Nullable (Aware) Software License Agreement

This Software License Agreement (the "Agreement") is between the entity that signed the order form (the "Order") into which this Agreement is incorporated ("Customer") and Nullable, Inc. dba Aware, a Delaware corporation with its principal place of business at 111 Liberty Street, Suite 102, Columbus, OH 43215 ("Aware"). This Agreement and the Order state the terms and conditions which govern your use of the Aware products and services stated on the Order.

1. Definitions

(a) "**Documentation**" means the user manuals and technical documents delivered or made available with the Software.

(b) "**Order**" means a Nullable order form for the purchase of Nullable products and services that has been executed by the parties.

(c) "**Set Up Services**" means services provided by Nullable to assist Customer with onboarding and utilization of the Software.

(d) "**Software**" means the object code of the Nullable software products that are made available to Customer from an environment provided by Nullable ("**Software as a Service**").

2. Changes to this Agreement

The parties may revise this Agreement at any time by executing a written amendment to this Agreement.

3. Software License

3.1 **License**. Subject to the terms of this Agreement and the applicable Order, Nullable grants Customer a limited, nonexclusive, non-transferable, and revocable (pursuant to Section 13) license to access and use the Software solely to manage its internal business operations. Support Services are provided at no additional charge during the Subscription Period.

3.2 **Restrictions**. Customer shall not (a) alter, modify, adapt, translate, copy, reproduce, imitate, distribute, publish, or resell the Software or any related materials, including but not limited to the trademarks and copyrights of Nullable, or to make derivative works of the Software, or its content or permit others to do so ; (b) provide unauthorized access to or use of the Software; (c) bypass any technical measures used to prevent or restrict access to any portion of the Software; (d) reverse engineer, decompile or disassemble the Software, or to convert into human readable form any of the contents of Software not intended to be so read, including but not limited to using or directly viewing the underlying code for the Software; (e) use any data mining, robots, or similar automated data gathering and extraction tools to access the Software; (f) compromise or attempt to compromise the integrity of the Software; (g) interfere with or attempt to interfere with the proper working of the Software; (h) to attempt to gain unauthorized access to any portion of the Software, or any systems or networks connected to the Software through hacking,

cracking, mining, phishing or by any other means; (i) use the Software for any purpose that is unlawful or prohibited by the Agreement or to solicit the performance of any illegal activity, to stalk or harass other users of the Software, or to engage in any other activity which infringes the rights of Nullable or any other third parties; or (j) take any action other than ordinary use of the Software that intentionally imposes an unreasonable or disproportionately large load on the infrastructure of the Software or any systems or networks connected to the Software.

4. Intellectual Property Rights

4.1 **The Software and Content**. Unless otherwise expressly indicated, all content in or associated with the Software, including images, illustrations, designs, icons, photographs, video clips, text and other material, is the property of Nullable or its suppliers, licensors, partners or affiliates and is protected by United States and international copyright laws. The Software is the exclusive property of Nullable and is protected by United States and international copyright laws. Customer agrees that it will not take any actions inconsistent with Nullable's ownership of the Software and its content.

All content generated within Workplace from Facebook, Yammer, or any other monitored collaboration platform by Customer is and remains the exclusive property of Customer.

4.2 **Trademarks**. The trademarks, logos, and service marks displayed by the Software are owned by Nullable and other third parties, and the trade dress of the Software is owned by Nullable. All trademarks not owned by Nullable are the property of their respective owners, and, where used by Nullable, are used with permission. Nothing contained in Software may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark. Nullable's trademarks and/or trade dress may not be copied, imitated or used, in whole or in part (including use in metatags or in hidden text), without prior written permission. Customer agrees that it will not take any actions inconsistent with Nullable's ownership of, or any third party's ownership of, the trademarks and trade dress used on the Software.

4.3 **Set Up Services**. Except for any Customer Confidential Information that may be contained in them, Nullable shall own all intellectual property rights under US and international law in any items or materials prepared for Customer as part of the Set Up Services ("**Services Materials**"). However, any Customer Confidential Information contained in the Services Materials shall be subject to Section 11 and Nullable shall no rights in the Customer Confidential Information other than to use it to prepare and provide the Services Materials. Customer shall have a limited, non-exclusive, non-transferable license to use the Services Materials solely in connection with its use of the Software.

