

SCOUT LICENSE TERMS AND CONDITIONS

SCOUT AND LICENSEE AGREE THAT THESE SCOUT LICENSE TERMS AND CONDITIONS (“**TERMS**”) SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES AS TO ANY SCOUT PRODUCTS OR SERVICES PROVIDED OR TO BE PROVIDED TO LICENSEE AS SET FORTH IN A DOCUMENT INCORPORATING THESE TERMS (AN “**ORDERING DOCUMENT**”). AS TO ANY PARTICULAR ORDERING DOCUMENT, THE ORDERING DOCUMENT, THE SERVICES DEFINITIONS AND SERVICE-SPECIFIC TERMS AND CONDITIONS, AND THESE TERMS TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE “**AGREEMENT**.” IN THE EVENT OF ANY CONFLICT BETWEEN THE ORDERING DOCUMENT AND THESE TERMS, THESE TERMS SHALL PREVAIL UNLESS THE ORDERING DOCUMENT EXPRESSLY PROVIDES THAT IT IS MODIFYING THESE TERMS WITH RESPECT TO SUCH AGREEMENT.

Licensee and Scout agree as follows:

“**Scout**” means Scout Technologies Inc., a Delaware Corporation.

“**Licensee**” means the party to whom Scout is to provide products or services pursuant to the Ordering Document (whether identified as “licensee”, “customer”, “client” or similar designation in the Ordering Document). If “Licensee” includes more than one legal person, the obligations imposed upon each shall be joint and several. The act of, notice from or to, or signature of any one or more of the persons included within “Licensee” shall be binding on all such persons with respect to all rights and obligations under this Agreement, including but not limited to any renewal, extension, termination, or modification of this Agreement.

“**Licensed Materials Contact**” means a record regarding a natural person, consisting of at a minimum such person’s name and company affiliation, viewable in Scout’s database and made available to Licensee as part of any of the Services.

1. SUBSCRIBED SERVICES, GRANT OF LICENSE

1.1 Scout, directly or through an affiliate, agrees to provide to Licensee the products and/or services set forth in the Ordering Document (the “**Services**”). The Services may include information (the “**Licensed Materials**”), access to and/or use of software or other technology (the “**Scout Technology**”), or other services including premium support. Specific Services may be defined by and are subject to the Services Definitions and Service-Specific Terms and Conditions included with the Ordering Document. Scout will make the Services available to the Licensee via password-protected online access accessible by Licensee with email address(es) and passwords, which may also be through a third party authentication service (including but not limited to Google, Facebook, Apple ID, or any other third party provider) via an application programmer interface (“**API**”), or as otherwise mutually agreed by the parties. Subject to these Terms, Scout grants to Licensee a non-exclusive, non-transferrable license to access and use the Services in accordance with this Agreement and during the Term of this Agreement.

1.2 The Services will be provided as they exist and are updated and amended throughout the Term. Information provided as part of any Licensed Materials may be updated on an ongoing basis and provided according to the criteria used to define the scope of the subscribed Services. Licensee understands and acknowledges that the contents of Licensed Materials will change over time as the data is updated, and that at any given time it has a right to access and use the data to which it is subscribed as it exists at that time. Certain portions of the Services may be provided by Scout’s third party licensors, and Scout’s ability to provide such information may be subject to the willingness of such licensors to continue to contract with Scout. Features and functions of the Scout Technology are provided “as is” and as they may be modified, supplemented, or removed from time to time in Scout’s sole discretion. Scout shall have no liability to Licensee for any modification to any Service, provided that the product or service provided substantially conforms to the description in the Ordering Document.

1.3 Ownership. Licensee acknowledges and agrees that, as between Licensee and Scout, the Licensed Materials, the Scout Technology, and any related documentation (including, without limitation, the content, layout, functions, design, appearance, trademarks, service marks, copyrights, patents, and other intellectual property comprising the Licensed Materials or Scout Technology) are the property of Scout, whether or not they are trademarked, copyrighted, or patented. Licensee acknowledges and agrees that this Agreement does not transfer any ownership, right, title, or interest in the Licensed Materials or Scout Technology, nor any part thereof, except the limited license provided hereunder, and Licensee expressly disclaims and waives any and all claims to any ownership interest in any such information or materials. This includes, without limitation, any Licensed Materials that Licensee downloads, prints, saves, or incorporates into other materials. Licensee further acknowledges and agrees that the Licensed Materials, in whole or in part, are unique, special, and valuable. Subject to the limited rights expressly granted hereunder, Scout, its affiliates and/or its licensors reserve all right, title, and interest in and to the Licensed Materials and Scout Technology, including all related intellectual property rights. No rights are granted to Licensee hereunder other than as expressly set forth herein. All other trademarks, registered trademarks, product names, and company names or logos mentioned in or on the Scout Technology are the property of their respective owners. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by Scout nor any endorsement, sponsorship, or recommendation of Scout by any such person or entity.

