Early Adoption Program Terms and Conditions

These Early Adoption Program Terms and Conditions govern the use of the Application (defined below) and are an agreement between the Early Adopter identified on the Early Adoption Program Order Form and LightBox Parent, L.P. ("Company") for the use of the Application (defined below) These Early Adoption Program Terms and Conditions are part of the Early Adoption Program Order Form and are incorporated into the Early Adoption Program Order Form as if fully set forth therein. These Early Adoption Program Terms and Conditions together with the Early Adoption Program Order Form form a binding agreement (this "Agreement") between Early Adopter and Company.

1. Early Adoption Program License Grant. Early Adopter is an existing client of LightBox or one of its affiliates for certain of services or products of LightBox or such affiliate (the "Services"). During the EAP Period (defined below) and subject to the terms and conditions of this Agreement, Company hereby grants a limited, non-exclusive, non-assignable and non-transferable right and license ("License") to Early Adopter to use Company's LightBox MCP ("Application") set forth on the Early Adoption Program Order Form solely in connection with the use of the Services ("Permitted Use"). However, Early Adopter acknowledges that the Application is in a pre-release version and may contain bugs or errors and agrees to use the Application at its own risk for any commercial activities. Early Adopter shall be responsible for obtaining, installing and maintaining the equipment necessary to use and evaluate the Application. The License rights granted hereunder are intended to be construed narrowly and all rights not expressly granted herein are reserved to Company.

2. Feedback. Early Adopter shall provide Company with comments, feedback, suggestions or ideas about the Application, including without limitation about how to improve the Application ("Feedback"), Company and its affiliates may use the Feedback without obligation to Early Adopter, and Early Adopter hereby irrevocably assigns to Company and its affiliates all right, title, and interest in such Feedback, including without limitation all intellectual property rights therein. Company may request quotes or feedback from Early Adopter regarding the Application to be used by Company in promotional materials with Early Adopter's consent).

3. DISCLAIMERS; LIMITATIONS ON LIABILITY. THE APPLICATION IS PROVIDED AND LICENSED "AS IS," "AS AVAILABLE" AND COMPANY AND ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS DISCLAIM ALL WARRANTIES, OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE APPLICATION, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, MISAPPROPRIATION, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF THE APPLICATION, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES. NEITHER COMPANY NOR ANY OF ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS REPRESENTS OR WARRANTS THAT THE APPLICATION IS COMPLETE OR FREE FROM ERROR. COMPANY, ITS SUBSIDIARIES, AFFILIATES AND THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM AND DO NOT ASSUME ANY LIABILITY TO ANY PERSON OR ENTITY FOR LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN THE APPLICATION, REGARDLESS OF WHETHER SUCH ERRORS OR OMISSIONS RESULT FROM NEGLIGENCE, ACCIDENT OR OTHER CAUSE.

IN NO EVENT SHALL COMPANY OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS BE LIABLE TO EARLY ADOPTER OR ANY OTHER PARTY FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE APPLICATION, EVEN IF COMPANY OR ITS SUBSIDIARIES, AFFILIATES OR THIRD PARTY SUPPLIERS HAVE PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term of EAP License. The term of the License shall begin on the date of last signature of the Early Adoption Program Order Form and shall end ninety (90) days thereafter ("EAP Period"). Company reserves the right to (i) extend the License beyond the EAP Period or (ii) terminate this Agreement and Early Adopter's License and access to the Application at any time, with or without cause, upon written notice. Early Adopter may terminate

this Agreement at any time by providing written notice to Company. If Early Adopter terminates this Agreement, the License shall terminate and Early Adopter must cease using the Application. The following Sections of this Agreement shall survive the termination or expiration of the EAP Period: 3 - 10.

5. Restrictions. Early Adopter may not copy or otherwise reproduce any part of the Application, except to the extent necessary for Early Adopter to adequately make use of the License in accordance with the rights granted in Section 1 solely for the Permitted Use. Early Adopter will not permit any other Person to access or copy any portion of the Application for any purpose whatsoever. For purposes of this Agreement, "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency, or political subdivision thereof, or any other entity.

6. Security. Early Adopter will implement and maintain security measures with respect to the Application that effectively restrict access to the Application only to users within its organization with a need to know such Application for the Permitted Use, and protect the Application from unauthorized use, alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those Early Adopter employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, Early Adopter shall notify Company within 24 hours.

7. Copyrights and Other Proprietary Rights. The Application is proprietary to Company, its subsidiaries, affiliates or third party suppliers and may include copyrighted works, trade secrets, or other materials created by Company, its subsidiaries, affiliates or third party suppliers at great effort and expense. Early Adopter will not contest the validity or Company's (or its subsidiaries', affiliates' or third party suppliers') ownership of, or impair the value of the Application in any way. Early Adopter shall not remove any copyright or other proprietary notices from the Application.

8. Confidentiality. Early Adopter agrees to keep all information regarding the Application, including its features, design, performance, and related materials, confidential. Early Adopter shall not disclose such information to any third party without the prior written consent of Company**.** Early Adopter agrees that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the Application, or copies of any portions thereof, will (i) substantially diminish the value the intellectual property in the Application and (ii) render Company's remedy at law for such unauthorized use, disclosure, or transfer inadequate. Early Adopter agrees that money damages would not alone be a sufficient remedy for any breach or threatened breach of this Agreement by Early Adopter, and that in addition to all other remedies, Company shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Early Adopter agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

9. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Early Adopter agrees that the exclusive venue and jurisdiction for any controversy, dispute or claim arising out of or relating to this Agreement shall be the federal and state courts located in the State of Delaware. Early Adopter submits to the exclusive venue and jurisdiction of such courts, agrees that it will not bring any suit or judicial proceeding in any forum other than such courts, and agrees not to assert any objection that it may have to the venue or jurisdiction of such courts. In the event Company employs attorneys to enforce any right arising out of or relating to this Agreement, Early Adopter shall reimburse Company its reasonable attorneys' fees and costs.

10. Miscellaneous. Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from this Agreement to the extent necessary to comply with law. The relationship between Early Adopter and Company is solely contractual and not in the nature of an employer/employee, partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other. This Agreement constitutes the sole and entire agreement between Early Adopter and Company regarding the subject matter herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the subject matter

herein. This Agreement may not be altered, amended or modified except by a written amendment signed by Company and Early Adopter. No waiver of any condition, term or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of such condition, term or provision or of any condition, term or provision hereof.

[END OF AGREEMENT]