

Adaptive IP Services, Inc

TERMS AND CONDITIONS

1. Scope/Purchase Orders/SOWs. Customer may purchase hardware, license software (the "Software"), and/or license Content (collectively, the "Products"); and/or purchase certain services, including professional services and support services for the Products (the "Services") from Adaptive. Customer will initiate all orders for Products or Services by written purchase orders sent to Adaptive, or by executing Adaptive's quotation or order form (each a "PO"). Adaptive must accept a PO in writing before it is binding. Customer's PO shall include, at a minimum, a description of the Products and/or Services to be delivered, quantities, prices, shipment dates for Products, date(s) of completion for Services, and a shipping destination. Customer's submission of its PO to Adaptive shall constitute Customer's acceptance of this Agreement. Adaptive reserves the right, for any reason or no reason, not to accept any PO from Customer. Customer may not change or cancel any submitted POs. The Parties may agree to enter into a SOW that will detail the description of certain Services to be performed under this Agreement.

2. Inspection; Acceptance; Delivery. Within ten (10) business days of receipt of the Products, Customer will inspect the Products and inform Adaptive of any damages thereto. Risk of loss or damage to the Products shall pass to Customer FCA (Incoterms 2010) Adaptive's facility. Risk of loss and title to the Product is not subject to Customer's acceptance of the Product. Adaptive will be relieved of all liability with respect to any Products damaged during shipment. Customer will be responsible for any damage claim, repair or replacement of such damaged Products. At Adaptive's discretion, Adaptive may make early and/or partial deliveries of the Products. Products are not returnable except: (i) if Customer discovers damages prior to acceptance, (ii) under applicable warranties, or (iii) as a result of purchased support Services.

3. Prices/Invoices/Terms of Payment.

A. Prices. All prices for the Products and Services are in U.S. dollars ("Prices") and are FCA (Incoterms 2010) Adaptive's facility. Prices exclude all taxes, duties, excises, and/or charges ("Taxes") of any kind, which are now or in the future will be directly imposed on Adaptive with respect to the sale of the Product or Services or on any PO or SOW. If Adaptive is required by law to directly pay any such Taxes, Customer shall promptly reimburse Adaptive, unless Customer provides valid exemption certificates to Adaptive prior to shipment. Unless otherwise specified in the PO, packaging for commercial shipment of Product is included in the quoted Price.

B. Payment Terms/Invoicing. Customer will pay all invoices within thirty (30) days of the date of invoice. Customer will compensate Adaptive for Software licenses, subscriptions, hardware, Services, Content Licenses (defined below), and support at Adaptive's standard Prices in effect at the time the PO is placed or SOW is executed. Customer will pay such invoices, as follows: Software licenses, third-party licenses or subscriptions, and hardware purchases upon shipment; fixed-price Services in advance of performance; monthly for Services provided on a time and materials basis; upon completion of a milestone for Services provided on a milestone basis; in advance of the support terms for any support Services; and in advance of the subscription term for any Content Licenses. All Prices and fees are non-refundable, notwithstanding any expiration or termination of a PO, SOW, or this Agreement. Title to hardware shall pass to Customer upon full payment for all Products.

C. Late Payment. Any payment of Prices more than thirty (30) days past the applicable payment date will be subject to late fees equal to the lesser of (i) one percent (1%) of the unpaid balance per month, or (ii) the maximum rate permitted by applicable law, until paid in full. Adaptive shall have the right to recover

the reasonable costs and expenses incidental to the collection of any overdue account, including reasonable attorneys' fees. Adaptive shall have the right, in its sole discretion, in addition to any other rights and remedies provided in this Agreement or otherwise, to terminate this Agreement or to suspend full or partial performance (including but not limited to suspending Customer's licenses or subscriptions to the Software), without liability, immediately upon written notice if any Prices remain outstanding for more than thirty (30) days.

4. Customer Obligations and Acknowledgements; Changes.

A. Product Changes. At its discretion, Adaptive may make any changes in Products at any time. With respect to Products that are the subject of an accepted PO or SOW, Adaptive may make such changes that in its reasonable determination do not degrade the function, performance, quality or reliability of the Products, nor affect their Price or delivery. Adaptive shall give Customer prompt notice of any such changes relating to ordered Products. The Parties will execute a written modification of the applicable PO for any agreed upon Product changes or adjustment to any Prices. Adaptive must consent to any shipment, packaging, or place of delivery changes. Further, subject to the terms set forth in Exhibit 4 hereto, Adaptive has the right, in its sole discretion, at any time, to determine any hardware, Software, or Software version is in the end of its useful life and that support for any such Product or Software version is in the end of its useful life.

B. Requirements. Customer will be responsible, at its expense, for acquiring, installing and maintaining all equipment, hardware, and software necessary to connect to and use the Software. Customer will comply with the then-current requirements provided by Adaptive.

5. Adaptive Warranty for Products.

A. Warranty. Adaptive's warranty to Customer for Product and Services purchased or licensed by Customer is contained in Exhibit 1 to this Agreement. Adaptive's return and warranty replacement policies and procedures, available at "<http://www.adaptiveips.com.com/#!/returns/gxvqe>", will govern the return of all ordered Products. All preventative maintenance and/or scheduled replacements are non-warranty maintenance actions. Adaptive offers Software support plans and extended warranty plans for hardware for purchase as more fully described in Exhibit 3 hereto.

B. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, Adaptive MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. Adaptive, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE PRODUCTS, SERVICES, OR THIRD-PARTY MATERIALS WILL MEET THE NEEDS OF CUSTOMER OR WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE. WITHOUT LIMITING THE FOREGOING, Adaptive, ITS AFFILIATES, AND ITS LICENSORS MAKE NO, AND DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY MATERIALS, INCLUDING BUT NOT LIMITED TO ANY THIRD-PARTY SOFTWARE AND OPEN SOURCE SOFTWARE. IN NO EVENT SHALL Adaptive OR ITS AFFILIATES HAVE ANY LIABILITY FOR ANY PRODUCTS, SERVICES OR SOFTWARE USED FOR AVIATION, COMBAT, MEDICAL, LIFESAVING, LIFE SUSTAINING OR NUCLEAR APPLICATIONS.

6. Adaptive's Intellectual Property Matters.

A. Proprietary Rights. Customer agrees that Adaptive owns all right, title, and interest in all of Adaptive's patents, trademarks, trade names, inventions, copyrights, knowhow, trade secrets and all other

intellectual property and proprietary rights relating to the design, manufacture, operation or service of the Products and Services (collectively, "Adaptive IP Services"), and that the sale or license conveys no right or license to manufacture, duplicate or otherwise copy or reproduce any of the Products or use the Adaptive IP. Customer will not use or disclose drawings, specifications, technical information or other data furnished by Adaptive (which also constitute Adaptive IP) without the prior written consent of Adaptive. Any improvement or modification to such Adaptive IP shall be the sole property of Adaptive, regardless of whether any such improvement or modification was the creation of or paid for by Customer. Customer consents to the remedy of injunction in addition to damages for violation of these provisions.

B. Software License. Adaptive shall retain title to the software licensed hereunder (the "Software"). Customer may use the Software only in accordance with this Section. During the License Term, Adaptive grants and Customer accepts a nonexclusive, revocable, nonsublicensable and nontransferable limited license to install and use the Software listed in a PO solely in connection with the Products, subject to the restrictions applicable to the type of license as identified in Exhibit 2, or as described in a PO. The "License Term" for each type of Software shall be for so long as Customer remains in compliance with this Agreement and the license has not been revoked by Adaptive pursuant to the terms hereof. Customer may not: (i) copy, transfer, modify, translate, or create derivative works based on the Software, provided, that Customer may make a single archival copy of the Software for backup; (ii) disable or circumvent any of the security mechanisms provided with or embedded in any Software; (iii) use the Software other than as permitted in the license as well as any other third-party licenses incorporated into this Agreement; (iv) send to Adaptive, or cause to be sent to Adaptive, any software, viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying trade secrets, ideas or algorithms of any of the Software, or to otherwise isolate, separate or render suitable for independent use any included element, module, subprogram, or included software within the Software; (vi) tamper with other customer accounts of Adaptive or its affiliates; (vii) attempt to gain unauthorized access to the Software or its related systems or networks; (viii) create "links" to or from the Software, or "frame" or "mirror" any content forming part of the Software; (vii) lease, distribute, license, sell or otherwise commercially exploit any of the Software or make the Software available to a third party other than as contemplated in this Agreement, including but not limited to using the Software for timesharing, service bureau or other similar purposes; (ix) conceal, alter or remove any title, trademark, service mark, copyright, proprietary or restricted rights notice contained in the Software; or (x) permit anyone else to engage, directly or indirectly, in any of the activities described in subparts (i) through (ix). Customer will promptly disclose to Adaptive any violation of this paragraph.

C. Content. During the applicable subscription term for any licensed Content, Adaptive grants Customer a nonexclusive, revocable, non-sublicensable, non-transferable and limited subscription license to Adaptive Content provided by Adaptive to Customer solely for the purpose of Customer using and displaying the Content on the computers and/or devices for which Customer has purchased licenses to such Adaptive Content (the "Content License"); provided, however, that with respect to Content created by Adaptive specifically for Customer, the Content License will be for so long as Customer complies with the terms of such license, subject to any restrictions and conditions with respect to any third-party Content. "Content" means all content in text, graphic, animation, video, or any other form that is used in connection with the Products. "Adaptive Content" means all Content owned by Adaptive or licensed to Adaptive by third-parties. Customer will: (i) not rent, lease, sublicense, modify or create derivative works, or otherwise transfer the Adaptive Content to third parties; (ii) use reasonable care and protection to prevent the unauthorized use, copying, publication or dissemination of the Adaptive

Content; (iii) not alter, conceal or remove any title, trademark, service mark, copyright, proprietary or restricted rights notice contained in the Adaptive Content; and (iv) abide by any other requirements communicated to Customer by Adaptive.

