

# End User License Agreement

## Vita Valet

**Last Modified:** July 18, 2024

This End User License Agreement (this "**Agreement**") is a binding contract between you ("**Licensee**," "**you**," or "**your**") and Gnosigen, LLC, an Ohio limited liability company with an address at 2724 Andover Road, Upper Arlington, OH 43221 ("**Company**," "**we**," or "**us**"). This Agreement governs your access to and use of the Platform (defined below).

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE USING THE PLATFORM (DEFINED BELOW). COMPANY PROVIDES THE PLATFORM SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. THIS AGREEMENT TAKES EFFECT WHEN YOU FIRST ACCESS OR USE THE PLATFORM (the "**Effective Date**"). BY ACCESSING OR USING THE PLATFORM YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.

### 1. Definitions.

(a) "**Authorized User**" means Licensee and Licensee's employees, consultants, contractors, and agents (i) who are authorized by Licensee to access and use the Platform under the rights granted to Licensee pursuant to this Agreement.

(b) "**Platform**" means the Vita Valet Platform provided by Company under this Agreement.

(c) "**Licensee Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or any other Authorized User through the Platform.

(d) "**Documentation**" means Company's end user documentation relating to the Platform available at <https://docs.vita-valet.com/>.

(e) "**Company IP**" means the Platform, any software component of the Platform, the Documentation, and all intellectual property provided to Licensee or any other Authorized User in connection with the foregoing by Company, whether owned by Company or its licensor. For the avoidance of doubt, Company IP includes Aggregated Statistics and any information, data, or other content derived from Company's monitoring of Licensee's access to or use of the Platform, but does not include Licensee Data.

### 2. Use of Platform.

(a) License Grant and Provision of Access. Subject to and conditioned on your compliance with all terms and conditions of this Agreement, Company hereby grants you a freely revocable, non-exclusive, non-transferable, non-sublicensable, limited right and license to access and use, and to permit your Authorized Users to access and use, the Platform and Documentation solely for your business or personal use in managing, editing, maintaining or otherwise supporting CVs, résumés or similar documents.

(b) Use Restrictions. You agree that you will not, and will not permit any Authorized Users or any other third party to, use the Platform, any software component of the Platform, or Documentation for any purposes beyond the scope of the license granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users or any other third party to: (i) license, sublicense, sell, resell, lease, transfer, assign, distribute, time share, offer in a learning management system or service bureau, disclose or otherwise make the available to a third party, the Platform, or any software component of the Platform, in whole or in part, including copyrighted materials, or any extract, copy, adaptation, or transcription thereof; (ii) use the Platform, or any software component of the Platform, as the basis for a commercial product or service; (iii) copy, modify or create derivatives of the Platform or any software component of the platform or other copyrighted materials; (iv) reverse engineer, decompile, or disassemble any software component of the Platform, in whole or in part; or (v) remove any copyright, trademark or other proprietary notices from the Platform, or any software component of the Platform or other copyrighted materials, in whole or in part; or (vi) use the Platform, any software component of the Platform or other copyrighted materials, in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(c) Reservation of Rights. Company reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party, any intellectual property rights or other right, title, or interest in or to the Company IP.

(d) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company may monitor Licensee's use of the Platform and collect and compile data and information related to Licensee's use of the Platform to be used by Company in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform ("**Aggregated Statistics**"). As between Company and Licensee, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. You acknowledge that Company may compile Aggregated Statistics based on Licensee Data input into the Platform. You agree that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Licensee's and any other Authorized User's access to any portion or all of the Platform if: (i) Company reasonably determines that (a) there is a threat or attack on any of the Company IP; (b) Licensee's or any other Authorized User's use of the Company IP disrupts or poses a security risk to the Company IP or to any other customer, vendor or licensor of Company; (c) Licensee or any other Authorized User is using the Company IP for fraudulent or illegal activities; or (d) Company's provision of the Platform to Licensee or any other Authorized User is prohibited by applicable law; or (ii) any licensor or vendor of Company has suspended or terminated Company's access to or use of any third-party services, software, intellectual property, or products required to enable Licensee to access the Platform (any such suspension described in subclause (i), or (ii), a "**Service Suspension**"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Licensee and to provide updates regarding resumption of access to the Platform following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Neither Company nor its licensors will have liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Licensee or any other Authorized User may incur as a result of a Service Suspension.

