

## 12TONE MATRIX TERMS AND CONDITIONS

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### 1. SCOPE OF AGREEMENT AND GRANT OF LICENSE

1.1. Scope of Agreement. Company develops, markets and licenses certain software programs or individual software programs modules to its end user customers. The Company creates a visual and interactive "document term matrix" utilizing natural language processing (NLP) technology with a product that allows users to search through several documents for a number of search terms simultaneously while giving users text-as-data options to assist in the computational analysis of text. Such software programs and individual software programs modules shall be collectively referred to as the "Licensed Software." Pursuant to the terms of this Agreement, Company grants to Licensee the limited right to access such Licensed Software for the limited purposes and terms described herein (the "Services"). As part of the limited use, Company further grants Licensee the right to use any associated documentation which shall refer to the user manuals and other materials, including report templates and screen layouts made available in any form by Company in connection with or as a component of Licensee's use of the Services (the "Documentation").

1.2. License of Services. Subject to the terms and conditions of this Agreement, Company hereby grants to Licensee a personal, limited, non-exclusive, non-sublicensable, and non-transferable right during the Trial Term to access the Licensed Software (in object code form only) via the Services and to use such Services solely for the purposes set forth in this Agreement. The Licensed Software and Documentation are licensed, not sold, and all right, title and interest to the Services, the Licensed Software and the Documentation and copies thereof remains exclusively with Company and its licensors. Any corrections, updates, including any and all patches, enhancements, updates, upgrades and new versions of the Services that Company makes generally commercially available ("Updates") and/or other software provided to Licensee by Company shall be deemed Licensed Software or Services under this Agreement and shall remain property of the Company.

1.3. Documentation. Licensee shall be entitled to (a) use the Documentation internally solely to support its authorized use of the Services, and (b) only make copies of the Documentation as are reasonably required for it to exercise its rights under clause (a). Any such copies shall include all trademarks or other proprietary legends where and as set forth in the original. Licensee agrees not to provide access to the Documentation to any third party except Authorized Users.

1.4. License Restrictions. Licensee shall not, and shall not attempt to (and shall not authorize or allow any third party to attempt to) download or otherwise obtain a copy of any Licensed Software provided by Company in any form. Additionally, Licensee will not: (i) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Licensed Software or Services in whole or in part; (ii) modify, adapt, create derivative works based upon, or translate the Licensed Software; (iii) copy, install or use the Licensed Software on any of its computer systems or servers; (iv) assign, transfer, re-license or sublicense the Licensed Software or the Services or the use of the Licensed Software or the

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1.5. Authorized Users. The Licensed Software and Services shall be used solely by the Licensee ("Authorized Users"). Any other use is strictly prohibited. Licensee shall cause all Authorized Users to comply with Licensee's obligations under this Agreement and shall be responsible for the actions of all Authorized Users.

1.6. Licensee Compliance with Laws. Licensee acknowledges and agrees that it is Licensee's obligation to comply with all applicable laws and regulations in its use of the Licensed Software, Services and Licensee Data, including those laws and regulations relating to personal data protection and privacy.

## **2. TERM OF AGREEMENT, SUBSCRIPTION TERM AND TERMINATION**

2.1. Term of Agreement. The term of this Agreement shall commence on the date of acceptance of this Agreement and expire exactly three (3) months later. The trial term shall be for three (3) months only ("Trial Term"). Use after the expiration of the Trial Term is strictly prohibited. Company reserves the right terminate Your use of the Licensed Software, Services, or Documentation at any time.

2.2. Termination. Further, Company may, at its option and without further notice, immediately terminate this Agreement and the licenses granted hereunder if You (i) breach any material obligations under this Agreement; (ii) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against You or are adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; or (iii) engage in any harmful, illegal, prohibited, unlawful, unauthorized, or offensive behavior or activity.

2.3. Effect of Termination. Upon the end of the Trial Term and the expiration of this Agreement, Licensee shall immediately cease any and all use of the Licensed Software, Services, and Documentation, return to Company all copies of the Licensed Software, Services, and Documentation, and delete the Licensed Software, Services, and Documentation from any electronic media containing them. Upon Company's request, Licensee shall provide Company with a statement signed by Licensee confirming that Licensee has no copies of the Licensed Software, Services, or Documentation in Licensee's possession and has ceased all use of the Licensed Software, Services, and Documentation. The rights and obligations of the parties with respect to Confidential Information shall survive termination or expiration of this Agreement in accordance with the provisions of this Agreement.

## **3. TRIAL TERM PROGRAM**

Licensees participating in the Trial Term program shall have access to the Licensed Software for three (3) months only. In exchange for such access, Licensee shall provide constructive responses to two separate surveys to be sent to Licensee by Company within ten (10) business days of receipt of such surveys and shall also be required to provide virtual and other feedback to Company as requested during the Trial Term period.