7. Indemnity.

A. Adaptive Indemnity. Adaptive shall indemnify, defend and hold Customer harmless from and against any and all losses, costs, liabilities or expenses (including reasonable attorney's fees) arising from (1) a claim resulting from the willful misconduct or grossly negligent acts or omissions of Adaptive, or (2) a third party claim that the Products purchased and used by Customer in accordance with this Agreement infringes a U.S. patent or copyright, provided that: Customer (i) promptly notifies Adaptive in writing of such claim; (ii) grants Adaptive sole control over the defense and settlement of the claim; and (iii) cooperates with any request by Adaptive for assistance in defending such claim. Should any such Product become, or in Adaptive's opinion be likely to become, the subject of such a claim, Adaptive may, at its option and expense, (a) procure for Customer the right to make continued use thereof, whether through obtaining a license or other means; (b) replace or modify such Product so that it becomes noninfringing; or (c) request return of the Product by Customer and refund the Price paid by Customer for such Product less straight-line depreciation based on a three-year useful life. Adaptive shall have no liability or obligation under this Section 7 for any alleged infringement to the extent based, in whole or in part; on (1) any combination of the Product with Customer or third-party products not provided by Adaptive or Customer Materials (defined below); (2) the use of the Products for a purpose or in a manner for which such Product was not intended or designed; (3) use of an older version of any Product when use of a newer version would have been non-infringing; (4) any modification made to the Product without Adaptive's express written approval; (5) modifications made by Adaptive pursuant to Customer's instructions or request or to comply with designs, plans or specifications of Customer; or (6) any intellectual property right owned or licensed by Customer, or any subsidiary or affiliate of Customer (each, and collectively, the "Excluded IP Claims"). THE FOREGOING CONSTITUTES Adaptive'S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT CLAIM ARISING OUT OF ANY PRODUCT PROVIDED UNDER THIS AGREEMENT.

B. Indemnification by Customer. Customer will indemnify, defend and hold harmless Adaptive, its affiliates and each of their respective officers, directors, employees, agents, successors and assigns (each, a "Adaptive Indemnitee") from and against any and all all losses, costs, liabilities or expenses (including reasonable attorney's fees) arising from incurred by any Adaptive Indemnitee, directly or indirectly, arising out of a claim related to or otherwise made in connection with: (1) the willful misconduct or grossly negligent acts or omissions of Customer; (2) Customer's material breaches of any of the licenses granted herein or any of the use restrictions related to such licenses; (3) the failure of Customer to hold all necessary rights to, and interest in, any properties, materials or information that Customer makes available to Adaptive to perform Adaptive's obligations under this Agreement (including any Customer Materials); (4) a third-party claim that any Customer Materials or Adaptive's use thereof infringes, misappropriates or violates any third-party Intellectual Property Right, provided that, Adaptive (i) promptly notifies Customer in writing of such claim, (ii) grants Customer sole control over the defense and settlement thereof, and (iii) cooperates with any request by Customer for assistance in defending such Claim; or (5) the Excluded IP Claims (defined above). Customer shall have no liability under subsection 7.B(4) for any alleged infringement based, in whole or in part, on (a) the use of the Customer Materials for a purpose or in a manner for which they were not intended; (b) any modification made by Adaptive to the Customer Materials without Customer's written approval; (c) any modification made by Customer to the Customer Materials pursuant to Adaptive's instruction; or (d) any Intellectual Property Right owned or licensed by Adaptive. "Customer Material" means any intellectual

property owned or provided by Customer and other such materials, content, and information provided by Customer.

8. Limitation of Liability. EXCEPT FOR A BREACH OF SECTIONS 6 OR 11.B HEREIN, NEITHER PARTY (OR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE IN CONTRACT, TORT OR OTHERWISE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, DELAY OF BUSINESS, INTERRUPTION OR OTHER SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BREACH THEREOF, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAILURE OF AN EXCLUSIVE REMEDY. EXCEPT FOR A BREACH OF 11.B OR AMOUNTS ARISING UNDER Adaptive'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.A HEREIN, Adaptive'S LIABILITY FOR ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY PRODUCTS, SERVICES, OR THIS AGREEMENT SHALL IN NO EVENT, IN SINGLE CASE, OR IN THE AGGREGATE, EXCEED THE AMOUNTS PAID BY CUSTOMER TO Adaptive FOR THE PARTICULAR PRODUCT OR SERVICE, AS APPLICABLE, GIVING RISE TO THE CLAIM DURING THE TWELVE MONTHS PRECEDING THE DATE OF SUCH EVENT GIVING RISE TO THE CLAIM. ANY CLAIMS BROUGHT UNDER THIS AGREEMENT OR OTHERWISE MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION AROSE. IN NO EVENT WILL Adaptive HAVE ANY LIABILITY ARISING OUT OF ANY CUSTOMER MATERIALS OR THIRD-PARTY MATERIALS.

