Splice Technologies, Inc. Terms and Conditions

This Agreement (this "**Agreement**"), effective as of the date of the execution of the Order (the "**Effective Date**"), is by and between Splice Technologies, Inc., a Delaware corporation with offices located at 201 East City Hall Avenue, Norfolk, VA 23510 ("**Splice**"), and Customer. Splice and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

1.   Definitions.

        (a)   "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Splice in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

        (b)   "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

        (c)   "**Customer**" means the entity executing the Order pursuant to this Agreement on behalf of itself, its affiliates, and its Authorized Users.

        (d)   "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

        (e)   "**Documentation**" means Splice's user manuals, handbooks, and guides relating to the Services provided by Splice to Customer either electronically or in hard copy form/end user documentation relating to the Services made available upon the commencement of the Services.

        (f)   "**Order**" means the instrument, whether referred to as Order Form, Statement of Work, Schedule, or other similar naming convention, used to describe the nature, amount, and term of the Services purchased by Customer from Splice, pursuant to the terms of this Agreement.

        (g)   "**Splice IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Splice IP includes Aggregated Statistics and any information, data, or other content derived from Splice's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

        (h)   "**Services**" means the software-as-a-service offering described in the Order.

        (i)   "**Third-Party Products**" means any third-party products provided with or incorporated into the Services.

2. <u>Access and Use</u>.

(a) <u>Provision of Access</u>. Subject to and conditioned on Customer's payment of Fees as described in an Order and compliance with all of the terms and conditions of this Agreement, Splice hereby grants Customer a limited, non-exclusive, non-transferable (except in compliance with Section 12(h)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein, the Documentation and each Order. Splice shall provide Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) <u>Use Restrictions</u>. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement and the Order. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part, except as permitted in an Order; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) <u>Reservation of Rights</u>. Splice reserves all rights not expressly granted to Customer in this Agreement or the Order. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Splice IP.

(d) <u>Suspension</u>. Notwithstanding anything to the contrary in this Agreement, Splice may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Splice reasonably determines that (A) there is a threat or attack on any of the Splice IP; (B) Customer's or any Authorized User's use of the Splice IP disrupts or poses a security risk to the Splice IP or to any other customer or vendor of Splice; (C) Customer, or any Authorized User, is using the Splice IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Splice's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Splice has suspended or terminated Splice's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Splice shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Splice shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service

Suspension is cured. Splice will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(e)   Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Splice may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Splice and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Splice; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3.   Customer Responsibilities.

(a)   General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for the security of the usernames and passwords for its Authorized Users and all acts and omissions of Authorized Users.

(b)   Third-Party Products. Customer may opt to use the Splice IP in conjunction with Third-Party Products not provided by Splice. Splice does not warrant that the Splice IP will be compatible with any Third-Party Products or that the use of the Splice IP with any Third-Party Products will be error-free. Any such Third-Party Products are subject to their own terms and conditions. Splice shall not be liable to Customer for its use of any Third-Party Products in connection with the Splice IP and Customer agrees to indemnify Splice for any claims made by any such Third-Party on Splice as a result of or in connection with Customer's use of any such Third-Party Products.

4.   Service Levels and Support.

(a)   Service Levels. Subject to the terms and conditions of this Agreement, Splice shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.

(b)   Support. Splice will make available to Customer all updates to the supported Splice IP that Splice makes generally available to its other customers. As needed, Customer shall provide Splice access to its instance of the Splice IP to install such updates if required by Splice. Customer agrees to deploy any critical updates, as identified by Splice, within five (5) days following receipt. Splice will not be liable to Customer for damages, liabilities, fines, costs, and/or expenses, including costs of litigation and reasonable attorneys' fees, which Customer may incur, based upon or arising out of Customer's failure to implement any critical updates.

5.   Fees and Payment.

(a)   Fees. Customer shall pay Splice the fees ("**Fees**") as set forth in the relevant Order without offset or deduction. Customer shall make all payments hereunder in US

dollars on or before the due date set forth in such Order. If Customer fails to make any payment when due, without limiting Splice's other rights and remedies: (i) Splice may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Splice for all reasonable costs incurred by Splice in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Splice may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b)   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Splice's income.

(c)   Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Splice may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Splice with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 5% for any year. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of [two (2) years after the termination or expiration of this Agreement.

6.   Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given

written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Section 6 or, in the case of Customer, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

7. Intellectual Property Ownership.

(a) Splice IP. Customer acknowledges that, as between Customer and Splice, Splice owns all right, title, and interest, including all intellectual property rights, in and to the Splice IP and, with respect to Third-Party Products, the applicable third-party own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products. If Customer or any of its employees or contractors sends or transmits any communications or materials to Splice, suggesting or recommending changes to the Splice IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Splice is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Splice on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Splice is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Splice is not required to use any Feedback.

(b) Customer Data. Splice acknowledges that, as between Splice and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Splice a limited, non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data only as may be necessary for Splice to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display anonymized Customer Data incorporated within the Aggregated Statistics all in

accordance with Splice's privacy policy, which may be found on its website (https://www.splice-it.com). Splice acknowledges that, as applicable, it is subject to General Data Protection Regulation (EU) 2016/679 ("*GDPR*"). Customer acknowledges and agrees that Customer Data may be located in public cloud infrastructure.

