

ScrubPlan, LLC

Terms and Conditions of Software as a Service License

PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE BY CLICKING THE “I AGREE TO SCRUBPLAN LLC TERMS AND CONDITIONS” BUTTON AT THE BOTTOM OF THIS WEB PAGE. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. YOU MAY NOT USE THE APPLICATION OR SERVICE UNLESS YOU ACCEPT THE TERMS OF THIS LICENSE.

YOU MAY PRINT THE WEB PAGE CONTAINING THIS LICENSE OR SAVE IT AS A FILE ON YOUR COMPUTER.

This Software as a Service Agreement (the “Agreement”) is between you, the Subscriber (“Subscriber”) and ScrubPlan, LLC (“Licensor”). Licensor agrees to provide Subscriber with the Service as defined below. Subscriber agrees to pay the Fees to Licensor according to the terms of this Agreement.

1. Definitions.

- (a) “*Acceptance*” means that the Subscriber has accepted the terms of this Agreement and has manifested said acceptance by clicking on the “I AGREE TO SCRUBPLAN LLC TERMS AND CONDITIONS” button at the bottom of this Agreement.
- (b) “*Application*” shall mean the Licensor-developed application used by Subscriber for the Service hereunder.
- (c) “*Authorized Users*” shall mean Subscriber’s employees and independent contractors working for Subscriber in the ordinary course of Subscriber’s business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Subscriber to access the Service.
- (d) “*Billing Start Date*” shall mean the date identified on the Order Form as the date from which billing shall be calculated (which under no circumstances shall be later than the Service Start Date, as defined below).
- (e) “*Display Devices*” shall mean any display device used to access and display the Service.
- (f) “*Fees*” shall mean the fees payable pursuant to Section 3 hereof.
- (g) “*Service*” shall mean Licensor’s information applications subscribed to by Subscriber hereunder.
- (h) “*Service Start Date*” shall mean the date from which Subscriber receives the applicable Service.
- (i) “*Subscription Plan*” shall mean the plan selected by Subscriber for accessing the Service.
- (j) “*Licensor Web site*” means the Web site located at the <https://scrub-plan.com>.

- (k) “*Term*” shall mean the period commencing with the Billing Start Date and ending when all Services rendered hereunder have expired or been terminated.

2. Subscriber’s Duties.

- (a) **Payment.** In exchange for the license granted above, commencing on the Billing Start Date, Subscriber shall pay Licensor for the Term hereof the Fees, payable in advance, based on the Services, the number of Authorized Users, the Subscription Plan selected by the Subscriber, and on any other commercial terms contained in this Agreement.
- (b) **Intellectual Property Ownership.** Subscriber recognizes that the entire Application and Service is Licensor’s copyrighted and trademarked intellectual property.
- (c) **Compliance with Laws.** Subscriber may not use the Application or Service in a manner that violates any applicable local, state, national or international law or governmental regulation, policy procedure or ordinance, or any rights of a third party.
- (d) **Competition.** Subscriber may not use the Application or Service for the purposes of competing with Licensor, including without limitation competitive intelligence.
- (e) **Terminated License.** Subscriber may not use the Application or Service if this license has been terminated by Licensor.

3. License.

- (a) **Use of Application.** Licensor hereby grants the Subscriber a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term to access, and display on Subscriber’s Display Devices within the United States, the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions of this Agreement. All rights in the Application and Service not expressly granted hereunder are reserved to Licensor.
- (b) **Scope.** The license granted to Subscriber hereunder is limited to the controls and parameters of the Subscription Plan and does not exceed a single, authorized Application for the display and retrieval of the Service on an Authorized User’s Display Device. The license does not extend to multiple applications for the display or retrieval of content within the Services. Subscriber shall have no right pursuant to this Agreement to distribute the Service in whole or in part over the Internet, or via email or instant messaging (other than as set forth in Section 9), via an Intranet, personal digital assistant, wireless application protocol, short message service or radio system. An enhanced license encompassing such applications is available as a supplement to this Agreement. Nothing in this Agreement shall obligate Licensor to continue providing access to any Service beyond the date when Licensor ceases providing such Service to subscribers generally.
- (c) **Term of License.** This Agreement, and Subscriber’s license to use the Application and Service, shall become effective on the Billing Start Date and shall continue for the period specified in the Subscription Plan elected by Subscriber. This Agreement, and the Subscriber’s Subscription Plan, shall automatically renew unless Subscriber provides notice to Licensor prior to the end of the then-current Term. Subscriber may

cancel its Subscription Plan at any time, however, this license and the obligations hereunder shall remain applicable until the end of the Term and Subscriber will not be entitled to a refund, proration, or offset of any Fees already paid. This Agreement and Subscriber's license for the Application and Services may be terminated immediately by Licensor if Subscriber fails to comply with any term or condition of this Agreement. Upon such termination, Subscriber agrees to discontinue use of the Application and Service immediately. Subscriber agrees that Subscriber will not be entitled to a refund of the Fees upon early termination of this Agreement.

