

## LiveAlumni License Agreement

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### 1. IntellectSpace LiveAlumni.

This LiveAlumni License Agreement (“Agreement”) is effective between IntellectSpace Corporation, a Washington corporation (“IntellectSpace”), having a principal place of business at 133 Queen Anne Avenue North Suite 100, Seattle, WA 98109, USA, and the organization agreeing to these terms (“Licensee”). IntellectSpace and Licensee collectively are the “Parties” to this Agreement. IntellectSpace agrees to provide the Licensee with access to IntellectSpace LiveAlumni according to the terms of this Agreement. The data, text, graphics, images, and analysis contained in IntellectSpace’s LiveAlumni, excluding integrated data provided by Licensee, but inclusive of any such materials licensed by IntellectSpace from third-party information providers (“Information Providers”), and any portion thereof, shall hereinafter be referred to, individually and collectively, as “LiveAlumni.”

### 2. Grant of License.

#### **LiveAlumni License**

(i) Grant of License. Subject to the terms and conditions contained in this Agreement, including the terms and conditions of the statement(s) of work agreed by the Parties, IntellectSpace hereby grants to Licensee a non-exclusive, non-concurrent, non-transferable, and non-sub-licensable right, to access and utilize LiveAlumni and integrate the certain number of records licensed and authorized by the terms in the Invoice & Statement of Work, solely for internal use in Licensee’s business. The Statement(s) of Work may be superseded from time to time by a later-executed Statement of Work which shall replace its predecessor as a component of this Agreement.

(ii) Use and Attribution. Except as expressly set forth herein, Licensee will not copy, distribute, resell or modify LiveAlumni, except integrations, modifications and customizations approved in writing by IntellectSpace, in whole or in part, or create derivative products from LiveAlumni, in whole or in part. Licensee may use elements of LiveAlumni in printed research reports, portfolio performance analyses, and similar publications, provided that such elements shall in each case be limited to data on an individual company or industry sector. In all such cases, Licensee shall include

written source attribution to IntellectSpace, and to any data source or Information Providers credited by IntellectSpace in LiveAlumni. Licensee shall not present LiveAlumni in any misleading or defamatory manner.

(iii) Data Integrity. Neither IntellectSpace, including any of its affiliates, nor any of IntellectSpace' Information Providers: (1) has opined on the merit of any of these entities (individual, companies, learning institutions, organization, government bodies) included in LiveAlumni; or (2) has endorsed or sponsored any of these entities. The information contained in LiveAlumni is provided for informational and educational purposes only, and nothing contained herein should be construed as or relied upon as investment advice, either on behalf of a particular security, company or an overall investment strategy.

All information contained in LiveAlumni is obtained by IntellectSpace from sources believed by IntellectSpace to be accurate and reliable. Because of the possibility of human, mechanical, and computer software error as well as other factors, neither IntellectSpace nor the Information Providers are responsible for any errors or omissions. **ALL INTELLECTSPACE DATA, INCLUDING LIVEALUMNI, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.** IntellectSpace and the Information Providers make no representations and disclaim all express, implied, and statutory warranties of any kind to Licensee and/or any third party including warranties as to accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose.

(iv) Limitations of Legal Actions and Limitations of Liability. Unless due to willful tortious misconduct or gross negligence, neither IntellectSpace nor the Information Providers shall have any liability in tort, contract, or otherwise (and as permitted by law, product liability), to Licensee and/or any third party.

Neither IntellectSpace nor the Information Providers shall under any circumstance be liable to Licensee (and/or any third party) for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if IntellectSpace has been advised of the possibility of such damages.

Some U.S. states and foreign countries provide rights in addition to those above or do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages. Therefore, the above limitations may not apply to Licensee or there may be state provisions which supersede the above. Any clause of this Disclaimer declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder. The terms of the Disclaimer may only be amended in a writing signed by IntellectSpace and are governed by the laws of the State of Washington.

(v) No Reverse Engineering. Licensee shall not reverse-engineer, circumvent, disassemble, translate, or decompile any computer software component of LiveAlumni, or use, copy, distribute, modify, download or otherwise extract LiveAlumni data or any portion thereof by means of electronic agents, computer programs, screen scraping technologies, or any other method.