### 3. Licensee Responsibilities.

(a) Acceptable Use. The Platform may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on Company's website from time to time.

(b) Platform Use. You are responsible and remain at all times liable for all uses of the Platform and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

(c) Licensee Data. You represent and warrant that you own all rights, title, and interest in and to the Licensee Data or that you have otherwise secured all necessary rights in the Licensee Data as may be necessary to permit the access, use and distribution thereof as contemplated by the terms of this Agreement. As between you and Company, you own all right, title, and interest, including all intellectual property rights, in and to Licensee Data. You hereby grant to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for Company to provide the Platform to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Licensee Data incorporated within the Aggregated Statistics. You will ensure that Licensee Data and any Authorized User's use of Licensee Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Licensee Data.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Platform, if any, confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

4. **Security and Data Privacy**. Company implements and maintains physical, technical and administrative security measures designed to protect your information, including Licensee Data, from unauthorized access, destruction, use, modification or disclosure. Company complies with its privacy policy, available at <https://vita-valet.com/privacy-policy.pdf>. ("**Privacy Policy**"), in providing the Platform. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Platform, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

5. **Intellectual Property Ownership; Title**. Except as expressly set out in this Agreement, all rights, title, and interest, including intellectual property rights, in and to the Platform (including copyrighted materials), any software components of the Platform, and the Documentation remain the sole property of Company and/or its licensors, including all corrections, enhancements, or other modifications made thereto. The Platform and any Documentation are protected by copyright and other intellectual property laws and by international treaties. Neither Licensee nor any Authorized User shall have any right under this Agreement to use Company's or its licensors' or affiliates' names, logos, trademarks, service marks, or trade names without the advance written consent of Company. Subject to the restrictions otherwise set forth herein, you may make a single backup copy of the Platform, provided the backup copy is used solely for archival purposes. All rights not expressly granted to you under this Agreement are reserved by Company.

6. **Feedback**. You may from time to time provide suggestions, comments, or other feedback to Company with respect to the Platform ("**Feedback**"). You agree that any Feedback is and will be given

voluntarily at your discretion. You hereby grant to Company a royalty-free, non-exclusive, sublicensable, transferable, worldwide right and license to use, disclose, reproduce, distribute, or otherwise exploit the Feedback for any purpose.

7. **Disclaimer.** YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM IS PROVIDED "AS IS," "AS AVAILABLE" BASIS, AND COMPANY AND ITS LICENSORS DO NOT MAKE AND HEREBY SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY DOES NOT WARRANT THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF: (I) CAN BE USED WITHOUT AN EXPORT CONTROL LICENSE OR IF AN EXPORT CONTROL LICENSE IS REQUIRED THAT IT WILL BE ISSUED; (II) WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (III) WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S PLATFORM, SYSTEM, OR OTHER SERVICES; OR (IV) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. COMPANY DOES NOT WARRANT THAT IT WILL REVIEW YOUR DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF THE PLATFORM NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT COMPANY DOES NOT OWN, OPERATE, OR CONTROL, AND THE COMPANY IS NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED, OR STORED ACROSS SUCH NETWORKS. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEM'S OUTSIDE OF COMPANY'S REASONABLE CONTROL.

8. Deleted

9. **Third Party Services.** You may elect to use the Platform in conjunction with third-party websites, platforms or ("**Third Party Service(s)**"). Your use of a Third Party Service is subject to the terms and conditions applicable to that Third Party Service. Company makes no representations or warranties in relation to Third Party Services and expressly disclaims all liability arising from your use of Third Party Services.

