

END USER LICENCE AGREEMENT FOR VIDEOAI SERVICES

PLEASE READ CAREFULLY

This Video End User License Agreement ("**EULA**") is a legal contract between You ("**You**" or "**Your**" and similar grammatical variants) and Comcast Cable Communications Management, LLC d/b/a Comcast Technology Solutions, on behalf of itself and its affiliates, (collectively, "**Comcast**"). These terms apply and legally bind You as an individual user and your employer or other legal entity that authorized, permitted, or requested You to use the VideoAI Services (a "**Company**", which term may be incorporated into You as the sense of the term reasonably demands).

1. Definitions. As used in this EULA: "**Applicable Law**" means any law, rule, or regulation that is applicable to a party or the VideoAI Services; "**Authorized User**" means each employee, individual contractor, or vendor of Company (solely to the extent such contractor or vendor is providing services to Company), authorized by You to use the VideoAI Services; "**Confidential Information**" means all non-public information disclosed by one party to the other party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure; "**Content**" means any data, files, media, audio, visual, caption metadata, or other information that is input, supplied, uploaded, or otherwise provided by You to Comcast for processing using the VideoAI Services; "**Intellectual Property Rights**" means all copyrights, copyright registrations, trademark rights, patent rights, inventions, trade secrets, moral rights, and all other intellectual property rights as may exist now and/or hereafter come into existence; "**Order**" means a written order form, purchase order, service schedule, or similar ordering document for VideoAI Services submitted to, and approved by, Comcast; "**Service Usage Data**" means (a) all output from the VideoAI Services, including all data and metadata generated by or contained in the VideoAI Services and all Intellectual Property Rights therein; and (b) any enhancements, derivative works and improvements to the VideoAI Services, including any machine learning that occurs during the use of the VideoAI Services or suggestions, comments or other feedback related to the VideoAI Services; and "**VideoAI Services**" means Comcast's proprietary cloud-based video intelligence services designed to automatically analyze, process and enrich Content metadata for Company to use in connection with video-on-demand service, and any related software, APIs, and services provided by Comcast.

2. Access to VideoAI Services; License. Subject to the terms and conditions of this EULA, Comcast grants You a limited, non-exclusive, non-sublicensable, non-transferable license to access and use the VideoAI Services solely for internal business operations. You may permit Authorized Users to access and use the VideoAI Services in accordance with this EULA. You are responsible for all activity of Authorized Users and for Authorized Users' compliance with this EULA. Comcast reserves the right to alter features of any version of the VideoAI Services at any time. Unless explicitly stated otherwise, any new features, fixes, updates or upgrades that augment or enhance the VideoAI Services shall be subject to the terms of this EULA.

3. Third Party Software and Services. You will be responsible for obtaining any other third party software and services necessary for You to access the VideoAI Services or to utilize the segmentation metadata provided.

4. Responsibility for Content. You have sole responsibility for: (i) all Content that You or Your Authorized Users transmit, cause to be transmitted, or that is transmitted using Your access to the VideoAI Services; and (ii) obtaining all applicable authorizations and rights from

any Content owner or applicable third party. Comcast does not guarantee and will not verify the legality, accuracy, integrity, or quality of, and under no circumstances will Comcast be liable in any way for, any Content.

5. Content Warranties. You represent, warrant, and covenant to Comcast that: (a) the Content provided to Comcast shall not violate any Applicable Law, infringe upon or misappropriate any third party Intellectual Property Rights, right of privacy, or any other rights, or constitute a libel or slander against any person, entity, or corporation; (b) You have all necessary rights, clearances, approvals, waivers, and consents to grant Comcast the necessary rights and licenses to provide the VideoAI Services in accordance with this EULA; (c) You shall be solely responsible for the Content and any and all legal liability resulting therefrom or associated therewith; and (d) digital files containing the Content shall not contain any virus, disabling device, or other contaminant that may be used to access, alter, delete, damage, or disable Comcast's systems, software, hardware, data, or other property. You shall promptly notify Comcast of any violation of the foregoing and shall promptly take any and all actions necessary or required to cure such violation.

6. License to Comcast. You hereby grant to Comcast a non-exclusive, royalty-free license to (a) use the Content as contemplated by this EULA, and (b) store and use the data provided by You and generated with respect to the Content by the VideoAI Services, including audio, visual, and caption metadata, for Comcast's internal business purposes; provided, however, that Comcast shall have no right or license to, and shall not, generate, or allow any third-party to generate, any new content using the Content provided by You.