- (d) **Restrictions; No Transfer or Assignment.** Subscriber may not lease or rent the Application. Subscriber agrees not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Application or assist someone in performing such prohibited acts. Subscriber agrees not to transfer or assign this Agreement or the Application to another party without the prior written consent of Licensor. If such consent is given and Subscriber transfers or assigns the Application and/or this Agreement, then Subscriber must not retain any copies of the Application. Except as set forth in this provision, Subscriber may not transfer or assign the Application or any rights under this Agreement.

- 4. **Copyright.** Subscriber agrees that the Service and Application, including without limitation the editorial coding and metadata contained therein, are the property of Licensor or Licensor's licensors. The works and databases included in the content of the Service are protected by applicable copyright laws.

- (a) **Restrictions on Access.** Subscriber agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber's business may be Authorized Users.
- (b) **Restrictions on Use.** Subscriber shall not reverse engineer, decompile or disassemble any part of the Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store, copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without Licensor's express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Subscriber agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or Licensor.

- (c) **Reservation of Ownership and Rights.** This is a license agreement, and not an agreement for sale. Licensor retains ownership of and copyrights in the Application (including source code) and all copies thereof that Subscriber receives and/or is licensed to make under this Agreement. The Application is protected by U.S. copyright laws and other intellectual property laws and international treaty provisions. Licensor retains all rights not expressly granted to Subscriber in this Agreement.
5. **Choice of Law.** This Agreement shall be governed by, subject to, and construed in accordance with, the substantive laws of the State of North Carolina, without regard to its conflict of laws provisions. Subscriber expressly disclaims the applicability of, and waives any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on Contracts for the International Sale of Goods. In an action arising out of or relating to this Agreement, Subscriber consents to the exclusive jurisdiction of the federal and state courts located in the County of Wake, North Carolina. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in litigating or otherwise settling or resolving such action. SUBSCRIBER FURTHER AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
6. **Indemnification.** Subscriber agrees to defend, indemnify and hold harmless Licensor, its suppliers and its resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to Subscriber's use, reproduction or distribution of the Application or Subscriber's breach of any representation, warranty or obligation under this Agreement.
7. **Disclaimer of Warranties.** The services and products provided by Licensor under this Agreement are provided "AS IS," WITHOUT WARRANTY OF ANY KIND TO SUBSCRIBER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF THE COMPUTER PROGRAM, FITNESS FOR SUBSCRIBER'S PURPOSE OR SYSTEM INTEGRATION; INFORMATIONAL CONTENT OR ACCURACY; NON-INFRINGEMENT; QUIET ENJOYMENT; AND TITLE. SUBSCRIBER AGREES THAT ANY EFFORTS BY LICENSOR TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE DISCLAIMER OF WARRANTIES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE APPLICATION OR SERVICE REMAINS WITH SUBSCRIBER.
8. **Limitation of Remedies.** SUBSCRIBER AGREES THAT LICENSOR SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR

COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE APPLICATION OR SERVICE (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). LICENSOR WILL NOT BE LIABLE TO SUBSCRIBER FOR ANY DAMAGES EVEN IF LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE TO LICENSOR, OR LICENSOR WAS GROSSLY NEGLIGENT. IN NO EVENT SHALL LICENSOR'S LIABILITY EXCEED THE FEES PAID BY SUBSCRIBER FOR THE APPLICATION OR SERVICE. SUBSCRIBER AGREES THAT ANY EFFORTS BY LICENSOR TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATION OF REMEDIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to Subscriber. In such jurisdictions, Licensor's liability is limited to the greatest extent permitted by law.

- 9. Export Restrictions.** Subscriber agrees not to export the Application or Service or any copies thereof or any products utilizing the Application or Service in violation of any applicable laws or regulations of the United States. Subscriber agrees to indemnify Licensor from liability if Subscriber violates any such laws or regulations.
- 10. Notice.** All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above described mailing methods to the address(es) set forth on the Order Form, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.
- 11. Assignment.** This Agreement is not transferable, assignable, delegable, or sublicenseable by Subscriber in whole or in part, without the prior written permission of Licensor. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns.
- 12. Force Majeure.** Licensor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including pandemics or epidemics, labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
- 13. Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only by a written agreement signed by authorized representatives of both parties.

14. Severability. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect the remainder of this Agreement, and this Agreement shall continue in force and effect to the full extent allowed by law.

15. Knowing Consent and Authority to Consent. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party is authorized to enter into this Agreement on behalf of its respective party.