



## TEST ENVIRONMENT LICENSE AGREEMENT

*(Last Updated: July 6, 2023)*

This Test Environment License Agreement (this "Agreement") enables your organization (the "Company") to obtain access to certain software systems and developer APIs of Arcadia in order to evaluate Arcadia's services in connection with a proposed transaction. Your use of the Services (as defined below) constitutes acceptance of this Agreement on behalf of your Company. If you do not agree to these terms and conditions, you may not use the Services.

### 1. Definitions:

- a. "Aggregated Analytics" shall mean: (i) any data or information collected, received and/or compiled by Arcadia under the terms of this Agreement, and (ii) the results and data from any manipulation, analysis, calculations, or processing of such data, including, without limitation, Company Data, in accordance with this Agreement, which in each of (i), (ii) and (iii) is in an aggregated and anonymized form. All Aggregated Analytics shall be considered Arcadia's Data and Confidential Information.
- b. "Arcadia Data" shall mean shall mean any data, results, ideas, plans, sketches, texts, files, links, images, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials, including, without limitation, statistics, analyses and forecasts, and any similar information that is either owned or licensed by Arcadia and that Arcadia makes available through the Services, excluding Company Data.
- c. "Company Data" shall mean any data, information, content or other materials of any kind uploaded by Company into the Services.
- d. "Enterprise Dashboard" shall mean the user interface provided to enterprise customers of Arcadia through which they can access and manage the Services.
- e. "Enterprise API" shall mean the application programming interface and the webhooks through which enterprise customers of Arcadia can access the Services and connected systems.
- f. "Enterprise Platform" shall mean the Enterprise API, the Enterprise Dashboard, together with the Arcadia Platform and all other computer systems, websites, databases, networks, and other systems and functions of any kind accessible via or connected to the foregoing.
- g. "Services" shall mean the software and professional services provided through the Enterprise Platform.
- h. "Arcadia Platform" shall mean the software as a service platform offered by Arcadia to its customers, including without limitation the services offered through the arcadia.com website.

### 2. License Grant; Proposed Transaction.

- a. Arcadia hereby grants to Company a limited, non-exclusive, revocable license to access and use the Services during the Term (as defined below), solely for the purpose of evaluating the Services in connection with a proposed business transaction (the "Proposed Transaction").
- b. The purpose of the foregoing license grant is solely to evaluate the Services in connection with the Proposed Transaction. As such, Arcadia may implement technical or functional limitations on the Services, which may include, without limitation, data throttling, limited access to certain functions, and use quotas.
- c. The Parties are not obligated to consummate the Proposed Transaction or to enter any other particular course of business or transaction by operation of this Agreement. If the Parties mutually agree to consummate the Proposed Transaction, they shall enter

into a binding written agreement (a "Transaction MSA") in connection therewith, the terms and provisions of which shall govern the Proposed Transaction and the rights and obligations of the Parties in connection therewith, in all respects. Upon entering a Transaction MSA, the terms of such Transaction MSA shall supersede the terms of this Agreement, provided that if the Company again uses any "sandbox" portions of the Services outside the scope of any Transaction MSA, this Agreement shall control.

### 3. Term and Termination.

a. This Agreement shall be effective when you commence use of the Services, and shall continue until terminated as provided in Section 3.b (the "Term").

b. This Agreement may be terminated by either Party immediately upon written notice.

c. Upon any termination of this Agreement, (i) Company shall immediately cease all use of the Services; (ii) Company shall return or destroy any Arcadia materials or confidential information in its possession; and (iii) Arcadia shall have no obligation to retain any Company Data uploaded to or stored in the Services. The following provisions shall survive any termination or expiration of this Agreement: 1, 3.c, 4, 5, 6, 7, 8, and 9 and any other terms which by their nature would or should survive termination.

### 4. Acceptable Uses.

a. Company represents, warrants and covenants that it will comply with all of the following restrictions: (i) Company shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Services; (ii) Company shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services; (iii) Company shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained therein; (iv) Company has obtained all necessary rights, licenses and consents necessary to utilize the Company Data in connection with the Services, and the Company Data shall not infringe, misappropriate or violate any right (including without limitation intellectual property rights and privacy rights) of any third party; (v) except as expressly stated in this agreement, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means and (vi) Company shall not use or leverage the Services or any data contained therein for any commercial endeavor other than evaluation of the Proposed Transaction.

b. Arcadia reserves the right to (i) monitor usage for violation of the foregoing acceptable uses and (ii) to impose data, bandwidth, query or other usage limitations in furtherance of the non-commercial nature of this license.

c. Any violation of this Section 4 shall be a material breach of this Agreement and may result in immediate termination of the license granted herein.