1.4 Third Party Applications. **“Third Party Applications”** means computer software programs and other technology that are provided or made available to Licensee or Authorized Users by third parties, including those with which the Scout Technology may interoperate, including, for example, Licensee’s CRM, marketing automation software, or sales enablement software, if any. Scout may make available certain **“Integration Tools”**, which consist of Scout Technology designed to allow Licensee to use Scout Technology and the Licensed Materials in such a way as to interoperate with one or more Third Party Applications. Scout is not responsible for and does not endorse any Third Party Applications or websites linked to by Scout Technology. Licensee shall not integrate Licensed Materials into any Third Party Applications for the purpose of allowing persons who are not Authorized Users (defined below) to access or use the Licensed Materials.

1.5 Support. Scout will provide reasonable assistance and ongoing support to assist Licensee and Authorized Users in accessing the Licensed Materials. Scout will make its personnel available by email, online chat, or phone for feedback, problem solving, or general questions between the hours of 9:00 a.m. and 5:00 p.m. Pacific Time (Monday – Friday) and will make reasonable efforts to acknowledge support requests within 48 business hours. Premium support services are subject to any service-specific terms and conditions included with the Ordering Document.

2. AUTHORIZED USE OF LICENSED MATERIALS AND SCOUT TECHNOLOGY, RESTRICTIONS

2.1 Authorized Users. Licensee shall be entitled to designate persons as users of the Services (**“Authorized Users”**) up to the number of Authorized Users subscribed as stated in the Ordering Document. Each Authorized User will be provided access to Scout. Access may not be shared and may not under any circumstances be used by anyone who is not an Authorized User. If any Authorized User’s login credentials are disclosed to any person who is not an Authorized User but who would satisfy the qualification requirements of Section 2.2 hereof, such disclosure shall constitute Licensee’s subscription as of the time of such disclosure to the number of additional Authorized Users equal to the number of persons to whom such credentials were disclosed. If Licensee designates additional persons as Authorized Users beyond the number subscribed, such designation may be deemed by Scout as Licensee’s subscription to such additional number of Authorized Users. In the event of such subscription, Scout may charge Licensee a corresponding additional Subscription Fee equal to the prevailing per-Authorized User rate multiplied by the period from the date of designation until the end of the then-

current Term. Licensee shall be responsible for compliance with the terms of this Agreement by all Authorized Users, including, without limitation, the restrictions on use and transfer of Licensed Materials set forth herein. Licensee acknowledges and agrees that Authorized Users must provide Scout with certain identifying information, including their name and a business email address, and that Authorized Users may be required to accept an end-user license agreement agreeing to Scout's privacy policy and representing that they are authorized to access the Services on Licensee's behalf.

2.2 Qualification of Authorized Users. Licensee shall not designate any person as an Authorized User unless such person is: (a) a natural person and (b) an employee of Licensee. Licensee may designate a non-employee (i.e., an independent contractor) as an Authorized User only with Scout's prior permission and provided Licensee takes reasonable steps to ensure such non-employee uses the Services only as permitted under this Agreement. If the employment of any Authorized User that was in effect as of the date such person was designated as an Authorized User terminates, such person's authorization to access the Services shall be revoked automatically without any further action by Scout. In the event of a termination as described in the previous sentence, Licensee shall promptly notify Scout and take all reasonable steps to ensure that such person ceases accessing the Services. Licensee may reassign Authorized User designations in good faith, subject to the foregoing qualification requirements.

