

End User License Agreement

1. **Software License.** Subject to the terms and conditions of this agreement, including without limitation Customer's payment of the fees set forth therein or in any other applicable documentation, Voyager Analytics, Inc. ("Licensor" or "Voyager") hereby grants Customer a non-exclusive, non-transferable, and limited right throughout the applicable subscription period, to access the Voyager Software ("Voyager Software" or "Product") remotely via cloud in order to use it. Such access shall be limited only within the Scope of Use as such term is detailed in the PO. Customer may exercise the rights granted herein through its employees and solely for its own internal benefit. For the purpose hereof the "**Voyager Software**" or "**Product**" means the certain proprietary software owned by Licensor which enables Customer to perform social media analysis, all as detailed in an approved PO.
2. **Intellectual Property Rights & Restrictions.** Notwithstanding anything to the contrary, all Intellectual Property Rights in the Voyager Software and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Voyager (or its licensors, in the event of third-party software). Customer shall use the Software expressly as permitted herein and shall not (i) attempt to infiltrate or hack the Voyager Software, or any part thereof for any purpose nor shall it reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software; (ii) represent that it possess any proprietary interest in the Voyager Software; (iii) not directly or indirectly, take any action to contest Voyager's Intellectual Property Rights or infringe them in any way; (iv) except as specifically permitted hereunder, use the name, trademarks, trade-names, and logos of Voyager; (v) use the Voyager Software to provide third parties with managed services or any other services whether or not in return for remuneration of any kind; (vii) remove, alter, or obscure any copyright, trademarks, trade names, logos, and other proprietary rights notices of Voyager or third-parties contained on or within Software; (viii) distribute, copy, manufacture, rent lease, adapt, lend, trade-in, translate or otherwise make available to any third party, stand-alone copies of the Software or any part thereof; (ix) transfer, use or export the Software in violation of any applicable laws or regulations of any government or governmental agency; (x) modify or create derivative works of the Software or any part thereof; and (xi) use any portion of the Software to create a software product that is the same or substantially similar to the Software or any part thereof. Nothing in this Agreement shall constitute a waiver of Voyager's Intellectual Property Rights under any law, or be in any way construed or interpreted as such. "Intellectual Property Rights" means all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations in part, revisions, extensions, and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyright ability, copyrightable works, copyrights (including moral rights) and applications, registrations, and renewals in connection therewith; (iv) trade secrets and Confidential Information; and (v) all rights associated with the foregoing and all other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium.
3. **Use of the Product.** The Voyager Software allows Customer the ability to insert certain queries and receive certain responses and analysis based on information collected by the Voyager Software from various sources in cyber space, based on and subject to the initiation of a query by Customer. Customer's ability to procure data using the Software may be governed by law or third-party policies. Customer is responsible for complying with all applicable laws and policies and for obtaining any necessary permissions. Customer represents and warrants that it shall have sufficient right to collect, transmit, store, copy, and use all data (including personal information if applicable) and data sources, that shall be collected or used by the Customer on and in relation to the Software.
4. **Third-Party Licenses.** The Voyager Software includes certain third-party software and materials ("Third-Party Software") that are subject to their respective third-party licenses and the title to which remains with the applicable third-party ("Third-Party Licenses"). By executing this Agreement, Customer undertakes to strictly comply with the terms and condition of the Third-Party Licenses, as may be amended from time to time. In the event of any inconsistencies or conflicting provisions between the provisions of the Third-Party Licenses and the provisions of this Agreement, the provisions of the Third-Party Licenses shall prevail but solely in connection with the related Third-Party Software. Without derogating from the generality of the foregoing, it is clarified that any Third-Party Software is provided on an "AS IS" basis, without indemnity or warranty of any kind, whether express or implied.
5. **Customer's Obligations**
 - 5.1. **Security and Compliance with Applicable Laws.** Customer will use reasonable security precautions in the course of using the Product, including encrypting any information while in transit to or from it which identifies an individual. Customer represents and warrants that its use of the Product will be in compliance with any and all applicable laws, rules, regulations, statutes, codes, ordinances, orders, or guidelines of any governmental entity.
 - 5.2. **Viruses and Malicious Code.** Customer will neither insert nor permit the insertion or introduction of any Malicious Code (defined below) into the Product. Customer will take all commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code into the Product. or Licensor, as applicable, may immediately suspend Customer's access to the Product if either detects Malicious Code or reasonably suspects that Malicious Code was introduced or permitted by Customer or Customer's account. "**Malicious Code**" means (i) any code, program, or sub-program which causes damage or maliciously interferes with the operation of a computer system containing the code, program or sub-program, or halts, disables, or interferes with the operation of the Product (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of the Product.

