OPENTIMELINE I/O END USER LICENSE AGREEMENT For Internal Evaluation Purposes

If you have entered into a separate end user license agreement (or other similar agreement) for evaluation of Pixar's OpenTimeline I/O software and related materials ("Pixar Software"), then that end user license agreement (or other similar agreement) shall govern your access to and usage of the Pixar Software. Otherwise, this OpenTimeline I/O End User License Agreement (the "Agreement") governs your access to and usage of the Pixar Software. You ("End User" or "you") agree as follows:

- 1. **License Grant**. Pixar grants End User a limited, revocable, nonexclusive, non-transferable license to use the Pixar Software solely for internal non-commercial testing and evaluation at End User's site(s), which shall each be a permanent physical location(s). End User is not authorized to grant sublicenses to use the Pixar Software nor to permit third parties to use the Pixar Software on a time-sharing or any other basis. End User may only use the Pixar Software for authorized uses and may not use or offer the Pixar Software as a service bureau, cloud service provider, subcontractor or otherwise. End User may not reproduce the Pixar Software or transfer, sell, rent, lease, loan, sublicense or distribute copies of the Pixar Software to others.
- 2. **No Other Rights**. The Pixar Software is copyrighted by Pixar and is proprietary to Pixar, which retains ownership of the Pixar Software. The license granted above is not a sale of the Pixar Software or documentation, and except as stated above, this Agreement does not give End User any rights to patents, copyrights, trade secrets, trademarks or any other rights or license with respect to the Pixar Software and documentation. End User agrees to hold the Pixar Software and documentation in confidence and to take reasonable steps to prevent unauthorized copying or disclosure.

END USER'S RIGHTS UNDER THIS LICENSE WILL TERMINATE AUTOMATICALLY WITHOUT NOTICE FROM PIXAR IF END USER FAILS TO COMPLY WITH ANY TERM(S) OF THIS LICENSE.

- 3. **No Modifications or Reverse Compilation**. END USER MAY NOT MODIFY, TRANSLATE, DISASSEMBLE, REVERSE ENGINEER, DECOMPILE OR CREATE DERIVATIVE WORKS BASED ON THE PIXAR SOFTWARE OR DOCUMENTATION OR ANY COPY WITHOUT PIXAR'S WRITTEN AUTHORIZATION.
- 4. **Disclaimer of Warranty on Pixar Software**. End User expressly acknowledges and agrees that use of the Pixar Software is at End User's sole risk. The Pixar Software is provided "AS IS" and without warranty of any kind. PIXAR EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. PIXAR DOES NOT WARRANT THAT THE PIXAR SOFTWARE IS ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. PIXAR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PIXAR SOFTWARE WILL MEET END USER'S REQUIREMENTS, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, PIXAR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE THAT MAY BE OBTAINED WITH THE PIXAR SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.
- 5. **Indemnification.** End User hereby agrees to indemnify, defend, and hold Pixar and its affiliates and their officers, directors, owners, shareholders, employees, agents, information providers, licensors, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any third party claim arising out of any breach by End User of this Agreement or End User's unauthorized use of the Pixar Software. End User shall use its best reasonable efforts to cooperate with Pixar in the defense of any such claim. Pixar reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by End User.
- 6. Limit of Liability. IN NO EVENT SHALL PIXAR OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY OR LICENSING OF THE PIXAR SOFTWARE BE LIABLE TO END USER FOR

ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF THE PIXAR SOFTWARE, EVEN IF PIXAR OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, OR LICENSING OF THE PIXAR SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PIXAR'S OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, OR LICENSING OF THE PIXAR SOFTWARE'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT [INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE], OR OTHERWISE) ARISING UNDER THIS AGREEMENT OR OUT OF THE USE OR INABILITY TO USE THE PIXAR SOFTWARE EXCEED THE GREATER OF THE AMOUNT PAID BY END USER TO PIXAR, IF ANY, FOR USING THE PIXAR SOFTWARE OR FIFTY DOLLARS (\$50). THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

- 7. **Government End Users**. If the Pixar Software is acquired directly or indirectly on behalf of a unit or agency of the United States Government, this provision applies. For civilian agencies: The Pixar Software was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations ("FAR") and its successors; and is unpublished and all rights are reserved under the copyright laws of the United States. For units of the Department of Defense ("DoD"): The Pixar Software is licensed only with "Restricted Rights" as that term is defined in the DoD Supplement to the FAR, clause 52.227-7013(c)(1)(ii), Rights in Technical Data and Computer Software and is successors, and use, duplication or disclosure is subject to the restrictions set forth therein. Pixar, 1200 Park Avenue, Emeryville, CA 94608.
- 8. **Effect of State Laws**. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. You may also have other rights which vary from state to state.
- 9. **Choice of Law and Severability**. The Agreement will be governed by the internal substantive laws of the State of California, without reference to conflicts of laws provisions. If for any reason a court of competent jurisdiction finds any provision, or portion thereof to be unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 10. **Term**. This Agreement shall expire after a period of one (1) year from September 1, 2016. End User may additionally terminate the Agreement and the license granted at any time by destroying the Pixar Software and documentation and all copies. Pixar further has the right to terminate this Agreement and the license granted at any time upon notification to End User.
- 11. **Export Control**. End User agrees to not use or otherwise export or reexport the Pixar Software or documentation, in whole or in part, in violation of the laws of the United States or those of any other relevant jurisdiction, including but not limited to, the laws of the jurisdiction in which the Pixar Software was obtained.
- 12. Survival. Sections 2-6, 8, 9, 12, 14, 15, and 16 shall survive termination or expiration of this Agreement.
- 13. **Relationship of Parties**. The parties hereunder are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between End User and Pixar. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- 14. **Assignment**. End User may not assign End User's rights or delegate End User's duties under this Agreement either in whole or in part, whether by merger, reorganization, sale of stock or assets, operation of law, or otherwise, without the prior written consent of Pixar. Any attempted assignment or delegation without such consent will be void. Pixar may assign its rights and obligations hereunder without restriction.
- 15. **No Publicity.** Nothing in this Agreement grants End User permission to use the trade names, trademarks, service marks, brands, or product names of Pixar or its affiliates.

- 16. **Feedback.** End User may provide feedback to Pixar concerning the functionality, enhancements and changes to the Pixar Software from time to time, including, without limitation, identifying errors and potential improvements (the "Feedback"). End User hereby grants to Pixar a worldwide, royalty-free, transferable, irrevocable and perpetual license, with the right to sublicense, to use, modify, display, distribute, and otherwise exploit such Feedback without restriction, including, without limitation, utilizing and displaying such Feedback in connection with the Pixar Software.
- 17. Integration. END USER ACKNOWLEDGES AND AGREES THAT END USER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND THAT IT IS THE ENTIRE AGREEMENT BETWEEN PIXAR AND END USER WHICH SUPERSEDES ANY PRIOR AGREEMENT, WHETHER WRITTEN OR ORAL, AND ANY OTHER COMMUNICATIONS BETWEEN PIXAR AND END USER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, AND THAT ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF ANY PIXAR SUPPLIERS WHOSE RIGHTS ARE LICENSED UNDER THIS AGREEMENT. This Agreement may be modified only by a written document signed by Pixar.