2.3 Authorized Uses, Restrictions. Licensee shall not access or use the Services for any purpose except the lead generation, email copywriting, business-to-business sales, marketing, recruiting, or business development activities of Licensee. Licensee shall not access or use the Licensed Materials for the benefit of or on behalf of any person or entity except Licensee. Subject to Licensee's compliance with all applicable laws, rules, and regulations, Licensee may use the Services to: (a) view the Licensed Materials; (b) communicate with any Licensed Materials Contact in a manner that relates to such person's profession, business, or employment; (c) automatically draft and/or send emails and communication to Licensed Contacts; and (d) identify prospective sales opportunities, research Licensee's existing customers and prospects, and otherwise analyze the Licensed Materials in a manner relating to Licensee's business-to-business sales, marketing, recruiting, and business development activities. Licensee shall not permit anyone who is not an Authorized User to access or use the Services, including any Licensed Materials or any Authorized User login credentials. Licensee shall not distribute, sublicense, transfer, sell, offer for sale, disclose, or make available any of the Licensed Materials or any part of the Services to any third party. Except through services provided by Scout or its affiliates or as expressly permitted by Scout, Licensee shall not: (x) use the Services to send spam emails or take any action that violates the CAN-SPAM Act; or (y) utilize the Services for any purpose other than as described and authorized herein. Licensee shall not incorporate any portion of the Services or Licensed Materials into Licensee's own products or services. Upon expiration or termination of this Agreement for any reason, Licensee shall cease accessing the Services and shall cease using the Licensed Materials in any way. Notwithstanding the foregoing, where Licensee has, through using the Licensed Materials in a manner permissible under this Agreement, received responsive communication from a Licensed Materials Contact, Licensee shall not be required to delete such Licensed Materials Contact record upon expiration or termination hereof, and may continue to use such information in a manner otherwise consistent with this Agreement. Licensee is solely responsible for any communications between Licensee or any Authorized User and any Licensed Materials Contact. Licensee shall not use the Services to determine a consumer's eligibility for (a) credit or insurance for personal, family or household purposes, (b) employment or (c) a government license or benefit or (d) any other purpose governed by the Fair Credit Reporting Act.

2.4 Permitted Use of Scout Technology, Restrictions. Licensee is permitted to use the Scout Technology solely for the purpose of accessing and using the Licensed Materials as permitted by this Agreement. Licensee will not (a) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Scout Technology; (b) reproduce, modify, create, or prepare derivative

works of any of the Scout Technology or related documentation; (c) distribute or display any of the Scout Technology or related documentation other than to Authorized Users; (d) share, sell, rent, or lease or otherwise distribute access to the Scout Technology, or use the Scout Technology to operate any timesharing, service bureau, or similar business; (e) create any security interest in the Scout Technology; (f) alter, destroy, or otherwise remove any proprietary notices or labels on or embedded within or on the Scout Technology or related documentation; (g) disclose the results of any Scout Technology or program benchmark tests to any third parties without Scout's prior written consent; (h) employ any measure intended to circumvent limitations to purchased credits or Authorized Users; or (i) use automated means, such as bots or crawlers, to access any Scout Technology or extract information therefrom (except such means as are included within the Scout Technology, such as Integration Tools, or such other means as are expressly approved in advance in writing by Scout). Licensee may use Scout Technology only in accordance with this Agreement and not for the benefit of any third party, except with Scout's express prior written permission.

2.5 Limitations on Use of the Services. Licensee shall use the Services in a responsible and professional manner consistent with the intended and permissible uses herein and consistent with standard industry practice. Licensee shall not override or circumvent, or attempt to override or circumvent, any security feature, control, or use limits of the Scout Technology. Licensee will not use the Licensed Materials or Scout Technology for commercial purposes not permitted under this Agreement and shall not designate any person as an Authorized User if Licensee has reason to believe such person is likely to use the Services on behalf of a third party or otherwise in violation of this Agreement. Scout may use technological means to place reasonable use limits to prohibit excessive use, including excessive downloads or screen views that indicate a violation of this Agreement, such as sharing with third parties or attempting to circumvent limitations to purchased credits (if applicable). If Licensee's access to the Services is limited under this paragraph, it may request that the limit be removed, and Scout may remove or modify a particular limitation if it determines in its sole and absolute discretion that the proposed use by Licensee is in good faith and otherwise consistent with this Agreement.

2.6 Licensee Data. Licensee is solely responsible for all data, graphics, images, files, information, text, voice content, recordings, and other content and materials that are collected, uploaded, posted, delivered, provided, or otherwise transmitted or stored by Licensee in connection with Licensee's use of the Services (collectively, "**Licensee Data**"), and Licensee represents and warrants that it has all rights and authority necessary to provide Licensee Data to Scout without violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. Licensee shall be solely responsible for making any required notices (including without limitation any privacy notices required by applicable local, state, federal, and international laws and regulations) and for obtaining any required consents sufficient to authorize Scout's performance of its obligations and exercise of its rights as set forth in this Agreement.

2.7 Unauthorized Access and Use. In the event Scout has a reasonable belief that Licensee or any Authorized User is engaged in or facilitated any unauthorized access or use of the Licensed Materials or Scout Technology in violation of this Agreement, Scout, in its sole discretion, may immediately suspend Licensee's access to the Licensed Materials and/or Scout Technology until such violation is resolved to Scout's reasonable satisfaction. Scout will have no liability to Licensee for such period of suspension and a suspension shall have no effect on the Term of this Agreement nor on Licensee's obligation to pay the Subscription Fee.