5. Use Responsibility

5.1 **Third Party Users**. Customer may allow its contractors and services providers ("**Third Party Users**") to use the Software provided that (a) such use is within the scope of the license and quantities purchased by Customer, (b) The Third Party User only uses the Software as part of the

services it provides to Customer, and (c) Customer is responsible and liable for all acts and omissions of the Third Party Users with respect to the Software that, if done or not done by Customer, would be a breach of this Agreement or an Order.

5.2 **Customer Data – Software as a Service**. Customer may store data on the Software as a Service platform (the "**SaaS Platform**") to which it is provided access in connection with its use of the Software. The Software may periodically make back-up copies of Customer's data, for the specific purpose of providing the functions of the Software, however such back-ups are not intended to replace Customer's obligation to maintain regular data backups or redundant data archives. Customer is solely responsible for collecting, inputting and updating all customer data stored on the SaaS Platform , and for ensuring that such data does not (i) infringe or misappropriate the copyright, trade secret, trademark or other intellectual property right of any third party, If the Order states where Customer's data is to be stored, Nullable will not move the data from the specified region without notifying Customer, except if Nullable is required to do so by law or legal process.

6. Third Party Content and Sources

6.1 **Third Party Content**. Customer understands that the people using the Software may be exposed to content produced by a third party ("**Third Party Content**") that is offensive, indecent or objectionable. Under no circumstances will Nullable be liable in any way for any content not provided by Nullable, including, but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Software.

6.2 **Third Party Sources**. The Software may contain links to third-party materials and other resources ("**Third Party Sources**"), which Nullable may not directly control, and which may have separate usage rules and guidelines. Nullable does not endorse and is not responsible or liable to Customer for any content, advertising, products, or other materials on or available from Third Party Sources.

6.3 **Disclaimers**. The opinions expressed in Third Party Content are not those of Nullable. Nullable (a) makes no representations or warranties regarding any Third Party Content or Third Party Sources, including without limitation, the accuracy, completeness, reliability, or appropriateness of the Third Party Content or Third Party Sources or whether the Third Party Content or Third Party Sources violate the rights of any other person or entity and (b) does not endorse or support the Third Party Content or Third Party Sources.

6.3 For added certainty, Customer acknowledges and agrees that its use of Third Party Content and Third Party Sources is at its sole risk and that Nullable shall have no liability for damages of any kind to Customer in connection with or related for the Third Party Content and Third Party Sources.

7. Payment

7.1 **Payment**. All payments are non-refundable except as may otherwise be expressly stated in this Agreement or an Order. Customer agrees to pay to Nullable the fees specified in each Order, including any applicable shipping fees. Customer will be invoiced promptly following delivery of the Software (or the delivery of credentials allowing the use of the Software as a Service) or prior to the commencement of any renewal period for either.

Customer shall make all payments due to Nullable in full, without offset, within forty-five (45) days from the date of each invoice or such other period (if any) stated in a signed Order. Nullable reserves the right to charge a late penalty of 1.5% per month (or the maximum rate permitted by law, whichever is the lesser) for any amounts payable to Nullable by Customer that are not subject to a good faith dispute and that remain unpaid after the due date until such amount is paid.

7.2 **Taxes** Customer is responsible for all taxes, charges and duties applicable to each transaction, including without limitation any sales, use, value added, customs, excise, and similar taxes and duties imposed by any federal, state, provincial, local or other government entity, excluding taxes based on Nullable's income. If Nullable is obligated to collect taxes in any territory where Customer is using the Software, Customer's use of the Software in such territory, then the appropriate amount will be added to the applicable invoice.

8. Use Data and Collaborative Platforms Data

8.1 Customer acknowledges that the Software collects and uses data (a) about Customer's use of the Software ("**Use Data**") and (b) from the software platforms it monitors, such as Yammer, Microsoft Teams, Workplace by Facebook and other enterprise social networks or collaboration tools (collectively, "**Collaborative Platforms**"). The data collected from the Collaborative Platforms ("**CP Data**") may include but not be limited to: (a) messages and content on the Collaborative Platforms, (b) personally identifiable information about the users of the Collaborative Platforms ("**CP Users**") such as names, location, IP address, domain, and time and date from which the CP User accesses the Software and the Collaborative Platforms, and (c) methods by which the CP User uses the Software or Collaborative Platforms.