8.   Limited Warranty and Warranty Disclaimer.

(a)   Splice warrants that the Services will conform in all material respects to the service levels set forth in **Exhibit A** when accessed and used in accordance with the Documentation. Splice does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit A**. The remedies set forth in **Exhibit A** are Customer's sole remedies and Splice's sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND SPLICE STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b)   EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a),THE SPLICE IP IS PROVIDED "AS IS" AND SPLICE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SPLICE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. [EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a),] SPLICE MAKES NO WARRANTY OF ANY KIND THAT THE SPLICE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9.   Indemnification.

(a)   Customer Indemnification. Customer shall indemnify, hold harmless, and, at Splice's option, defend Splice from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any third-party claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement[; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Splice or authorized by Splice in writing; or (iv) modifications to the Services not made by Splice, provided that Customer may not settle any third-party claim against Splice unless Splice consents to such settlement, and further provided that Splice will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

10.   Limitations of Liability.

IN NO EVENT WILL SPLICE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SPLICE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SPLICE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SPLICE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.   Term and Termination.

(a)   Term. This Agreement commences on the Effective Date and shall continue for the term on the applicable Order, unless terminated earlier as provided in this Agreement ("Term"). Unless otherwise expressly set forth on the Order, the Term will be renewed automatically for additional periods unless the Customer provides Splice with written notice of its intention to not renew at least thirty (30) days prior to the end of the then-current Term. Splice reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

(b)   Termination. In addition to any other express termination right set forth in this Agreement: (i) Splice may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than THIRTY (30) days after Splice's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6; (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c)   Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Splice IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Splice IP and certify in writing to the Splice that the Splice IP has been deleted

or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d)   Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12.   Miscellaneous.

(a)   Entire Agreement. This Agreement, together with the Order and any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Agreement, the Order, the related Exhibits, and any other documents incorporated herein by reference, the terms of the Agreement shall govern unless specifically stated otherwise in the Order or Exhibit or other document included by reference.

(b)   Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section).

(c)   Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d)   Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e)   Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect

any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia, without regard to the Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Virginia in each case located in the city of Virginia Beach, and each Party irrevocably submits to the [exclusive] jurisdiction of such courts in any such suit, action, or proceeding.

(g) Arbitration. Except for collection actions for payment of fees and for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this agreement or to its breach shall be settled by arbitration by a panel of three (3) arbitrators in accordance with the American Arbitration Rules, pursuant to arbitration to be held in Virginia Beach, Virginia. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

(h) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Splice, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(j) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer

software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

      (k)   <u>Publicity</u>**.** Customer hereby consents to Splice's inclusion of Customer's name in a customer listing, provided that Customer is not the sole Customer listed.

EXHIBIT A

Splice Service Level Agreement ("SLA")

Splice provides this SLA subject to the terms and conditions below, which will be fixed for the duration of the initial term of the Solution subscription. If a Solution subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term.

A.   Monthly Service Level

   1.   The Service Level is 98.5%.
   2.   The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	**minus**	Total number of minutes of Downtime in a given calendar month
Total number of minutes in a given calendar month		

B.   Exclusions

   1.   Downtime does not include:

   a.   The period of time when the Solution is not available as a result of Scheduled Downtime; or

   b.   The following performance or availability issues that may affect the Service:

   i.   Due to factors outside Splice's reasonable control;

   ii.   Related to add-on features for the Solution, including, but not limited to Internet Marketing or Reporting Services;

   iii.   That resulted from Customer's or third party hardware, software or services;

   iv.   That resulted from actions or inactions of Customer or third parties;

   v.   That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Splice's network by means of Customer's passwords or equipment.

   vi.   That were caused by Customer's use of the Solution after Splice advised Customer to modify its use of the Solution, if Customer did not modify its use as advised;

vii.   Intermittent periods of Downtime that are ten minutes or less in duration; or

viii.   Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by Splice).

C.   **System Latency**

Any system latency issues will be addressed by the Splice development and support teams within a reasonable time frame. System latency issues that are related to the Customer's bandwidth will not be addressed by Splice team as they are the sole responsibility of the Customer. Splice will make every effort to remedy system latency and performance issues within a reasonable period of time (not to exceed 14 days). System latency refers to slow overall performance and/or specific task execution times.

D.   **Definitions:**

1. **"Agreement"** means the Splice Agreement that governs the Service.

2. **"Customer"** means the person or organization that contracted for Services under the Agreement.

3. **"Downtime"** means a period of time when Customers are unable to read or write any Service data for which they have appropriate permission.

4. **"Exclusions"** means the performance or availability issues that are noted in Section D.

5. **"Incident"** means a set of circumstances resulting in an inability to meet a Service Level.

6. **"Splice"** means Splice Technologies, Inc. (or if applicable, its affiliate).

7. **"Monthly Uptime Percentage"** is calculated on a calendar month basis (according to the formula set forth in Section A) using data collected about the Service's availability for a given calendar month by a third-party provider who makes frequent log-in attempts to the Service on a 24-hour/seven day a week basis.

8. **"Notice"** means that within five business days following an Incident, Customer must notify Customer Support of the Incident.

9. **"Solution"** or **"Solutions"** means the Splice service provided to Customer pursuant to the Agreement.

10. **"Scheduled Downtime"** means published maintenance windows or times where Splice notifies Customer of periods of Downtime for scheduled network, hardware, Service maintenance or Service upgrades at least 24-hours prior to the commencement of such Downtime.

11. **"Service Level"** means the percentage of Service availability for a given month that Splice agrees to provide Customer, which is measured by the Monthly Uptime Percentage.