9. Anti-Corruption; Export Control. Customer represents and warrants that will comply with, and in its obligations to Adaptive will not take any action or omit any action that would cause either Party to be in violation of any applicable anti-corruption laws and regulations under such laws including the U.S. Foreign Corrupt Practices Act, Canada's Corruption of Foreign Public Officials Act, and the U.K. Anti-Bribery Act. Each Party acknowledges that the other Party may be subject to regulation by agencies of the U.S. Government, including, but not limited to the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries. Each Party warrants that it will comply in all respects with the Export Administration Regulations and all other export and re-export restrictions as may be applicable to its performance hereunder. Any violation of this Section 9 shall be deemed to be a material breach of this Agreement.

10. Term and Termination.

A. Term. The initial term of this Agreement is for the period described on the cover page to this Agreement, unless terminated earlier as provided herein (the "Initial Term"). After the Initial Term, this Agreement will automatically renew for one-year periods (each, a "Renewal Term"), unless either Party provides the other Party with written notice sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable, of its intent not to renew this Agreement. The Initial Term and any Renewal Terms are collectively referred to as the "Term." Termination or expiration of this Agreement will not terminate existing POs or SOWs, as applicable, each of which will survive until the end of their applicable terms, and the terms of this Agreement will continue to apply to such POs and SOWs. The following Sections will survive any expiration or termination of this Agreement: Sections 2, 3, 5.B, and 6 through and including 11.

B. Termination for Breach. Either Party may terminate this Agreement immediately upon written notice to the other Party in the event that the other Party is in material breach under this Agreement, any Exhibit, any PO, or any SOW, and fails to remedy such breach within thirty (30) days of notice thereof from the non-breaching Party.

C. Termination for Convenience. Either Party may terminate this Agreement, any PO or SOW at any time, in whole or in part, for convenience without further liability or obligation to the other Party or any third party (except for Customer's payment obligations hereunder) upon sixty (60) days' prior written notice to the other Party.

D. Payment for Services. Upon the expiration or termination of this Agreement, any PO, or SOW, Customer will accept and promptly pay for any Services actually provided to Customer as of the effective date of expiration or termination. In the event of a termination by Adaptive pursuant to Section 10.B, Customer will reimburse Adaptive for all costs and expenses incurred by Adaptive under any terminated PO or SOW. In no event will any Prices or fees be refundable upon termination or expiration of this Agreement, any PO, or any SOW for any reason.

11. General Provisions.

A. Assignment/Third-Party Beneficiaries. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld; provided that Adaptive may, upon thirty (30) days' written notice, assign any or all of its rights or obligations without the prior consent of Customer to an affiliate of Adaptive. Any purported assignment in violation of this covenant shall be null and void. Subject to the foregoing, this Agreement will be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. All third-party providers shall be third-party beneficiaries to this Agreement.

B. Confidentiality and Proprietary Information. Either Party may disclose ("Discloser") to the other Party ("Recipient") information considered to be confidential and/or proprietary information of Discloser ("Proprietary Information"). Information shall be considered Proprietary Information if clearly marked "Confidential" or "Proprietary" or the like or if the disclosure is oral, when identified at the time of disclosure; provided, however, that information relating to the Products or Services or this Agreement which are not marked but which should reasonably be understood to be confidential by Recipient shall also be deemed Proprietary Information. Recipient shall protect Discloser's Proprietary Information with at least the same degree of care that it uses to protect its own Proprietary Information from unauthorized use or disclosure, but in no event with less than reasonable care. These confidentiality obligations shall not apply to any Proprietary Information that: (A) is or (through no improper action or inaction by Recipient) becomes part of the public domain; (B) was lawfully in the possession of or known by Recipient on a non-confidential basis at the time of disclosure by Discloser; (C) was received on a non-confidential basis from a third party having a lawful right to disclose such information; or (D) was independently developed by Recipient without reference to or use of the Proprietary Information as demonstrated by Recipient's records. Recipient's obligations under this Section 11.B shall continue until one of the exceptions listed above in this Section applies to that specific Proprietary Information.

C. Governing Law. This Agreement, all transactions between, and the rights and obligations of the Parties will be governed, construed and interpreted in accordance with the laws of the State of Texas, without reference to conflict of laws principles. Each Party hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in Dallas County, Texas. BOTH PARTIES IRREVOCABLY WAIVE TRIAL BY JURY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT. The Parties further agree that their respective rights and obligations under this Agreement will be solely and exclusively as set forth in this Agreement, and that the 1980 United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, will not apply to this Agreement and are hereby disclaimed. If Customer is a government entity or otherwise entitled to assert sovereign immunity or immunity under the Eleventh Amendment, Customer acknowledges that its obligations

under this Agreement are of a commercial, non-governmental nature and Customer accordingly waives any such applicable immunity.

D. Entire Agreement. This Agreement, together with any exhibits, PO, or SOW hereto, set forth the final and entire understanding of the Parties relating to the included subject matter and merges all prior discussions between them. Both Parties can modify this Agreement only by a writing signed by each Party. This Agreement shall govern any conflict or inconsistency with any PO or SOW. The remedies stated in this Agreement, except where stated as exclusive, are cumulative and are in addition to and not in lieu of any other remedies at law or in equity and may be enforced concurrently from time to time.

