liable, under any theory of liability, for an aggregate amount exceeding the amounts paid or payable to the Company (or an applicable third party reseller or digital marketplace) with respect to the Software in the twelve (12) months leading to the Customer's initial claim against the Company.

11. <u>General Terms</u>.

    11.1.   <u>Choice of Law and Venue; Jury Trial Waiver</u>. This Agreement shall be governed by the laws of the State of Delaware (without regard to conflicts of law principles). Any dispute arising out of or relating to this Agreement shall be commenced in the federal or state courts located in New Castle County, Delaware. The parties submit the exclusive jurisdiction of those courts and waive any right to a trial by jury.

    11.2.   <u>Severability</u>. If a court of competent jurisdiction finally determines that any term hereof is invalid or unenforceable, the remaining terms shall remain in full force and effect, and the invalid or unenforceable term shall be replaced by a valid and enforceable term that comes closest to effectuating the parties' intent.

    11.3.   <u>Successors; Third Party Beneficiaries</u>. This Agreement shall be binding upon the party's successors and permitted assigns. The Company's parent, Backlight Parent Corporation, a Delaware corporation, is a third party beneficiary to this Agreement and shall be entitled to enforce its terms on the Company's behalf. Except as set forth herein, no third third party beneficiaries are intended by this Agreement.

    11.4.   <u>Entire Agreement; Modification</u>. Except as set forth in <u>Section 11.5</u>, this Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings relating thereto. No waiver shall be binding unless set forth in a writing signed by a duly authorized representative of the Company. The Company may update this Agreement at any time; any update will be effective upon posting to the Company's website.

    11.5.   <u>Separate Agreements</u>. If the Company has a separate signed agreement granting a license to the Software to the Customer, that agreement shall control. Use of the Company's *iconik* application programming interface (API) and any associated developer tools is not governed by this Agreement.