(vi) Access. Licensee shall have web access to LiveAlumni. Licensee acknowledges and agrees that no User account may be used to grant access to anyone other than Licensee, including, without limitation, Licensee's customers. All passwords shall be treated as Confidential Information, as that term is described herein and if Licensee believes that any password is being used by someone other than as licensed hereunder, Licensee must notify IntellectSpace immediately.

### **3. Withdrawal of Service.**

IntellectSpace may cancel access to all or part of LiveAlumni if (a) LiveAlumni (or part thereof) becomes the subject of a claim that such service infringes the rights of any third party or that IntellectSpace otherwise does not have the right to permit others to use it; (b) LiveAlumni (or part thereof) violates any applicable law or regulation; or (c) IntellectSpace for any reason discontinues LiveAlumni (or part thereof). If IntellectSpace cancels all or any part of LiveAlumni, IntellectSpace shall notify Licensee of such in a commercially reasonable manner and shall refund, pro rata, any fees paid in advance for the cancelled portion of LiveAlumni.

### **4. Intellectual Property.**

(i) Ownership. Licensee acknowledges and agrees that IntellectSpace has all right, title, and interest in and to LiveAlumni, including, without limitation, all ownership and intellectual property rights (including, without limitation, patent rights, copyright rights, trademark rights, trade secret rights, rights of publicity, rights of privacy, sui generis database rights, moral rights, and other intellectual property or proprietary rights) everywhere in the world. Licensee further acknowledges and agrees that LiveAlumni is and shall remain the sole and exclusive property of IntellectSpace.

(ii) IntellectSpace Marks. Licensee acknowledges and agrees that IntellectSpace is the sole owner of, and retains all right, title, and interest in and to, the trademarks, trade names, logo, and service marks ("IntellectSpace Marks") used in connection with LiveAlumni, and that, except as specifically set forth herein, nothing contained in this Agreement grants Licensee the right to use any IntellectSpace Mark.

(iii) Notice of Infringement. Licensee shall promptly advise IntellectSpace of any possible infringement of any IntellectSpace Marks, copyrights, trade secrets, or other intellectual property rights, or any use of LiveAlumni in violation of this Agreement.

(iv) Copyright Rights. Licensee acknowledges that LiveAlumni and its visual graphical presentation is protected by U.S. and international copyright law and agrees not to incorporate it in any documents, web sites, reprints, assembly, disassembly, distribution, or transmittal, except for Licensee's internal use. Except as specifically set forth herein, Licensee may not use LiveAlumni in any fashion that infringes IntellectSpace' copyright or proprietary interests therein.

(v) Survival. No integrations with Licensee's data bases and/or information sources and/or systems and applications (including hardware and/or software), as well as customizations or any other modifications of LiveAlumni, permitted in written by IntellectSpace, may override the provisions of Sections 4, Intellectual Property.

## **5. Protection of Data.**

(i) IntellectSpace shall have the right to audit Licensee's use of LiveAlumni to ensure compliance with the terms hereof but in no event more than two (2) times in any given calendar year upon ten (10) days written notice.

(ii) Licensee shall bear the sole responsibility for complying with all local, state, and federal laws pertaining to the use and disclosure of any data derived from LiveAlumni.

## **6. Term.**

This Agreement is effective as first written above ("Effective Date") and shall have an initial term of one (1) year. At the end of the first year, and at the end of each subsequent year, this Agreement will auto-renew for one (1) additional year unless cancelled in accordance with this Agreement (the "Term"). Either Party may cancel with a thirty (30) day written notice prior to the renewal date.

## **7. Fees and Terms of Payment.**

(i) Fees. In consideration of the rights granted to Licensee in this Agreement, Licensee will pay IntellectSpace all fees and charges as set forth in the Statement of Work, at the time of execution. All future fees shall be payable in advance and shall be paid within thirty (30) days of receipt of invoice from IntellectSpace.

(ii) Late Payments. All amounts owed hereunder not paid when due and payable will bear interest from the date such amounts are due and payable at the lesser of (a) one and one-half percent (1.5%) per month and (b) the highest rate permissible under applicable law. If any invoices from IntellectSpace exceed ninety (90) days

outstanding from the invoice date, IntellectSpace shall have the right to suspend Licensee's access to LiveAlumni until all invoices are less than forty-five (45) days outstanding.