3. TERM AND TERMINATION

3.1 Term. The Initial Term of the Agreement is that which is set forth in the Ordering Document (together with any period of extension under Section 3.2 hereof, the "**Term**"). The Agreement is not cancellable and shall remain in effect until it expires or is earlier terminated according to its terms.

3.2 Automatic Extension of the Term. On the date that is 30 days prior to the last day of the Term (the “**Extension Date**”), the Term will automatically extend for a period equal to the length of the Initial Term or one year, whichever is longer, unless either party, on or before the Extension Date, notifies the other in writing that the Term shall not so extend. In the event that the Term is extended under this paragraph: (a) Licensee shall remain subscribed during such period of extension to the Services to which it was subscribed as of the Extension Date, and (b) the Subscription Fees to be paid to Scout for such Services during such period of extension shall be equal to the annualized amount of the Subscription Fee applicable to all Services to which Licensee was subscribed as of the Extension Date, plus 10% of such fee, plus any applied discount, multiplied by the length of the term in years. Subscription Fees for the period of extension hereunder shall be due upon extension of the Term and shall be payable as invoiced. Scout will invoice Subscription Fees for any period of extension on an annual basis or in a manner substantially consistent with the payment schedule that applied to the Agreement as of the Extension Date, in Scout’s discretion.

3.3 Termination. Either party may terminate this Agreement immediately, without further obligation to the other party, in the event of a material breach of this Agreement by the other party that is not remedied within twenty-one (21) days after the breaching party’s receipt of written notice of such breach. The parties may terminate this Agreement at any time upon their mutual Agreement.

3.4 Effect of Termination.

3.4.1 Expiration or Termination for any Reason. Upon expiration or termination of this Agreement for any reason, Licensee acknowledges and agrees that its access to the Services may be automatically terminated, all passwords and individual accounts removed, and all information that has been uploaded into Scout’s systems by Licensee destroyed. Upon expiration or termination of this Agreement for any reason, unless otherwise provided herein, Licensee agrees to destroy any and all copies of Licensed Materials and any information it has obtained from the Licensed Materials, whether in hard copy or electronic form.

3.4.2 Termination by Scout. If this Agreement is terminated by Scout due to an uncured material breach by Licensee, all Subscription Fees payable to be paid to Scout for the remainder of the then-current Term shall be immediately due and payable to Scout, and Licensee shall promptly remit all such fees to Scout.

3.4.3. Termination by Licensee. If this Agreement is terminated by Licensee due to an uncured material breach by Scout, Scout shall promptly refund the pro-rata amount of any pre-paid Subscription Fees attributable to periods after the date of such termination.

4. FEES AND TAXES

4.1 Licensee shall pay all fees stated in the Ordering Document and any other fees applicable to its subscription to Services as provided hereunder (the “**Subscription Fee**”). All Subscription Fees are due upon execution of the Ordering Document, or notice of a deemed subscription as provided herein, and payable on the terms set forth therein. If no payment schedule is specified for any Subscription Fees, the entire amount shall be payable within 30 days of Scout’s transmission to Licensee of an appropriate invoice. All amounts payable by Licensee under this Agreement will be paid to Scout without setoff or counterclaim, and without any deduction or withholding. Scout’s acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of Scout’s right to unpaid amounts.

4.2 If Licensee fails to timely make any payment of Subscription Fees, Scout may, in its sole discretion, take any or all of the following actions: (a) restrict or suspend Licensee’s access to the Licensed Materials until all past-due payments are made, (b) terminate this Agreement, or (c) accelerate the payment of Subscription Fees such that all unpaid Subscription Fees shall be immediately payable. Scout shall have the right to charge interest at the rate of 1.5% per month (or, if less, the highest rate permitted by law)

on any late payments. Restriction or suspension of Licensee's online access to the Licensed Materials during period of non-payment shall have no effect on the Term of this Agreement nor on Licensee's obligation to pay the Subscription Fee.

4.3 Licensee is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Licensee's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Ordering Document, all fees, rates, and estimates exclude sales taxes. If Scout believes any such tax applies to Licensee's subscription and Scout has a duty to collect and remit such tax, the same may be set forth on an invoice to Licensee unless Licensee provides Scout with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Licensee immediately or as provided in such invoice. Licensee shall indemnify, defend, and hold harmless Scout and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Licensee, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Scout to remit amounts collected for such purpose from Licensee. Scout is solely responsible for taxes based upon Scout's net income, assets, payroll, property, and employees.

