

## XMPie® uStore Themes License Agreement

Effective Date: August 1, 2020

This XMPie Software License Agreement (this “**Agreement**”) is entered into between XMPie Inc., a Delaware corporation, and its direct and indirect Affiliates (“**XMPie**”) and the Licensee identified on the signature page below (“**Licensee**”), as of the date Licensee sign this Agreement and/or the Order Form, when Licensee clicks the “Accept” button, or when the Licensee installs the Software, whichever is earlier (the “**Effective Date**”).

This Agreement governs the terms of Licensee’s use of the XMPie video service (“**XVS**”).

### 1. Definitions.

- 1.1. “**Affiliate**” means an entity which controls, is controlled by, or is under common control with XMPie Inc., and “control” means ownership or control of more than 50% of the voting rights of an entity.
- 1.2. “**Data Source**” means the data source that is used for creating personalized content. It may be in a database form or some other simpler format form. A Data Source may be on an on-premises server or on a remote (cloud) server. It is not related to databases that are used internally for the operation of the XMPie software. A Data Source includes, but is not limited to:
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  - (ii) Assets (such as images or other content elements), whether provided as separate files or within a special database or a special system for managing assets;
  - (iii) System print outputs, such as proof sets or .pdf files.
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- 1.8. “**Services**” means the services provided by XMPie to Licensee, whether via Software as a Service or otherwise. Services may be hosted by XMPie or by third party cloud providers. “Services” include hosting services, software services, and other services.
- 1.9. “**Software**” means the XMPie uStore Theme software products or other XMPie software products and XMPie services set forth on the purchase order or other order document, the corresponding Documentation, associated media, printed materials and online electronic Documentation.

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  - 5.1. XMPie warrants only to Licensee that the Software will perform substantially in accordance with the Documentation for the ninety (90) day period following receipt of the Software when used on the recommended operating system, network topology, and hardware configuration and with recommended software installation and configuration. Non-substantial variations of performance from the Documentation does not establish a warranty right. Licensee's exclusive remedy and XMPie's entire liability under this limited warranty shall be, at XMPie's options, to repair or replace the media or any part thereof.
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- 14.3. Licensee may not assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations herein without the consent of XMPie.
- 14.4. Modifications to the Agreement. XMPie may modify this Agreement at any time by posting a revised version on the XMPie website or by otherwise notifying you in accordance with the notices provision of this Agreement; provided, however, that we will provide at least 90 days' advance notice of adverse changes to this Agreement. The modified Agreement will become effective upon posting or on last day of such 90-day notice period, if applicable, or, if we notify you by email, as stated in the email message. By continuing to use the XMPie Service or Software after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the XMPie website regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

AGREED:

XMPie Inc.

Licensee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_