

O3 INSIGHT END USER LICENSE AGREEMENT

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (“Agreement”) CAREFULLY BEFORE CLICKING AN “AGREE” OR SIMILAR BUTTON OR USING THE PROGRAM. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND O3 INSIGHT, INC. THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PROGRAM. BY CLICKING AN “AGREE” OR SIMILAR BUTTON AND/OR USING THE PROGRAM, YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED HEREIN. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, DO NOT CLICK AN “AGREE” OR SIMILAR BUTTON OR USE THE PROGRAM. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AND CONDITIONS AS PRESENTED TO YOU – ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS WILL NOT BE ACCEPTED BY O3 INSIGHT AND WILL NOT BE PART OF THIS AGREEMENT

1. License. In consideration of the payment of the fees for the Services, O3 Insight (“O3”) grants you the right to use the username and password assigned to your account to access and use the Services for internal purposes during the term of the Agreement. You shall be responsible for maintaining the security of your username and password, and you shall be responsible for all actions taken under the username and password assigned to you.

2. Title. O3 shall own and retain all right, title and interest in and to (a) the Services and all software provided as a part thereof, all improvements, enhancements or modifications thereto, whether arising out of support calls, your suggestions or otherwise, (b) any software, applications, inventions or other technology developed in connection with services or support provided by O3 related to the Services, and (c) all intellectual property rights related to any of the foregoing. Notwithstanding anything to the contrary, O3 shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning customer data and data derived therefrom), and O3 will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other O3 offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein

3. License Restrictions. You shall not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; (b) modify, translate, or create derivative works based on the Services or any software (except to the extent expressly permitted by O3 in writing in its discretion or authorized within the Services); (c) use the Services or any software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (d) remove any proprietary notices or labels. You may not remove or export from the United States or allow the export or re-export of the Services, software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4. Compliance. You represent, covenant, and warrant that you will use the Services only in compliance with O3’s standard published policies then in effect (the “Policy”) and all applicable laws and regulations. You hereby agree to defend, indemnify and hold harmless O3 against any damages, losses,



liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from your use of Services. Although O3 has no obligation to monitor your use of the Services, O3 may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. For avoidance of doubt, O3 shall not be deemed to have assumed any responsibility or liability to you or any other party arising out of any monitoring by it of your use of the Services.

5. Confidentiality. The Services and all software, documentation and information provided by O3 through the Services shall be the confidential information of O3. You agree to use the confidential information only as required to exercise your rights and fulfill your obligations under this Agreement. You agree not to disclose the confidential information to any third party except as expressly agreed to by O3 in writing.

6. Disclaimer of Warranty. O3 shall use reasonable efforts to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by O3 or by third-party providers, or because of other causes beyond O3's reasonable control, but O3 shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, O3 does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND O3 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. O3 MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE PROGRAM OR THE RESULTS YOU MAY OBTAIN BY USING THE PROGRAM OR THAT THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT IS COMPLETELY SECURE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, O3 DOES NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE PROGRAM WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE PROGRAM WILL MEET YOUR REQUIREMENTS. YOU ACKNOWLEDGE THAT O3 DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PROGRAM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. O3 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY O3, THE PROGRAM IS PROVIDED TO YOU ON AN "AS IS" BASIS.

7. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, O3 AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND O3'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY YOU TO O3 FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT O3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



8. Support. Provided all payments are current, [during the term of this Agreement] O3 will provide reasonable technical support with the operation of the Software to your technical support representative via the in-application chat utility, telephone or electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays (“Support Hours”). You may initiate a helpdesk ticket during Support Hours by using the in-application chat support utility. O3 will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. O3 will exercise reasonable efforts to resolve errors that are reproducible, but O3 cannot, and does not, warrant that all errors will be resolved. Further, O3 shall have no obligation to provide support for: (i) altered, damaged or modified Software; (ii) Software that is not the then-current release available from O3; (iii) Software problems caused by your negligence, misuse or unauthorized use, Equipment malfunction, or other causes beyond the control of O3; (iv) Software accessed via Equipment or browser environment which is not supported by O3; or (v) pre-release or beta Software.

9. General. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with O3’s prior written consent. O3 may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement; provided, however, that if your company has executed a SaaS Agreement with O3, then that SaaS Agreement shall stay in effect and in the event of a conflict between this Agreement and the SaaS Agreement, the SaaS Agreement shall control. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind O3 in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys’ fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of laws provisions.