5. DATA PROTECTION AND CONFIDENTIALITY

5.1 Licensee acknowledges and agrees that Scout will operate in accordance with its published Privacy Policy (available at <http://app.tryscout.ai/privacy> or as Scout may otherwise indicate), which is incorporated herein by reference.

5.2 "**Confidential Information**" of a party means such party's (or its affiliate's): inventions, discoveries, improvements, and copyrightable material not yet patented, published, or copyrighted; special processes and methods, whether for production purposes or otherwise, and special apparatus and equipment not generally available or known to the public; current engineering research, development, design projects, research and development data, technical specifications, plans, drawings and sketches; business information such as product costs, vendor and customer lists, lists of approved components and sources, price lists, production schedules, business plans, and sales and profit or loss information not yet announced or not disclosed in any other way to the public; and any other information or knowledge not generally available to the public. "Confidential Information" does not include the Licensed Materials (which are subject to other restrictions under this Agreement) nor otherwise include business contact or firmographic information regarding third parties. All business terms of this Agreement, including, but not limited to, pricing and access, shall be considered Confidential Information of Scout.

5.3 Each party shall keep in confidence all Confidential Information of the other party obtained prior to or during the Term of this Agreement and shall protect the confidentiality of such information in a manner consistent with the manner in which such party treats its own confidential material, but in no event with less than reasonable care. Without the prior written consent of the other party, a party shall not disclose or make available any portion of the other party's Confidential Information to any person, firm, association, or corporation, or use such Confidential Information, directly or indirectly, except for the performance of this Agreement. The foregoing restrictions shall not apply to Confidential Information that: (a) was known to such party (as evidenced by its written record) or was in the public domain prior to the time obtained by such party; (b) was lawfully disclosed to such party by a third party who did not receive it directly or indirectly from such party and who is under no obligation of secrecy with respect to the Confidential Information; (c) became generally available to the public, by publication or otherwise, through no fault of such party or (d) was developed independently by the receiving party as evidenced by written records without reference to the Confidential Information of the other party. The parties shall take all necessary and appropriate steps in order to ensure that its employees and subcontractors adhere to the provisions of this section. All Confidential Information shall be returned to the disclosing party or destroyed upon receipt by the receiving party of a written request from the

disclosing party. The receiving party may disclose the disclosing party's Confidential Information to the extent required by law or legal process, provided, however, the receiving party will (unless prohibited by law or legal process): (a) give the disclosing party prior written notice of such disclosure to afford the disclosing party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure; (b) use diligent efforts to limit disclosure to that which is legally required; and (c) reasonably cooperate with the disclosing party, at the disclosing party's expense, in its efforts to obtain a protective order or other legally available means of protection.

5.4 Personal Information. To the extent that either party transmits or receives personal information under this Agreement, such party shall comply with all applicable laws, rules, and regulations regarding privacy and the lawful processing of personal information. Each party shall have an obligation to immediately notify the other party if it makes a determination that it can no longer meet compliance obligations under applicable privacy or data protection laws. To the extent that personal data obtained by Licensee under this Agreement is subject to the E.U. General Data Protection Regulation (the "**GDPR**") or the retained version of the GDPR applicable in the UK (the "**UK GDPR**", together with the GDPR the "**UK/EU GDPR**"), each party agrees: (a) that it is a "controller" with respect to such data as defined in the GDPR; and (b) to comply with all applicable provisions. Notwithstanding anything in this Agreement to the contrary, Licensee shall not use any information subject to the UK/EU GDPR unless it is for a purpose that constitutes a "legitimate interest" (including direct marketing) as defined in the applicable UK/EU GDPR, or Licensee has another lawful basis to process such information. Within the Scout Technology, Scout may publish a list of persons who have requested that their personal information be removed from Scout's database. Licensee agrees to review such list on a regular basis (no less frequently than once per month) and to remove from its possession any Licensed Materials Contact records relating to such persons in its possession, unless Licensee has established an independent lawful basis to process such person's personal information.

5.5 Data Cleansing, Matching, and Related Requests. Licensee acknowledges that, through the use of Integration Tools or otherwise, Licensee may have the opportunity to transmit business contact information to Scout for purposes of matching, cleansing, or updating records with information from Scout's database. In the event such information is transmitted to Scout, Scout will make commercially reasonable efforts consistent with its research protocols and priorities, to respond to match and clean and append requests by researching and/or verifying business contact information so submitted and supplementing Scout's commercial database with information Scout is able to verify. Scout may also use email deliverability data (such as email "bounce" data) accessible through Licensee's use of Scout Technology to improve Scout's database by, for example, eliminating invalid email addresses from the Licensed Materials.

