

TELESCOPE LICENSE AGREEMENT

TERMS AND CONDITIONS

WHEREAS, Telescope provides Offerings (defined below) that its customers may use pursuant to these Terms; and

WHEREAS, Customer desires to license the right to access and use such Offerings as are designated on the Order Form to which these Terms are attached, and Telescope desires to grant a such licenses and rights in accordance with the Terms.

NOW THEREFORE, in consideration of the mutual covenants and agreements in this Agreement, the parties hereby agree as follows:

1. Certain Definitions.

"Customer Inputs" means data, algorithms, methodologies, software code, and other information Customer provides, posts, uploads, publishes, transmits or distributes on or through the Offerings.

"Effective Date" means the date on which the parties have mutually executed an Order Form.

"Fees" means the amounts payable by Customer to Telescope pursuant to this Agreement (including without limitation the applicable Order Form).

"Offerings" means the Telescope product offerings described and designated as being provided to Customer hereunder on the Order Form, which may include Telescope's proprietary software to be installed in Customer's designated cloud environment (**"Software"**) and/or Telescope's proprietary software platform, to be provided as software-as-a-service (**"SaaS"**), in each case to the extent designated on the Order Form.

"Order Form" means a written document that details the Offering procured and is signed by representatives of both Customer and Telescope.

"Subscription Term" means the subscription period identified in the Order Form.

2. Provision of Offerings and Documentation.

2.1. License Grant: Access and Use. During the Subscription Term and subject to the Terms (including any usage limitations set forth in the Order Form), Telescope hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable: (a) license to install and use the Software solely for internal business purposes by Customer and its employees or contractors of who Customer expressly authorizes to use the Software (**"Authorized Users"**); (b) right for Customer and its Authorized Users to access and use the SaaS; and (c) license to use the product documentation provided by Telescope in connection with the Offerings (the **"Documentation"**), in each case solely for Customer's internal use in connection with Customer's use of the Offerings.

2.2. Restrictions. Customer will not use the Offerings or Documentation for any purposes beyond the scope of the rights granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer will not at any time, directly or indirectly: (a) use or copy the Offerings or Documentation, in whole or in part, except as permitted hereunder; (b) use the Offerings or Documentation as a service bureau or otherwise for the benefit of a third party; (c) rent, lease, loan or otherwise in any manner provide or distribute the Offerings or any copy thereof to any third party; (d) misappropriate any data or information from the Offerings or Documentation; (e) gain any unauthorized access to the Offerings or Documentation for any other purpose; (f) modify, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with the Offerings, Documentation, or any security technology, software, or rights management information contained within the Offerings or in any software used to enable the Offerings; (g) modify or remove any copyright, trademark or other proprietary rights notice on any software or other materials contained within the Offerings or Documentation; (h) use the Offerings or Documentation for purposes of developing, using, or providing a product or service that competes with, or provides similar functionality to, the Offerings.

2.3. Usage Data. Telescope may collect, maintain, process and use diagnostic, technical, usage information, including information about Customer's computers, systems

and software (**"Usage Data"**). Customer agrees that all Usage Data is owned solely and exclusively by Telescope, and Telescope accordingly may use such Usage Data for any lawful purpose, including to: (a) provide and maintain the Offerings for Customer; (b) develop and improve the Offerings; (c) monitor Customer's usage of the Offerings; (d) for research and analytics and for Telescope's other business purposes; and (e) share analytics and other derived Usage Data with third parties solely in deidentified or aggregated form. The Offerings may contain technological measures designed to prevent unauthorized or illegal use of the Offerings. Customer acknowledges and agrees that Telescope may use these and other lawful measures to verify Customer's compliance with the terms of this Agreement and enforce Telescope's rights.

2.4. Reservation of Rights. Telescope reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Offerings or Documentation.

2.5. Customer Responsibilities. Customer is responsible for (i) determining the suitability of any Customer Inputs for its intended use by Customer, (ii) obtaining any necessary third party consents, and providing all necessary notices required by applicable laws, prior to providing submitting or exposing Customer Inputs to the Offering (including any personal information in such Customer Inputs); and (iii) as necessary for its intended use, verifying the authenticity and accuracy of the Customer Inputs. Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer will take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Offerings and Documentation and will cause Authorized Users to comply with such provisions. Customer is solely responsible for compliance with applicable laws relevant to its Authorized Users accessing or using the Offerings in any location where its Authorized Users access or use the Offerings.

2.6. Information Security. Telescope will maintain and enforce reasonable safety and security procedures with respect to the SaaS and Software and protection of any of Customer Data that is input into, accessed through or maintained or stored in a database within the SaaS or Software. Among other things, the security procedures are designed to provide technical and organizational safeguards to minimize accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Customer Data, and the security procedures are appropriate given the nature of the Customer Data. Telescope shall promptly report to Customer any compromise of security that it becomes aware of with regard to Customer Data and reasonably cooperate with Customer in investigating the compromise. Telescope will make security assessments of the SaaS and Software from time to time, and may update the Offerings and security procedures based on the results of such assessments. Customer acknowledges that security safeguards, by their nature, are capable of circumvention and that Telescope cannot guarantee that the Offerings and the information contained therein (including Confidential Information) cannot be accessed by unauthorized persons overcoming such safeguards. Except to the extent directly caused by Telescope's breach of this Section 2.6, Telescope

shall not be responsible for any such unauthorized access. Additionally, in no event shall any such unauthorized access constitute a breach by Telescope of its confidentiality obligations under Section 7.

