

END USER LICENSE AGREEMENT

IMPORTANT

This End User License Agreement (“Agreement”) is a legally binding contract between You (as defined below) and Reconciliation Associates, Inc., dba 2Restored, (“2Restored”) which sets forth the terms and conditions of your access to and use of the COPYRIGHTED MATERIAL (as defined below).

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE DOWNLOADING, INSTALLING, COPYING, CONFIGURING, OR OTHERWISE ACCESSING OR USING THE COPYRIGHTED MATERIAL (AS DEFINED BELOW). BY DOWNLOADING, INSTALLING, COPYING, CONFIGURING OR OTHERWISE ACCESSING OR USING THE COPYRIGHTED MATERIAL OR BY CLICKING ON THE “ACCEPT” BUTTON, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOUR USE OF THE COPYRIGHTED MATERIAL IS EXPRESSLY CONDITIONED UPON YOUR AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEREFORE, IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT: (I) CLICK ON THE “ACCEPT” BUTTON; OR (II) DOWNLOAD, INSTALL, COPY, CONFIGURE OR OTHERWISE MAKE USE OF THE COPYRIGHTED MATERIAL.

Definitions. The following capitalized words, in addition to the words and phrases defined elsewhere in this Agreement, shall have the indicated meanings:

- a) “2RESTORED” is a Minnesota, not-for-profit corporation, and owner of the intellectual property rights in and for the COPYRIGHTED MATERIAL.
- b) “Authorized Device” means a desktop computer, laptop computer, smart phone, tablet or other personal computer device owned, leased or otherwise controlled by You and to which you download, install or configure the COPYRIGHTED MATERIAL and from which You access the 2Restored Platform (as defined below).
- c) “2Restored Platform” means any website or streaming service owned or operated by 2Restored through which 2Restored is able to present original works, intellectual and creative property.
- d) “Confidential Information” means any information relating to or disclosed to You in connection with this Agreement that is specifically identified by 2RESTORED as “confidential” or “proprietary” or which, given the circumstances of disclosure, You should reasonably understand to be confidential. The following categories of information shall be deemed Confidential Information without any need for specific designation as such by 2RESTORED: the COPYRIGHTED MATERIAL, technical processes, formulas, codes, product designs, sales, costs, pricing and other unpublished financial information, product and business plans, projections and marketing data. Notwithstanding anything in the foregoing to the contrary, the term “Confidential Information” shall not include information: (a) already known to You and not subject to any other known obligation of confidentiality; (b) independently

developed by You without access to any portion of the Confidential Information; (c) which is or becomes generally available to the public other than through an unauthorized disclosure by You; (d) which becomes available to You on a non-confidential basis from a source other than 2RESTORED, provided that such source is not bound by a contractual, legal or fiduciary obligation of confidentiality to 2RESTORED or any other party with respect to such information; or (e) is required to be disclosed by law.

- e) "COPYRIGHTED MATERIAL" means the downloaded, streamed, or purchased materials, including any software, or program (or any complete or partial copies thereof) provided either directly or indirectly to You and which provide You with access to and use of the 2RESTORED Platform. COPYRIGHTED MATERIAL also includes any and all updates, modifications, or enhancements that are made available to You at any time during your access to our use of the 2Restored Platform.
- f) "You" means the individual who is provided access to and use of the COPYRIGHTED MATERIAL and the 2Restored Platform pursuant to the terms and conditions of this Agreement.

Grant of License. The COPYRIGHTED MATERIAL is copyrighted and is not sold to You but instead, and subject to Your continuing compliance with the terms and conditions of this Agreement, including but not limited to the timely payment of all licensing fees, 2RESTORED grants You a personal, limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, revocable, license and right, during the Term (as defined below), to use the COPYRIGHTED MATERIAL exclusively so that You may have access to and use of the 2Restored Platform so that You may download purchased materials and stream videos or view other video content created by 2Restored ("Permitted Use"). Except for the Permitted Use, and the rights specifically granted to You under this Agreement, 2RESTORED does not grant You any right, title, ownership or interest of any type of kind in and/or to the COPYRIGHTED MATERIAL or the 2Restored Platform.

