Last Updated: September 23, 2024

CONTENT LICENSE AGREEMENT

BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OF THIS CONTENT LICENSE AGREEMENT (THIS "AGREEMENT"), SELECTING A LICENSE OFFERED BY CONTENT PROVIDER (AS DEFINED BELOW) IN THE ACCOUNT PORTAL (AS DEFINED BELOW), OR OTHERWISE USING CONTENT PROVIDER'S SITE CONTENT (AS DEFINED BELOW) IN CONNECTION WITH THE TOLLBIT SERVICE (AS DEFINED BELOW), YOU ("CONTENT CUSTOMER") AGREE YOU HAVE READ AND ARE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "CONTENT CUSTOMER" WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCES OR USE THE CITE CONTENT (DEFEIND BELOW) USING THE TOLLBIT SERVICE (AS DEFINED BELOW).

This Agreement is by and between Content Customer and the Content Provider and is effective as of the date set forth in the Content Customer Portal or the date on which Content Customer clicks a box accepting this Agreement (the "Effective Date"). Content Provider and Content Customer may be referred to herein individually as a "Party" or collectively as "Parties".

Content Provider (defined below) has engaged Novoscribe, Inc. ("TollBit") to use its proprietary platform to authenticate entities or individuals that seek to extract content from its websites and provide third parties with access to licensed website content (the "TollBit Service"). Content Customer agrees to establish and maintain an account with the TollBit Service throughout the Term (as defined below).

For purposes of this Agreement, the content made available by the Content Provider either pursuant to an Independent Content Agreement or otherwise selected by Content Customer in the Content Customer's Content Customer Portal is referred to as the "Site Content" and the particular site that hosts the Site Content is referred to as the "Site". Site Content may include content made available by third parties (each a "Third-Party Provider").

This Agreement covers all Site Content made available by Content Provider, but not content made available by other third-party licensors. Content Customer may enter into additional separate agreements to license content (from other providers of content through the TollBit Service).

1. SITE CONTENT LICENSE AND SCOPE OF USE.

1.1 License Selection. Content Customer's TollBit Service account contains a customer portal (the "Content Customer Portal"). Unless Content Customer is using the TollBit Service to access content licensed to it pursuant to an agreement with a Content Provider entered outside of the Content Customer Portal ("Independent Content Agreement"), the Customer Portal identifies, among other things, the Content Provider from which Content Customer will purchase a license, pricing, license scope, the particular content licensed, and the website from which Content Customer is authorized to access and use content.

1.2 Site Content License. Subject to the terms of this Agreement, Content Provider hereby grants Content Customer a non-exclusive, non-transferable, non-assignable, and non-sublicensable right and license for the Term (except as set forth in Section 1.3(a)) to access and process the Site Content solely to summarize, cite, and display ground inferences (each a "Display") based upon Site Content to end users (the "Content License").

1.3 License Uses and Restrictions.

(a) Indexing Site Content. The Content License includes the perpetual right solely for Content Provider to index the Site Content.

(b) Use Restrictions. Content Customer is prohibited from utilizing the Site Content for training, foundational model creation, or any other purposes not explicitly permitted in Section 1.2. Content Customer is prohibited from displaying the full text of the Site Content to end users. Any Display of Site Content must be limited to summaries, citations, or ground inferences that do not include or reveal the full text of the Site Content. For the avoidance of doubt, the Content License permits the Content Customer to index Site Content and Display Site Content, provided that the Content Provider will pay a Fee (as defined below) each time it Displays Site Content. Content Customer is not permitted to sublicense, sell, or otherwise distribute any Site Content to other redistributors of content without express written consent from Content Provider.

(c) License Fees. Content Customer will be charged a Fee (as defined below) each time it Displays Site Content.

1.4 Third Party Content. Content Customer acknowledges that certain Site Content is licensed by Content Provider from third-party licensors, and if for any reason Content Provider can no longer grant Content Customer rights to such third-party Site Content, then Content Provider may terminate the license granted under this Agreement with respect to the third party content, and equitably reduce the fees paid by Content Customer for the Site Content.

1.5 The TollBit Service. Content Customer agrees to TollBit's Terms and Conditions and Privacy Policy which are hereby incorporated by reference, as if fully set forth herein. Content Customer acknowledges that TollBit is a third-party beneficiary of this Agreement with rights to enforce this Section 1.5 and Sections 6.5, 7, and 8.