2.7. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Telescope may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SaaS if: (i) Telescope reasonably determines that there is a threat or attack on any of the Offerings; or Customer's or any Authorized User's use of the Offerings disrupts or poses a security risk to the Offerings or to any other customer or vendor of Telescope (any such suspension described in subclause (i) or (ii), a "**Service Suspension**"). Telescope shall use reasonable efforts to provide written notice of any Service Suspension to Customer and provide updates regarding resumption of access to the SaaS following any Service Suspension. Telescope shall use commercially reasonable efforts to resume providing access to the SaaS as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Telescope will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. **Ownership and Data Rights.**

3.1. **Ownership.** As between Telescope and Customer: (a) Customer owns all right, title and interest in and to any and all of its Customer Inputs; and (b) Telescope owns all right, title and interest in and to the Offerings, Documentation, and Usage Data, including but not limited to all intellectual property and other proprietary rights therein and thereto.

3.2. **Customer Data.** Customer hereby grants to Telescope during the Subscription Term a fully paid-up, royalty-free, worldwide, nonexclusive right and license, to access and use the Customer Inputs as necessary to perform its obligations under this Agreement (including administering, providing and improving the features and functionality of the Offerings to Customer). Telescope will process personal data in accordance with the Data Processing Agreement found at <https://www.teleskope.ai/privacy-policy> or otherwise entered into by the parties (the "**DPA**").

4. **Support; Maintenance.** During the Subscription Term, Telescope will provide Customer with email and Slack support services ("**Support**"), as well as updates, upgrades, releases, or other adaptations or modifications of the Software, including any updated Documentation, error corrections, enhancements, improvements, or other changes to the Offerings ("**Maintenance Releases**") that Telescope may, in its sole discretion, make generally available to its customers at no additional charge. All Maintenance Releases provided by Telescope to Customer are deemed Software. Customer will install (or permit Telescope with all necessary access and rights to install) all Maintenance Releases as soon as practicable after receipt and in any event, Customer will not use any release of the Software that is more than twelve (12) calendar months older than the then-most-current release of the Software.

5. **Fees; Payment.** Customer shall pay the Fees set forth in the applicable Order Form in accordance with the payment terms set forth therein. Fees are non-refundable unless Customer terminates this Agreement under Section 6.2. All amounts payable to Telescope under this Agreement shall be paid by Customer to Telescope in full without any setoff or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable laws). Customer will be responsible for the payment of any and all local, state, federal, or foreign taxes, levies, and duties of any nature, including value-added, sales, use, and withholding taxes, excluding only taxes based on Telescope's net income ("**Taxes**"). If Telescope has the legal obligation to pay or collect Taxes for which Customer is responsible under this **Section 5**, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Telescope with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. **Subscription Term and Termination.**

6.1. **Effective Date; Subscription Term.** Unless earlier terminated in accordance with this **Section 6**, this Agreement and the license granted hereunder shall be effective as of the Effective Date and shall continue through the Subscription Term. The Agreement will automatically renew for additional periods equal to additional successive one (1) year periods unless a party provides the other written notice of its intention not to renew at least thirty (30) days prior to the end of the then-current term.

6.2. **Termination for Cause.** Either party shall have the right to terminate this Agreement immediately upon written notice to the other party if the other party breaches or fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party.

6.3. **Effect of Termination.** On the expiration or earlier termination of this Agreement: (a) all rights, licenses and authorizations granted to Customer will immediately terminate, and Customer will immediately cease all use of the Offerings and Documentation; and (b) within five (5) days, each party will return to the other party, upon disclosing party's request, destroy, and permanently erase from all devices and systems directly or indirectly controlled, the other party's Confidential Information (including the Offerings and Documentation) and materials containing any Confidential Information of the other party; and (c) upon request each party will deliver to the other party a certification, in writing signed by a duly authorized representative, that the Confidential Information and all copies thereof have been returned or destroyed, and their use discontinued; provided, however, that neither party shall be obligated to return or destroy Confidential Information to the extent it has been electronically archived by any such party in accordance with its automated security and/or disaster recovery procedures as in effect from time to time. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to such termination; and (b) all amounts payable by Customer to Telescope of any kind are immediately payable and due no later than thirty (30) days after the effective date of the expiration or termination of this Agreement.

6.4. **Survival.** **Sections 1, 2.2, 2.3, 2.4, 2.5, 3, 5, 6.3, 6.4, 7** (for three (3) years after termination or expiration of this Agreement or, with respect to trade secrets, until such trade secrets are no longer protected as such under applicable laws), **8, 9, 11, and 12** shall survive termination of this Agreement.

