

TRIAL TERMS OF SERVICE

This Trial Agreement (the “**Agreement**”) sets out the terms and conditions governing Customer's Trial of the Services as detailed in the applicable Trial Order Form.

NOW THEREFORE, the parties agree to the following terms and conditions:

1. **Definitions.** Any capitalized terms used and defined in this Agreement will have the same meaning when used in a Trial Order Form(s) unless otherwise stated therein. In this Agreement, the following terms will have the meanings given below:
 - 1.1. “**Aggregated Data**” means data or information derived from Customer Data or Usage Data that has been combined with data from other customers or sources and has been anonymized or de-identified so that it does not directly or indirectly identify Customer, its affiliates, or any individual.
 - 1.2. “**Artificial Intelligence**” or “**AI**” means a system or model that is intended to generate data, mine data, identify patterns in data, or produce insights or correlations, or make predictions, recommendations, or decisions; and operates using machine learning, logic, knowledge-based approaches, or other approaches designed to approximate cognitive abilities.
 - 1.3. “**Authorized Department**” means the name of the divisions, departments or sites participating in the Trial and (where expressly permitted in the Trial Order Form) Customer Affiliate[s].
 - 1.4. “**Authorized User**” means a natural person who is an employee of Customer and (where expressly permitted in the applicable Trial Order Form) a natural person who is an: (a) employee of a Customer Affiliate; or (b) Contractor of Customer or Customer Affiliate[s].
 - 1.5. “**Confidential Information**” is defined as: (a) documentation or other materials that are clearly marked as confidential or proprietary (including this Agreement, related Trial Order Forms and any amendments thereto), (b) information that is designated as confidential or proprietary at the time of disclosure; (c) all passwords/user IDs/logins/access credentials assigned to Customer by Proconex to access the Services; (d) know-how, technology and business processes and systems, the composition, design and inner workings of the Services including applications and source codes, and (e) information that by its very nature, the receiving party knows or a reasonable person would consider to be confidential.
 - 1.6. “**Contractor**” means any third-party consultant, agent or contractor who: (a) provides services for or to Customer or a Customer Affiliate; (b) does not provide products or services competitive or which are or could reasonably be deemed a functional substitute to the Services and (c) by necessity requires access to and use of the Services or a portion thereof solely to provide such services to Customer or Customer Affiliate.
 - 1.7. “**Customer Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control of Customer (where “control” means having a one hundred percent (100%) equity voting interest or the sole power to direct or cause the direction of the management or policies of the entity, whether through the exercise of voting power, by contract or otherwise).
 - 1.8. “**Customer Data**” means all data, information, content, or materials that Customer or its Authorized Users provide, submit, or make available to Proconex in connection with the Trial, including any output derived directly from such input through the ordinary use of the Services.
 - 1.9. “**Proconex**” means Proconex, Inc., its affiliates, subsidiaries, agents, officers, employees, that provide and/or distribute the Services and that has entered into a Trial Order Form for the Trial of Services hereunder.
 - 1.10. “**Services**” means certain data, products, software, information, documentation, or other deliverable which is proprietary to Proconex and described in the applicable Trial Order Form.
 - 1.11. “**Third-Party Provider**” means a supplier of data, information, software, services, or other items that are part of or otherwise used in connection with the Services.
 - 1.12. “**Trial**” means Customer's temporary use of and access to the Services for its internal evaluation purposes.
 - 1.13. “**Trial Period**” means the limited period given to Customer for the Trial of the Services as specified in the applicable Trial Order Form. The Trial Period will commence from the date the Services are delivered by Proconex to Customer.
 - 1.14. “**Usage Data**” means data and information related to the operation, performance, or use of the Services, including telemetry, logs, technical data, queries, interaction patterns, or other statistical or analytical information generated through Customers access to or use of Services. Usage Data does not include Customer Data.
2. **Use of Services.** Subject to the terms and conditions of this Agreement, Proconex grants to Customer, and Customer accepts, a non-exclusive, non-transferable, limited license for the duration of the Trial Period for the sole purpose of performing a Trial on the Services within the Authorized Departments and by the number of Authorized Users (in each case, if any, as may be specified within the Trial Order Form). Customer may provide Proconex with suggestions or feedback regarding any issues encountered in the course of the Trial, and any actions taken in relation to such suggestions or feedback shall be at Proconex’s sole discretion. Customer hereby acknowledges, without limiting Proconex’s other rights that it is responsible and assumes financial liability for any Authorized Users’ and Authorized Departments’: (i) wrongful, negligent or intentional acts or omissions; (ii) noncompliance or breach of the terms, conditions, obligations and restrictions set out in this Agreement as applicable to Customer;