Scope of Use. The license granted hereunder is conditioned on the following limitations and restrictions on use of the COPYRIGHTED MATERIAL and any use of the COPYRIGHTED MATERIAL in violation of such limitations and/or restrictions, or any of the other terms and conditions of this Agreement, is a breach of this Agreement and shall result in the immediate termination of Your license and rights to use the COPYRIGHTED MATERIAL or otherwise gain access to the 2Restored Platform.

- a) You agree to limit the use of the COPYRIGHTED MATERIAL to the Permitted Use and that Your use of the COPYRIGHTED MATERIAL shall be strictly limited to Authorized Devices and that the COPYRIGHTED MATERIAL may only be used by one Authorized Device at any one time.
- b) You agree that in no event will You, either directly or indirectly; (i) remove any proprietary notices from the COPYRIGHTED MATERIAL; or (ii) modify or create derivative works of the COPYRIGHTED MATERIAL.
- c) You agree to use your best efforts to prevent and protect the COPYRIGHTED MATERIAL from unauthorized disclosure or use.

- d) You agree that as between You and 2RESTORED, except as specifically set forth in this Agreement with respect to the license, 2RESTORED owns all intellectual property rights in and to the COPYRIGHTED MATERIAL and all copyrights, trademarks, service marks, designs and all other logos related to the COPYRIGHTED MATERIAL and the 2Restored Platform (“Intellectual Property”). The intellectual property rights of 2RESTORED described above, and all other intellectual property of 2RESTORED, are and shall remain the sole property of 2RESTORED, as owner, and this Agreement shall not grant to You any right of ownership therein. Therefore, You further agree not to take any action that is inconsistent with 2RESTORED’ ownership of the COPYRIGHTED MATERIAL, the 2Restored Platform or Intellectual Property related thereto.
- e) You will not sell, assign, sublicense, lease, rent, lend or otherwise transfer the license to, or the rights in, the COPYRIGHTED MATERIAL as granted to You pursuant to the terms and conditions of this Agreement.
- f) You will not access or use the COPYRIGHTED MATERIAL for any competitive purposes (e.g., to gain competitive intelligence, to design or build a competitive product or service, or a product providing features, functions or graphics similar to those used or provided by 2RESTORED; to copy any features, functions or graphics; or to monitor availability, performance or functionality for competitive purposes.).

Term; Termination. This Agreement shall become effective as of the earlier of: (i) the date that You accept the terms and conditions of the Agreement; or (ii) date You first download, install, copy, configure, access or use the COPYRIGHTED MATERIAL (even if you have not expressly accepted the Agreement) and shall remain in full force and effect until the expiration or earlier termination of this Agreement as provided for herein (“Term”). Without prejudice to 2RESTORED’ rights to recover any additional relief, damages, or compensation as permitted under this Agreement, at law or in equity, this Agreement may be terminated prior to the expiration of the Term as follows:

- a) By either 2RESTORED or You by providing the other party with written notice of the termination of this Agreement (“Term”).
- b) If You breach or fail to comply with the terms and conditions of this Agreement, including but not limited to any of the limitations or restrictions regarding the use of the COPYRIGHTED MATERIAL.

Upon the expiration or earlier termination of this Agreement for any reason, all licenses granted herein shall immediately terminate; You shall discontinue all use of the COPYRIGHTED MATERIAL, the 2Restored Platform and Intellectual Property; and provide written confirmation to 2RESTORED of such discontinuance.

Third-Party Licenses. As provided for herein, 2RESTORED grants You a license to use the COPYRIGHTED MATERIAL on your Authorized Devices on the terms and conditions stated in this Agreement. 2RESTORED does not, however, provide You with any third-party licenses. You agree that You will not use the COPYRIGHTED MATERIAL in any way that conflicts with or is otherwise in violation of the terms and conditions of any licensing agreements between You and any third-parties.

Indemnification. At Your sole cost and expense, You agree to indemnify, defend and hold harmless 2RESTORED, its subsidiaries, affiliates, and their respective shareholders, members, officers, directors, employees and agents (the “Indemnified Party”) from and against any loss, cost, damage, liability, demand, cause of action, judgement and expense

(including reasonable attorneys' fees and litigation costs and expenses) asserted against, resulting to, imposed on, or incurred by the Indemnified Party, directly or indirectly, by a third-party arising from Your breach of this Agreement, provided that the Indemnified Party shall give timely notice to You of any such claim, demand or other cause of action for which indemnification will be sought.

