

END USER LICENSE AGREEMENT

The following is a legal agreement between you and West Pond Technologies, LLC and West Pond Enterprises, LLC (collectively, "West Pond"). CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO UTILIZING ANY SOFTWARE, PRODUCTS, OR SERVICES PROVIDED, OWNED, OR LICENSED BY WEST POND (collectively, "Products").

By using any of the Products, you agree to be bound by this Agreement and to use the Products in compliance with this Agreement, any other agreement with West Pond, and any other policies as may be posted from time to time on West Pond's website (www.westpond.com) or otherwise communicated to you by West Pond in connection with your use of the Products. You may download a copy of this Agreement from West Pond's website for your future reference.

1. **License and Intellectual Property Rights.** You acknowledge that you are receiving only a limited license to use the Products, and that you shall obtain no title, ownership nor any other rights in or to the Products, all and any portion of which title and rights shall remain with West Pond. You have the non-exclusive right to use the Products in accordance with this Agreement and any other agreement with West Pond. Your use of the Products may be limited with respect to the number and type of devices used to access the Products. West Pond may suspend the operation of the Products for repair or maintenance work or in order to update or upgrade the contents or functionality of the Products from time to time. You may not (a) use, copy and/or transfer any Product to any third party, (b) modify any Product, or (c) attempt to reverse engineer, decompile or disassemble any portion of any Product. This license may also be terminated by West Pond if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to cease use of and/or return any and all Products.

2. **Acceptable Use.**

(a) Unless otherwise agreed by West Pond in writing, West Pond does not have any obligation to exercise editorial control or review over the content of any material created, accessible, stored, transmitted, broadcast and/or viewed over or through the Products. West Pond shall have the right, but not the obligation, to remove, block, filter, or restrict by any means any materials that, in West Pond's sole discretion, may be illegal, obscene, may subject West Pond to liability, or may violate this Agreement.

(b) You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any third party. Use of the Products to violate the security of any computer network, to crack passwords or security encryption codes, to transfer or store illegal material (including, but not limited to, material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited.

(c) Without limiting the foregoing, you agree not to use any Products:

(i) to transmit, download, display, store, or otherwise use any information or written, graphic or photographic material ("Material") that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, pornographic, libelous, invasive of another's privacy, threatening, menacing, offensive, hateful or racially, ethnically or otherwise objectionable;

(ii) to harm, or threaten to harm, any person in any way;

(iii) to transmit, download, display, store, or otherwise use any Material in breach of any law, rule, or regulation, including, without limitation, in any way that infringes or misappropriates any patent, trademark, trade secret, copyright or other intellectual property rights, privacy, publicity or other rights of any kind;

(iv) to transmit, download, display, store, or otherwise use any Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(v) to interfere with or disrupt the Products or servers or networks connected to the Products, or disobey any requirements, procedures, policies or regulations of networks connected to the Products;

(vi) to hack into or otherwise gain unauthorized access to the Products or any related computer system, or otherwise engage in any other behavior that may reasonably be expected to inhibit other users from using and enjoying the Products; or

(vii) to resell or advertise to resell the Products without West Pond's prior written authorization.

(d) For avoidance of doubt, West Pond reserves the right to review your usage of all Products. West Pond shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Agreement, and shall have sole discretion regarding the course of action to take in connection therewith. Your usage of the Products deemed by West Pond to be in violation of this Agreement may result in termination of your use and access to the Products and this Agreement and/or such other actions as West Pond deems appropriate under the circumstances, including, without limitation, reports to law enforcement.

(e) West Pond may cooperate with legal authorities or third parties in the investigation of any suspected or alleged crime or civil wrong. Any fraudulent, abusive, or otherwise illegal activity or other violation of this Agreement may result in the suspension or termination of your access to or use of the Products.

3. Disclaimer of Warranty; Limitation of Liability.

(a) THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OF MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. BECAUSE OF THE VARIOUS HARDWARE AND SOFTWARE ENVIRONMENTS INTO WHICH PRODUCTS MAY BE UTILIZED, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WEST POND DOES NOT WARRANT THAT THE PRODUCTS WILL BE ERROR-FREE OR THAT THEY WILL MEET YOUR REQUIREMENTS. YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN THE USE OF THE

PRODUCTS, AND WEST POND DOES NOT MAKE ANY GUARANTEES OR WARRANTIES RELATING TO SUCH RISKS. YOU ALSO EXPRESSLY UNDERSTAND AND ACKNOWLEDGE THAT THE PRODUCTS' CONTENT MAY NOT BE AVAILABLE AT ALL TIMES AND ARE SUBJECT TO CHANGE. WEST POND DOES NOT MAKE ANY GUARANTEES OR WARRANTIES RELATING TO SUCH CONTENT AVAILABILITY.