10. **Indemnification.** Licensee shall defend, indemnify, hold harmless Company and its licensors, and their respective officers, directors, employees, agents, affiliates, successors, and assigns, from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") resulting from or relating to Licensee's or any Authorized User's: (i) use, reproduction, or distribution of the Platform, any software component of the Platform, or the Documentation; (ii) breach of any term of this Agreement; or (iii) provision of Licensee Data, provided that Licensee may not settle any Third-Party Claim against Company or its licensors unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

11. **Limitations of Liability.** IN NO EVENT WILL COMPANY OR ITS LICENSORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (V) COST OF

REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER COMPANY OR ITS LICENSORS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY OR ITS LICENSORS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$50 WHICHEVER IS LESS. COMPANY IS NOT RESPONSIBLE FOR, AND ASSUMES NO LIABILITY FOR, THE CONTENTS OF LICENSEE DATA.

12. **Term and Termination.**

(a) **Term and Termination.** The term of this Agreement begins on the Effective Date and will expire upon the earlier of (i) termination of your use of the Platform; or (ii) written notice from Company, for any reason. This Agreement will terminate immediately if you fail to comply with any term or condition of this Agreement.

(b) **Effect of Termination.** Upon termination of this Agreement, all rights and licenses granted under this Agreement shall immediately cease effect and Licensee shall immediately discontinue use of the Platform, Documentation, and Company IP.

(c) **Survival.** This Section 12(c), Sections 10, 11, 14, 15, 16, 17, and 18, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. **Modifications.** You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. We will post the most current version of this Agreement at <https://vita-valet.com/>. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Platform after the effective date of the modifications will be deemed acceptance of the modified terms.

14. **Export Regulation.** The Platform utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Platform or the software or technology included in the Platform to, or make the Platform or the software or technology included in the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the software or technology included in the Platform available outside the US.

15. **US Government Rights.** Each of the software components that constitute the Platform and the Documentation is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Platform and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

16. **Governing Law and Jurisdiction.** This agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts

of the State of Ohio in each case located in the County of Franklin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. **Third-Party Beneficiaries.**

(a) Nothing in this Agreement shall be interpreted as placing the parties in an employment, partnership, joint venture or agency relationship and neither party shall have the right or authority to obligate or bind the other party on its behalf. Except as set forth in Section 16(b) below, the parties do not confer any rights or remedies upon any person other than the parties to this Agreement and their respective successors and permitted assigns.

(b) The parties hereby designate the Ohio State Innovation Foundation (“**OSIF**”), with an address at 1524 North High Street, Columbus, OH 43201 as a third-party beneficiary of this Agreement, having the right to enforce all terms set forth herein as if OSIF was identified in each reference to Company.

18. **Miscellaneous.**

(a) **Assignment.** You may not assign this Agreement or any of your rights under this Agreement without Company’s consent except to any successor by way of a merger, acquisition, or change of control. Company may transfer or assign any of its rights and obligations under this Agreement, in whole or in part, at any time with or without notice.

(b) **Severability.** If a particular provision of this Agreement is found to be invalid or unenforceable, it shall not affect the other provisions and the Agreement shall be construed in all respects as if that invalid or unenforceable provision had been limited or omitted to the minimum extent necessary.

(c) **Waiver.** Company’s express waiver or failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor affect Company’s ability to enforce any provision thereafter.

(d) **Notices.** Any notices to us must be sent to us at 2724 Andover Road, Upper Arlington, OH 43221, and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. All required notices to you will be sent to the email address associated with your account or through other legally permissible means.

(e) **Changes to the Platform.** Company may add, change or remove features or functionality to the Platform; modify or introduce limitations to storage or other features; or discontinue the Platform altogether at any time.

(f) **Entire Agreement.** This Agreement and the terms and policies referenced herein constitute the entire agreement between you and Company with respect to the Platform. This Agreement supersedes any prior representations, agreements, or understandings between you and Company, whether written or oral, with respect to the Platform including previous versions of the Agreement.

(g) **Acknowledgement.** By using any part of the Platform, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You also agree to comply with all applicable state, federal, and international laws and regulations in your performance under this Agreement.

(h) **Contact.** For any questions, please contact Company at the below address:

Attn: Legal Department  
Gnosigen, LLC  
2724 Andover Road  
Upper Arlington, OH 43221