



End User License Agreement

This End User License Agreement (this "Agreement") sets forth the terms and conditions under which iLumen, Inc. ("Provider") licenses to the customer named in the CCH contract (the "CCH Contract") to which this Agreement is attached (the "Customer") the services (the "Services") provided through the Provider's technology platform (the "Platform").

1. License.

(a) So long as Customer pays to CCH the applicable fees required by the CCH Contract and the CCH Contract remains in force (the "Term") Provider hereby grants to Customer a non-exclusive, worldwide right and license to use the Services and Provider's proprietary software and tools (the "Provider Software") as hosted on the Platform but only to the extent required to access the Services.

(b) Customer may not sell, rent, or sub-license the Provider Software or the Services, use the Provider Software or Services in the operation of a service bureau or time-sharing arrangement, use the Provider Software in combination with any software application or program, or otherwise redistribute the Provider Software or the Services to any other Person. Customer may not remove or alter any copyright or trademark notices on the Provider Software or any user manuals or other documentation provided by Provider in connection with the Provider Software (the "Documentation"). Any rights not expressly granted to Customer herein are reserved to Provider.

(c) Customer may not reverse engineer, decompile, or disassemble the executable form of the Provider Software. To the extent that any portion of the source code for the Provider Software is exposed to Customer or capable of being accessed by Customer, Customer agrees that such source code is Proprietary Information of Provider.

(d) All right, title, and interest in and to the Provider Software, the Documentation and the technology and intellectual property that comprise the Platform (as currently exists and as may be in the future modified or enhanced, collectively, the "Provider Technology") is and shall be solely owned by Provider. All right, title, and interest in and to all Customer Technology is and shall be solely owned by Customer. Each party shall take any actions reasonably requested by the other party, at the other party's expense, to perfect and protect the other party's right, title, and interest acknowledged and agreed to in this Section. "Customer Technology" means any hardware, software or intellectual property owned or licensed by Customer other than any Provider Technology.

(e) Customer hereby grants to Provider a non-exclusive, royalty-free, fully-paid, non-assessable, worldwide, perpetual right and license to copy, retain, utilize and otherwise exploit the data Customer processes through the Services (collectively, the "Customer Data"), provided, however, that all such data is de-identified by Provider so that the Customer's identity cannot be determined from such data (the "De-Identified Data"). **Except for Provider's rights to the De-Identified Data, Provider is not acquiring any right, title or interest in or to the Customer Data, all of which shall remain solely with Customer.**

(f) Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of **Sections 1(b)-1(f) and 2 through 11** of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the parties shall each remain liable to the other for any indebtedness or other liability theretofore arising under this Agreement.

2. Customer's Representations and Warranties. Customer hereby represents and warrants to Provider, and agrees that during the Term Customer will ensure that: (a) Customer has secured all necessary licenses, consents, permissions, waivers and releases for the use of the Customer Data and each element thereof, including without limitation, all trademarks, logos, names and likenesses contained therein, without any obligation by Provider to pay any fees, residuals, guild payments or other compensation of any kind to any Person; (b) Customer's use and processing of the Customer Data will not infringe any copyright, patent, trademark, trade secret or other proprietary or intellectual property right of any Person, or constitute a defamation, invasion of privacy or violation of any right of publicity or any other right of any Person, including, without limitation, any contractual, statutory or common law right or any "moral right" or similar right however

denominated; (c) Customer will comply with all applicable laws, rules and regulations regarding the Customer Data and will use the Customer Data and the Services only for lawful purposes; and (d) Customer has used its best efforts to ensure that the Customer Data is and will at all times remain free of all computer viruses, worms, trojan horses and other malicious code.

3. **Provider's Acceptable Use Policy.** Customer will abide by, and utilize the Services only in accordance with applicable law and this Agreement. Customer may not utilize the Services in connection with any illegal activity or any activity that may constitute a tortious act.

4. **Customer's Responsibilities.**

(a) Customer is solely responsible for the quality, performance and all other aspects of the Customer Data, its use of the Services and the acts and omissions of its End Users.

