

CONDUCTOR LLC
TERMS OF SERVICE (v. 06-06-2022)

These Terms of Service (the “**Agreement**”), together with the applicable Order Form or SOW, set forth the agreement between Conductor LLC, a New York limited liability company, (“**Conductor**” or “**Company**”) and the customer identified in the Order Form or SOW.

1. The Services. Subject to the terms and conditions of this Agreement, Conductor will provide the services set forth in the applicable Order Form or SOW, including, as applicable, to make its proprietary SEO platform known as the “Conductor platform” and its affiliate digital platform used to monitor and assess the content information of a customer website known as the “ContentKing platform” (collectively referred to herein as the “**Platform**”) available to (a) Customer and (b) authorized individuals who have been supplied user names and passwords by Customer (or by Conductor at Customer’s request) (the “**Users**”), in accordance with specific access rights and limitations set forth in the Order Form or SOW (the “**Subscription**”). “**Customer website**” shall mean a website (or URL) that the Customer monitors and/or assesses using the Platform. Professional support services purchased by Customer shall be detailed in a corresponding SOW (the “**Professional Services**”). The Subscription and any other services set forth in the applicable Order Form or SOW, including the Professional Services, are collectively referred to herein as the “**Services**”. The Subscription and access to the Platform is granted solely to the Customer and its Users, and not to any other third parties, unless expressly agreed otherwise in the applicable Order Form. Customer shall be responsible for the acts and omissions of any person who accesses the Platform using passwords or access credentials provided to or created by Customer. Customer will use reasonable efforts to prevent any unauthorized use of the Platform and will promptly notify Company in writing of any unauthorized use that comes to Customer’s attention and will provide all reasonable cooperation to prevent and terminate such use. Certain Services may be subject to additional terms and conditions as set forth in the Order Form or SOW. If Customer purchases third-party services and products from Conductor (including services and products accessed via the marketplace on the Conductor platform), such party’s terms of service and other policies will solely govern such use.

2. Confidentiality Obligations. As used herein, “**Confidential Information**” means all confidential information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”) that is designated in writing as confidential or that would be understood to be confidential by a reasonable person, as well as the terms and conditions of this Agreement, and any Order Form or SOW. Confidential Information shall not include information which: (a) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing Party; (b) became known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (c) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (d) is independently developed by Receiving Party without reliance on the Confidential Information. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission. Receiving Party agrees to keep confidential all Confidential Information disclosed to it by Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own confidential information (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide Disclosing Party with prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest such disclosure. Receiving Party agrees that monetary damages for breach of this Section 2 may not be adequate and that, if necessary, Disclosing Party shall be further entitled to seek injunctive relief.

3. Fees and Taxes. Customer shall pay to Conductor the fees specified in the Order Form and SOW (the “**Fees**”). Except as otherwise provided in the Order Form or SOW, all Fees are quoted in US Dollars; payment obligations are non-cancellable; and Fees are non-refundable. Unless otherwise set forth in the applicable Order Form or SOW, Fees will be invoiced in advance and are due within 30 days from the invoice date. In the event of nonpayment of Fees, Customer agrees to pay the cost of collection including attorneys’ fees. Any amounts not paid when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less. If Customer’s account is 30 days or more overdue, in addition to any other available rights and remedies (including the termination rights set forth in this Agreement), Conductor reserves the right to suspend access to the Services without liability to Conductor until such account is paid in full. Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, payable with respect to its purchases hereunder, other than Conductor’s income taxes. If Conductor pays any such taxes on the Customer’s behalf, Customer agrees to reimburse Conductor for such payment unless Customer provides Conductor with a valid exemption certificate authorized by the appropriate taxing authority.

4. Proprietary Rights. The Platform and all intellectual property rights therein, and all intellectual property rights relating to the provision of support and the Services are owned or licensed by Conductor. Conductor hereby grants Customer and its Users a limited, non-exclusive right to access the Platform during the Term of the Subscription in accordance with the terms and conditions of this Agreement and the applicable Order Form or SOW. Except for the foregoing limited license, nothing in this Agreement gives Customer any right, title or interest to the Platform and/or the Professional Services. Customer shall retain all right, title, and ownership in and to the Customer-specific reports generated through the Conductor platform (the “**Reports**”) and any other “**Work Product**” specifically identified as such in the applicable SOW. Notwithstanding the foregoing, Customer acknowledges that in generating reports and