6. **Licensor Warranties.** Licensor warrants that Products provided according to this Agreement shall materially conform to functional specifications in an approved PO. Licensor's and its licensor (and its affiliates) sole liability and Customer's exclusive remedy for any breach of this warranty shall be to use reasonable commercial efforts to remedy any failure of the Product to materially conform to the functionality specified in the PO in accordance with the terms of the SLA provided to Customer, provided that (i) Customer is not otherwise in breach of this Agreement, and (ii) Customer has reported in writing to Licensor the claimed failure promptly upon discovery.
7. **Disclaimer of Warranty.** EXCEPT FOR THE WARRANTIES PROVIDED IN THIS AGREEMENT, LICENSOR (AND ITS LICENSOR AND THEIR AFFILIATES) PROVIDES THE USAGE OF THE PRODUCTS TO CUSTOMER AND ANY SUPPORT SERVICES ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE OR ACCURACY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LICENSOR (AND ITS LICENSOR AND ITS AFFILIATES) DOES NOT WARRANT THAT THE PRODUCT OR ANY SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.
8. **Limitation of Liability.** IN NO EVENT SHALL LICENSOR (AND/OR ITS LICENSORS AND THEIR AFFILIATES) LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT LICENSOR (AND/OR ITS LICENSORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. **Confidentiality**
- 9.1. **Confidential Information.** Either party may from time to time during the Term of this Agreement disclose (the "**Disclosing Party**") to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's or its affiliates' business, including technical, marketing, financial, employee, and other confidential or proprietary information ("**Confidential Information**"). Regardless of whether so marked or identified, any information that may be reasonably understood, under the circumstances to be considered confidential or proprietary, including but not limited to the terms and conditions of this Agreement, will be considered Confidential Information of the Disclosing Party. Customer agrees and acknowledges that the Product and related documentation are and shall remain Licensor (and/or its licensor) Confidential Information.
- 9.2. **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees of the Receiving Party who need to know such Confidential Information for the purpose of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Obligations of confidentiality shall survive termination of this agreement for a period of 4 years thereafter (or longer, if so required by applicable law).
- 9.3. **Exceptions.** The Receiving Party's obligations under this Section with respect to any Confidential Information of the Disclosing Party shall not apply to and/or shall terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
10. **Term and Termination**
- 10.1. **Term.** This Agreement shall be in force and effect during the Subscription Period as set forth in the applicable PO ("**Term**").
- 10.2. **Termination for Breach.** Either party may terminate this Agreement at any time by giving written notice to the other party if the other party is in breach or default of any material provision of this Agreement, and the breaching party fails to cure the breach or default, within thirty (30) days after being given written notice, specifying details of the breach or default and requiring the same to be remedied.
- 10.3. **Termination in the Event of Default.** Either party may terminate this Agreement immediately, in the Event of Default.

Any of the following shall be considered an "Event of Default": (i) a party is judged bankrupt or insolvent; (ii) a party makes a general assignment for the benefit of its creditors; (iii) a trustee or receiver is appointed for a party or for any of its property; or (iv) any petition by or on behalf of a party is filed under any bankruptcy or similar laws.

- 10.4. **Consequences.** Upon termination of this Agreement for any reason, Customer will immediately cease use of the Product and if applicable, uninstall and return any and all copies of the Product in its possession and control and any related documentation. Upon termination of this Agreement, both parties shall promptly return any and all of the other party's Confidential Information that it may then have in its possession (including, if applicable, any copies of the Product).

11. **General Terms**

11.1. N/A

- 11.2. **Export Laws.** Customer agrees to comply fully with all applicable export, import, anti-corruption and trade related laws and regulations to ensure that neither the Software nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. Customer will defend, indemnify, and hold harmless Licensor and its licensors (and its affiliates) from and against all fines, penalties, liabilities, damages, costs and expenses incurred by Licensor or its licensor (or their affiliates) as a result of any violation of said laws or regulations by Customer or any of its agents or employees. Without derogating from any provision of this Agreement, in case of any change of any applicable law, policy or regulation, which might affect Voyager's business, Voyager will have the right to terminate this Agreement and the license granted hereunder and Customer shall have no claims regarding such termination.

- 11.3. **Data Protection Laws.** Without derogating from any provision of this Agreement, Customer hereby acknowledges and agrees that to the extent that Voyager has access to personal data (as defined in Regulation (EU) 2016/679 General Data Protection Regulation ("GDPR")), Voyager will be acting as Customer's sub-processor with respect to such personal data and will use any data supplied or disclosed to it by Customer only in accordance with Customer's instructions and to perform the Support Services and deliver the additional professional services under this Agreement. Voyager will implement appropriate technical and organizational measures to protect the data provided by Customer against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Customer hereby warrants and represents that it will comply in full at all times with all applicable privacy and data protection laws and regulations (including the GDPR) to which Customer is subject, required to allow Voyager to use the data in accordance with this Agreement.

- 11.4. **Assignment.** Unless explicitly stated otherwise herein, this Agreement or any part thereof may not be assigned by either party to any third party without obtaining the other party's prior written consent, which consent shall not be unreasonably withheld or denied, provided, however, that either Party may transfer this Agreement, and any rights or obligations hereunder, to a successor to its business by merger or acquisition without the consent of the other Party.

- 11.5. **Force Majeure.** Except for Customer's obligation to pay amounts due under this Agreement, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its control, including, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.

- 11.6. **Survival.** Anything to the contrary notwithstanding, the following Sections shall survive any termination of this Agreement: 2, 4, 6, 7, 8, 9, 10.4 and 11.