5.6 Related Information. Scout may access, collect, and use any information from or relating to Licensee and Licensee's use of the Services ("**Related Information**") for customer and technical support, for regulatory and third party compliance purposes, to protect and enforce Scout's rights, to monitor compliance with and investigate potential breaches of the terms of this Agreement, and to recommend additional products or services to Licensee. Scout may share this information with Scout's partners or affiliates for the same purposes. Licensee grants Scout and Scout affiliates the perpetual right to use Related Information for purposes such as to test, develop, improve, and enhance Scout's products and services, and to create and own derivative works based on Related Information, so long as neither Licensee, Authorized User nor any other individual is identifiable as the source of such information.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each party represents and warrants that: (a) it is duly organized and validly existing and authorized to do business in the jurisdictions where it operates; and (b) it has the requisite power and authority to enter this Agreement and entering and complying with its obligations under this Agreement does not violate any legal obligation by which such party is bound.

6.2 Licensee represents and warrants, and covenants that it will not, in connection with this Agreement, including its use of or access to the Services, engage in, encourage, or permit conduct that violates or would violate any applicable law, rule, or regulation or any right of any third party.

6.3 Scout represents and warrants that it possesses all necessary authority and permissions to provision Licensee with access to the Licensed Materials and Scout Technology.

7. REMEDIES

7.1 Remedies not Exclusive. No remedy provided in this Agreement shall be deemed exclusive of any other remedy that a party may have at law or in equity unless it is expressly stated herein that such remedy is exclusive.

7.2 Provisional Remedies. Each party recognizes that the unauthorized disclosure of Confidential Information or, as to Licensee, Licensed Materials, may cause irreparable harm to the other party for which monetary damages may be insufficient, and in the event of such disclosure, such other party shall be entitled to seek an injunction, temporary restraining order, or other provisional remedy as appropriate without being required to post bond or other security.

7.3 Liquidated Damages. Licensee acknowledges that the Licensed Materials are for its own use only, and that the disclosure to a third party of Licensed Materials Contacts, or the use of Licensed Materials Contacts for the benefit of or on behalf of any third party, will cause damage to Scout in an amount that is difficult to quantify. In order to avoid the time and expense of quantifying damages, if Licensee, negligently or intentionally, discloses Licensed Materials Contacts to a third party, permits a third party to access any Licensed Materials Contact records through use of login credentials to Scout Technology issued to any Authorized User, or uses Licensed Materials Contacts for the benefit of or on behalf of any third party, then Scout shall be entitled to damages from Licensee in the liquidated amount equal to \$2.00 per Licensed Materials Contact record that is so disclosed, used, or made available per third party recipient or beneficiary, as applicable.

8. ATTORNEY FEES, DISPUTE RESOLUTION, CLASS ACTION WAIVER

8.1 Attorney Fees. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses actually incurred in endeavoring to enforce the terms of this Agreement, including reasonable attorney fees.

8.2 Mandatory Arbitration. Except for Litigation Claims (defined below), any dispute, claim, or controversy arising out of or relating to this Agreement, including, without limitation (a) claims relating to the breach, termination, enforcement, interpretation or validity thereof, (b) claims alleging tortious conduct (including negligence) in connection with the negotiation, execution, or performance thereof, or (c) the determination of the scope or applicability of this agreement to arbitrate, shall be settled by arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures and the substantive laws of the State of Delaware. The arbitration shall be heard by a single arbitrator in Las Vegas, Nevada. The arbitration award shall be final and binding, and such award may be entered in any court having jurisdiction. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall have the power to award any remedy provided under applicable law, except that the arbitrator shall have no power to award: (a) punitive, exemplary, or multiple damages under any legal theory, except in the event of a party's or its agent's gross negligence or intentional misconduct; (b) mandatory or prohibitory injunctive relief, except for temporary relief in aid of the arbitration or to secure the payment of an award; or (c) any damages in excess of the limits set forth in this section or Section 10 (Limitation of Liability) of this Agreement.

8.3 Class Action Waiver. No party shall commence or seek to prosecute or defend any dispute, controversy, or claim based on any legal theory arising out of or relating to this Agreement, or the breach thereof, other than on an individual, non-class, non-collective action basis. No party shall seek to prosecute or defend any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, in a representative or private attorney general capacity. The arbitrator shall not have the power to consolidate any arbitration under this Agreement with any other arbitration, absent agreement of all parties involved, or otherwise to deal with any matter on a non-individual, class, collective, representative, or private attorney general basis.