E. Force Majeure. Except for Customer's payment obligations hereunder, each Party will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is attributable to a force majeure event, including without limitation: power or telecommunications failures, civil disturbances, industry-wide shortages of labor or materials, strikes, labor disputes, weather, natural disasters, acts of God, war, terrorism, embargoes, prohibitions or changes in applicable law or delays arising from compliance with any law or government regulation or other similar causes beyond its control.

F. Independent Contractors. The relationship of the Parties is that of independent contractors, and nothing contained in this Agreement authorizes either Party to direct or control the activities of the other, or to act as the representative or on behalf of the other Party, unless specifically authorized in this Agreement.

G. Severability/Waiver. If any provision(s) of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. At any time, the failure or delay of either Party to enforce any of the provisions of this Agreement will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party later to enforce such provision. The express waiver by either Party of any provision of this Agreement will not constitute a waiver of any future obligation to comply with such provision.

H. Notices. All notices, demands and other communications shall be in writing and shall be deemed to have been given if delivered personally, or three days after mailing by certified mail (return receipt requested) or overnight carrier to the respective addresses listed on the cover page or to such other address as either Party may designate by providing notice in accordance with this Section. All such notices sent to Adaptive must be sent with attention to General Counsel.

I. Audit. During the Term and for a period of two years thereafter, Customer will provide to Adaptive its internal and external auditors, access, at all reasonable times, to Customer's books and records, facilities and other locations where Customer is accessing or using the Products or the Services, and to Customer's personnel and other resources reasonably requested by Adaptive for the purposes of performing audits, examinations, and inspections of Customer's compliance with this Agreement. Adaptive will provide Customer at least five (5) days' prior notice of any such audit. Customer will make the information and resources reasonably required to conduct the audit available on a timely basis and assist Adaptive and its internal or external auditors as necessary. Adaptive will pay all costs and expenses associated with any audit initiated by Adaptive; provided, however, Customer will reimburse Adaptive for all of Adaptive's reasonable expenses of such audit if as a result of such audit: (1) Customer

is found to be in breach of this Agreement, or (2) Adaptive discovers Customer's under payment of Prices or fees by more than five percent (5%). Customer will immediately, but in no event more than thirty (30) days after discovery by Adaptive of an under payment, pay to Adaptive the amounts corresponding to such under payment discovered by Adaptive through the audit together with simple interest at a rate equal to the higher of one percent (1%) per month or the highest rate permitted by applicable law.

K. Counterpart Originals. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by electronic mail communications in pdf format, and pdf copies of signature pages shall be binding as originals.

[END OF TERMS AND CONDITIONS. EXHIBITS FOLLOW.]

Exhibit 1
Warranty

1. Hardware Warranty.

A. Limited Warranty. Adaptive warrants that the supplied hardware (“Hardware”) will be materially free from defects and workmanship for a period of one (1) year, commencing on the date of shipment, subject to the following limitations:

- (i) the limited warranty extends only to Customer and is not assignable or transferable to any subsequent purchaser or end user;
- (ii) Unless Customer purchases an Extended Warranty Plan with the Advance Shipper option as described in Exhibit 3, Customer will bear the cost of shipping the Hardware to the Customer technical support department of Adaptive. Customer will bear the cost of shipping the Hardware back to Customer after the completion of service, or to ship replacement Hardware if Adaptive elects replacement as Customer’s remedy under this limited warranty; and
- (iii) Customer complies with any additional warranty procedures that may be provided from Adaptive from time to time;
- (iv) A repair on warranted Hardware is good only for the balance of the warranty, or for ninety (90) days from the date of the repair, whichever is longer.

B. Warranty Exclusions. The limited warranty provided for in Section 1(A) does not cover:

- (i) defects or damages resulting from use of the supplied Hardware in other than its normal and customary manner, or in an environment or in a manner or for a purpose for which the Hardware was not designed;
- (ii) defects or damages from incorrect or abnormal use, abnormal conditions (such as, results of force majeure event), power surges or other irregularities, failure to perform recommended maintenance or improper maintenance, improper handling, or storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, or had parts replaced by any party other than Adaptive or an Adaptive authorized repair facility, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Adaptive, including damage caused by shipping, spills of food or liquid;
- (iii) breakage or damage unless caused directly by defects in material or workmanship;
- (iv) claims in which the technical support department at Adaptive was not notified by Customer of the alleged defect or malfunction of the supplied Hardware during the applicable limited warranty period;
- (v) Hardware which have had the serial number removed or made illegible;
- (vi) Hardware that was not purchased by Customer from Adaptive or its authorized resellers;
- (vii) claims caused by Third-Party Materials;
- (viii) damage due to normal wear and tear;
- (ix) consumables such as fuses and batteries; or
- (x) any other cause not wholly and directly attributable to a defect in the Hardware.

C. Warranty Remedies. As Customer’s sole and exclusive remedy for any warranty claim with respect to Hardware, during the warranty period, Adaptive will, at its sole option, either repair, replace or refund the Hardware Purchase Price of any supplied Hardware that is covered under this limited warranty. Adaptive will not be required to repair or replace more than the components of the Hardware actually found to be in breach of the limited Hardware warranty provided in this Exhibit, and repaired or replaced Hardware will be warranted under this Exhibit only for the remaining portion of the original warranty period. Adaptive may elect, at its sole option, to use functionally equivalent re-conditioned, refurbished or new units or parts of any units. In addition, Adaptive will not back-up any data or Content

that Customer has added to the Hardware. Where Customer returns any Hardware, and after evaluation, Adaptive finds no non-conformity to the warranty, Adaptive may return the Hardware to Customer, and Customer shall pay Adaptive its standard “no trouble found” (“NTF”) or equivalent fee.