and (iii) any unauthorized access or use of the Services, in each case subject to the same limitations on liability that would have otherwise applied hereunder if Customer, and not the Authorized Users' and/or Authorized Departments' had engaged in such conduct.

3. **Restrictions on Use.**

3.1. Customer shall not copy, duplicate, sell, transfer, rent, lease, sub-license, publish, disclose, display, distribute, redistribute, or otherwise make available all or any part of the Services or related documentation to any other person, firm or entity without the prior written consent of Proconex. Customer is expressly restricted from: (a) any use of the Services or granting of access to individuals other than for purposes of the Trial; (b) modifying, merging, decompiling or attempting to reverse assemble or engineer the Services or code relating thereto; (c) making any commercial or external use of the Services; and (d) removing any copyright, trademark or other proprietary notices found within the Services. Customer agrees and acknowledges that unauthorized copying, use, access to or distribution of the Services or any information, data and software contained therein may cause Proconex and/or their Third-Party Providers irreparable injury that cannot be adequately compensated for by means of monetary damages. Customer therefore agrees that any breach hereof by Customer may be enforced by Proconex and/or their Third-Party Providers by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available. Customer further agrees to indemnify and hold harmless the Proconex and/or their Third-Party Providers from and against any and all costs, claims, damages, or liabilities (including reasonable attorneys' fees) arising from any breach of the limitations or restrictions set forth herein.

3.2. Customer shall not (and shall ensure its Authorized Users do not):

- 3.2.1. use any engine, software, tool, agent or other device (including any linking, deep-linking, framing or page-scraping, web-scraping, optical character recognition, robotic process automation, robots, spiders or other automatic devices, programs, data stripping mechanisms, algorithms, code(s) or methodologies, or any similar or equivalent automated or manual processes) to access, acquire, monitor, copy, distribute, display, navigate or search any portion of data forming part of the Services;
 - 3.2.2. compile or aggregate data or any portion thereof included in the Services into a separate database or data warehouse;
 - 3.2.3. create any archival or derivative work based on, referencing, or relying on the data forming part of the Services (whether for internal use or commercial purposes);
 - 3.2.4. disseminate or distribute data identical to the data forming part of the Services to any third-party; and
 - 3.2.5. use the Services, or any data forming part thereof,
 - 3.2.5.1. to develop, enhance, train, structure, run or test any AI, or
 - 3.2.5.2. in conjunction with trained AI,
- in each case whether such AI is solely data driven, involves human intervention or both.

4. **Proprietary Rights.** All proprietary rights (including, but not limited to, copyrights, trade secrets, database rights and trademark rights) in the Services and all of their component parts, including all information, data, ratings and ratings symbology, software, products, documentation contained or included therein and any work product created from or arising out of Proconex's use of Customer feedback, are and shall remain the sole and exclusive property of Proconex and/or their Third-Party Providers. Customer is not obtaining title to or ownership of the Services or any part thereof. The Services constitute the valuable intellectual property of Proconex and their Third-Party Providers. Customer shall honor and comply with all reasonable requests made by Proconex to protect their rights and the rights of their Third-Party Providers within the Services. In the event that the Services contain content from a Third-Party Provider, Customer agrees to, and shall ensure that its Authorized Users, abide by, such Third-Party Provider's terms as set forth in the hyperlink(s) found in the applicable Trial Order Form(s) and/or supplied within the Services or directly by the Third-Party Provider ("Third-Party Terms"). For the avoidance of doubt, nothing in the Third-Party Terms should be construed as an expansion of any rights granted to Customer in relation to this Agreement. In addition, Customer agrees that any such Third-Party Provider of any portion of the Services may enforce its rights against Customer as an intended third-party beneficiary of this Agreement, even though such Provider is not a party to this Agreement.

