

# Indicio Proven Terms of Use

**IMPORTANT**-Please read this End-User License Agreement (“EULA”) carefully before clicking the “I Agree” button, downloading or using Proven.

By clicking the “I Agree” button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the “I Agree” button and do not download or use the Application.

This Indicio Proven Sandbox End User License Agreement (“EULA”), made and entered into as of the time and date of click through action (“Effective Date”), is a legal agreement and governs the use of the computer software and the documentation made available for use. By downloading, installing, copying, or otherwise using the software and/or documentation, you agree to be bound by the terms of this EULA.

## 1. License

### 1.1 License Grant.

Indicio grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement.

1.2 Enterprise and Contractor Usage. You may allow your Enterprise employees and Contractors to access and use the Licensed Software pursuant to the terms in Section 1 solely to perform work on your behalf, provided further that with respect to Contractors: (i) you obtain a written agreement from each Contractor which contains terms and obligations with respect to access to and use of Licensed Software no less protective of Indicio than those set forth in this EULA, and (ii) such Contractor’s access and use expressly excludes any sublicensing or distribution rights for the Licensed Software. You are responsible for the compliance with the terms and conditions of this EULA by your Enterprise and Contractors. Any act or omission that if committed by you would constitute a breach of this EULA shall be deemed to constitute a breach of this EULA if committed by your Enterprise or Contractors.

1.3 The use or republication of this software is prohibited without the prior explicit written consent of Indicio, PBC. All usage shall be in compliance with the terms of, and in conjunction with a current and valid Software License and Master Services Agreement issued by Indicio, PBC, and/or any associated Statement of Work entered into between the software user (customer) and Indicio, PBC.

## 2. Restrictions

You agree to below limitations:

2.1 License Restrictions. Except as expressly authorized in this EULA, you agree that you will not (nor allow third parties to): (i) copy and use Software outside of the

authorized software as a service solution; (ii) reverse engineer, decompile, disassemble (except to the extent applicable laws specifically require that such activities be permitted) or attempt to derive the source code, underlying ideas, algorithm or structure of Software provided to you in object code form; (iii) sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the Licensed Software or its functionality to third parties (a) as an application services provider or service bureau, (b) by operating hosted/virtual system environments, (c) by hosting, time sharing or providing any other type of services, or (d) otherwise by means of the internet; (iv) modify, translate or otherwise create any derivative works of any Licensed Software; (v) remove, alter, cover or obscure any proprietary notice that appears on or with the Licensed Software or any copies thereof; (vi) use the Licensed Software, or allow its use, transfer, transmission or export in violation of any applicable export control laws, rules or regulations; (vii) distribute, permit access to, or sublicense the Licensed Software as a stand-alone product; (viii) bypass, disable, circumvent or remove any form of copy protection.

**2.2 Third Party License Obligations.** You acknowledge and agree that the Licensed Software may include or incorporate third party technology (collectively “Third Party Components”), which is provided for use in or with the Software and not otherwise used separately. If the Licensed Software includes or incorporates Third Party Components, then the third-party pass-through terms and conditions (“Third Party Terms”) for the particular Third Party Component will be bundled with the Software or otherwise made available online.

### **3. Confidentiality**

Neither party will use the other party’s Confidential Information, except as necessary for the performance of this EULA, nor will either party disclose such Confidential Information to any third party, except to personnel of Indicio or its Affiliates, you, your Enterprise or your Contractors that have a need to know such Confidential Information for the performance of this EULA, provided that each such personnel, employee and Contractor is subject to a written agreement that includes confidentiality obligations consistent with those set forth herein.

### **4. Modifications to Application**

Indicio reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

### **5. Term and Termination**

This Agreement shall remain in effect until terminated by you or Indicio.

Indicio may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Indicio, in the event

that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

#### **6. 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.

#### **7. Amendments to this Agreement**

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

#### **8. Ownership**

The Licensed Software and all modifications, and the respective Intellectual Property Rights therein are and will remain the sole and exclusive property of Indicio and its licensors, whether the Licensed Software is separate from or combined with any other products or materials. You shall not engage in any act or omission that would impair Indicio's and/or its licensors' Intellectual Property Rights in the Licensed Software or any other materials, information, processes or subject matter proprietary to Indicio.

#### **9. Contact Information**

If you have any questions about this Agreement, please contact us.

[support@Indicio.tech](mailto:support@Indicio.tech)

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