(b) Customer will cooperate fully with Provider in connection with Provider's performance of the Services. Customer must provide any equipment or software that may be necessary for Customer to use the Services. Customer will notify Provider of any change in Customer's mailing address, telephone, e-mail or other contact information.

(c) Customer assumes full responsibility for training and educating its End Users on the proper use of the Services as well as the security and integrity of any Customer user names, passwords, login identifiers and other devices required for the integrity and security of Customer's use of the Services.

5. **Provider Intellectual Property.**

(a) Customer may not use the Provider Technology for any purpose other than accessing and using the Services as provided in Section 1 of this Agreement. Except for such rights, this Agreement does not transfer from Provider to Customer any Provider Technology, and all rights, titles and interests in and to the Provider Technology shall remain solely with Provider. Customer shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any of the Provider Technology.

(b) Provider's trademarks, trade names, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of Provider. Customer may not use any of the foregoing in any advertising, publicity or in any other commercial manner without the prior written consent of Provider. Any feedback, data, answers, questions, comments, suggestions, ideas or the like which Customer sends to Provider relating to the Services will be treated as being non-confidential and non-proprietary. Provider may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever.

6. **Limited Warranty.**

(a) Provider represents and warrants to Customer that the Services will be performed (i) at least at the same level of service as provided by Provider generally to its other customers for the same services; and (ii) in compliance in all material respects with this Agreement. Customer will be deemed to have accepted such Services unless Customer notifies Provider within 30 days after performance of any Services of any breach of the foregoing warranties. Customer's sole and exclusive remedy, and Provider's sole obligation, for breach of the foregoing warranties shall be for Provider to re-perform the defective Services at no cost to Customer. The foregoing warranties shall not apply to performance issues or defects in the Services (i) caused by factors outside of Provider's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties; or (iii) that resulted from Customer's equipment or any third-party equipment not within the sole control of Provider.

(b) EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY SOFTWARE PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND PROVIDER HEREBY EXPRESSLY DISCLAIMS THE SAME ON BEHALF OF ITSELF AND ITS CONTRACTORS, INCLUDING BUT NOT LIMITED TO CCH. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

7. **Limitation of Liability.**

(A) IN NO EVENT WILL PROVIDER'S LIABILITY IN CONNECTION WITH THE SERVICES, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED \$100. PROVIDER'S CONTRACTORS, INCLUDING BUT NOT LIMITED TO CCH, SHALL HAVE NO LIABILITY WITH RELATION TO THE SERVICES OR THE PLATFORM.

(B) NEITHER PROVIDER NOR ITS CONTRACTORS, INCLUDING BUT NOT LIMITED TO CCH, SHALL BE LIABLE IN ANY WAY TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

(c) The limitations contained in this **Section** apply to all causes of action in the aggregate, whether based in contract, tort or any other legal theory (including strict liability), other than claims based on fraud or willful misconduct.

8. **Indemnification.**

(a) Customer shall defend, indemnify and hold harmless Provider, its affiliates and their respective present, former and future officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the "**Provider Indemnitees**"), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) which any of the Provider Indemnitees may suffer, incur or sustain resulting from or arising out of (i) Customer's breach of any representation, warranty, or covenant contained in the Agreement, (ii) the Customer Data, (iii) violation by Customer or any of its officers, directors, employees or agents any applicable law, (iv) claims or actions of third parties alleging misappropriation of trade secrets or infringement of patents, copyrights, trademarks or other claims arising from the use, display or publication of the Customer Data or the use of the Services in combination with hardware, software or content not provided by Provider, and (v) claims or actions by third parties relating to or arising out of Customer's use of the Services.

