



THIS CUTTINGROOM END USER LICENSE AGREEMENT ("Agreement") is made between Cutting Room AS, a company organized under the laws of Norway (the "Company"), and the individual or entity (the "Customer") seeking to use the Company's CuttingRoom software (the "Software"). By accessing or using the Software, the Customer accepts the terms of this Agreement.

Terms and Conditions

1. In consideration for timely payments by Customer as set out in this Agreement, Supplier grants to Customer a limited, non-exclusive license to use the Service described in the Order for the duration of the Term strictly in accordance with Supplier's instructions. Nothing in this Agreement shall be interpreted as a sale or purchase of the Service.

2. Customer shall not have or acquire any rights in or to the Service other than as set out in clause 1 in this Attachment 2.

3. As between the Parties, Customer acknowledges that Supplier owns all intellectual property rights, title, and interest in and to the Supplier marks, the Service, the software therein and any modifications or further development thereto shall vest in or hereby be assigned to Supplier, and, as instructed by Supplier, Customer shall execute all instruments and documents required to ensure such Intellectual Property Rights as fully assigned to Supplier. Customer may not make any derivative works of the Service or the Service therein.

4. Supplier warrants that (i) the Service will perform substantially in all material respects in accordance with the specifications provided herein, (ii) it shall ensure that the Service is fully compliant with all applicable laws and regulations and (iii) as of the Effective Date, and at any updates are delivered to Customer (if any), Supplier is not aware of any claims by third parties that the Service, or any part thereof, infringes the intellectual property rights of those third parties.

5. Supplier shall not be liable in respect of any indirect or consequential losses resulting from Customer's use of the Service whether in contract, tort or negligence.

6. Supplier agrees, at its own expense, to defend Customer, its officers, directors, employees, agents, and representatives from and against any claims, damages, costs, judgments, penalties, and expenses of any kind (including reasonable attorneys' legal fees) (collectively "Claims") that may be obtained against, imposed upon or suffered by any of them, arising or resulting directly from a bona fide third party claim that the Service procured by Customer from Supplier hereunder infringes upon any patent, trade secret, copyright or other intellectual property rights. Customer shall indemnify Supplier in respect of any third-party claims that arise out of Customer's use of the Service, except to the extent such claims fall within the scope of Supplier's indemnification obligations.

7. Except for third-party claims that fall within the scope of Supplier's indemnification obligations, Supplier's maximum total aggregate liability to Customer shall not exceed the sum of all amounts received by Supplier from Customer in the 12 months preceding the action giving rise to a claim by Customer.

8. Except as otherwise provided herein, Supplier expressly disclaims all warranties, conditions and guarantees of any kind, either express or implied, including but not limited to any warranties or conditions of merchantability, non-infringement, satisfactory quality, and/or fitness for a particular purpose.

9. Except as otherwise provided herein, the Service is provided "As Is" and Supplier does not make any warranty, condition or guarantee with respect to the Service or as to the results to be obtained from the use of the Service.

10. Information regarding Supplier, Customer or their respective products, technology, prices, payment terms, documentation, and any other related technical/business information ("Confidential Information") is confidential. Neither party shall use the Confidential Information in any way, for its own account or for the account of any other party, nor disclose to any third party any Confidential Information except as expressly permitted in writing by the other party. The parties agree to restrict disclosure and use of the Confidential Information to its employees and consultants on a need-to-know basis only. Without limiting the foregoing, each party shall use at least the same degree of care which it uses to prevent disclosure of its own confidential information of like importance, but in no event with less than a reasonable degree of care, to prevent the disclosure of the Confidential Information.

11. Customer shall make timely payment of the Annual Fee, and other fees or prices as set out in the Agreement, such payment to be made within 30 days of the date of issue of Supplier's invoices.

12. Supplier's prices are exclusive of any and all value-added tax (VAT), withholding taxes, and other statutory payments.

13. In the event of late payments by Customer, Supplier shall be entitled to charge interest at a rate of 1.5% per month (or such other maximum rate of interest permitted by law) whichever is the lower.

14. Supplier shall be entitled to terminate the Agreement with immediate effect by written notice without any further prior written notification or reminders being issued if Customer has outstanding payment(s) to Supplier which is more than 30 calendar days overdue.

15. This Agreement shall be interpreted and governed in accordance with Norwegian law and any dispute submitted for final resolution by the courts of Bergen, Norway.