(b) THE PRODUCTS GIVE YOU THE ABILITY TO TRANSMIT, STORE, BROADCAST, VIEW AND RECORD TELEVISION AND OTHER AUDIO-VISUAL CONTENT, AND YOU UNDERSTAND THAT WEST POND DOES NOT GUARANTEE THE ACCESS TO OR RECORDING OF ANY PARTICULAR PROGRAM CONTENT, OR THE LENGTH OF TIME ANY PARTICULAR RECORDED CONTENT MAY REMAIN AVAILABLE FOR YOUR VIEWING. YOU ALSO UNDERSTAND THAT ANY SUCH CONTENT ARE THE COPYRIGHTED MATERIAL OF THE THIRD PARTY THAT SUPPLIES IT, MAY BE PROTECTED BY COPYRIGHT AND OTHER APPLICABLE LAWS, AND MAY NOT BE REPRODUCED, PUBLISHED, BROADCAST, REWRITTEN OR REDISTRIBUTED WITHOUT THE WRITTEN PERMISSION OF THE THIRD PARTY THAT SUPPLIED IT, EXCEPT TO THE EXTENT ALLOWED UNDER APPLICABLE LEGAL EXCEPTIONS. YOU AGREE THAT WEST POND SHALL HAVE NO LIABILITY TO YOU, OR ANYONE ELSE WHO USES THE PRODUCTS, WITH REGARD TO ANY SUCH PROGRAMS AND CONTENT.

(c) WEST POND SHALL NOT BE LIABLE FOR ANY DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE ABOVE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF WEST POND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ALL LIABILITY OF WEST POND, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AND ASSIGNS, COLLECTIVELY, TO YOU, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY YOU TO WEST POND IN THE TWELVE MONTHS PRIOR TO THE DATE OF THE INCIDENT THAT GAVE RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY FOR PRODUCTS IS CUMULATIVE AND NOT PER INCIDENT. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

4. Indemnification; Release.

(a) You shall indemnify, defend, and hold harmless West Pond, its affiliates, and their respective officers, directors, shareholders, managers, members, employees, agents, and assigns from any and all costs, losses, expenses (including reasonable attorneys' fees), judgments, and any and all damages of any kind or nature arising from or relating to (i) any breach by you, or any of your agents or employees, of this Agreement, or (ii) any act or omission by you or any of your agents or employees.

(b) Release. You hereby absolutely and unconditionally release and forever discharge West Pond, its affiliates, and their respective officers, directors, shareholders managers,

members, employees, agents, and assigns thereof, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which you have had, now have or have made claim to have against any such person for or by reason of your use or misuse of the Products, whether such claims, demands and causes of action are matured or unmatured or known or unknown.

5. Term and Termination. This Agreement shall remain effective until terminated or for so long as you continue to use the Products. West Pond may terminate this Agreement immediately by notice in writing to you (which may be via email) if you breach its terms, or if you fail to pay any portion of any applicable fees due to West Pond. Sections 2, 3, 4, 6, and 7 shall survive termination of this Agreement.

6. Arbitration. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Middlesex County, Massachusetts, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief at any time. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the Commonwealth of Massachusetts.

7. Miscellaneous. You shall not assign or transfer your rights or delegate your performance under this Agreement without the prior written consent of West Pond, and any such assignment, transfer or delegation without such consent shall be void. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. West Pond may update this Agreement from time to time without notice to you, however, your continued use of the Products shall be deemed acceptance of such updates. A current version of this Agreement shall be maintained and available on West Pond’s website: www.westpond.com. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. For the avoidance of doubt, unless otherwise required by law, any contract related to the Products will be deemed to have been concluded in the Commonwealth of Massachusetts and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. This Agreement may be acknowledged and accepted via express acknowledgement and click-through, signed via electronic signature, and/or through your use of any Product.