providing the Services, Conductor may use certain materials, products, algorithm processing, training material, best practices and other property that belong to Conductor (“**Conductor Property**”). Conductor shall retain all right, title, and ownership in and to the Conductor Property, including all intellectual property rights pertaining thereto. Subject to the terms and conditions of this Agreement, Conductor grants to Customer a royalty-free, worldwide, non-exclusive, license to use the Conductor Property solely (i) in connection with the Services, including (ii) to the extent incorporated in the Reports, in each case (i) and (ii) solely for internal business purposes. Customer shall not: (a) modify, translate, or create derivative works based on the Platform or the Professional Services; (b) create any link to the Platform or frame or mirror any content contained or accessible from the Platform, (c) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform; (d) or access the Platform in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Platform.

5. Term. The initial term of this Agreement commences on the “Start Date” set forth in the applicable Order Form, or, if none is provided in the Order Form, the day User login names and passwords are issued to Customer and shall continue as specified in the Order Form (the “**Initial Term**”) and, if applicable, may be renewed as detailed in the Order Form. The Initial Term together with any renewal term are collectively referred to herein as the “**Term**”.

6. Termination. In addition to any other termination or suspension rights expressly provided herein, this Agreement may be terminated by either party for cause: (a) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (b) if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7. Early Termination. The Services are provided for a specified Term on a noncancelable basis. In the event that the Agreement (including any Order Form or SOW) is terminated prior to the expiration of the then-current Term and such termination is not due to Conductor’s uncured material breach of this Agreement, all Fees that would otherwise be due through the expiration of the Term in effect at such time, including any applicable taxes, shall be due and payable immediately and no refunds for pre-paid Fees will be issued; except as otherwise expressly agreed in the applicable SOW solely with respect to Professional Services. The parties agree that these early termination charges are a reasonable estimate of anticipated actual damages and not a penalty.

8. Surviving provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 2, 3, 4, 8, 9, 11, 12, 13, 14, 15, 16,17, 18 and 20.

9. Authority Warranty. Each party represents and warrants that: (i) such party is duly organized, validly existing, and in good standing under the laws of the state or country, if applicable, of its organization, and has the full power and authority to enter into and perform its obligations under this Agreement; and (ii) that the Agreement is executed by an employee or agent of such party with all necessary authority to bind such party. Customer warrants that it has all necessary legal rights to the Customer website in order to permit the Services to be used with respect thereto, including scraping or crawling of data on such website.

10. Conductor Warranties. Conductor warrants that the Platform will operate in a manner consistent with generally accepted industry standards and in substantial conformity with the then current version of any applicable documentation provided by Conductor. Conductor reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law or legal requirements. Conductor represents and warrants that: (i) the Professional Services, if any, will be provided in a professional, timely and workman-like manner by persons with the proper skill, training and background, and consistent with generally accepted industry standards; (ii) the Professional Services, if any, will materially comply with all written specifications; (iii) the Professional Services, if any, will be free of material defects; and (iv) Conductor will at all times utilize reasonable and appropriate practices and technologies common and prevalent in Conductor’s industry to protect against damage to Customer’s computer systems or other technology.

11. Disclaimers. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10 (CONDUCTOR WARRANTIES) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND CONDUCTOR EXPRESSLY DISCLAIMS ANY OTHER ASSURANCES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF THE PURPOSE), ACCURACY, TITLE, AND/OR NON-INFRINGEMENT, OR (2) THAT USE OF OR ACCESS TO THE SERVICES (OR ANY PORTION THEREOF) WILL BE UNINTERRUPTED OR ERROR FREE, WILL NOT HAVE ANY IMPACT ON CUSTOMER’S SYSTEMS OR WEBSITES OR WILL MEET ALL OF CUSTOMER’S REQUIREMENTS. CONDUCTOR SHALL NOT BE LIABLE FOR THE AVAILABILITY OR RESPONSIVENESS OF ANY THIRD PARTY OR CUSTOMER’S COMPUTERS, NETWORKS, WEBSITES OR IT FACILITIES, INCLUDING THE INTERNET.

12. Customer’s Content. Customer retains all rights, title and interest in and to any information uploaded by Customer to the Platform as well as Customer’s Confidential Information (“**Customer’s Content**”). Notwithstanding anything to the contrary herein, subject to applicable law, Conductor shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer’s Content and data derived therefrom), and Conductor will be free to (i) use such information and data to improve

and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other offerings of the Company and its affiliates, and (ii) disclose such data solely in aggregate and de-identified form in connection with its business.