8.4 Litigation Claims. The following claims (“**Litigation Claims**”) shall be litigated and not arbitrated: (a) claims against a party to this Agreement under the provisions involving claims by third parties; (b) claims by a party for the unauthorized use, or the misuse, by the other party of the first party’s Confidential Information; (c) claims by Scout to collect Subscription Fees; and (d) claims for mandatory or prohibitory injunctive relief, except for temporary relief in aid of arbitration or to secure the payment of an arbitration award under this Agreement. The Litigation Claims are not subject to arbitration and are expressly excluded by the parties from arbitration unless otherwise agreed in writing. Each party irrevocably consents to the personal jurisdiction of the state and federal courts located in the State of Nevada for purposes of any lawsuit seeking to enforce this Agreement, and agrees that the exclusive venue for any litigation, action, suits, or proceeding arising out of or relating to this Agreement shall lie in the County Court in and for Clark County, Nevada, or, if federal jurisdiction exists, in the United States District Court for the Southern District of Nevada.

9. INDEMNIFICATION

9.1 Licensee agrees to indemnify, defend, and hold harmless Scout and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns from and against any and all actual or threatened claims of third parties arising out of or in connection with (a) Licensee’s access or use of the Licensed Materials in violation of any law, (b) Licensee’s violation of any provision of this Agreement, (c) Licensee’s sending of any information, messages, or materials to any Licensed Materials Contact (including, but not limited to, through e-mail, mail, or fax) in violation of any law or the rights of any third party, or (d) the use of any Licensed Materials or Scout Technology by any third party to whom Licensee has granted access (including access obtained by such third party through use of the usernames and passwords assigned to Licensee and its personnel).

9.2 Scout shall indemnify Licensee for any damages finally awarded by any court of competent jurisdiction against Licensee in, or for amounts paid by Licensee under a settlement approved by Scout in writing of, any legal proceeding brought by a third party alleging that the Licensed Materials or Scout Technology infringes upon or violates the intellectual property rights of any such third party. The foregoing indemnification obligations do not apply if (a) the allegation does not state with specificity that the Services are the basis of the claim against Licensee; (b) a claim against Licensee arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Scout, if the Services or use thereof would not infringe without such combination; or (c) a claim against Licensee arises from Licensee’s breach of this Agreement.

9.3 As a condition to any right to indemnification under this Agreement, the indemnified party must (a) promptly give the indemnifying party written notice of the claim or proceeding, (b) give the indemnifying party sole control of the defense and settlement of the claim or proceeding (except that the indemnifying party may not settle any claim or proceeding unless it unconditionally releases the indemnified party of all liability), and (c) give the indemnifying party all reasonable assistance, at the indemnifying party’s expense. This section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any claim or proceeding subject to indemnification hereunder.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR INSTANCES OF A PARTY'S OR ITS AGENT'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, MULTIPLE, INDIRECT, CONSEQUENTIAL, SPECIAL, LOST BUSINESS, LOST OR CORRUPTED DATA, OR LOST PROFITS DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY UNCURED BREACH BY SCOUT OF ITS OBLIGATIONS UNDER THIS AGREEMENT IS TERMINATION BY WRITTEN NOTICE TO SCOUT, AND REFUND OF A PRORATED PORTION OF THE SUBSCRIPTION FEES THAT LICENSEE HAS PAID. SCOUT'S MAXIMUM LIABILITY TO LICENSEE SHALL BE THE AMOUNTS ACTUALLY PAID TO SCOUT BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LICENSEE'S CAUSE OF ACTION. EXCEPTING LIABILITY ARISING FROM LICENSEE'S OR ITS AGENT'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, LICENSEE'S MAXIMUM LIABILITY TO SCOUT HEREUNDER SHALL BE TWO TIMES (2X) THE AMOUNT OF THE SUBSCRIPTION FEE.

11. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, THE LICENSED MATERIALS, SCOUT TECHNOLOGY, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