D. Third-Party Hardware. Third-Party Hardware warranty and support is only available from the manufacturer, except under separate agreement. Adaptive does not provide any services for Third-Party Hardware that is not manufactured by Adaptive. These products fall under the normal pass-through warranties provided by the manufacturer. Adaptive will pass-through to Customer any applicable Third-Party Hardware warranties from Third-Party Providers that Adaptive is legally able to transfer.

2. Software Warranty.

A. Limited Warranty. Adaptive provides a limited warranty that, during the ninety (90) day period commencing on the date when Customer (or Adaptive personnel when installing on Customer’s behalf) download the Software, (i) the latest and current version of the Software will operate in substantial conformity with the then current version of the applicable Documentation for such Software provided by Adaptive, and (ii) the Media on which the Software is provided will not, when provided to Customer, be damaged or be in a physically defective condition. The foregoing limited warranty is subject to the following terms and conditions:

(i) Customer is current on all, and there are no overdue amounts relating to any, Prices;

(ii) Customer provides cooperation and access to its personnel, records, systems, hardware, and other resources for Adaptive to remedy the defective Software; and

(iii) breach of the warranty is not due to: (1) accident, abuse, or misapplication; (2) modification or alteration by anyone other than Adaptive; (3) any software, service, hardware, equipment or otherwise that is provided, developed, created, managed, licensed or owned by a third party; (4) usage of any Software in violation of the Documentation or this Agreement; (5) Customer’s failure to follow Adaptive’s instructions; (6) reasons beyond the control of Adaptive, including but not limited to a force majeure event; (7) Customer’s failure to install and use the most up-to-date version of the Software; (8) specifications, instructions, features, functions, designs or other elements provided by or requested by Customer; or (9) Customer’s or its users’ negligence or breach of this Agreement.

B. Remedy. In the event of a breach of the warranty in Section 2(A) of this Exhibit, and provided that (i) Customer reports the nonconformity to Adaptive in writing, and (ii) the nonconformity is reproducible by Adaptive, then Adaptive will use commercially reasonable efforts to remedy the nonconformity in the Software in accordance with the Support described in Exhibit 3. The preceding remedy is Customer’s sole and exclusive remedy due to a breach of the warranty set forth in Section 2(A) of this Exhibit.

C. Third-Party Software. Third-Party Software warranty and support is only available from the Third-Party Provider licensor, except under separate agreement. Adaptive does not provide any services for Third-Party Software that is not owned by Adaptive, which falls only under the normal pass-through warranties provided by the ThirdParty Provider licensor. Adaptive will pass-through to Customer any such applicable Third-Party Software warranties that Adaptive is legally able to transfer.

D. Open Source Software. In connection with the Software, Adaptive may make use of any Open Source Software (defined below). Customer acknowledges and agrees that its use of the Software or any such Open Source Software is subject to the terms of the applicable Open Source Software license(s), and that it is responsible for its compliance with the terms of such Open Source Software license(s). Customer expressly acknowledges and agrees that, prior to copying, modifying, or distributing any Open Source Software, it will confirm that it has all necessary rights and permissions to do so from the

applicable third party licensor, which confirmation may include obtaining a separate license from the licensor expressly authorizing it to do so. "Open Source Software" means any free, open source or other publicly available software.

3. Services Warranty.

A. Limited Warranty. Adaptive provides a limited warranty that the Professional Services will be performed in a professional and workmanlike manner in accordance with the requirements set forth in the applicable Statement of Work, and that, upon delivery to Customer, any Deliverables will materially conform to the requirements and specifications set forth in the applicable Statement of Work. Customer will have thirty (30) days to notify Adaptive of any material non-conformance of the Deliverables to the specifications and requirements set forth in the applicable Statement of Work.

B. Remedies. In the event of a breach of the limited warranty in Section 3(A) of this Exhibit, as Customer's sole and exclusive remedy, Adaptive will (i) with respect to the professional Services, re-perform the Services, and (ii) with respect to the deliverables, repair or replace the defective deliverables.