2. CONTENT CUSTOMER RESPONSIBILITIES. Content Customer agrees to only extract content from websites operated by, or on behalf of, Content Provider when authenticated by the TollBit Service and solely within the scope of the applicable Content License or Independent Content Agreement.

3. OWNERSHIP; RESERVATION OF RIGHTS. As between the Parties, Content Provider and its licensors (including Third-Party Providers) retain all right, title and interest in and to the Site Content and all associated intellectual property rights. Content Provider grants no, and reserves any and all, rights with respect to the Site Content other than the rights expressly granted to Content Customer under the applicable Content License or Independent Content Agreement.

4. LICENSE FEES; PAYMENT TERMS.

4.1 License Fees. Content Customer agrees to and will pay the fees set forth in the Content Customer Portal ("Fees"). Content Customer acknowledges that TollBit does not process payments. All payments for Site Content are processed by a third-party payment processor and are subject to the third-party payment processor's terms and conditions.

4.2 Net of Taxes**.** All amounts payable by Content Customer to Content Provider hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, knowhow payments, customs, privilege, excise, sales, use, value added and property taxes (collectively "Taxes"). Content Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Content Provider. Content Customer will not withhold any Taxes from any amounts due Content Provider.

5. TERM; TERMINATION.

5.1 Term; Termination. This Agreement will commence on the Effective Date and continue for the initial term set forth in the Content Customer Portal (the "Initial Term"), unless otherwise earlier terminated in accordance with this Agreement. Thereafter, this Agreement will automatically renew for renewal terms of equal duration (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either Party provides written notice of non-renewal to the other Party at least thirty (30) days' prior to the end of the then-current term.

5.2 Effect of Termination. In the event that this Agreement expires or is terminated for any reason and unless otherwise provided in the Independent Content Agreement, except with respect to Section 1.3(a), (a) all rights granted to Content Customer with respect to the Site Content will immediately terminate; and (b) Content Customer will cease use of the Site Content.

5.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 1.3(a) (Indexing Site Content), 2 (Content Customer Responsibilities), 3 (Ownership; Reservation of Rights), 4 (License Fees; Payment Terms), 5 (Term; Termination), 6 (Representations and Warranties; Disclaimer), 7 (Limitations of Liability), 8 (Indemnification) and 9 (General) will survive.

6. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a part;, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

6.2 Content Provider Representations and Warranties. Content Provider represents and warrants that it has all rights necessary to provide the Site Content for the uses contemplated herein.

6.3 Content Customer Representations and Warranties. Content Customer represents and warrants that it will use the Site Content only (a) within the terms of the applicable Content License or Independent Content Agreement; and (b) in compliance with all applicable laws.

6.4 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR THE INDEPENDENT CONTENT AGREEMENT, THE SITE CONTENT IS PROVIDED ON AN "AS-IS" BASIS AND CONTENT PROVIDER DISCLAIMS ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. CONTENT PROVIDER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. CONTENT PROVIDER DOES NOT WARRANT THAT THE SITE CONTENT IS ERROR-FREE OR THAT OPERATION OF THE TOLLBIT SERVICE WILL BE SECURE OR UNINTERRUPTED.

6.5 TollBit Service Disclaimer. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE TOLLBIT SERVICE DOES NOT PROVIDE CONTENT AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES, GUARANTEES, OR ENDORSEMENTS REGARDING ANY CONTENT OR CONTENT PROVIDER THAT CONTENT CUSTOMER MAY OBTAIN THROUGH THE TOLLBIT SERVICE. ANY LICENSE FOR SITE CONTENT IS AN AGREEMENT SOLELY BETWEEN CONTENT CUSTOMER AND THE APPLICABLE CONTENT PROVIDER, TO WHICH TOLLBIT IS NOT A PARTY. EACH PARTY EXPRESSLY AGREES THAT TOLLBIT WILL NOT BE LIABLE FOR ANY DAMAGE ARISING FROM THE SITE CONTENT OR THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

7. LIMITATIONS OF LIABILITY.

7.1 Disclaimer of Consequential Damages. EXCEPT FOR LIABILITY ARISING FROM CONTENT CUSTOMER'S BREACH OF SECTION 1 OR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 8.1 AND 8.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. EXCEPT FOR LIABILITY ARISING FROM CONTENT CUSTOMER'S BREACH OF SECTION 1 OR A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 8.1 AND 8.2 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CONTENT CUSTOMER TO CONTENT PROVIDER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. INDEMNIFICATION.