7. Restrictions on Use. You may not (and will not permit any Authorized User, or third party to): (a) use the VideoAI Services, including submitting or receiving any Content, in violation of any Applicable Law or for any purpose not contemplated by this EULA; (b) instruct Comcast to receive any Content that You do not have a right to send or receive under contractual or fiduciary relationships; (c) instruct Comcast to obtain any Content that infringes any Intellectual Property Rights of any third party; (d) interfere with or disrupt the VideoAI Services, or attempt to gain access to any systems or networks that connect to the VideoAI Services; (e) modify, copy, display, republish or create derivative works based on the VideoAI Services or any Comcast materials; (f) adapt, alter, reverse engineer, decompile, disassemble, translate, circumvent, or otherwise attempt to derive the source code for the VideoAI Services; (g) modify, obscure or remove any patent, trademark, copyright or other proprietary markings or restrictive legends placed on the VideoAI Services; (h) access or use the VideoAI Services to build a competitive product or service, or copy any ideas, features, functions or graphics of the VideoAI Services; (i) assign, sublicense, market, sell, lease, rent, distribute, or otherwise transfer the VideoAI Services; (j) send spam or use the VideoAI Services to send infringing, obscene, threatening, libelous, or other unlawful material; (k) upload to the VideoAI Services or use the VideoAI Services to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code; (l) perform penetration or load testing on the VideoAI Services or Comcast's infrastructure without the prior written consent of Comcast; or (m) without the express prior written consent of Comcast, conduct any public benchmarking or comparative study or analysis involving the VideoAI Services.

8. Export Controls. You agree to comply with all export and import laws and restrictions and regulations of any applicable government agency or authority, and not to directly or indirectly export, re-export or import any component of the VideoAI Services in violation of any such restrictions, laws, or regulations.

9. Security, Encryption and Confidentiality. You are solely responsible for maintaining access to, and the security of, Your password, account and computer, whether authorized or unauthorized, and You alone are liable for any use of the VideoAI Services via password, account and/or computer. Each party agrees that all Confidential Information disclosed by the other party shall be held in confidence and shall not be disclosed or used for any purpose outside the scope of this EULA. The receiving party will use at least the same level of care to prevent unauthorized use of Confidential Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care.

10. Unauthorized Use. You shall promptly notify Comcast of any suspected, alleged or actual unauthorized use of the VideoAI Services or violation of this EULA, and You agree to reasonably cooperate with (i) any investigation by Comcast of any suspected, alleged or actual violation of this EULA, and (ii) any action by Comcast to enforce the terms of this EULA. Comcast may suspend or terminate access to the VideoAI Services in its sole discretion, upon notice to You, if Comcast reasonably determines that You, or any other person that gains access to the VideoAI Services through You or Your password, account and computer, is in violation of this EULA or Applicable Law.

11. Indemnification by You. You will defend, indemnify and hold harmless Comcast and each of its direct and indirect parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Comcast Indemnitees**"), from and against any and all third party claims, demands, proceedings, judgments, settlements, actions or causes of action brought by a third party ("**Claims**"), and any associated liabilities, losses, damages, expenses, including without limitation, penalties and interest, reasonable fees and disbursements of counsel, and court costs, arising out of, relating to or in connection with (a) a material breach of this EULA by You, (b) a violation of Applicable Law by You in connection with the use of the VideoAI Services, or (c) any Content provided by You that infringes on or misappropriates any Intellectual Property Rights or other proprietary rights of any third party. The party seeking indemnification hereunder (the "**Indemnified Party**") hereunder will notify the other party (the "**Indemnifying Party**") promptly in writing of any Claim of which the Indemnified Party becomes aware. The Indemnifying Party will designate its counsel of choice to defend such Claim at the sole expense of the Indemnifying Party and/or its insurer(s). The Indemnified Party may, at its own expense participate in the defence. In any event, (a) the Indemnifying Party shall keep the Indemnified Party informed of, and shall consult with the Indemnified Party in connection with, the progress of any investigation, defence or settlement, and (b) the Indemnifying Party shall not have any right to, and shall not without the Indemnified Party's prior written consent (which consent will be in the Indemnified Party's sole and absolute discretion), settle or compromise any claim if such settlement or compromise (i) would require any admission or acknowledgment of wrongdoing or culpability by the Indemnified Party or any Indemnitee, (ii) would, in any manner, interfere with, enjoin, or otherwise restrict in any manner the Indemnified Party's provision of the VideoAI Services, or (iii) provide for any non-monetary relief to any person or entity to be performed by the Indemnified Party or any Indemnitee. The obligations described in this Section 11 shall survive the termination/expiration of this EULA.