5. **Trial Order Forms.** The specific Services for Trial shall be identified and set out in a trial order form ("Trial Order Form") that (unless expressly stated otherwise) incorporates the terms and conditions of this Agreement, and Customer hereby acknowledges and agrees that any access to and use of the applicable Services must be in accordance with and solely and exclusively for the purposes set out therein. Any Proconex or Customer Affiliate may enter into Trial Order Forms governed by the terms hereof. In such circumstances, references to "Customer" and/or "Proconex" in this Agreement shall be read, for the purposes of such Trial Order Form, to mean the specific Customer Affiliate and/or Proconex affiliate (as applicable) identified in and executing such Trial Order Form. Each Trial Order Form executed under this Agreement will constitute a separate agreement and will be subject to the terms and conditions of this Agreement.

6. **Confidentiality.**

6.1. During the course of this Agreement, each party may have access to Confidential Information of the other party. The receiving party agrees to take all reasonable and necessary steps to protect and safeguard the confidentiality of the Confidential Information. Upon written request from the disclosing party at any time, the receiving party hereby agrees to promptly (but in no event later than 20 days after such request) expunge Confidential Information (including copies thereof) then

in its possession or under its control. The receiving party shall, upon the disclosing party's request, certify in writing that all such Confidential Information has been destroyed. Notwithstanding the foregoing, the receiving party may retain disclosing party's Confidential Information in automatic archival or back-up copies or its restricted access files to the extent reasonably necessary to satisfy any applicable legal or regulatory requirements or in accordance with genuine record retention policies, provided that, the receiving party will continue to be bound by obligations of confidentiality and other obligations hereunder with respect to such retained Confidential Information, for so long as such information remains Confidential Information or until the receiving party purges or destroys Confidential Information in accordance herewith.

6.2. The receiving party shall have no obligation to treat the information received from the disclosing party as Confidential Information if such information is: (a) evidenced to have rightfully been in the receiving party's possession without any obligation of confidentiality at the time of disclosure, (b) known to the public at the time of such disclosure through no breach on the part of the receiving party; or (c) is independently developed by the receiving party without the use of disclosing party's Confidential Information.

6.3. All Confidential Information is and will remain the property of the disclosing party and is furnished on an "as is" basis, without any warranties, express or implied.

7. **Disclaimer of Warranties and Limitation of Liabilities.** TO THE EXTENT THAT THE FOLLOWING DISCLAIMERS AND LIMITATIONS OF LIABILITY DO NOT VIOLATE ANY APPLICABLE LAW:

7.1. PROCONEX AND THEIR THIRD-PARTY PROVIDERS MAKE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS OR COMPLETENESS OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO OR ANY DATA, INFORMATION, OR SOFTWARE CONTAINED THEREIN, OR FOR THE RESULTS OBTAINED BY ITS USE OR AS TO THE PERFORMANCE THEREOF. PROCONEX AND THEIR THIRD-PARTY PROVIDERS SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE SERVICES.

7.2. PROCONEX AND THEIR THIRD-PARTY PROVIDERS MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE SERVICES. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND THAT CUSTOMER'S USE OF THE SERVICES IS AT CUSTOMER'S OWN RISK.

7.3. PROCONEX SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR THE PROCUREMENT, INSTALLATION OR MAINTENANCE OF ANY EQUIPMENT ON WHICH THE SERVICES ARE ACCESSED BY CUSTOMER BEYOND THOSE INCLUDED IN THE TRIAL ORDER FORM.

7.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER WILL THE PROCONEX OR ANY OF THEIR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, IN ALL CASES INCLUDING TRADING LOSSES, BUSINESS INTERRUPTION LOSSES OR LOST TIME OR GOOD WILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

7.5. IN NO EVENT WILL THE LIABILITY OF PROCONEX AND THEIR THIRD-PARTY PROVIDERS, PURSUANT TO ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED ONE THOUSAND DOLLARS (USD 1000.00). THE LIMITATIONS OF LIABILITY SET FORTH HEREIN WILL APPLY TO ANY CLAIM OR CAUSE WHATSOEVER, WHETHER SUCH CLAIM OR CAUSE ARISES IN CONTRACT, TORT OR OTHERWISE. PROCONEX AND THEIR THIRD-PARTY PROVIDERS ARE NOT WAIVING ANY PROTECTIONS OR DEFENSES THAT EACH MAY HAVE UNDER LAW, INCLUDING BUT NOT LIMITED TO, THE FIRST AMENDMENT OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA. NO ACTION, REGARDLESS OF FORM, ARISING UNDER OR RELATING TO THIS AGREEMENT, MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