No Warranty. THE COPYRIGHTED MATERIAL IS PROVIDED TO YOU BY 2RESTORED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF 2RESTORED KNOWS OR SHOULD HAVE KNOWN OF SUCH PURPOSE), QUIET ENJOYMENT OR NON-INFRINGEMENT. 2RESTORED MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND AS TO ANY SOFTWARE'S PERFORMANCE OR THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR THAT ANY SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD-PARTY SOFTWARE OR HARDWARE.

Limitation of Liability. IN NO EVENT WILL 2RESTORED BE LIABLE TO YOU, YOUR HEIRS, EXECUTORS, ADMINISTRATORS, AND/OR ASSIGNS FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT/TORT OR OTHER LEGAL THEORY) OF ANY TYPE OR KIND, ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR TO YOUR USE OF THE COPYRIGHTED MATERIAL, EVEN IF 2RESTORED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 2RESTORED' SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID BY YOU FOR THE COPYRIGHTED MATERIAL IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDIES OTHERWISE AVAILABLE TO YOU. IN ANY CASE, 2RESTORED SHALL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

Certain Limitations. Some jurisdictions do not allow the exclusion of or limitation of certain warranties, liabilities and damages and therefore, to the extent that the above exclusions and/or limitations do not apply to You, such exclusions and/or limitations shall be enforced to the greatest extent allow under applicable law.

Intellectual Property Indemnity. 2RESTORED represents and warrants to You that the COPYRIGHTED MATERIAL does not and will not infringe upon any intellectual property rights of any third-party. As Your sole remedy with respect to the foregoing warranty, upon Your receipt of any notice of infringement from a third-party, You shall have fourteen (14) calendar days to notify 2RESTORED of non-compliance with the foregoing warranty and, upon receipt of such notice, 2RESTORED shall: (i) procure for You, or on your behalf, the right to continue using such COPYRIGHTED MATERIAL or component thereof; (ii) replace or modify the COPYRIGHTED MATERIAL so that it becomes non-infringing without materially reducing the functionality thereof; or, if the remedies in clauses (i) and (ii) are not available after using commercially reasonable efforts, (iii) terminate Your right to use the COPYRIGHTED MATERIAL and give You a refund of the lesser of: (i) the fees paid by You for the COPYRIGHTED MATERIAL in the twelve (12) months immediately preceding the date of the event giving rise to the claim of infringement; and (ii) One Hundred Dollars (\$100). Licensor shall have no liability for, and shall not indemnify you against, any infringement claim resulting from: (i) modification of any COPYRIGHTED MATERIAL; (ii) combination of any COPYRIGHTED MATERIAL with hardware, software or other intellectual property provided by anyone other than Licensor; (iii) use of a superseded or altered release of some or all of the

COPYRIGHTED MATERIAL or any modification thereof furnished under this EULA including, but not limited to, your failure to use corrections, fixes, or enhancements made available by Licensor; or (iv) use of any COPYRIGHTED MATERIAL in any manner not expressly contemplated hereunder.

Audit Rights. During the Term and for two (2) years after termination or earlier expiration of this Agreement, 2RESTORED, or its designee, may provide You with written notice and, within a reasonable time thereafter, during normal business hours, audit the Authorized Devices, in order to determine Your compliance with this Agreement. 2RESTORED'S audit rights shall in no way limit or otherwise waive any other rights and remedies 2RESTORED may have against You for Your breach of this Agreement.

Consent to Use of Data. You agree that 2RESTORED and/or its designees may employ methodologies and/or applications that allow it to collect personally identifiable information and collect and use statistics on your use of the COPYRIGHTED MATERIAL and information You provide, which information may include but not limited to (i) internet protocol addresses; (ii) hardware identification; (iii) operating system; and (iv) application software. You further agree to allow 2RESTORED and/or its designees to use this information for research or other activities as determined necessary in 2RESTORED' sole and absolute discretion but only as long as the information is in a form that does not personally identify You except as may be required for 2RESTORED and/or its designees to comply with applicable laws or regulations.