12. Term and Termination. This EULA is effective upon Your acceptance of it via an Order and continues until it is (a) terminated in accordance with this EULA; (b) superseded by a new or revised EULA; or (c) upon expiration of the Order. Without prejudice to any other rights, Comcast may terminate this EULA immediately upon Your material breach of the terms and conditions of this EULA. Comcast may also terminate this EULA if You or your company ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the

subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within 90 days, or makes an assignment for the benefit of creditors. Upon termination by Comcast, Comcast may deny You access to the VideoAI Services and You must discontinue use of the VideoAI Services.

13. Changes to the EULA. Comcast may change the terms and conditions of this EULA in the future and require Your subsequent re-acceptance. You may not modify this EULA by making any typed, handwritten, or any other changes to it for any purpose. If Company has entered into a separate license agreement for access to the VideoAI Services, this EULA will be superseded by such separate agreement.

14. Proprietary Rights. You hereby acknowledge and agree that Comcast owns all Intellectual Property Rights, including patent, copyright, trademark, trade secret, and other proprietary rights in and to the VideoAI Services, and any corrections, bug fixes, enhancements, updates, or other modifications, whether made by Comcast or any third party. No right, title or interest to the VideoAI Services is transferred hereby and Your rights hereunder are strictly limited as set forth herein. Ownership of Content shall be unaffected by this EULA or any use of the VideoAI Services. You expressly acknowledge such ownership and Intellectual Property Rights, and agree that You will not take any action to jeopardize, limit or interfere in any manner with Comcast's ownership of or rights with respect to such intellectual property. Comcast retains all Intellectual Property Rights to any Service Usage Data and such Service Usage Data shall be deemed to be Comcast's Confidential Information. All trademarks and service marks used in connection with the VideoAI Services are owned by Comcast, its affiliates, or licensors. No license to use any such trademarks or service marks is provided hereunder.

15. Disclaimer of Warranty. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE EULA, COMCAST MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY VIDEOAI SERVICES PROVIDED TO YOU UNDER THIS EULA, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT THE VIDEOAI SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF OR ACCESS THERETO WILL BE ERROR FREE, CURRENT, OR UNINTERRUPTED. TO THE GREATEST EXTENT ALLOWED BY LAW, COMCAST SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

16. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COMCAST BE LIABLE TO COMPANY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR DELAY IN, INTERRUPTION, OR FAILURE TO TRANSMIT THE CONTENT OR ACCESS THE VIDEOAI SERVICES, LOSS OR CORRUPTION OF THE CONTENT, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE VIDEOAI SERVICES, OR ARISING OUT OF THIS EULA, EVEN IF COMCAST OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT PERMIT THE LIMITATION OF LIABILITY OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO COMPANY. In no event shall Comcast's total liability for any claim or cause of action arising out of or related to the use of the VideoAI Services or this EULA exceed the aggregate fees paid or payable to Comcast during the twelve (12) months immediately preceding the first occurrence of the event(s) giving rise to such liability for the VideoAI Services. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

18. Data Protection. Comcast shall comply with all data protection and privacy laws applicable to its processing of personal data, including (without limitation) applicable privacy legislation in the jurisdictions where the VideoAI Services are provided. Company shall ensure that it is entitled to transfer any personal data to Comcast so that Comcast may lawfully use, process and transfer such data in accordance with this EULA on Company's behalf.

19. Governing Law; Venue. This EULA and these terms and conditions shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Venue for all legal proceedings between the parties arising out of this EULA, or its breach, shall be in the state or federal courts located in New York, New York, and, in such event, each Party hereby consents to the exclusive jurisdiction of such courts. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS EULA OR THE SUBJECT MATTER HEREOF.

20. Miscellaneous. If any provision of this EULA is invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to Applicable Laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties, it shall be severed from this EULA, and the remainder of this EULA shall remain in full force and effect. Comcast's failure to require or enforce performance by You of any provision of this EULA or to exercise any right under this EULA shall not be construed as a waiver of Comcast's right to assert or rely upon any such provision or right in that or any other instance. This EULA is for the exclusive benefit of the parties. No third party shall be entitled to assert third party beneficiary status or otherwise make a claim under this EULA. Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof), except for Your obligation to pay any amounts due to Comcast, if the cause of delay or non-performance is due to circumstances beyond the reasonable control of the affected party, including acts of nature, government acts and regulation, national emergency, and similar events. Unless otherwise mutually agreed to by the parties in writing (a) this EULA sets forth the entire agreement of the Parties and supersedes any and all prior agreements of the parties with respect to the transactions set forth herein; and (b) any terms and conditions provided by You in a Order, letter or other request or offer that are in direct conflict with the terms herein are rejected by Comcast, and the terms contained herein shall prevail.