

INTERNAL® TECHNOLOGIES

End User License Agreement

This End User License Agreement “EULA” is between the entity listed who has purchased the subscription through a Master Subscription Agreement or equivalent document (the “Agreement”) (“Customer” or “You”) and Internal Technologies, Inc. (“Internal”) and sets forth the terms and conditions under which Internal will make available certain Solutions and Beta Solutions (each as defined below), and how Customer will be permitted to use and access such Solution and Beta Solutions.

YOU ACCEPT THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOLUTION OR BETA SOLUTIONS.

Internal’s direct competitors are prohibited from accessing the Solution, Covered Solution, and Beta Solutions except with Internal’s prior written consent. In addition, the Covered Solution and Beta Solutions may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on October 20, 2021. It is effective between Customer and Internal as of the date of Customer’s accepting this Agreement.

1. Definitions

- a. “Covered Solution” means Solutions that are determined by the Customer’s subscription to Internal’s software.
- b. “Documentation” means user documentation that describes the principles of the operation or functionality of the Solutions, as updated from time to time, and that are accessible by login to the applicable Solutions or Beta Solutions or via Internal’s website.
- c. “ILIM” means Ideal Level Information Management, the proprietary and Confidential system and method for information, content, knowledge, data, and intellectual property use and management developed by Internal Technologies.
- d. “ILIM Credit” means a unit of measurement to calculate usage of the system’s various Solutions.
- e. “Provided Content” means information or data created or obtained by Internal from publicly available or private sources or its third-party content Internal’s and made available

to Customer through the Solutions, Beta Solutions or pursuant to a Statement of Work (“SOW”), as more fully described in the Documentation.

- f. “Scope Limitations” means the limits set on an engagement between Customer and Internal outlined in a Customer PO, Order Form or Schedule including but not limited to agreed upon quantities for consumption and use.
 - g. “Solution” means software services accessed through use of Internal’s software offering.
 - h. “Subscription Fees” or “Solution Fees” means any fees relating to the Solutions (including fees for additional ILIM Credits, Support Services, and fees for exceeding SOW Scope Limitations).
 - i. “Subscription Term” or “Solution Term” for the Solutions means the period that Customer has the right to use the Solutions and associated Documentation as set forth in the applicable Customer PO, Order Form or Schedule, including the Initial Term and any Renewal Terms.
 - j. “Users” means individuals who are authorized by Customer to use the Solutions, who have been supplied user identifications and passwords by Customer, and who are authorized by Customer to use the Solutions or Beta Solutions. “Users” may include but is not limited to Customer employees, consultants, contractors, agents, resellers, strategic partners, or third parties with which Customer transacts business.
2. Solution Use Under the Term. Customer’s right to use any particular Solution is only valid during the Subscription Term. Upon expiration of the Subscription Term, Customer must immediately stop using the Solutions and remove all copies of it from its systems.
 3. Customer’s Responsibilities. Customer shall be responsible for the accuracy, quality, Classification, Confidentiality designation of Customer Data input into the Solution. Customer agrees it will be responsible for any unanticipated use of the Solution by authorized Customer or Customer affiliated users which is not part of an external data breach.
 4. New Usage Based Services. From time-to-time Internal may release new services to be used within the Solution. Each new service will be made available to Customer for a Credit usage fee that will be determined and informed to Customer at the time of new service’s release. For the avoidance of doubt, new services will be added to the Solution at no cost as part of the Solution’s standard update cycle, however accessing or using the new service within the Solution will create a new credit usage fee, just like any other usage based action taken within the Solution.
 5. Beta Solutions. From time to time, Internal may make Beta Solutions available to Customer. Customer may choose to try such Beta Solutions or not at its sole discretion. Internal may determine in its sole discretion the characterization of a release as an Update or Beta Solution. The specifications, features, functionality, and documentation of the Beta Solutions may be determined or modified by Internal in its sole discretion. Beta Solutions are for evaluation purposes only, are not supported, and may be subject to additional terms as set forth in supplemental exhibits. If Internal is hosting the Beta Solutions, from time to time, Internal may change the location where the Beta Solutions is provided or hosted. It may be necessary for Internal to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Beta Solution, which may temporarily degrade the quality of the Beta Solution or result in a partial or complete outage of the Beta Solution. Although Internal cannot guarantee that Customer will

receive advance notice of repairs or maintenance, Internal will use commercially reasonable efforts to provide at least 24-hour notice of scheduled updates and patches.