(iii) Taxes. In addition to the amounts set forth above, Licensee will pay to IntellectSpace or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value-added, or other taxes payable under this Agreement (other than taxes levied or imposed on IntellectSpace income). In all cases, the amounts due under this Agreement will be paid by Licensee to IntellectSpace in full without any right of set-off or deduction.

## **8. Performance Standards.**

DUE TO THE INHERENT UNRELIABILITY OF THE INTERNET, COMPUTERS, AND OTHER TCP/IP-ENABLED NETWORK CONNECTIONS PROVIDED BY INTERNET SERVICE PROVIDERS, INTELLECTSPACE, ITS AFFILIATES, AND INFORMATION PROVIDERS SHALL HAVE NO LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY LOSS, EXPENSE, OR DAMAGES RELATING TO REDUCED PERFORMANCE, ACCURACY, INTERRUPTION, AVAILABILITY OR TERMINATION OF THE INTELLECTSPACE SERVICES. LICENSEE AGREES TO HOLD INTELLECTSPACE, ITS AFFILIATES, AND INFORMATION PROVIDERS HARMLESS FROM AND AGAINST SUCH LOSS, EXPENSE, OR DAMAGES BASED UPON ANY THIRD PARTY CLAIMS.

## **9. Support.**

For the Term of this Agreement and for no additional fee, IntellectSpace will provide technical assistance as necessary to support Licensee's use of LiveAlumni.

## **10. Confidentiality.**

"Confidential Information" means any information regarding the terms of this Agreement (other than the fact of its existence or the name and address of each party), LiveAlumni, and any information, in whatever form, regarding the business or operations of IntellectSpace or Licensee that the disclosing party designates as confidential at the time of disclosure; provided that Confidential Information shall not include information that (a) at or prior to the time of disclosure by the disclosing party was known to the receiving party through lawful means; (b) at or after the time of disclosure by the disclosing party becomes generally available to the public through no act or omission on the receiving party's part; (c) is developed by the receiving party independent of any Confidential Information it receives from the disclosing party; (d) the receiving party receives from a third party free to make such disclosure without breach of any legal obligation; or (e) is required by regulation or law to be disclosed. The receiving party acknowledges the confidential nature of the

disclosing party's Confidential Information and agrees that it shall not disclose the disclosing party's Confidential Information for any purpose other than as contemplated hereby, without the express prior written consent of the disclosing party.

Each party hereto agrees to take reasonable precautions (no less rigorous than each party takes with respect to its own comparable Confidential Information) to prevent unauthorized or inadvertent disclosure of the other party's Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of a disclosing party pursuant to any statute, regulation, court order, subpoena, or document discovery request, provided that prior written notice of such disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek, at its own expense, a protective order (it being agreed that if the disclosing party is unable to obtain or does not seek a protective order and the receiving party is legally compelled to disclose such information, disclosure of such information may be made without liability hereunder). In any event, the party required to make such disclosure shall use diligent efforts to limit disclosure and to have the confidentiality of such information maintained by the court.

#### **11. Limitation of Liability.**

(i) Force Majeure. Neither party will be liable for any failure to perform any obligation hereunder, or for any delay in the performance thereof, due to causes beyond its control (each a "Force Majeure"), including, but not limited to, acts of God, war, terrorism, or riot; embargoes; strikes or other industrial disputes; acts of civil or military authorities; denial of or delays in processing of export license applications; fire, floods, earthquakes, or other accidents; or fuel crises or failures of telecommunications or electric power; provided that such party gives prompt written notice thereof to the other party.

(ii) Special Damages. Under no circumstances will either party be liable for any indirect, incidental, special, or consequential damages with respect to the subject matter hereof, including lost profits, regardless of whether such damages could have been foreseen or prevented by either party.

(iii) Aggregate Liability. Except for the parties' obligations under Section 13 and to the extent permitted by law, in no event will the aggregate liability of either party to the other party or to any third party for damages, direct or otherwise, arising out of or in connection with this Agreement exceed the total value of the fees payable to IntellectSpace during the Term regardless of the cause or form of action; provided, however, that the foregoing limitation on liability shall not apply to any intentional violation by Licensee of the provisions of Sections 2, 4, and 5 hereof.