Exhibit 2
Software License Types

As may be more fully described in a Purchase Order, a Customer may receive one or more of the types of licenses to Software listed below:

Types of Licenses. The following describe the different types of licenses Customer may receive to Software and the restrictions related thereto:

- (i) Sign Server Software License: the Server Software used to support the tiered number of Access Licenses on the applicable Order.
- (ii) Portal Server Software License: the Server Software used to support a tiered number of Access Licenses on the applicable Order. Portal Server Software tiers are as shown on an Order.
- (iii) Access License- Large Screen: the right of a device (e.g., media player) to access the Sign Server or Portal Server Software to display Content on any Large screen identified on the applicable Order or may be transferred to another (replacement) Hardware; pricing for the Access License may be differentiated depending on the type of server accessed.
- (iv) Access License- Small Screen: the right of a device (e.g. media player) to access the Sign Server or Portal Server Software to display Content on any Small screen identified on the applicable Order or may be transferred to another (replacement) Hardware; pricing for the Access License may be differentiated depending on the type of server accessed.
- (v) End User Access License: the Software can be used by multiple and different individuals on their laptop or desktop PC to access the Sign Server or Portal Server subject to the maximum number of licenses authorized.
- (vi) Mobile Access License: the Software can be used by multiple and different individuals on their Mobile device (tablet, smartphone, other mobile devices) to access the Sign Server or Portal Server, subject to the maximum number of licenses authorized.

For purposes of the above licenses, Adaptive shall define "Large" and "Small" in reference to screen size in its current price list. Should Adaptive add additional license types, or a specific customer requirement result in the creation of a customized license, such licenses shall be as specified in an Order, Statement of Work, or a customer-specific amendment to this Agreement. Customer acknowledges that its rights under this Agreement with respect to Software are to object code or compiled code only and do not include any rights whatsoever to source code.

Exhibit 3
Software Support and Hardware Extended Warranty Plans

Adaptive offers two levels of Support: Adaptive Gold Support and Adaptive Platinum Support (each, a "Support Plan"). Each Support Plan chosen by Customer can apply to all Software included in a single system or installation if purchased. Customer must purchase and continuously keep in effect Software support. Hardware Extended Warranty Plans, with or without the Advance Shipping feature, described below, are also available for an additional charge. For purposes of this Exhibit only, the term "Products" does not include Adaptive Content.

1. SUPPORT SERVICES

A. Included Services. Provided that Customer complies with the terms of this Agreement, including but not limited to Section 1(B) below, Adaptive will provide the applicable Support availability, response times, and services as described herein for Customer's then-current Support Plan.

B. Customer's Responsibilities. Customer shall:

- (i) pay all Prices due under this Agreement and this Exhibit;
- (ii) pay any expenses incurred by Adaptive in acquiring access to the Products (including without limitation expenses due to any Customer procedure or security protocol);
- (iii) pay for any on-site Support at Adaptive's then-current rates and pay for expenses incurred by Adaptive to perform on-site Support (including expenses for travel, labor and lodging);
- (iv) pay Adaptive's then-current rates for any support and maintenance not covered by Customer's Support Plan;
- (v) grant Adaptive appropriate access to the Products being supported;
- (vi) comply with Adaptive's recommended or required implementations regarding any Upgrades and Updates;
- (vii) at its expense, uninstall, pack and ship any Hardware needing Support to the address provided in the Return Material Authorization or at "<http://www.adaptiveips.com/#!/returns/gxvqe>";
- (viii) install any replacement Hardware when received; and
- (ix) indicate the following in any request for Support: name, company, telephone number, description of the problem, whether the applicable Software is inoperative, and when Customer will be available to receive a return call from Adaptive.

Excluded Services. Adaptive is not obligated to provide any services beyond those offered in the applicable Support Plan. Adaptive only supports the then-current, generally available Software major release version, the immediately previous major release version, and all Update versions (including minor releases versions, patch or hot fix versions). Customer acknowledges and agrees that there is no warranty of backward compatibility.

2. FEES

A. Fees. Adaptive's current rates for the Support may be updated by Adaptive at any time. However, any rate change shall not affect an unexpired Order for Support until that Support term renews.

B. Non-refundable Support Fees. Customer acknowledges and agrees that Prices for Support ("Support Fees") are non-refundable, notwithstanding any expiration or termination of an Order or this Agreement.

C. Out-of-plan Charges. Any out-of-plan charges (including without limitation those incurred for after-hours Support, on-site Support, Training and Installation Services) will be invoiced by Adaptive after they are incurred. Customer acknowledges and agrees that such charges are non-refundable.

3. TERM AND RENEWAL

A. Initial Support Term; Renewal. If purchased by Customer, the initial term of the Support Plan shall commence upon date of Product shipment, and shall continue for one (1) year, or such other period of time as agreed in writing in advance by the Parties (the "Initial Support Term"). After the Initial Support Term, the Support Plan will automatically renew for additional one-year periods (each, "Renewal Support Term"), unless one Party provides the other Party with written notice prior to the expiration of the Initial Support Term or the then-current Renewal Support Term, as applicable, of its intent not to renew the Support Plan. The Initial Support Term and any Renewal Support Terms are collectively referred to as the "Support Term". Prior to the end of the Support Term, Adaptive will notify Customer of Adaptive's then-current Support rates.

B. Lapse in Support. If Support lapses, Customer will not receive Support for, nor Upgrades or Updates to, the Products, and Support will be provided at Adaptive's then current rates.

C. SUPPORT AVAILABILITY Adaptive Networks Contact Information and Hours for Customers in North America

SUPPORT DESK 1-888-382-7685 opt 2 Mon – Fri 7am-7pm (0700 – 1900) US Central Time

EMAIL (M-F, 7a-7p Central Time) support@Adaptivenetworks.com

HOURS:

Adaptive Gold Support:

Support is available from, Monday – Friday, 7A.M. – 7 P.M. US Central Time Zone excluding Adaptive holidays.