6. Future Solutions. Customer agrees that its purchases pursuant to this Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Internal regarding future functionality or features.
7. Transition Assistance. Following the termination of the applicable Customer PO or SOW, and subject to then-current Professional Service fees on a time and materials basis, Internal may offer transition assistance, which may include, to the extent practicable, an export of Customer Data from the Solutions. To the extent Internal makes available to Customer an API or other means to assist with such transition, the API shall be Internal's Confidential Information, and Customer is granted a 60 day limited license to use the API solely for Customer's internal use for exporting Customer's content from Internal to the new Customer system. Customer shall not (a) copy, rent, sell, disassemble, reverse engineer, decompile, modify or alter any part of the API, or (b) otherwise use the API on behalf of any third-party.
8. Post-Termination Obligations. With respect to a terminated Customer PO, Customer will provide Internal with a written certification signed by an authorized Customer representative certifying that all use of the Solutions and Documentation ordered pursuant to the applicable Customer PO(s) by Customer has been discontinued.
9. Account Credentials. Customer is solely responsible for maintaining the confidentiality of the administrator and User login identifications, passwords and account information.
10. Restrictions. Customer may not, and will not permit or authorize Users or third parties to:
 - a. disassemble, reverse engineer, or decompile a Covered Service or Provided Content or Access, login, connect to, or view all or any part of the SaaS Solutions or Documentation in order to perform the following including but not limited to:
 - i. Build a product or service that is intended to replace or compete with the SaaS Solutions or the Documentation;
 - ii. Build a product or service using similar ideas, features, functions or graphics of the Solutions;
 - iii. Copy any ideas, data or content acquisition, processing, and distribution methods, features, functions or graphics of the SaaS Solutions;
 - iv. Determine whether the SaaS Solutions are within the scope of any patent;
 - b. Circumvent or disable any security or other technological features, ILIM Credit tracking, or other measures of the SaaS Solutions; or
 - c. Make the SaaS Solutions available to anyone other than Users.
 - d. use the Covered Solutions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - e. use the Covered Solutions to store or transmit malicious code;

- f. interfere with or disrupt the integrity or performance of the Covered Solutions or third-party data contained therein;
 - g. attempt to gain unauthorized access to the Covered Solutions or related systems or networks;
 - h. copy or access Provided Content except as permitted herein or in an Order Form or the Documentation; or
11. Customer Training and Certification. For each dedicated environment, Customer agrees to always maintain at least one Customer employee, contractor, or consultant on staff who has become ILIM Certified through the online video webinar training course offered by Iternal. Iternal will offer this certification to one Customer employee per dedicated environment at no additional cost.
12. Credit Usage Monitoring. Customer authorizes Iternal access to Customer's Solution software environment at any time for the purpose of billing, monitoring, tracking, generating internal reports, validating, auditing, and ensuring proper accounting of Customer's ILIM Credit usage of the Solution.
13. Feedback. Customer agrees to provide ongoing feedback to Iternal regarding the Solutions, including Customizations, identifying software bugs, functionality, usability, feature requests, reliability, compatibility, and recommending product enhancements or identifying product features that it believes should be eliminated ("Feedback"). If Customer provides any Feedback to Iternal concerning the functionality and performance of the Solutions or execution of services (including but not limited to Customizations, data structures, meta-data, IdeaBlocks, Indexes, and schemas), identifying potential errors, improvements, enhancement requests, correction, or other Feedback relating to the operation of the Solutions, Customer hereby assigns to Iternal all right, title, and interest in and to the Feedback, and Iternal is free to use the feedback without payment or restriction. Customer acknowledges and agrees that it will not earn or acquire any rights or licenses in, the Solutions, or in any other Iternal Intellectual Property rights on account of this Agreement or Customer's performance under this Agreement, even if Iternal incorporates any Feedback into the Solutions. Customer represents and warrants that Feedback does not contain any confidential or proprietary information. Iternal reserves the right to reproduce, use, disclose, and distribute such Feedback without any obligation to the Customer.
14. IP Ownership. Iternal and its licensors retain all right, title, and interest to all Solutions, Solutions, Beta Solutions, Provided Content, software, products, works, and other intellectual property created, used, or provided by Iternal including all related Intellectual Property rights, for the purposes of this Agreement. Iternal owns all right, title, and interest in and to all modifications or derivatives of, and improvements to, the Solutions, all Provided Content, Documentation, and any other part of the Services, Solutions, or Beta Solutions (created by either party). No rights are granted to Customer hereunder other than as expressly set forth herein. Subject to the limited licenses granted herein, Iternal acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data except as described in this Agreement.
15. License to Customer Materials. To the extent Customer delivers to Iternal, or provides Iternal access to, any software, specifications, documentation, data, hardware, tools, know-how, methodologies, processes and/or any other materials, information or Intellectual Property owned, leased and/or licensed by Customer ("Customer Materials"), Iternal shall have the right to use

such Customer Materials solely for Customer's benefit and solely for the purpose of performing its obligations to Customer under the Agreement.

16. Confidentiality

- a. **Definition.** As used herein, "Confidential Information" means all confidential information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), whether orally, visually or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's "Confidential Information" includes Customer Data; Iternal's "Confidential Information" includes the Covered Solutions, Beta Solutions, all Documentation, the product of all Covered Solutions, and all information provided or disclosed to Customer relating to the Covered Solutions, Beta Solutions, and Iternal's financial, security, architectural or similar information; and "Confidential Information" of each party shall include the terms and conditions of this Agreement and each Order Form and SOW, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by or on behalf of such party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- b. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care to protect such Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than commercially reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' Users, and other employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and commercially reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Upon Disclosing Party's request, and, in any event, upon the expiration or termination of this Agreement, Receiving Party will promptly deliver to Disclosing Party all Confidential Information, or, upon Disclosing Party's approval, destroy and certify the destruction of all Confidential Information associated with the Covered Solutions.

