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- h. "**User**" means any person who uses the Software or Services pursuant to the applicable Agreement and this EULA.

2. License.

- a. Grant. In consideration of the payment of the license fees, Licensor grants You the world-wide, non-transferrable, non-assignable and non-exclusive right to the use of the Software or Services and related data and related materials subject to the following terms and conditions. In all instances, Licensor reserves all rights not expressly granted to You. The Software or Services is solely for Your use and the use of Your affiliates, contractors and third parties who require the information for a purpose directly related to Your authorized use of the Software or Services.
- b. Confidentiality. The Software and Services and related Documentation contain confidential trade secrets of Licensor. You agree to hold in confidence, not disclose and not use (except as expressly provided herein) the Software and Services and related Documentation and ensure that there is no breach, compromise or violation by Your employees, consultants, or independent contractors of such confidentiality obligations and Licensor's trade secrets. You recognize and agree that there is no adequate remedy at law for a breach of this Section 2.b., that such breach would irreparably harm Licensor for which monetary damages would not be an adequate remedy and that Licensor is entitled to equitable relief (including, without limitation, temporary restraining orders, preliminary injunctions, and permanent injunctions) with respect to any such breach or potential breach in addition to any other remedies available under State and/or Federal Law, including the Defend Trade Secrets Act (DTSA) of 2016, 18 USC 1836(b) which provides for seizures.
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3. Scope of Rights. Licensee may:

- a. Access and use the Licensed Software and Services at your Site for Your own business purpose; and
- b. In support of Your authorized use of the Licensed Software and Services, store the Software and Service's machine-readable instructions on Site, transmit it through, and display it on machines associated with authorized Users.

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- a. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Software and Services and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto) and Documentation, subject only to the rights and privileges expressly granted to You by Licensor. This EULA does not provide You with title or ownership of the

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- b. You agree to not use, copy, modify, or distribute the Software and Services (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor. You agree to not reverse assemble, reverse compile, or otherwise translate the Software or Services. Your rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Software or Services in their entirety to (1) a successor in interest of Your entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to Licensor, enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs. You agree that Licensor may collect and use technical information to facilitate product support and updates.
 - c. You acknowledge that, in the event of Your breach of any of the foregoing provisions, Licensor will not have an adequate remedy in money or damages. Licensor shall therefore be entitled to obtain a temporary restraining order, preliminary injunction and permanent injunction against such breach from any court of competent jurisdiction immediately upon request. Licensor's right to obtain injunctive relief shall not limit its right to seek further remedies.
 - d. If a third-party claims that the Software and Services infringes its patent, copyright, or trade secret, or any similar intellectual property right, Licensor will defend You against that claim at Licensor's expense and pay all damages that a court finally awards, provided that You promptly notify Licensor in writing of the claim, and allow Licensor to control, and cooperate with Licensor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, You agree to permit Licensor to enable You to continue to use the Software and Services, or to modify or replace the Software and Services. Licensor has no obligation for any claim based on Your modification of the Software and Services or its combination, operation, or use with any product, data, or apparatus not specified in writing or provided by Licensor, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by Licensor. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.
5. **Restrictions.** Except as expressly authorized, You agree not to and shall not use, rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, create derivative works of, time share or dispose of the Software and Services or Documentation, or any part thereof. You may use the Software and Services and Documentation solely for Your business purposes. Except as noted in Section 3.b., You may not use the Software and Services to provide any services to third parties.
6. **Assignment.** Licensee may not assign or otherwise transfer in whole or in part or in any manner any rights, obligations, duties, or any interest in or under this Agreement without

the prior written consent of the Licensor and any attempted assignment will be void. A merger or other acquisition by a third party will be treated as an assignment.

7. **Support.** Licensor shall support the Software and Services to ensure they are available to You in accordance with this Agreement. Licensor may enhance or improve the Software and Services performance and appearance from time to time and provide customer support for those changes for all active accounts.
8. **Your Responsibilities.** You are responsible for selecting an administrator who is qualified to operate the Software and handle our Services and is familiar with the information, hardware infrastructure, and reports that serve as input and output of the Software and Services. Licensor reserves the right to refuse assistance or to charge additional fees if an administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software or Services. Except as agreed otherwise, Licensor assumes no responsibility for obtaining or providing any equipment or hardware to You or Your authorized Users. While we will provide suggestions for hardware or necessary equipment, you are also responsible for ensuring a proper environment and proper utilities for Your computer systems that access the Software and Services to ensure that they will operate efficiently, including an uninterrupted power supply and high speed network and internet connections. Except as agreed otherwise in writing, Licensor assumes no responsibility under this Agreement for third party hardware or equipment, or for converting Your data files for use with the Licensed Software and Services.
9. **Limited Warranty and Limitation of Liability.**
 - a. For so long as the Licensee is an active customer of CT in good standing under the applicable Agreement, Licensor warrants the performance of the Software and Services to conform in all material respects to the specifications for the current version of the Software. This warranty is expressly conditioned on Your observance of the operating, security, and data-control procedures set forth in the Documentation provided to You or included with the Software and Services, which may be revised at the sole discretion of the Licensor.
 - b. Licensor is not responsible for obsolescence of the Software that may result from changes in Your requirements. The foregoing warranty shall apply only to the most current version of the Software.
 - c. As Your exclusive remedy for any material defect in the Software or Services for which Licensor is responsible, Licensor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Licensor does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, Your exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Software or Services. Licensor shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software or Services if You have made any changes whatsoever to the Software or Services, if the Software or Services has been misused or

damaged in any respect, or if You have not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof.

- d. EXCEPT AS EXPRESSLY SET FORTH IN THIS EULA, LICENSOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
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11. High Risk Activities. The Software and Services is not fault-tolerant and is not designed, manufactured or intended for use or resale in hazardous environments regarding fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software and Services could lead directly to death, personal injury, or severe physical or environmental damage (“High Risk Activities”).