## **12. Representations and Warranties.**

(i) General. Each party hereto represents and warrants that (a) it has the full power and authority to enter into and fully perform this Agreement in accordance with its terms; and (b) the execution, delivery, and performance of this Agreement will not violate rights granted by such party to any third party or violate the provisions of any agreement to which it is a party or violate any applicable law or regulation, including those regarding export control.

(ii) IntellectSpace Warranties. IntellectSpace represents and warrants that it is the owner of LiveAlumni.

(iii) EXCLUSION OF WARRANTIES. TO THE EXTENT PERMITTED BY LAW, INTELLECTSPACE AND ITS INFORMATION PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED OR INCURRED BY LICENSEE OR ANY THIRD PARTY ARISING OUT OF ANY FAULTS, INTERRUPTIONS, OR DELAYS IN THE INTELLECTSPACE SERVICES OR ANY INACCURACIES, ERRORS, OR OMISSIONS IN LIVEALUMNI. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NO WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS (AS USED IN THIS SECTION, "WARRANTIES") ARE MADE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY MADE BY THE OTHER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

## **13. Indemnification/Injunctive Relief.**

(i) Indemnification by Licensee. Licensee shall indemnify and hold IntellectSpace harmless from and against any and all liabilities, damages, awards, settlements, losses, claims, and expenses, including reasonable attorney's fees and costs of investigation ("Damages"), due to any claim by a third party relating to or arising out of (a) the use of LiveAlumni by Licensee, (b) a breach or violation of this Agreement by Licensee, (c) any other activities of Licensee, including infringement on any third party's intellectual property rights, or (d) as specifically provided for herein.

(ii) Indemnification by IntellectSpace. IntellectSpace shall indemnify and hold Licensee harmless from and against any and all Damages due to any claims by a third party that LiveAlumni infringes on any third party's intellectual property rights; provided that (a) the relevant claim does not arise from any modification made by Licensee to LiveAlumni; (b) that Licensee allow IntellectSpace to control, and cooperate with IntellectSpace in, the defense or any related settlement negotiations; and (b) the relevant claim does not concern usage of LiveAlumni in a manner that IntellectSpace notified Licensee LiveAlumni should not be used.

(iii) Notice and Participation. A party seeking indemnification pursuant to this Section 13 (an "Indemnified Party") from or against the assertion of any claim by a third party will give prompt notice to the party from whom indemnification is sought (the "Indemnifying Party"); provided, however, that failure to give prompt notice will not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Indemnifying Party and the Indemnified Party will reasonably cooperate in the defense or prosecution of any third-party claims.

(iv) If such a claim is made or appears possible under this Section, IntellectSpace may, at its option, secure for Licensee the right to continue to use LiveAlumni, modify or replace LiveAlumni so that it is not infringing, or, if neither of the foregoing options is available in IntellectSpace' judgment, terminate this Agreement by paying Licensee a credit equal to the portion of previously paid fees allocable to the remaining term of this Agreement. THIS SECTION STATES INTELLECTSPACE'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

(iv) Injunctive Relief. LiveAlumni contains valuable trade secrets of IntellectSpace, its affiliates and its Information Providers, and any material breach of this Agreement will cause IntellectSpace and its Information Providers irreparable injuries for which there are no adequate remedies at law. Therefore, in the event of any such breach, IntellectSpace and its Information Providers shall be entitled to obtain equitable relief without having to prove the amount of monetary damages or that no adequate remedy at law exists, in addition to any other rights or remedies provided by this Agreement or otherwise available at law or in equity.

#### **14. Termination.**

(i) Termination for Breach. In addition to any other remedy available at law or in equity, either party may terminate this Agreement immediately, without further obligation to the other party, in the event of any material breach of this Agreement by the other party that is not remedied within thirty (30) days following written notice of such breach; provided that IntellectSpace may terminate this Agreement immediately for any breach of Sections 2 or Section 5 that is not remedied within five (5) days following written notice to Licensee of such breach.