Customer consents for the collection and use of the Use Data and CP Data, each of which shall be considered Confidential Information. Nullable may only use the Use Data in aggregated, anonymized form to analyze its customers use of the Software and for machine learning purposes.

8.2 Customer agrees that Nullable may access, preserve, and disclose Use Data, CP Data, and Customer's account information if required to do so by law or if Nullable has a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any such data violates the rights of third-parties; (d) respond to Customer's requests for services ; or (e) protect the rights, property, or personal safety of Nullable and others. Before taking any action as permitted by

this Section 8.2, Nullable will provide prior written notice to Customer to the extent it is practicable and permitted by law or the applicable legal process.

9. Export Controls

The Software is subject to the export controls, laws, and regulations of the United States (the "**Export Controls**"). Customer represents and warrants that neither it, nor its employees or Third Party Users are persons to whom the export of software from the US is prohibited by the Export Controls. Customer agrees that it shall use and access the Software in strict conformance with the Export Controls and agrees, without limiting the generality of the preceding sentence that, the Software may not be downloaded or exported, (i) into, or to a national or resident of, any other country to which the United States has embargoed goods; or (ii) to anyone to the United States Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Deny Orders. Customer agrees to promptly reimburse Nullable for any fines, penalties, or legal costs it incurs in connection with Customer's breach of this Section 10.

10. Maintenance

For the duration of the license granted by this Agreement and the applicable Order, Nullable shall make new versions and releases of the Software, including Software corrections, enhancements and upgrades, available to Customer if and when Nullable makes them generally available as part of its customer support program without additional charge. Nullable will also respond, during normal business hours, to communications from Customer's technical team requesting assistance with the operational/technical aspects of the Software as well as other communications regarding suspected Software malfunctions. Nullable shall have the right to limit such responses if Nullable reasonably determines that the volume of such non-error related requests for assistance is excessive or overly repetitive in nature.

11. Confidentiality

11.1 Each party agrees that during the Term (as defined in Section 13) and for three (3) years following the end of the Term, it shall: (a) use Confidential Information only for the purpose for which it was provided by the disclosing party ("**Purpose**"); (b) maintain such Confidential Information in confidence and make reasonable efforts to not disclose such Confidential Information except to its employees, affiliates, contractors, third party service providers, consultants or advisors ("**Representatives**") who have a need to know such Confidential Information for the Purpose (provided that (i) such Representatives are bound by written obligations consistent with the provisions of this Section and (ii) the receiving party shall be responsible for any breach of this Section 12 by its Representatives); and (c) use the same degree of care that it uses to protect its own confidential information of a similar nature, but not less than reasonable care. "**Confidential Information**" means any technical, business, marketing, sales, affiliate, customer, licensor or other supplier, financial, pricing, employee or other information which is either (i) marked or identified as confidential at the time of disclosure or (ii) of a nature generally understood to be confidential provided the disclosing party generally treats

it as confidential. The parties agree that all Software (including without limitation its design, layout, architecture and code), and all trade secrets included in the Software shall be Confidential Information and subject to this Section 11 in perpetuity.

11.2 The obligations under this Section 11 will not apply with respect to information that the receiving party can demonstrate: (a) was in its possession at the time of receipt of this Agreement, without any obligation of confidentiality with respect thereto; (b) is or becomes generally available to the public through no breach of Section 11 by the receiving party or its Representatives; (c) following receipt of such information under this Agreement, is received from a third party under no duty of confidentiality; or (d) is independently developed by or for the benefit of the receiving party without use of or resort to Confidential Information of the disclosing party. The receiving party may disclose Confidential Information to the extent required to comply with applicable law or any judicial or governmental order or process, provided that the receiving party, to the extent legally permitted, promptly notifies the disclosing party in writing, and in advance, of such required disclosure and reasonably cooperates with the disclosing party, at the disclosing party's expense, in its efforts to limit such disclosure or obtain a protective order or other confidential treatment with respect thereto.