#### **4. LICENSEE DATA**

Licensee Data means any data, information, or material that is provided, submitted and/or otherwise inputted by Authorized Users into the Licensed Software or Services in the course of utilizing the Licensed Software or Services, pertains to Licensee or an Authorized User, or is otherwise provided to Company in connection with Licensee's or an Authorized User's use of the Licensed Software or Services. As between Licensee and Company, Licensee has and shall retain sole and exclusive title and ownership of all Licensee Data and all intellectual property rights therein. Subject to the terms and conditions of this Agreement, Licensee grants to Company a non-exclusive license to use, copy, store, transmit and display Licensee Data during the Trial Term solely for the purpose of providing the Licensed Software or Services to Licensee in accordance with this Agreement and for no other purpose whatsoever. Company shall have the right to accumulate on an anonymous basis, and subject to the terms and conditions of this Agreement, Licensee Data solely to improve the features and functionality of its Services.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

Nothing in this Agreement shall convey, transfer or assign any right, title or interest in Company's Intellectual Property to You. As such, Company retains exclusive ownership of its "Intellectual Property" (as defined below) in existence as of the date of this Agreement or developed by it during the term of this Agreement. For purposes of this Agreement, "Intellectual Property" means all patents, copyrights, design rights, trademarks and service marks, whether registered or unregistered, trade secrets and other proprietary rights owned or licensed by a party during the term of this Agreement, and the software, schematics, diagrams, information, and other tangible embodiments, if any, relating thereto.

#### **6. SECURITY AND PRIVACY POLICY**

Company shall maintain written security policies and procedures which may cover Company's commitment to information security, and such policies and procedures will describe the permissible methods for information transmission, storage, and destruction; information security incident management; authentication rules for the format, content and usage of passwords for end users, administrators, and systems; and access controls. Licensee agrees to comply with any Company privacy policies for customer or other confidential information.

#### **7. CONFIDENTIAL INFORMATION**

Each party agrees that the Licensed Software, Services, the Documentation, Company Intellectual Property, and any information or data, including without limitation, and all other information that the receiving party learns about the disclosing party's business, products, processes, source code, or facilities during the performance of this Agreement, information regarding customers, prices, fees, algorithms, software, computer program listings, documentation, drawings, processes, techniques, technical and marketing information which may be supplied by one party to the other party in connection with this Agreement (the "Confidential Information") are confidential and constitute a valuable asset of the Company.

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#### **8. LIMITED WARRANTY AND DISCLAIMERS**

Company warrants that during the Trial Term, the Services will substantially conform to the specifications contained in the Documentation. Company shall have no liability under the foregoing limited warranty if (i) Licensee modifies the Services without Company's prior written consent; (ii) Licensee fails to give Company written notice of the claimed breach of warranty; (iii) the failure to conform is caused in whole or part by persons other than Company, or by products, equipment or computer programs not furnished by Company; or (iv) Licensee fails to implement any correction, update, enhancement, improvement, expansion or revision thereto which Company has provided to Licensee without additional cost. Licensee shall be exclusively responsible for the supervision, management and control of Licensee's use of the Services and for the application of the Services to Licensee's business.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN BY COMPANY WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES AND DOCUMENTATION. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND THAT THE LICENSED SOFTWARE WILL BE ERROR FREE.

#### **9. LIMITATION OF LIABILITY**

IN NO EVENT SHALL COMPANY BE LIABLE TO YOU FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL COMPANY'S LIABILITY UNDER THIS AGREEMENT EXCEED \$100.

## **10. GENERAL**

10.1. Marketing Usage. Company may use Licensee's name in its marketing materials and on its website pursuant to Licensee's guidelines and trademark usage policies, if any.

10.2. Force Majeure. Notwithstanding anything in this Agreement to the contrary, no default, delay or failure to perform on the part of either party, excluding Licensee's payment obligations, shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due entirely to causes beyond the reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inaction of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters or default of a common carrier.

10.3. Choice of Law. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of the State of Texas, without regard to any conflict of law provisions thereof that would require the application of the laws of any other jurisdiction. The parties hereby submit to the exclusive jurisdiction of the courts located in the State of Texas, both federal and state, and agree that any legal proceeding arising out of this Agreement shall be conducted solely in such courts.

10.4. Export Laws. Neither party shall commit any act or request the other party to commit any act which would violate either the export control laws or regulations of the United States or other export control laws, rules or regulations, as applicable. Licensee shall not export the Licensed Software, Services or underlying technology in contravention of any applicable U.S. or foreign export laws and regulations.

10.5. Waiver. No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

10.6. Assignment. Licensee may not assign this Agreement without the prior written consent of Company. Company may, without Licensee's consent, assign the right to monies due or becoming due. Company may also, without Licensee's consent, assign this Agreement to an affiliate or assign this Agreement in the event of a sale of all or substantially all of Company's assets or stock. In such event, any assignee shall comply with all of the terms and conditions of this Agreement.

10.7. Independent Contractors. This Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Licensee shall have no direction, supervision, or control over Company or its employees. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party without the other party's written consent.

10.8. Entire Agreement. This Agreement contains the entire understandings and agreements between Licensee and Company and supersedes all prior agreements or understandings, oral or written, relating to the subject matter hereof. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Orders) is void.