SCOUT DOES NOT REPRESENT, COVENANT, WARRANT, OR PROMISE THAT ANY OF THE SERVICES MAY BE USED OR RELIED UPON BY LICENSEE OR ANY OTHER PARTY TO COMPLY WITH ANY LAW, RULE, REGULATION, INDUSTRY STANDARD, OR POLICY, NOR THAT ANY OF THE SERVICES WILL RENDER LICENSEE NOR ANY OTHER PARTY COMPLIANT WITH ANY LAW, RULE, REGULATION, INDUSTRY STANDARD, OR POLICY, AND SCOUT EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW ANY SUCH REPRESENTATION, COVENANT, WARRANTY, OR PROMISE. IF AND TO THE EXTENT THAT LICENSEE USES ANY OF THE SERVICES WITH THE INTENTION OF OR FOR THE PURPOSE OF COMPLYING WITH ANY LAW, RULE, REGULATION, INDUSTRY STANDARD, OR POLICY, LICENSEE ACKNOWLEDGES AND AGREES THAT SUCH SERVICES ARE, IN THAT REGARD, PROVIDED "AS IS," AND LICENSEE ASSUMES FULL RESPONSIBILITY FOR ITS COMPLIANCE. LICENSEE AGREES THAT SCOUT SHALL HAVE NO LIABILITY TO LICENSEE FOR LICENSEE'S USE OF OR RELIANCE ON ANY SERVICES FOR SUCH PURPOSES. THIS PARAGRAPH IS NOT INTENDED TO DIMINISH, MODIFY, OR RELEASE ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN.

12. AUDIT

During the Term of this Agreement and for a period of two (2) years after its expiration or termination, Licensee shall maintain complete and accurate records of Licensee's use of the Licensed Materials and Scout Technology sufficient to verify compliance with this Agreement. Licensee shall permit Scout and its auditors, upon reasonable advance notice and during normal business hours, to examine such records and any systems used by Licensee in connection with the Licensed Materials. The scope of any such audit will be limited to verification of Licensee's compliance with the terms of this Agreement. Any audit performed under this paragraph shall be at Scout's expense, unless the audit uncovers material non-compliance with this Agreement, in which case, Licensee shall reimburse Scout for its reasonable out-of-pocket expenses incurred in performing such audit.

13. MISCELLANEOUS PROVISIONS

13.1 Marketing. Licensee hereby authorizes Scout to use Licensee's name and logo for its marketing efforts unless and until such authorization is revoked in writing.

13.2 Assignment. Either party hereto may assign this Agreement to a successor-in-interest pursuant to an acquisition of such party (whether by merger, stock sale, or asset sale) without the other party's consent, provided however that (a) Licensee's assignment hereof shall be effective only after fourteen (14) days' written notice to Scout, and (b) Licensee may not assign this agreement to any competitor of Scout without Scout's express written consent. No rights or obligations under this Agreement may be assigned or delegated except as provided in this section without the prior written consent of the other party, and any assignment or delegation in violation of this section shall be void.

13.3 Notices. Licensee shall provide an email address for notices under this Agreement. All notices or other communications permitted or required to be given hereunder shall be sent by electronic mail to the email address provided by the other party for such purpose and shall be deemed given when sent. Notices to Scout shall be sent to dean@tryscout.ai. If Licensee fails to provide an email address for notices, Scout may provide notices hereunder by any means reasonably calculated to provide Licensee with actual notice thereof.

13.4 Currency. All monetary amounts specified in this Agreement are in United States dollars unless otherwise expressly stated.

13.5 Suggestions and Feedback. Scout shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Licensee, including Authorized Users, relating to the operation of the Services provided such information does not include any Licensee Confidential Information.

13.6 Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written. Any un-expired subscription set forth in any Ordering Document or agreement between the parties for access to Scout Services shall be governed by the terms hereof.

13.7 Amendment. Scout may propose amendments to this Agreement at any time by providing notice of such proposed amendments in a manner permitted hereunder. Such proposed amendments shall be deemed accepted and become part of this Agreement thirty (30) days after the date such notice is given unless Licensee informs Scout that it does not accept such amendments. In the event Licensee informs Scout that it does not accept the proposed amendments, the proposed amendments will not take effect and the existing terms will continue in full force and effect. No other modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Scout and Licensee.

13.8 Force Majeure. Neither Scout nor any of its affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

13.9 Export Compliance. The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Scout and Licensee each represents that it is not on any U.S. government denied-party list. Licensee will not permit any Authorized User to access or use any Services in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

13.10 Unenforceability and Survival. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not permitted by law), and the rest of this Agreement is to remain in effect as written. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

13.11 United States Government End-Users. The Services provided by Scout are “commercial items” consisting in part of “commercial computer software” and “computer software documentation,” as such terms are used in the Federal Acquisition Regulation (“FAR”) and the Defense Federal Acquisition Regulation Supplement (“DFARS”). In accordance with FAR 12.211 (Technical data) and FAR 12.212 (Computer software), and DFARS 227.7102 (Commercial items, components, or processes) and DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the rights of the United States government to use, modify, reproduce, release, perform, display, or disclose computer software, computer software documentation, and technical data furnished in connection with the Services will be pursuant to the terms of this Agreement. This United States government rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software, computer software documentation, or technical data. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

Version: April 14, 2023