16. The Agreement may not be assigned by the Customer without prior written consent by Supplier.

Attachment 1

Service Level Agreement

This Service Level Agreement ("SLA") is between Supplier and Customer.

Unless otherwise provided herein, this SLA is subject to the provisions in the Order Form, Attachment 1 (Price Annex) and Attachment 2 (Terms and Conditions).

1. Definitions

"Service" shall mean the fully managed cloud native SaaS platform provided by Supplier on which the CuttingRoom Product is provided by Supplier and accessed by Customer.

"Maintenance" means scheduled Unavailability of the Services, as announced by us prior to the Service becoming Unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of Minutes during the month in which the Service was Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Service Credit" means a credit denominated in USD or €, whichever is applicable, calculated as set forth below, that Supplier may credit.

"Unavailable" and **"Unavailability"** mean when the Service is not running or not reachable due to Supplier's fault. This excludes events under SLA Exclusions.

"Availability" shall mean the ability to access, and the operability of, the Service by customer.

"Monthly Subscription Fees" means the Annual Fee (excluding all professional services or any specific custom work) specified in Attachment 1 (Price Annex), prorated on a monthly basis.

"Critical Business Consequence" means major faults or disturbances affecting critical functionality or security vulnerabilities in the Service with a critical business consequence for the Customer.

"High Business Consequence" means faults or disturbances limiting the functionality in the Service with a high business consequence for the Customer.

"Response Time" means the time from an issue has been identified by Supplier as Critical or High until communication with the Customers of the affected Service has been initiated.

"Subsequent updates" means the communication updates between Supplier and the Customers of the affected Service.

2. Service Commitment: 99.95% Uptime

Supplier will make the Service available with a Monthly Uptime Percentage of at least 99.95% during any month (the "Service Commitment"). Subject to the SLA Exclusions, if Supplier do not meet the Service Commitment, the Customer will be eligible to receive a Service Credit.

3. Reporting

During the Term, Supplier will, upon Customer's request, provide monthly reports to Customer that include Supplier's performance with respect to the Service Levels.

4. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the Monthly Subscription Fees, applied in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.95% but equal to or greater than 99.0%, the Customer will be eligible for a Service Credit of 10% of the Monthly Subscription Fees.
- For Monthly Uptime Percentage less than 99.0%, the Customer will be eligible for a Service Credit of 30% of the Monthly Subscription Fees.

Supplier will apply any Service Credits only against future payments for Overage Fees otherwise due from the Customer. Service Credits will not entitle the Customer to any refund or other payment from Supplier. A Service Credit will be applicable and issued only if the credit amount for the applicable month is greater than one hundred (100) USD or €, whichever is applicable. Service Credits may not be transferred or applied to any other account.

5. Sole Remedy

The Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Supplier to provide the Service is Service Credit (if eligible) in accordance with the terms of this SLA.

6. SLA Exclusions

The Service Commitment does not apply to any Unavailability:

- That results from a suspension or remedial action
- Caused by factors outside of Supplier's reasonable control, including any force majeure event, AWS outage, or problems beyond the demarcation point of the Service;
- That results from any actions or inactions of the Customer or any third party;
- That results from the equipment, software or other technology of the Customer or any third party (other than third party equipment within Supplier's direct control);
- That results from failures of the Service not attributable to Unavailability; or
- That results from any Maintenance.

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then Supplier may issue a Service Credit considering such factors at our discretion.

7. Escalation and response times

All issues shall be reported via Supplier's Service Desk ticketing system that shall be available and

staffed 24 hours per day, 7 days per week, 365 days per year.

- Issues identified as Critical and as confirmed by Supplier will have a Response Time of 1 hour
- Issues identified as High and as confirmed by Supplier will have a Response Time of 4 hours

Examples of potential failures previously described and discussed among Supplier and Customer are provided here for guidance:

- **Examples of Critical Failures:**
 - Service issues making it impossible to log into the service or the Service is not responding at all.
 - Affecting critical functionality for aggregating and rendering content.
- **Examples of High Priority Failures:**
 - Live channels are not listed
 - Failing to extract clips consistently in from live channels when creating clips
 - Failing to navigate in stored content
 - Part of the Service frontend is not available
 - Failing to render content consistently
 - Failing to publish or consistently publish clips
 - Failing to add voiceover
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