Use Reporting. 2RESTORED reserves the right, and You authorize 2RESTORED to gather data on key usage items, Authorized Device IP addresses or other applicable device identifiers, domain counts and other information deemed relevant by 2RESTORED so that 2RESTORED may determine that Your use of the COPYRIGHTED MATERIAL and access to the 2Restored Platform is in compliance with the terms and conditions of this Agreement. You further agree not to block, restrict or otherwise limit 2RESTORED' access or the transmission of data that is necessary and/or required for 2RESTORED to confirm Your compliance with the terms and conditions of this Agreement. Any such blocking, restrictions or limitations shall be a breach of this Agreement and will result in the immediate termination of Your license as otherwise provided for herein.

Injunctive Relief. You acknowledge and agree that Your breach or threatened breach of this Agreement would cause irreparable damage to 2RESTORED for which recovery of money damages would be inadequate and that 2RESTORED therefore, may seek injunctive relief in order to protect its rights under this Agreement and that exercise of such rights to injunctive relief shall be without prejudice to any other rights or remedies that 2RESTORED may have, whether at law or in equity.

Support. 2RESTORED is not obligated by this Agreement to provide You with any technical support services relating to your use of the COPYRIGHTED MATERIAL or access to the 2Restored Platform.

Confidentiality Obligations. You shall use Your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the Term and for a period which is the greater of; (i) Five (5) years after the expiration or earlier termination of this Agreement; and (ii) so long as the Confidential Information remains a Trade Secret under Minnesota law. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third-party without 2RESTORED' prior written consent. You shall notify 2RESTORED in writing within five (5) calendar days of Your discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement and will cooperate as reasonably requested

by 2RESTORED to regain possession or control of the Confidential Information and/or prevent any further unauthorized use thereof. Notwithstanding anything in this Agreement to the contrary, You may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that You shall first promptly notify 2RESTORED in writing of such demand for disclosure so that 2RESTORED, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. You agree not oppose and shall cooperate with efforts by 2RESTORED with respect to any such request for a protective order or other relief.

Force Majeure. 2RESTORED shall not be in default of this Agreement if its failure or delay in performance under this Agreement is caused or otherwise the result of an act of God, fire, flood, severe weather conditions, material shortage or limitation or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond 2RESTORED' reasonable control.

Export Controls. You may not use, export, re-export, import, sell or transfer the COPYRIGHTED MATERIAL except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, the COPYRIGHTED MATERIAL may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the COPYRIGHTED MATERIAL, You represent and warrant that You are not located in any such country or on any such list.

Notice to United States Government End Users. If You are a branch or agency of the United States Government, or are acquiring the COPYRIGHTED MATERIAL (or any portion thereof) on behalf of any branch or agency of the United States Government, then the following provision applies. Any Software is comprised of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R.227.7202-1and227.7202-3.

Governing Law. This Agreement shall be deemed to be made in Minnesota and shall for all purposes be construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of laws principles. 2RESTORED and You consent that jurisdiction and venue for all legal proceedings relating to the subject matter of this Agreement shall be maintained exclusively in federal or state courts located in Hennepin County, Minnesota.

Severability. If a court of competent jurisdiction finds that any provision or provisions of this Agreement are invalid, illegal unenforceable or in conflict with the law of any jurisdiction, such provision or provisions may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of the State of Minnesota and, in any event, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Waiver. No failure or delay on the part of 2RESTORED in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power by 2RESTORED preclude any other or further exercise of any right or power under this Agreement.

Assignment. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by You, whether in whole or in part, directly or indirectly or by operation of law or otherwise, without the prior written consent of 2RESTORED.

Entire Agreement. This Agreement contains the entire understanding between You and 2RESTORED and supersedes all previous oral or written agreements that may have existed between 2RESTORED and You prior to the date of Your acceptance of this Agreement.

Survival of Certain Provisions. All provisions reasonably intended by their own terms to do so shall survive any expiration or earlier termination of this Agreement.

Authorization. By accepting this Agreement, You represent and warrant that You are authorized to sign this Agreement for the party indicated.