17. Disclaimer Of Warranties

- a. **Limited Warranty.** Internal warrants for a period of thirty (30) days from the date the initial Covered Solutions were delivered by Internal, the Covered Solutions will substantially conform to Internal's then current Documentation for such Covered Solutions. This warranty covers only problems reported to Internal in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period. In the event of a material failure of the Covered Solutions to perform substantially in accordance with the specifications during the warranty period ("Defect"), Internal shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Covered Solutions or any modification thereof by any person other than Internal. If Internal has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give Internal written notice of termination of this Agreement, which termination will be effective ten (10) days after Internal's receipt of the notice, unless Internal is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Internal, as its sole and exclusive remedy, a refund of all amounts paid to Internal hereunder.
- b. **Disclaimer of Warranties.** ALL SALES ARE FINAL. NO PURCHASES OF COVERED SOLUTIONS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 17.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 17.1, THE COVERED SOLUTIONS, ACCESS THERETO, THE DOCUMENTATION AND ANY, Beta Solutions AND PROVIDED CONTENT PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND INTERNAL AND ITS AFFILIATES AND AGENTS (I) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (II) DO NOT WARRANT THAT ACCESS TO THE COVERED SOLUTIONS WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH THE COVERED SOLUTIONS IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, INTERNAL'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Mutual Indemnification

- a. **Indemnification by Internal.** Internal shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third-party alleging that the use of any Covered Solutions as permitted hereunder infringes or misappropriates the intellectual property rights of a third-party, and shall indemnify Customer for any

damages finally awarded against Customer, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (i) promptly gives Internal written notice of the Claim; (ii) gives Internal sole control of the defense and settlement of the Claim (provided that Internal may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (iii) provides to Internal all reasonable assistance, at Internal's expense.

- b. **Exclusions from Obligations.** Internal will have no obligation under this Section 18 for any infringement or misappropriation to the extent that it arises out of or is based upon (i) use of the Covered Solutions in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (ii) use of the Covered Solutions by Customer for purposes not intended or outside the scope of the license granted to Customer; (iii) Customer's failure to use the Covered Solutions in accordance with instructions provided by Internal, if the infringement or misappropriation would not have occurred but for such failure; or (iv) any modification of the Covered Solutions not made or authorized in writing by Internal where such infringement or misappropriation would not have occurred absent such modification; (v) use of a obsolete and prior version of the Covered Solutions where Internal has advised of a newer version that would not be infringing.
- c. **Mitigation of Infringement Action.** If Customer's use of any Covered Solutions is, or in Internal's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 18.1 (Indemnification by Internal), then Internal will either: (i) procure the continuing right of Customer to use the Covered Solutions; (ii) replace or modify the Covered Solutions in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, Internal is unable to do either (i) or (ii), Internal will (iii) terminate Customer's right with respect to the Covered Solutions and refund to Customer all unused Subscription Fees pre-paid by Customer with respect to the Covered Solutions.
- d. **Limited Remedy.** This Section 18 states Internal's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by any Covered Solutions.
- e. **Indemnification by Customer.** Customer shall defend Internal against any Claim made or brought against Internal by a third-party alleging that Customer's acts or omissions infringe or misappropriate the intellectual property rights of a third-party, violate applicable law, or otherwise harm such third-party giving rise to liability and shall indemnify Internal for any damages finally awarded against, and for reasonable attorney's fees incurred by, Internal in connection with any such Claim; provided, that Internal (i) promptly gives Customer written notice of the Claim; (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Internal of all liability); and (iii) provides to Customer all commercially reasonable assistance, at Customer's expense.
- f. **Contributory Negligence.** If the joint, concurring, comparative or contributory fault, negligence or willful misconduct of the Parties gives rise to damages for which either party is entitled to indemnification under this Agreement, then such damages shall be

allocated between the Parties in proportion to their respective degrees of fault, negligence or willful misconduct contributing to such damages.

19. Limitations Of Liability

- a. **Disclaimer of Indirect Damages.** UNLESS EXPRESSLY STATED OTHERWISE ON AN APPLICABLE ORDER FORM, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
 - b. **Cap on Liability.** EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 3 (CUSTOMER'S RESPONSIBILITIES), SECTION 10 (RESTRICTIONS) PAYMENT AND FEES, OR SECTION 18 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER.
20. Assignability. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, each party may assign this Agreement without the other party's prior written consent in the case of a merger, acquisition, transfer of the right or interest in any of the underlying intellectual property of the Covered Solutions, or other change of control, or to an Affiliate and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
21. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.