

## Jupitice Platform License Agreement

This End User License Agreement (“EULA”) is a legal agreement between you and Jupitice (“Jupitice”, “we”, or “us”). This EULA governs your use of the Jupitice Platform and any third party that may be distributed therewith (collectively the “Jupitice Platform”). Jupitice agrees to license the Jupitice Platform to you (personally and/or on behalf of your employer) (collectively “you” or “your”) only if you accept all the terms contained in this EULA. By installing, using, copying, or distributing all or any portion of the Software Platform, you accept and agree to be bound by all of the terms and conditions of this EULA. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, OR USE THE JUPITICE PLATFORM.

Your use of the Jupitice Platform is also subject to your agreements with us concerning your use of the Jupitice.com website (the “Site”) and the services provided through that website. This EULA hereby incorporates by reference all terms, conditions rules, policies and guidelines on the Site, including the Jupitice Terms of Service (the “Terms of Service”). Please also see the Jupitice Privacy Policy (the “Privacy Policy”) at <https://www.Jupitice.com/legal/privacy-policy/>. Capitalized terms not defined in this EULA are defined in the Terms of Service.

### 1. CONDITIONAL LICENSE.

#### 1.1. LICENSE GRANT:

Subject to your compliance with the terms and conditions of this EULA, Jupitice grants you a non-exclusive, non-transferable right to use the executable code version of the Jupitice Platform for your use solely in connection with the work you perform on or through the Site.

#### 1.2. RESTRICTIONS ON USE:

You agree not to modify, display, adapt, translate, loan, distribute, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Jupitice Platform. You may not publish, redistribute, sublicense or sell the Jupitice Platform or any information or material associated with the Jupitice Platform. You may not rent, lease or otherwise transfer your rights to the Jupitice Platform. You may not use the Jupitice Platform in any manner that could damage, disable, overburden or impair the Site, nor may you use the Jupitice Platform in any manner that could interfere with any other party’s use and enjoyment of the Site. You agree that you will use the Jupitice Platform for lawful purposes and only in compliance with all applicable laws, including but not limited to copyright and other intellectual property laws. In addition, you shall not perform, nor release the results of any testing of the Jupitice Platform to any third party without the prior written consent of Jupitice. You also agree not to remove, obscure, or alter any copyright notice, trademarks or other proprietary right notices contained within or accessed in conjunction with or through the Software Platform.

#### 1.3. INTELLECTUAL PROPERTY RIGHTS:

The Jupitice Platform is licensed, not sold, to you for use pursuant to the terms of this EULA. All rights not expressly granted to you are reserved to Jupitice or its licensors or third-party providers. You acknowledge

that Jupitice or its licensors or third-party providers own all rights, title and interest, including without limitation all Intellectual Property Rights, in and to the Software Platform, portions thereof, or any information or material provided through or in conjunction with the Jupitice Platform Your rights to use the Jupitice Platform shall be limited to those expressly granted in this Section 1. All rights not expressly granted to you are reserved by Jupitice, its licensors or third-party providers. "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all other proprietary rights, and all applications, registrations, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

## **2. THIRD-PARTY SERVICES.**

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services.

You acknowledge and agree that the Company shall not be responsible for any Third-party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to You or any other person or entity for any Third-party Services.

You must comply with applicable Third Parties' Terms of agreement when using the Application. Third-party Services and links thereto are provided solely as a convenience to You and You access and use them entirely at your own risk and subject to such third parties' Terms and conditions.

## **3. DISCLAIMER OF WARRANTIES.**

### **3.1. "AS IS"; NO WARRANTY:**

THE JUPITICE PLATFORM IS PROVIDED BY JUPITICE AND ANY OF OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS "AS IS," WITH NO WARRANTIES WHATSOEVER. JUPITICE EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW, ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND THE JUPITICE PLATFORM MAY NOT BE FREE OF ERRORS. THE JUPITICE PLATFORM IS PROVIDED WITH ALL MEASURES AND CHECKS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT ARE WITH YOU. JUPITICE DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE JUPITICE PLATFORM YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD AND USE THE JUPITICE PLATFORM AT YOUR DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE PLATFORM.

### **3.2. PRIVACY DISCLAIMER:**

TO THE FULLEST EXTENT PERMITTED BY LAW, JUPITICE DISCLAIMS LIABILITY IN THE EVENT OF THE UNAUTHORIZED ACCESS TO OR MISAPPROPRIATION OF YOUR PERSONAL INFORMATION OR PRIVATE COMMUNICATIONS BY THIRD PARTIES.

### **3.3. JURISDICTIONAL LIMITATIONS:**

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY

(90) DAYS FROM THE DATE OF DELIVERY OF THE JUPITICE PLATFORM OR TO THE MINIMUM PRESCRIBED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

### **3.4. SURVIVAL OF DISCLAIMER:**

The provisions of this Section 3 and Section 4 shall survive the termination of this EULA, but this shall not imply or create any continued right to use the Jupitice Platform after the termination of this EULA.