8.1 Indemnification by Content Provider. Content Provider will indemnify, defend and hold Content Customer and its officers, directors, agents, and employees ("Content Customer Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party by the Content Customer Indemnified Parties (including reasonable attorneys' fees) arising from any claim, demand or allegation by a third party that the Site Content infringes or misappropriates any United States copyright or trade secret (except for claims for which Content Provider is entitled to indemnification under Section 8.2, in which case Content Provider will have no indemnification obligations with respect to such claim). Content Provider will have no liability or obligation under this Section 8.1 with respect to any Liability if such Liability arises: (a) any use of the TollBit Service or Site Content not permitted under the Agreement; or (b) any unauthorized adaptation, derivative or other modification of the TollBit Service or Site Content.

8.2 Indemnification by Content Customer. Content Customer will indemnify, defend and hold Content Provider, TollBit, and their officers, directors, agents, and employees ("Content Provider Indemnified Parties") harmless from Liabilities that are payable to any third party by the Content Provider Indemnified Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of or is in connection with any use by Content Customer of the Site Content in violation of this Agreement.

8.3 Action in Response to Potential Infringement. If the use of the Site Content or any portion thereof by Content Customer has become, or in Content Provider's opinion is likely to become, the subject of any claim of infringement, Content Provider may at its option and expense (a) procure for Content Customer the right to continue using the Site Content as set forth hereunder; (b) replace or modify the Site Content to make it non-infringing so long as the Site Content has at least equivalent functionality; (c) substitute an equivalent for the Site Content; or (d) if options (a)-(c) are not reasonably practicable, terminate this Agreement.

8.4 Indemnification Procedure. If a Content Customer Indemnified Party or a Content Provider Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 8.1 or Section 8.2, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other Party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

9. GENERAL

9.1 Force Majeure. No Party hereto will have any liability under this Agreement for such Party's failure or delay in performing any of the obligations imposed by this Agreement to the extent such failure or delay is the result of any event beyond such Party's reasonable control, including: (a) any fire, explosion, unusually severe weather, natural disaster or Act of God; (b) epidemic; any nuclear, biological, chemical, or similar attack; any other public health or safety emergency; any act of terrorism; and any action reasonably taken in response to any of the foregoing; (c) any act of declared or undeclared war or of a public enemy, or any riot or

insurrection; (d) damage to machinery or equipment; any disruption in transportation, communications, electric power or other utilities, or other vital infrastructure; or any means of disrupting or damaging internet or other computer networks or facilities; (e) any strike, lockout or other labor dispute or action; or (f) any action taken in response to any of the foregoing events by any civil or military authority.

9.2 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and the remainder will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms will remain in force. Further, the term or condition which is held to be illegal or unenforceable will remain in effect as far as possible in accordance with the intention of the Parties as of the Effective Date.

9.3 Relationship of the Parties. Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third Parties. Neither Party will represent to the contrary, either expressly, implicitly or otherwise.

9.4 Governing Law; Consent to Jurisdiction. The law, including the statutes of limitation, of the State of New York will govern this Agreement, the interpretation and enforcement of its terms and any claim or cause of action (in law or equity), controversy or dispute arising out of or related to it or its negotiation, execution or performance, whether based on contract, tort, statutory or other law, in each case without giving effect to any conflicts-of-law or other principle requiring the application of the law of any other jurisdiction. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of New York and of the United States of America for any litigation among the Parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in such courts and agrees not to plead or claim in any such court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of such courts.

9.5 Assignment; Delegation; Binding Effect. Neither Party may assign or transfer this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, except that either Party may assign or transfer this Agreement without the written consent of the other Party to an affiliate or corporation or other business entity succeeding to all or substantially all the assets and business of the assigning Party to which this Agreement relates by merger or purchase. Content Provider may delegate its duties hereunder to any of its affiliates as necessary to perform its obligations hereunder, provided that Content Provider will bear full liability and responsibility for their acts and omissions. Any attempted assignment, delegation or transfer by a Party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and permitted assigns.

9.6 Notices. All notices under this Agreement will be in writing and will reference this Agreement. Notices will be deemed given: (a) when delivered personally; (b) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (c) by email for which receipt is confirmed; or (d) one (1) day after deposit with an internationally recognized commercial overnight carrier, with written verification of receipt. All Content Provider

notices to Content Customer will be sent to the address provided on the Content Customer Portal or otherwise associated with Content Customer's account, and all Content Customer notices to Content Provider will be sent to the address provided on the TollBit Service.

9.7 No Waiver. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

9.8 Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and the Content Customer Portal, the terms of this Agreement will prevail, unless the Content Customer Portal expressly amends a provision in this Agreement.