8. **Term/Termination.**

8.1. This Agreement will continue in effect for as long as a related Trial Order Form remains in effect. Each Trial Order Form will terminate on the last day of the specified Trial Period unless otherwise stated therein. Customer may request for an extension of the Trial Period of up to thirty (30) days by sending an email to the email address specified in the applicable Trial Order Form for submission of extension requests, while keeping your sales representative in copy. If approved, Proconex will confirm the new expiration date via email and all other terms of this Agreement as applicable to the applicable Trial Order Form will remain unchanged.

8.2. Either party may terminate this Agreement and any Trial Period at any time during the term hereof by providing the other party with ten (10) days' prior written notice. Should Customer terminate this Agreement or any Trial Order Form for its convenience, it shall pay Proconex all fees due through the end of the then current Term had such termination not occurred.

8.3. If Customer breaches any of its obligations under this Agreement or any Trial Order Form, then the rights granted to

Customer hereunder are immediately revoked and Proconex shall, in addition to any and all other remedies it may have hereunder, at law or in equity, have the sole discretion to (a) terminate this Agreement immediately upon notice to Customer; and/or (b) claim the reasonable value of unauthorized use of the Services from Customer.

8.4. If terminated for Customer breach or if Customer does not enter into a separate license agreement with Proconex for the Services described in the applicable Trial Order Form prior to termination of this Agreement, Customer shall immediately cease use of, expunge and/or return the Services and other materials delivered by Proconex or made by Customer thereof incorporating the Services in the possession of Customer from its systems upon termination of this Agreement. Upon Proconex's request, Customer shall certify to Proconex in writing that it has fully complied with the foregoing expungement requirement. Notwithstanding such termination, the restrictions on disclosure and use of the Services arising under this Agreement shall survive termination of this Agreement.

9. **Fees.**

9.1. Customer will pay Proconex the fees stated in the applicable Trial Order Form plus all applicable value-added, sales, use and similar taxes, within thirty (30) days of the date of Proconex's invoice. Fees shall be payable in US Dollars unless otherwise stated in the applicable Trial Order Form and will not be subject to refund under any circumstances. Customer's failure to pay amounts when due constitutes a material breach. In addition to all other rights and remedies available at law or in equity, Proconex may also suspend delivery of the Services or any component thereof for as long as any amount remains unpaid when due.

10. **Amendment, Waiver.** This Agreement may not be amended, or any provision hereof waived in whole or in part except by a writing signed by authorized representatives of both parties hereto.

11. **Compliance with Laws.**

11.1. **Anti-Corruption and Export Controls.** Each party agrees to comply with all applicable anti-corruption and anti-bribery laws and regulations and ensure that it does not perform, offer, give or receive bribes or otherwise engage in corrupt actions in connection with this Agreement or any Trial Order Form. Each party further agrees to comply with (and not cause the other party to violate) all applicable export control laws and regulations, and ensure that it does not export, reexport, or retransfer any Services trialed under this Agreement. For the purposes of this section, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain any improper advantage, or any other action deemed to be corrupt under the applicable laws.

11.2. **Sanctions.** For the purpose of this Section: (a) the term "Sanctions" means any sanctions administered by the U.S. Government (including, without limitation, sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control), the Government of the United Kingdom, the European Union or any European Union member state, the Government of Singapore, the United Nations Security Council or any other applicable authority; and (b) "Embargoed Country" means a country or territory that is the subject of Sanctions or otherwise subject to trade or economic embargoes administered by the Government of the United States, including, Cuba, Iran, North Korea, Russia, Syria, Venezuela, and the Crimea, Luhansk, and Donetsk regions of Ukraine (insofar as such regions or countries remain subject to Sanctions); or by the Government of the United Kingdom; the European Union or any European Union member state; the Government of Singapore; the United Nations Security Council; or other applicable authority. As of the date(s) of the applicable Trial Order Form(s), Customer represents and warrants that Customer:

- 11.2.1. (i) is not owned or controlled by, (ii) nor owns or controls, (iii) nor is under common control with (in each case directly or indirectly, individually or in the aggregate) any person or entity (including any director or corporate officer) that is the subject of Sanctions;
- 11.2.2. is not an agency or instrumentality of or an entity owned or controlled by the government(s) of any Embargoed Country; or
- 11.2.3. is not located, organized, or resident in an Embargoed Country, or owned or controlled, directly or indirectly, by any person located, organized, or resident in an Embargoed Country.