## **4. LIMITATION OF LIABILITY**

### **4.1. LIMITATION OF LIABILITY:**

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL JUPITICE, OUR LICENSORS OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO ANY USER ON ACCOUNT OF THAT USER'S USE OR MISUSE OF THE JUPITICE PLATFORM SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (EVEN IF JUPITICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM THE USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE PLATFORM, FROM THE PERFORMANCE OR MISPERFORMANCE OF THE SOFTWARE PLATFORM, FROM THE INABILITY TO USE THE SOFTWARE PLATFORM, OR FROM THE INTERRUPTION, SUSPENSION OR TERMINATION OF THE JUPITICE PLATFORM (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **4.2. DAMAGES CAP:**

EXCEPT AS LIMITED BY APPLICABLE LAW, REGARDLESS OF THE BASIS FOR YOUR CLAIM, Jupitice, LICENSORS' AND THIRD-PARTY PROVIDERS' TOTAL LIABILITY UNDER THIS EULA SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT OF FEES PAID FOR THE LICENSED JUPITICE PLATFORM GIVING RISE TO THE CLAIM, OR ONE U.S. DOLLAR (\$1.00), WHICHEVER IS LESS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING PROVISIONS SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR MONETARY DAMAGES IN RESPECT OF ANY BREACH OF OR DEFAULT UNDER THIS AGREEMENT BY JUPITICE.

## **5. INDEMNIFICATION:**

To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless Jupitice and its subsidiaries, affiliates, joint ventures, suppliers, officers, directors, shareholders, employees and agents, from any claim or demand made by any third party due to or arising directly or indirectly out of your conduct or in connection with your use of the Jupitice Platform or its features, any alleged violation of these terms, or any alleged violation of any applicable law or regulation. Jupitice reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, but doing so shall not excuse your indemnity obligations.

## **6. PRIVACY AND SECURITY:**

The Jupitice Platform creates a means for others to record the visual output ("Screenshot") of your computer. You hereby acknowledge and agree that each time you activate the Software Platform; the Jupitice Platform may periodically transmit Screenshots to Jupitice. These Screenshots may be displayed

in the Jupitice work diary when the Screenshot is captured. These Screenshots may include, without limitation, the visual output of all open programs, windows, backgrounds, taskbars, system trays, multiple screens, title bars, menus, graphics, screen savers, and any information, images, and text therein. You acknowledge and agree that, if your confidential information is displayed as a visual output of your computer while the Jupitice Platform is active, such confidential information may be included in a Screenshot, transmitted to Jupitice, and displayed in the applicable work diary. In order to prevent the transmission of your confidential information to Jupitice, you agree not to access your confidential information while the Jupitice Platform is active. Although we have taken reasonable measures to prevent unauthorized persons from gaining access to your computer via the Software Platform, we cannot foresee or control the actions of third parties. Therefore, the use of the Jupitice Platform could make you vulnerable to security breaches that you might not otherwise face and could result in the loss of your privacy or property. You agree that Jupitice is not liable to you for security breaches resulting from your use of the Jupitice Platform or otherwise.

## **7. NO NOTICE OF UPDATES:**

Jupitice reserves the right to modify or change this EULA from time to time without notice to You. The latest version will be available on the Site. Jupitice also may update or modify the Jupitice Platform from time to time at its discretion. Your election to continue use of the Software Platform, after the date of posting of these modifications to the EULA or to the Jupitice Platform constitutes acceptance of those modifications. If you do not agree with the modifications, do not use the Software Platform.

## **8. EXPORT CONTROLS:**

You are responsible for complying with trade regulations and both foreign and domestic laws. You acknowledge that the Jupitice Platform or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Syria or any other country subject to United States embargo; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or on the U.S. Commerce Department's Denied Party or Entity List; and (c) you will not export or re-export the Jupitice Platform to any prohibited country, person, end-user or entity specified by U.S. Export Laws.

## **9. TERM AND TERMINATION:**

### **9. TERMINATION:**

This EULA is effective as soon as you install, use, copy or distribute the Jupitice Platform and shall continue until it is terminated by Jupitice or you, as provided for under the terms of this Section. Unless otherwise agreed to in writing with us, either you or we may terminate the contractual agreement represented by this EULA at any time upon notice to the other party. This EULA, including without limitation your right to the Jupitice Platform as specified in Section 1, terminates immediately and without notice from Jupitice if you fail to comply with any of its provisions. Upon termination, you shall immediately discontinue use of and destroy the Jupitice Platform and all copies or portions thereof, including any master copy, and within ten (10) days certify in writing to Jupitice that all copies have been destroyed.

### **9.2. SURVIVAL OF TERMINATION:**

Sections 1.3, 3, 4, 5, 8, 9.2 and 10 of these terms will survive any termination of this EULA. The termination of this EULA does not limit other rights of Jupitice it may have by law.

## **10. MISCELLANEOUS PROVISIONS.**

### **10.1. SEVERANCE. WAIVER:**

If for any reason a court of competent jurisdiction finds any provision or portion of this EULA to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force.

#### **10.2. AUDIT.**

You agree that, on request of Jupitice, you will certify in writing your compliance with the terms of this EULA.

#### **10.3. ASSIGNMENT.**

You may not assign this EULA or sublicense, assign, transfer or delegate any right or duty hereunder, without the prior written consent of Jupitice, at our sole discretion. Notwithstanding the foregoing, Jupitice may assign or transfer this EULA or any rights granted hereunder without your prior consent. This EULA is binding on and will inure to the benefit of the party's successors and permitted assigns.

#### **10.4. ENTIRE AGREEMENT.**

This EULA and the terms expressly incorporated by reference herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

### **11. SEVERABILITY AND WAIVER.**

#### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **Waiver**

Except as provided herein, the failure to exercise a right or to require the performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

### **12. CHANGES TO THIS AGREEMENT**

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 day's notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of the Company.

By continuing to access or use the Application after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.