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13. **U.S. Government End Users.** If You are an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software or Services, related Documentation manuals, or any technical specifications, or any related documentation of any kind, including technical data (collectively for purposes of this section referred to as "Documentation"), is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The Software is commercial computer Software, the Services are commercial Services, and the Documentation is commercial computer Software documentation. The use of the Software, Services, and Documentation is further restricted in accordance with the terms of this EULA, or any modification thereto. You shall ensure that each copy used or possessed by or for the Government is labeled to reflect the foregoing. Use by, reproduction by, or disclosure to governments of other countries is subject to applicable laws.
14. **Force Majeure.** Licensor shall not be liable for failure to perform due to unforeseen circumstances or causes beyond their reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, accidents, strikes, inability to secure transportation, fuel, energy, labor or materials. Time for performance may be extended by the amount of any delay at CT's sole discretion.
15. **Compliance with Laws.** You shall use the Software and Services in compliance with all applicable laws and regulations. You agree that You shall not rely on the Software or the Services as a means for your own compliance with any applicable law or regulations.
16. **Miscellaneous.** You agree that the "United Nations Convention on the International Sale of Goods" does not apply to both this EULA and any applicable Agreement. You consent to the sole jurisdiction and venue of the state and federal courts of Mobile County, Alabama. You may not assign this EULA without the written consent of Licensor. No modification of this EULA shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is

sought. Any notices required or permitted under this EULA shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, as well as by email. In the event that any of the terms of this EULA is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this EULA and all the remaining terms of this EULA shall remain in full force and effect.

17. TrueSpam License - This Agreement describes the requirements and limitations governing End User access and use of the Licensed Data and the Service as defined in this Agreement. Licensor has been granted a limited license to resell TrueCNAM(“TrueSpam”) service and access to the Licensed Data, provided End User complies with the terms of this Agreement. CT hereby grants End User a limited, revocable, non-exclusive, non sub-licensable, non-assignable and non-transferable license to the Licensed Data. The Licensed Data remains the sole and exclusive property of TrueCNAM, and End User receives no right, title, or ownership interest in or to the Licensed Data. Contesting the ownership of the Licensed Data is a material breach of this Agreement.

- 1. Licensed Data** (“Licensed Data”) will include (i) a specific E.164 telephone number, (ii) the TrueSpam score for that specific Telephone Number.
- 2. Licensed Data storage.** End User may store Licensed Data only on systems owned or operated by the End User. End user may store data for the following purposes: (i) logging and debugging (ii) call reports and analytics (iii) displaying the Licensed Data in Call History report for a call queried. End User agrees that (i) accessing a stored TrueSpam score for any new call that arrives, (ii) copying a stored TrueSpam score to another system or location, other than systems operated by CT, (iii) reselling a stored TrueSpam score, (iv) utilizing a stored TrueSpam score for any other purpose, are material breaches of this Agreement. Licensed Data may be stored only by End User, within systems owned or operated by that End User.
- 3. Limited storage period of Licensed Data.** CT has designed its software to delete Licensed Data (the TrueSpam “Score”) stored in End User system after 60 days in compliance with TrueSpam licensing agreements. Classifications such as “low”, “medium”, “high” will remain in the database for reporting.
- 4. Only Queries from CT Software.** End User may only perform Queries for: (i) requests initiated by a call event from CT Software or (ii) limited testing and debugging of CT’s software. End User may only access TrueSpam API except through CT’s software.
- 5. Related Entity.** End User must not distribute, give away, transfer, license, rent, lease, sell or re-sell the Licensed Data or any transformations of the Licensed Data to any Related Entity - any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the End User.
- 6. No Caching.** End User will not re-use existing licensed data for future calls, or re-use Licensed Data for similar list building activities. CT has designed the software not to cache this data, in compliance with TrueSpam licensing terms.

7. **Exporting of Licensed Data.** End User will not copy Licensed Data from the system that CT software operates on, and will not transform, combine, or alter the Licensed Data on those systems.
8. **Reverse Engineering.** End User agrees and certifies it will not attempt to reverse-engineer the methods, data sources, or algorithms used by TrueCNAM to create the Licensed Data or a TrueSpam score. End User agrees and certifies it will not attempt to identify TrueCNAM Customers, data sources or data suppliers.
9. **No Hacking.** End User shall not attempt to tamper with, hack, or otherwise disrupt the TrueSpam Service, or make any use of the Service that is inconsistent with its intended purpose.
10. **Non-disclosure.** The Licensed Data comprises and contains trade secrets of TrueCNAM which are confidential and proprietary information. Any information provided by, devised or deduced from the Licensed Data is proprietary information of TrueCNAM, and may include without limitation, the quantity, volume, or amount of data within the TrueCNAM database, the coverage, scope, accuracy, sources, or algorithms used to collect, create and supply the Licensed Data, and must not be disclosed to any third party or person.
11. **Protection of Data.** End User will take all reasonable precautions to prevent unauthorized third parties or persons from accessing or using the Licensed Data in a way that would constitute a breach of this agreement. End User will be responsible for securing any API Keys and API Passwords provided by CT to End User. End User is solely responsible for any usage of the Service performed using API Keys and API Passwords assigned.
12. **Suspension.** CT may at its sole discretion suspend, remove, or modify the ability for End User to perform HTTPS REST API calls to obtain the Licensed Data: (i) to comply with any regulation or law, or (ii) to prevent any fraudulent or abusive use of the Licensed Data or Service, or (iii) in order to protect the integrity of the TrueCNAM Services, or (iv) if End User is in breach of any part of the Agreement.

Effective: 10/1/2022