(b) Promptly after receipt by Provider of a threat of any claim or suit, or a notice of the commencement or filing of any claim or suit, against which Provider may be indemnified hereunder, Provider shall give written notice thereof to Customer, provided that failure to give or delay in giving such notice to Customer shall not relieve Customer of any liability it may have to Provider hereunder, except to the extent that the defense of such claim or suit is prejudiced thereby. Customer shall have sole control of the defense, and of all negotiations for settlement, of such claim or suit. Subject to the foregoing, Provider may participate in the defense of any such claim or suit at Provider's own expense.

9. **Confidentiality; Non-Solicitation.**

(a) Neither party may, without the prior written consent of the other party, use or disclose to any Person any Proprietary Information of the other party disclosed or made available to it, except for use of such Proprietary Information as required in connection with the performance of its obligations or use of the Services hereunder. Subject to **Section 9(b)**, each party will (i) treat the Proprietary Information of the other party as secret and confidential, (ii) limit access to the Proprietary Information of the party to those of its employees who require it in order to effectuate the purposes of this Agreement, and (iii) not disclose the Proprietary Information of the other party to any other Person without the prior written consent of the other party. For the avoidance of doubt, all Customer Data that otherwise satisfies the definition of "Proprietary Information" shall be deemed Proprietary Information but the De-Identified Data will not be deemed to be Proprietary Information.

(b) Notwithstanding Section 9(a), the following shall not be considered Proprietary Information: (i) any information that the receiving party can demonstrate by written documentation was within its legitimate possession prior to the time of disclosure by the disclosing party; (ii) any information that was in the public domain prior to disclosure by the disclosing party as evidenced by documents that were published prior to such disclosure; (iii) any information that, after disclosure by the disclosing party, comes into the public domain through no fault of the receiving party, (iv) any information that is disclosed to the receiving party without restriction by a third party who has legitimate possession thereof and the legal right to make such disclosure; or (v) any

information that, five years after expiration or termination of this Agreement, does not constitute a trade secret under applicable law.

(c) Each party acknowledges that disclosure of any aspect of the Proprietary Information of the other party shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law, and, without prejudice to any other remedy available to the other party, shall entitle the other party to injunctive or other equitable relief. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party all Proprietary Information of the other party (including all copies thereof) in its possession or control.

10. Miscellaneous.

(a) Independent Contractor. Provider and Customer are independent contractors and nothing contained in this Agreement places Provider and Customer in the relationship of principal and agent, master and servant, partners or joint venturers.

(b) Governing Law; Jurisdiction. This Agreement shall be interpreted and enforced in accordance with the substantive laws of the State of Georgia, without regard to its principles of conflicts of law. Any dispute arising under this Agreement or out of performance of the obligations hereunder shall be brought exclusively in the state and federal courts sitting in Fulton County, Georgia and the Northern District of Georgia. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(c) Headings; Entire Agreement; Amendments. The headings herein are for convenience only and are not part of this Agreement. This Agreement supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof and is the sole and entire agreement between the parties with respect to the matters covered hereby. No additional terms or conditions relating to the subject matter of this Agreement shall be effective unless approved in writing by an authorized representative of Customer and Provider. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto.

(d) Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

(e) Notices. All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address for purposes of this Agreement by notice in writing to the other party as provided herein.

(f) Waiver. No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

(g) Assignment; Successors. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that each party may assign this Agreement without the other party's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(h) Counterparts. If this Agreement is signed manually, it may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is signed electronically, Provider's records of such execution shall be presumed accurate unless proven otherwise.

(i) Force Majeure. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

(j) No Third-Party Beneficiaries. Nothing in this Agreement creates or confers any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns.

(k) Government Regulations. Customer may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11. **Definitions**. The following terms have the meanings specified below:

(a) **"End User"** means any Person who accesses the Services on behalf of Customer or with Customer's permission.

(b) **"Person"** means any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association or organization, or government or any agency or political subdivision thereof.

(c) **"Proprietary Information"** means all technical, business and other information of a party that: (i) is not generally known to the public, (ii) derives value, economic or otherwise, from not being generally known to the public or to other Persons who can obtain value from its disclosure or use, and (iii) is subject to efforts that are reasonable under the circumstances to maintain the secrecy thereof.