(ii) Termination for Bankruptcy. Either party shall have the right to terminate this Agreement immediately in the event of the other party's making an assignment for the benefit of its creditors, the filing of a voluntary petition, or if an involuntary petition and such petition has not been dismissed within ninety (90) days of filing thereof, under any applicable bankruptcy or insolvency law, or the appointment of a trustee or receiver or any equivalent thereof for the other party or its property.

(iii) Termination for Convenience. Licensee may at any time terminate this Agreement immediately upon written notice to IntellectSpace.

(iv) Rights upon Termination. Upon termination of this Agreement for any reason, all rights granted to Licensee hereunder shall terminate.

## **15. General.**

(i) Similar Agreements. No provision of this Agreement shall be deemed to restrict or limit IntellectSpace' right to market, sell, distribute, display, or otherwise provide access to LiveAlumni directly or indirectly anywhere in the world, or to enter into contracts, grant licenses, or otherwise make arrangements with any other party to market, sell, distribute, display, or otherwise provide access to LiveAlumni anywhere in the world

(ii) Controlling Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any of its conflict of law principles. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate shall be determined by binding arbitration in Seattle, Washington, United States, before one arbitrator. The arbitrator must be: (i) a lawyer licensed to practice law in the United States with a minimum of fifteen (15) years of legal practice or senior level business experience or a retired judge with a minimum of five (5) years of service on the bench, (ii) an individual with at least five (5) years of experience as an arbitrator, and (iii) on the roster of neutrals of the AAA or similar nationally recognized ADR organization. The Parties explicitly disclaim any applicability of the U.N. Convention on Contracts for the International Sale of Goods to this Agreement. All arbitration proceedings will be conducted in English. The arbitration shall be administered under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and administered by the AAA. Judgment on the award may be entered in any court having jurisdiction in the State of Washington. This section shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in the State of Washington.

(iii) Attorneys' Fees and Costs. Should either party, through any court of competent jurisdiction or otherwise, successfully enforce any of the terms and conditions of this Agreement against the other party, the non-prevailing party will- pay to the prevailing party its costs, including reasonable attorneys' fees if ordered to do so by the court.

(iv) Notices. Except as otherwise provided herein, whenever any notice, request, consent, approval, or other communication shall be given by one party to the other, such communication shall be delivered by registered or certified mail, or by courier,

return receipt requested, to the addresses provided in this Agreement and the Statement of Work.

(v) Assignment. This Agreement will be binding upon and inure to the benefit of the parties, their respective personal representatives, and permitted successors and assigns. Licensee may not assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement without the express prior written consent of IntellectSpace, such consent not to be unreasonably withheld, but in no event to any entity that (a) IntellectSpace considers a competitor; (b) could harm IntellectSpace reputation; or (c) lacks sufficient assets to meet Licensee's obligations hereunder. IntellectSpace reserves the right, in its sole discretion, to assign this Agreement to a controlled subsidiary or business successor of IntellectSpace. Each party will respond to any written request for consent within thirty (30) days of receipt of such request, failing which consent will be deemed granted.

(vi) Relationship between the Parties. No joint venture, partnership, agency, or fiduciary relationship exists between the Parties, and the Parties do not intend to create any such relationship by this Agreement.

(vii) IntellectSpace shall not be liable or be deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond the reasonable control of IntellectSpace, including but not limited to equipment, or telecommunications failure; labor dispute; or failure of any third party to perform any agreement with IntellectSpace that adversely affects IntellectSpace' ability to perform its obligations hereunder

(viii) Amendments and Waivers. This Agreement may not be amended, modified, or suspended unless expressly agreed to in writing by authorized representatives of both Parties. The failure of either party at any time or times to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same.

(ix) Entire Agreement. This Agreement, including the Licensee Information, the Mutual Confidentiality Agreement, and the Statement(s) of Work, represents the entire agreement of the Parties and supersedes any representations, discussions or negotiations not expressly incorporated herein.

(x) Severability. If any provision of this Agreement, not being of a fundamental nature, is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of the Agreement will not be affected.

(xi) Survival. The provisions of Sections 4, 5, 10, 11, 13 and 15 of this Agreement will survive the termination of the Agreement.