As long as the Agreement and any Trial Order Form is in effect, Customer will promptly notify Proconex if any of these circumstances change. Proconex shall have the right to immediately suspend the performance of or terminate the Agreement and any Trial Order Form, if Proconex determines, in its sole discretion, that Proconex is required to do so to comply with applicable law or corporate policy, or that Customer has breached any of the representations or covenants contained in this Agreement. Customer shall neither distribute nor redistribute (nor permit or facilitate a third party, through action or inaction, to distribute or redistribute) the Services to, nor use the Services in furtherance of its business with, any person subject to Sanctions or located, organized, or resident in an Embargoed Country, without the prior written consent of Proconex. Customer warrants it will not cause Proconex to violate any applicable Sanctions.

12. **Data.**

12.1. **Use of Data.** Customer acknowledges and agrees that Proconex may collect, process, and analyze Usage Data and Aggregated Data arising from Customer's use of Services for the purposes of:

- 12.1.1. Operating, maintaining, and improving the Services,
- 12.1.2. Developing, training, and enhancing Proconex's Services, including but not limited to its proprietary AI and related

technologies; and

12.1.3. Generating statistical or analytical insights that do not identify Customer or any individuals.

12.2. **Data Privacy and Data Sovereignty.** Customer is solely responsible for compliance with all applicable local, state, federal and foreign data privacy and sovereignty law, regulations rules and restrictions as the same relate to the collection, movement, and use of data input by Customer or generated by the Services and to Customer's use of the Services, including but not limited to European Union General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act ("CCPA"), and the New York Stop Hacks and Improve Electronic Data Security Act ("SHIELD Act").

12.3. **Ownership.** As between the Parties, Customer retains ownership including all rights, title, and interest in and to its Customer Data. Proconex retains ownership including all rights, title, and interest in and to the Services, Usage Data, Aggregated Data, and any improvements, learnings, or derivatives thereof, provided that such materials do not identify Customer or disclose Customer's Confidential Information. Nothing in this Section shall be construed to limit Proconex's obligations with respect to Customer's Confidential Information under this Agreement.

13. **Notices.** Unless specified otherwise in the Trial Order Form, all notices under this Agreement must be in writing and delivered by hand; or reputable courier service; or via registered or certified mail, return receipt requested; or by confirmed email. All notices shall be sent:

13.1. If to Customer, to the Customer contact indicated on each applicable Trial Order Form; and

13.2. If to Proconex, to the Proconex address indicated on each applicable Trial Order Form with a copy to: Attention: Corporate Counsel. E-mail: legal@proconexdirect.com.

Notices may also be sent to such other addresses as the parties designate in writing from time to time.

14. **Execution in Counterparts.** Trial Order Form(s) may be executed in two or more counterparts, each of which when executed and delivered will be considered an original, but all of which together will constitute one and the same instrument.

15. **Governing Law.** This Agreement and each Trial Order Form executed hereunder will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its choice of law doctrine; and the parties hereby irrevocably consent to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Pennsylvania, Montgomery County for the resolution of any disputes arising from or related to this Agreement or any Trial Order Form.

16. **General.** This Agreement and any Trial Order Form executed hereunder may not be assigned or transferred by Customer without the prior written consent of Proconex. Proconex shall have no responsibility or liability for any delays in or interruptions or failures of its performance under this Agreement and/or the relevant Trial Order Form due to any cause beyond its reasonable control. If any term or condition hereto is found by a court or administrative agency to be unenforceable, the remaining terms and conditions hereof will remain in full force and effect and will be enforceable to the maximum extent permitted by law. This Agreement and any Trial Order Form executed hereunder sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements, or communications, written or oral, of the parties with respect to the subject matter hereof.