12. Warranty; Disclaimer; Indemnification; Resolution of Disputes

12.1 **Warranty – Software**. Nullable warrants that the Software, when provided as Software as a Service, will perform substantially as described in the Documentation throughout the subscription period (the "**Warranty Period**"). Should Customer report during the Warranty Period that the Software fails to meet such warranty, Nullable shall use commercially reasonable efforts to correct the malfunction or provide a reasonably accepted workaround in a time reasonable under the circumstances and in consideration of the impact of the nonconformance on Customer.   THE REMEDY STATED IN THE PRECEDING SENTENCE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NULLABLE'S SOLE AND EXCLUSIVE OBLIGATION IN CONNECTION WITH THE WARRANTY PROVIDED IN THIS SECTION 12.1.

The warranty set forth in this Section 12.1 does not apply if the Software has been: (a) altered, except by Nullable; (b) configured, operated, repaired, maintained or used other than in accordance with this Agreement and the Documentation or other Nullable written instructions; or (c) subjected to misuse, negligence, or willful damage by the user. Further, this warranty will not apply to non-conformities caused by any software not provided by Nullable.

12.2 **Warranty – Uptime.** Nullable warrants to Customer that the Production Environment Monthly Uptime Percentage for the Software will be 99.9% in any subscription month. Unavailability caused by regularly scheduled Software maintenance windows as communicated to Customer with reasonable notice are not counted as unavailability events for purposes of calculating Production Environment Monthly Uptime Percentage. Unavailability which is determined to have been caused by either an outage of Microsoft Azure, Amazon Web Services, or by an outage of the underlying target collaboration platform (Workplace from Facebook, Microsoft Yammer, Microsoft Teams, Slack) or by a target collaboration platform's application

programming interface, will not be counted as an unavailability event for purposes of calculating Production Environment Monthly Uptime Percentage.

12.3 **Warranty – Set Up Services**. Nullable warrants that the Set Up Services will be provided in a professional, diligent, and technically correct manner ("**Set Up Services Warranty**").   If Customer reports any Set Up Services that do not conform to the Set Up Services Warranty within thirty days of the performance of the Set Up Services, Nullable shall reperform the non-conforming Set Up Services at no charge refund the fees allocable to the non-conforming Set Up Services. The remedy stated in the preceding sentence is Customer's exclusive remedy and Nullable's sole obligation for a breach of the Set Up Services Warranty.

12.4 **Disclaimer**. THE WARRANTIES PROVIDED IN SECTION 12 ARE THE ONLY WARRANTIES PROVIDED UNDER THIS AGREEMENT. NULLABLE DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OWNERSHIP OR QUIET ENJOYMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.   FOR ADDED CERTAINTY BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING NULLABLE DOES NOT WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION, BE ERROR-FREE, OR WILL MEET YOUR REQUIREMENTS.

12.5 **Limitation of Liability**.   NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES FROM OR OTHERWISE RELATED TO THIS AGREEMENT OR ANY ORDER, EVEN IF THE PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NULLABLE, ITS PARENT, SUBSIDIARIES OR AFFILIATES — WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY — ARISING FROM A BREACH OF THIS AGREEMENT OR ANY ORDER EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO NULLABLE DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO CUSTOMER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO CUSTOMER, AND CUSTOMER MAY HAVE ADDITIONAL RIGHTS.

12.6. **Infringement Indemnity**.

Nullable shall, at its expense, defend Customer against claims by a third party alleging that the Software infringes the intellectual property rights of the third party ("IP Claim"). Additionally, Nullable shall pay any final judgment or settlement of the IP Claim and reimburse Customer for any reasonable expenses it necessarily incurs in responding to the IP Claim, including attorney's fees. Customer agrees that it shall (a) promptly provide written notice to Nullable following its

receipt of the IP Claim, (b) authorize Nullable to assume sole control of the settlement of the IP Claim, and (c) provide Nullable with such assistance with the IP Claim as Nullable may reasonably request. Nullable shall have no obligations for any IP Claim that is based on (a) a modification of the Software not made by Nullable or (b) a combination of the Software with a third-party product other than those stated in the Documentation as being required or compatible with the Services. If Customer's use of the Software is enjoined or if Nullable reasonably believes it will be, Nullable shall, at Nullable's sole discretion, either (a) obtain the right for Customer to continue to use the enjoined component(s) of the Software, (b) replace the enjoined components of the Software with non-infringing components, or (c) if neither of the preceding options are commercially reasonable for Nullable to provide, then Nullable may terminate the affected License and refund to Customer the fees paid for the terminated Licenses, amortized over a five year period starting on the initial date of delivery of the applicable Software.

