

AUDITORIA FAST START LICENSE AGREEMENT

BY INDICATING 'I ACCEPT' OR BY USING OR OTHERWISE EXERCISING ANY RIGHTS PROVIDED BELOW TO USE THE AUDITORIA SERVICES (AS DEFINED BELOW) OFFERED BY AUDITORIA.AI, INC. ("AUDITORIA"), INCLUDING, FOR EXAMPLE, BY ACCESSING OR USING THE AUDITORIA SERVICES, THE INDIVIDUAL ACCEPTING THESE TERMS (THE "REPRESENTATIVE") AND THE ENTITY OR ORGANIZATION OF WHICH THE REPRESENTATIVE IS A MEMBER (COLLECTIVELY WITH THE REPRESENTATIVE, "CLIENT") CONSENTS TO BE BOUND BY THIS AGREEMENT.

1. LICENSE.

- a. License. During the Fast Start Term defined below, Auditoria grants to Client a non-exclusive, non-transferable, non-sublicensable license in the United States to use the Auditoria Services for Client's evaluation. Client may not use the Auditoria Services in excess of the limitations set forth in the relevant Statement of Work. "Auditoria Services" means the hosted services and professional services set forth in the Statement of Work and any associated user documentation provided to Client ("Documentation").
- b. Restrictions. Client shall not, and shall not authorize any third party to: (a) sublicense, use or duplicate the Auditoria Services, or any portion thereof, except as expressly authorized in this Software License Agreement; (b) use the Auditoria Services by, or for the benefit of any third party; (c) modify, translate, or prepare derivative works based upon the Auditoria Services; (d) reverse-compile or decompile, disassemble or otherwise reverse engineer the Auditoria Services, except to the extent expressly required to be permitted by applicable law; (e) rent, lease, loan, sell, transfer, or distribute the Auditoria Services or any copy or portion thereof, to any other person or entity; (f) alter, remove, or obscure any copyright, trademark, or other proprietary notices or confidentiality legend on or in the Auditoria Services; (g) use the Auditoria Services to process, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; (h) use the Auditoria Services to process, store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or (i) interfere with or disrupt the integrity or performance of the Auditoria Services or any third-party technology contained therein. Except for the license expressly granted by Auditoria to Client under this Agreement, Auditoria reserves all right, title and interests in and to the Auditoria Services and any derivative works thereof, and all intellectual property rights therein. Client shall be responsible and liable for any action or inaction of any individual who obtains access to the Auditoria Services as a result of Client's acts or omissions. The Representative represents and warrants that the Representative has the authority to bind Client to the terms of this Agreement.

2. **CLIENT DATA**. "Client Data" means data pertaining to Client's employees, Clients, users or other individuals provided by Client to Auditoria. Client shall own all intellectual property rights in and to the Client Data and any results Client derives from its use of the Auditoria Services, provided that Client grants Auditoria a license to Client Data for the purposes of providing the Auditoria Services. For as long as Auditoria has any Client Data, Auditoria will provide the security measures for the Auditoria Services set forth in Auditoria's then-current security terms which may be found at <https://www.auditoria.ai/trust/>. Upon any expiration or termination of this Agreement, Auditoria will unless legally prohibited, delete all Client Data.

3. **TERM AND TERMINATION**. The term of this Agreement shall commence on the earlier of the date this Agreement is accepted by the Client or the date Client installs or otherwise accesses the Auditoria Services and shall continue for the period set forth in the relevant Statement of Work (or, if no term is specified in the Statement of Work, 30 days) (the "Fast Start Term"). Notwithstanding the foregoing, this Agreement may be terminated by either party: (a) upon 10 days written notice if the other party materially breaches any provision of this Agreement and the breach remains uncured within that 10 day period; or (b) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations; or (c) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed,

creditors arrangement, composition or comparable proceeding, or if any proceeding of that nature is filed against it Upon any expiration or termination of this Agreement: (x) all licenses and rights granted by Auditoria to Client hereunder shall terminate; and (y) Client will cease all use of the Auditoria Services; and (z) and Client shall immediately return to Auditoria the Auditoria Services and any Auditoria Confidential Information. The provisions of Sections 1(b), 3, 4, 5, 6, and 7 shall survive and remain effective after the effective date of termination or expiration of this Agreement.