Adaptive Platinum Support:

Support is available 24 hours per day, 7 days a week, 365 days a year.

SALES 1-888-382-7685 opt 1

HARDWARE EXTENDED WARRANTY PLANS

Two Extended Warranty Plans which continue the repair or replacement benefit for non-conforming Hardware are available for purchase by Customer. Either type of plan must be purchased only at the time, and as part, of the original Hardware purchase for the full term of the applicable plan.

Hardware Extended Warranty Plan with the Advance Shipper feature: Priced at a percentage of the then current list price of all Hardware covered, as specified in the current price list, per year, Customer may select the Hardware Extended Warranty Plan with the Advance Shipper feature for the first three (3) years beginning with the original purchase of Adaptive Hardware Products, providing a total of three years' warranty coverage. If Customer has purchased this feature, and it notifies Adaptive that Hardware provided under this Agreement does not conform to the applicable warranty, and Adaptive has issued the appropriate return materials authorization: (i) Adaptive will ship, at Customer's expense, replacement Hardware to Customer; Customer may select and pay to receive the replacement Hardware the next business day after receipt of Customer's notice, or pay for and use standard shipping instead; and (ii) Customer will provide paid transport to return the defective Hardware to Adaptive's facilities once uninstalled by Customer. Adaptive Networks Smart Screens are not eligible for Advance Shipper Support.

Hardware Extended Warranty Plan (without Advance Shipping feature): In the alternative, Customer may select a Hardware Extended Warranty Plan as priced at a lower percentage of the current list price of all Hardware covered, as specified in the current price list per year, that does not include the Advance Shipper feature. If selected, this Plan begins upon expiration of and continues the one (1) year limited Hardware warranty described under Exhibit 1 for two additional years, providing a total of three years' warranty coverage. With either Extended Warranty plan:

- Third Party Hardware is excluded from the Extended Warranty plans;
- The terms of Section 1 of Exhibit 1, Warranties shall apply to any Extended Warranty plan, except as expressly excluded or changed by this provision;
- For both plans, Customer will be responsible for removal and reinstallation of the Hardware and any associated costs and for shipping costs each way for the type of delivery desired (overnight or standard shipping);
- Adaptive may elect, at its sole option, to use functionally equivalent re-conditioned, refurbished or new units or parts of any units as replacement units;
- Adaptive may substitute a functionally equivalent model if the Customer's model of Hardware is no longer commercially available; and
- Adaptive retains the right to impose an NTF or equivalent fee for returned Hardware where Adaptive finds no non-conformity to the warranty.

Exhibit 4 End of Life Terms

End of Life Products and Support. Customer acknowledges and agrees that Adaptive has the right, in its sole discretion, at any time, to determine any Hardware or Software, or any component thereof, is at the end of its useful life (each an "EOL Product") and that Support for any EOL Product is in the end of its useful life (the "EOL Support"). For any EOL Product, Adaptive will issue Customer an end of life written notice (the "EOL Notice") no less than six (6) months prior to the date the EOL Product is at the end of its useful life (the "EOL Date"). The EOL Notice will set forth the EOL Date. Adaptive will continue EOL

Support for the EOL Products until the EOL Date so long as Customer is current on its applicable Support Fees for the EOL Support. Adaptive will prorate any Support Fees due under the applicable Support Term to the EOL Date. Customer further acknowledges and agrees that the following warranties will not apply to the EOL Product(s) and EOL Support, as applicable, past the EOL Date: (1) the limited warranties set forth in Sections 1 and 2 of Exhibit 1, and (2) the Hardware Extended Warranty Plans set forth in Exhibit 3. Adaptive reserves the right, in its sole discretion, to satisfy any EOL Support requirement by replacing the discontinued EOL Product with substantially equivalent Hardware or Software, as applicable.

End of Life Software Version. Customer acknowledges and agrees that Adaptive has the right, in its sole discretion, at any time, to determine any Software version is at the end of its useful life (each an "EOL Software Version") and that Support for any EOL Software Version is in the end of its useful life (the "EOL Version Support"). For any EOL Software Version, Adaptive will issue Customer an end of life written notice (the "EOL Version Notice") no less than six (6) months prior to the date the EOL Software Version is at the end of its useful life (the "EOL Date for Software Version"). Prior to the EOL Date for Software Version, Customer will make reasonable commercial efforts to provide Customer the opportunity to move to a supported Software version. The EOL Version Notice will set forth the EOL Date for Software Version. Adaptive will continue EOL Version Support for the EOL Software Version until the EOL Date for Software Version so long as Customer is current on its applicable Support Fees for the EOL Version Support. Adaptive will prorate any Support Fees due under the applicable Support Term to the EOL Date for Software Version. Customer further acknowledges and agrees that the following warranties will not apply to the EOL Software Version and EOL Version Support, as applicable, past the EOL Date for the Software Version: (1) the limited warranties set forth in Section 2 of Exhibit 1.