13. Term and Termination.

13.1 **Term**. The term of the Agreement shall commence on the last or only date of the signatures below (the "**Effective Date**") and end on the third (3rd) anniversary of the Effective Date, unless earlier terminated by either party in accordance with this Section 13. Nullable will notify Customer within (90) days prior to the expiration of the Agreement. Unless earlier terminated, this Agreement may be renewed by the agreement of the parties. The initial and any renewal term shall be collectively defined as the "**Term**".

13.2 **Termination for Cause**. Either party may terminate this Agreement and any licenses granted hereunder upon written notice if the other party has materially breached the terms of this Agreement (including any Order hereunder) and failed to cure such breach within thirty (30) days of delivery of written notice of such breach by the non-breaching party (which notice shall specify the nature of such breach in reasonable detail).

13.3 **Suspension**. Nullable may, in a timeframe appropriate to the circumstances, suspend Customer's use of the Software as a Service if it reasonably believes that such use creates a significant security or legal risk to Nullable or its other customers.

13.4 **Termination for Convenience**. Customer may terminate this Agreement and any licenses granted hereunder for convenience upon ninety (90) days prior written notice to Licensor. However, in the event of a termination for convenience under this Section 13.4, Customer will remain obligated to pay all amounts billed as of the termination effective date and any future amounts which may come due following the termination effective date which Customer a contractual obligation to pay. No refunds of any kind shall be provided in connection with a termination for convenience under this Section 13.4 including, without limitation, amounts prepaid prior to the termination effective date for future services.

13.5 **Termination for Insolvency**. Either party may terminate this Agreement and any licenses granted hereunder, upon written notice if the other party: (a) becomes insolvent; (b) files a

petition, or has a petition filed against it, under Chapter 7 of the US bankruptcy code; or (c) ceases to carry on business in the ordinary course.

13.6 **Effect of Termination**. Upon termination of this Agreement or an Order, any payment obligations incurred by Customer prior to the effective date of termination shall survive and be payable in accordance with the applicable payment terms of this Agreement or the applicable Order(s). Upon any termination of this Agreement, any licenses granted shall terminate, Customer shall stop using the Software as of the effective date of the termination, and Customer shall return or, at Nullable's election, destroy and certify the destruction of all copies of the applicable Software and Documentation in Customer's, its Affiliates' or any third party's possession.

14. General Terms

14.1 **Entire Agreement**. This Agreement represents the entire understanding between the parties regarding Customer's use of the Software and supersedes all other prior or contemporaneously entered into agreements, express or implied, between the parties. This Agreement shall not be modified except in a writing signed by authorized representatives of both Nullable and Customer. If any provision of this Agreement is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Agreement. Nullable's failure to act with respect to a breach of this Agreement does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Agreement.   In the event any term contained herein conflicts with a term in an Order, the most recent Order controls. Any rights not expressly granted herein are reserved.

14.2 **Governing Law and Venue**. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, USA, without giving effect to any principles of conflicts of law. Customer hereby agrees that any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by binding arbitration in the State of Delaware, USA. Customer hereby consents to the exclusive jurisdiction and venue of the courts of the State of Delaware or, if appropriate, a United States District Court for the District of Delaware for any other residual claims. In the event of arbitration or litigation arising out of or relating to this contract, or the services provided under this agreement, the prevailing party shall be entitled to recover attorney's fees, and all other related and reasonable expenses incurred in such arbitration or litigation, from the other party.

14.3 **Copies**. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14.4. **Assignment**. Except in connection with a change of control event such as a merger or acquisition, Customer may not assign this Agreement or an Order without Nullable's express written consent. Any attempted assignment in conflict with the preceding sentence shall be considered ineffective and void.

14.5 **Excused Performance**. Each party's performance under this Agreement or a Work Order will be excused for as long as the performance is made impracticable as a result of a "force majeure" event such as a natural disaster, accident, strike, external infrastructure failure, or the negligent or malicious acts of a third party.

16. **Notices**.   Notices in connection with this Agreement shall be sent to the other party's legal department or an officer of the party at the addresses stated in the opening paragraph of this Agreement.