### 5. Ownership.

a. The Services, the Arcadia Data and the Aggregated Analytics, are all the exclusive intellectual property of Arcadia and its licensors and Company does not obtain any right, title or interest therein except as expressly set forth in this Agreement. Arcadia, its suppliers and service providers reserve all rights not granted in the Agreement.

b. Company retains all right, title and interest in and to the Company Data, provided that Company grants Arcadia a license to store, handle, process, transmit and reproduce the Company Data (i) as necessary to provide the Services and (ii) in order to create Aggregated Analytics.

### 6. Confidentiality.

a. Each party (the "Receiving Party") agrees to keep confidential and not to disclose and, except in the performance of its obligations under this Agreement, not to use any confidential or proprietary information related to the technology or business of the other party (the "Disclosing Party") or the Disclosing Party's end users, vendors, suppliers or contractors which is disclosed by the Disclosing Party that the Receiving Party learns or obtains in connection with this Agreement, whether furnished or communicated orally, in writing, electronically, or in any other form or medium, of a confidential or sensitive nature and whether or not expressly designated "Confidential," including without limitation, information relating to products or technology of the Disclosing Party, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, know-how, processes, ideas,

inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information), the terms of this Agreement and the Proposed Transaction (all of the foregoing, "Confidential Information"). Neither Party shall disclose the terms of this Agreement to any third party without the prior written consent of the other (except for its attorneys, accountants, funding sources, and other service providers as necessary, provided that such service providers are bound to maintain the confidentiality thereof). Each Party shall use reasonable precautions to protect the Confidential Information of the other in its possession and employ at least those precautions that such Party employs to protect its own Confidential Information.

b. Notwithstanding anything herein to the contrary, the Parties' obligations with respect to the other Party's Confidential Information shall not apply to: (i) information a Receiving Party can document is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee thereof) enters the public domain; (ii) information known to the Receiving Party prior to the time of receipt from the Disclosing Party; (iii) information received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party; or (iv) information independently developed by the Receiving Party or its agents without reference to or reliance upon Confidential Information of the Disclosing Party.

c. Receiving Party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the extent required to be disclosed to a governmental entity or agency in connection with any application for governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency, provided however, that reasonable measures shall be taken by Receiving Party to guard against disclosure of Disclosing Party's Confidential Information, including without limitation, seeking appropriate confidential treatment or a protective order, and notifying and assisting the Disclosing Party to do so, in each case at the Disclosing Party's expense.

#### 7. No Warranties; Disclaimer; Indemnification; Liability for Users.

a. COMPANY'S USE OF THE SERVICES IS AT COMPANY'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Arcadia expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Arcadia makes no warranty that (i) the Services will meet the Company's requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by Company through the Services will meet Company's expectations.

b. Company expressly agrees that Arcadia will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data, or other intangible losses (even if Arcadia has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to Company Data; (iv) statements or conduct of any third party on the Services; or (v) any other matter relating to the Services. In no event will Arcadia's total liability to Company for all damages, losses, or causes of action exceed one hundred dollars (\$100).

c. Company agrees to release, indemnify, and hold harmless Arcadia, its affiliates, and its and their respective officers, employees, directors, members, and agents from any and all losses, damages, costs, expenses (including reasonably attorneys' fees), rights, claims, actions of any kind arising out of or relating to Company's use of the Services.

d. Company is responsible, and principally liable, for use of the Services by its employees, agents, contractors and representatives (its "Users"), including without limitation the User's compliance with this Agreement.

8. Severability. If any term, provision or part of this Agreement is to any extent held invalid, void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

9. Miscellaneous. This Agreement represents the entire understanding of the Parties and supersedes all prior written or oral agreements with respect to the subject matter hereof. A waiver of any default is not a waiver of any subsequent default. Headings are provided for convenience only and shall not be construed to alter the meaning of any provision. This Agreement shall be governed by,

and construed in accordance with, the laws of the State of Washington, D.C., without regard to its conflict of laws provisions. Any proceeding related to this Agreement shall be brought only in a court of competent jurisdiction located in Washington, D.C., and each party irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY ARCADIA IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Arcadia will also update the "Last Updated" date at the top of the Agreement. If Arcadia makes any material changes, Company will be notified at the contact e-mail address provided. Any changes to the Agreement will be effective immediately for new users of the Services, and will be effective thirty (30) days after posting notice of such changes for existing Users, provided that any material changes shall be effective for existing Users upon the earlier of thirty (30) days after posting notice of such changes on the Services or thirty (30) days after dispatch of an e-mail notice of such changes. Arcadia may require Company's consent to the updated Agreement in a specified manner before further use of the Services is permitted. If Company do not agree to any change(s) after receiving a notice of such change(s), Company and its Users shall stop using the Services. Continued use of the Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE ARCADIA ENTERPRISE WEBSITE TO VIEW THE THEN-CURRENT TERMS.