4. INDEMNIFICATION.

- a. Indemnification by Auditoria. Auditoria shall defend Client (including payment of attorneys' fees, expert fees and court costs) from any third-party claims that the Auditoria Services infringe any patent, copyright or other proprietary right and shall indemnify Client from any amounts assessed against Client in a resulting judgment or amounts to settle claims. If Client's use of the Auditoria Services is (or in Auditoria's opinion is likely to be) enjoined, Auditoria may terminate this Agreement and Client's right to use the Auditoria Services. Auditoria shall have no obligations under this Section to the extent any infringement claim is based on: (a) any modification or alteration to the Auditoria Services not made by Auditoria; (b) any combination or use of the Auditoria Services or the Auditoria Solution with products or services not approved by Auditoria in writing; (c) Client's continuance of allegedly infringing activity after being notified thereof; and/or (d) use of the Auditoria Services not in accordance with the terms of this Agreement. The remedies set forth in this Section constitute Client's sole and exclusive remedies, and Auditoria's entire liability, with respect to infringement or misappropriation of third-party intellectual property.
- b. Indemnification by Client. Client shall defend Auditoria (including payment of attorneys' fees, expert fees and court costs) from any third-party claims arising out of any breach by Client of this Agreement.
- c. Conditions of Indemnification. Each party's indemnification obligations under this Section 5 are conditioned on (a) prompt written notice of any claim; (b) the ability to control and direct the defense or settlement of any claim; and (c) all reasonable assistance in connection with the defense or settlement of any claim.

5. **DISCLAIMER; LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AUDITORIA SERVICES AND ANY MATERIALS OR SERVICES PROVIDED BY AUDITORIA ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR AUDITORIA'S OBLIGATIONS UNDER SECTION 4 OF THIS AGREEMENT, (A) CLIENT'S SOLE REMEDY AND AUDITORIA'S SOLE LIABILITY FOR ANY BREACH OF THIS AGREEMENT SHALL BE TO TERMINATE THE AGREEMENT, CEASE ALL USE OF THE AUDITORIA SERVICES AND IMMEDIATELY RETURN TO AUDITORIA THE AUDITORIA SERVICES AND ALL DUPLICATES, AND ANY AUDITORIA CONFIDENTIAL INFORMATION; (B) IN NO EVENT SHALL AUDITORIA BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS, INCLUDING LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR COSTS; AND (C) IN NO EVENT WILL THE AGGREGATE LIABILITY OF AUDITORIA OR ANY OF ITS THIRD-PARTY LICENSORS (UNDER ANY THEORY OF LIABILITY) EXCEED \$100,000, WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

6. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any non-public data, information and other materials regarding the products, services or business of a party (and if either party is bound to protect the confidentiality of any third party's information, of that third party) provided to the other party. Without limiting the foregoing, the Auditoria Services, any performance data, benchmark results, and technical information relating thereto, the Documentation, Auditoria's pricing information and the terms and conditions of this Agreement (but not its existence) are the Confidential Information of Auditoria. Confidential Information shall not include information which: (a) is already known to the Receiving Party without restriction prior to disclosure by the Disclosing Party; (b) becomes publicly available without fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (d) is

required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of the required disclosure and reasonably cooperates with the Disclosing Party in limiting the disclosure. Each party (the "Receiving Party") agrees to keep the Confidential Information of the other party (the "Disclosing Party") in confidence and not to use the Confidential Information except in performing hereunder. Except as expressly authorized herein, the Receiving Party agrees to: (a) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case with less than reasonable care; and (b) disclose the Disclosing Party's Confidential Information only to those employees, directors and contractors of the Receiving Party who have a need to know the information, provided that any employee, director or contractor shall be subject to a binding written agreement with respect to Confidential Information at least as restrictive as the terms of this Agreement.

7. GENERAL:

- a. Compliance with Laws; Export Control. Client shall not export or import the Auditoria Services (including any Documentation) or any technical information provided under this Agreement.
- b. U.S. Government End-Purchaser. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Auditoria Services and accompanying documentation provided by Auditoria are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.
- c. Miscellaneous. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and the declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Neither this Agreement, nor any rights, licenses nor any obligations hereunder, may be assigned by Client without the prior written consent of Auditoria. Any attempted assignment in violation of this Agreement shall be void and without effect. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, excluding rules governing conflict of law and choice of law. The federal and state courts within the northern district of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of, and venue in, those courts. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to this Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter contained herein, and no oral or written statement or representations not contained in this Agreement shall have any force or effect. This Agreement may be amended only upon the written consent of both parties. In the event the parties enter into, or have entered into a formal written agreement, including, without limitation an agreement which the parties have electronically signed, the terms of that agreement shall control over the terms of this Agreement.