7. **Confidentiality.** Each party, as a receiving party, agrees to retain in confidence the non-public information and know-how disclosed to it pursuant to this Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient (the "**Confidential Information**"). Notwithstanding any failure to so designate them, the Offerings, the Documentation, the Usage Data, and the Terms shall be Telescope's Confidential Information, and Customer Inputs are Customer Confidential Information. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information, using at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees, officers, affiliates, controlling stockholders, agents, advisors, subcontractors and other representatives as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each party agrees to promptly notify the

other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested. Notwithstanding the foregoing, Confidential Information shall not include information which is: (i) already publicly known without breach of this Agreement; (ii) discovered, created or independently developed by the receiving party without use of, reliance upon, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order; provided that the receiving party shall provide prompt notice thereof and commercially reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto. Each party agrees and acknowledges that any breach or threatened breach of this **Section 7** may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

8. Suggestions and Improvements. Customer may choose to submit comments or ideas about Telescope's products and services, including without limitation the Offerings and Documentation ("**Feedback**"). By submitting any Feedback, Customer agrees that Telescope is free to use the Feedback without restriction and without any additional compensation to Customer

9. Disclaimer of Representations and Warranties.

9.1. TELESCOPE, ON BEHALF OF ITSELF AND ITS LICENSORS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TELESCOPE AND ITS LICENSORS MAKE NO OTHER WARRANTY AS TO THE OFFERINGS. THE PARTIES ACKNOWLEDGE AND AGREE THAT INFORMATION PROVIDED VIA THE OFFERINGS IS INTENDED TO BE INFORMATIVE AND SHOULD NOT BE CONSTRUED AS ADVICE. ACCORDINGLY, TELESCOPE HEREBY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY RELIEVES TELESCOPE FROM, ANY CLAIMS, DAMAGES, COSTS, OR LIABILITIES THAT MAY ARISE FROM OR RELATE TO ANY DECISIONS, ACTS OR OMISSIONS MADE BY CUSTOMER BASED IN WHOLE OR IN PART BASED ON ANY INFORMATION PROVIDED VIA THE OFFERINGS.

10. Indemnification.

10.1. By Telescope. Telescope agrees to defend, indemnify and hold harmless Customer from and against all damages, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) resulting from third-party claims and actions alleging that the Offerings or Customer's use of same in accordance with the terms hereof infringe any patents, copyright, trademark or other intellectual property rights.

10.2. By Customer. Customer shall defend, indemnify, and hold harmless Telescope from and against any and all damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from or relating to: (a) Customer Inputs or Telescope's use thereof permitted by this Agreement; or (b) Customer's or its

Authorized Users' use of and access to the Offerings other than in accordance with this Agreement..

11. Limitation of Liability.

11.1. Liability Caps; Damages Waiver. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO TELESCOPE UNDER THE RELEVANT ORDER FORM DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED, HOWEVER, THAT TELESCOPE'S TOTAL AGGREGATE LIABILITY RELATING TO DATA PRIVACY AND DATA SECURITY (INCLUDING UNDER THE DPA) SHALL NOT EXCEED THREE (3X) TIMES THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO TELESCOPE UNDER THE RELEVANT ORDER FORM DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, NEITHER PARTY NOR ITS LICENSORS WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST OPPORTUNITIES, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS) UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Excluded Claims. As used in this Agreement, "**Excluded Claims**" means: (a) Customer's breach of **Section 2**; (b) either party's breach of its confidentiality obligations under **Section 7**; (c) either party's indemnification obligations under **Section 10** (); and (c) the gross negligence or willful misconduct of either party or its agents.

12. Miscellaneous. Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth in the Order Form (or to such other address that the receiving party may designate from time to time in accordance with this Agreement). Customer grants Telescope permissions to use its name and logo for public identification of the customer as a user of Telescope Offerings. This Agreement and all matters arising out of this Agreement are governed by, and construed in accordance with, the laws of the State of California, without giving effect to any conflict of laws provisions thereof. Either party may institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts in each case located in San Francisco, California. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE JURISDICTION OF THE AFOREMENTIONED COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT. This Agreement together with all Order Forms, the DPA and any exhibits contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision. The parties may not amend this Agreement except by written instrument signed by the parties. No waiver of any right, remedy, power, or privilege under this Agreement is effective unless contained in a writing signed by the party charged with such waiver. No single or partial exercise of any right precludes any other or further exercise thereof or the exercise of any other right. The rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Neither

party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, without the prior written consent of the other party; provided that notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors and permitted assigns, there are no third party beneficiaries under this Agreement. This Agreement may be executed in counterparts, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, an electronic signature or PDF, email or facsimile copy of a party's signature made by reliable means shall be sufficient to bind such party. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are of the same effect as handwritten signatures for the purposes of validity, enforceability, and admissibility.