13. Use Guidelines. Customer shall use the Services for internal business purposes as contemplated by this Agreement and shall not: (i) tamper with the security of the Services or tamper with other customer accounts of Conductor, (ii) access data on the Services not intended for Customer, (iii) log into a server or account on the Systems that Customer is not authorized to access or otherwise translate any underlying software in the Platform in such a manner that it appears to be part of Customer's own or a third party website, (iv) attempt to probe, scan or test the vulnerability of any Services or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Services unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Services or make the Services available to a third party other than as contemplated in this Agreement; (vii) attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas or algorithms in the Services; (viii) share the Platform with any third party not explicitly authorized by Conductor or otherwise for the benefit of a third party; (ix) replicate or compete with the Services; (x) deep link to any page of the Platform or otherwise link in a manner that bypasses Conductor's homepage for the applicable Platform; (xi) take any action that imposes or may impose in Conductor's sole discretion, an unreasonable or disproportionately large load on Conductor's information technology infrastructure; (xii) copy, distribute, modify or create any derivative work of any part of Platform (or any portion thereof); or (xiii) use any part of, or any feature used by means of, the Platform in violation of any applicable local, state, national or international law, or in violation of the terms and policies of another website. Company reserves the right to restrict the use of or terminate access to the Services if Customer uses or accesses the Platform contrary to this Agreement.

14. Limitation of Liability. EXCEPT FOR FEES DUE HEREUNDER AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. EXCEPT FOR CUSTOMER'S VIOLATION OF CONDUCTOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS FORM AN ESSENTIAL BASIS FOR THIS AGREEMENT AND SHALL SURVIVE REGARDLESS OF THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.

15. Limitation Period. No action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action became known.

16. Conductor Indemnification. Except as provided below, Conductor shall (i) defend Customer, its agents, employees, directors, officers, and representatives ("**Customer Indemnified Parties**") against any finally adjudicated claim by a third party that the Services infringe a valid US patent (issued as of the Date of the applicable Order Form or SOW), or any copyright or trade secret of such third party; and (ii) indemnify Customer Indemnified Parties for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees) finally awarded and arising out of such claim. If the Services become, or in Conductor's opinion, are likely to become the subject of any injunction preventing their use as contemplated herein, Conductor may, at its option and expense (a) procure for Customer the right to continue using the Services; (b) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action of infringement; or (c) modify the applicable software, support services or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the capabilities of the Services. Conductor shall have no liability with respect to any claim of infringement or breach to the extent such claim is based upon the combination, operation or use of the Services with other equipment or software not supplied by Conductor or in a manner not consistent with Conductor's instructions or this Agreement. THIS SECTION 16 SETS FORTH CONDUCTOR'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

17. Customer Indemnification. Customer agrees to indemnify, defend and hold Conductor, its affiliates, agents, employees, directors, officers, and representatives ("**Conductor Indemnified Parties**") harmless against any loss, damage or costs (including reasonable attorney's fees) incurred in connection with claims made or brought against the Conductor Indemnified Parties by a third party arising from or relating to Customer's (i) use of the Services in violation of Section 13 "Use Guidelines" of this Agreement or (ii) any infringement of Conductor's intellectual property rights.

18. Mutual Indemnification Provisions. The party seeking indemnification (the "**Indemnified Party**") shall promptly notify the other party (the "**Indemnifying Party**") in writing of any claim for which it seeks indemnification hereunder; provided that the failure to provide such notice shall not relieve the Indemnifying Party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The Indemnifying Party shall bear full responsibility for, and shall have the right

to solely control, the defense (including any settlements) of any such claim; provided, however, that (i) the Indemnifying Party shall keep the Indemnified Party informed of, and consult with the Indemnified Party in connection with the progress of such litigation or settlement, and (ii) the Indemnifying Party shall not have any right, without the Indemnified Party's written consent (which consent shall not be unreasonably withheld, conditioned or denied), to settle any such claim in a manner that does not unconditionally release the Indemnified Party. At the Indemnifying Party's request, the Indemnified Party will provide reasonable cooperation with respect to any defense or settlement.

19. Cooperation. Customer acknowledges that certain features in the Services cannot be fully deployed unless Conductor has access to Customer's input, data, and in some instances, access to Customer's analytics platforms and key employees. As a result, the accuracy, access and operation of some of the Platform's features may be dependent upon the accuracy and completeness of the information and cooperation provided by Customer. Customer's delay or failure to provide Conductor with access to the employees, data or material required for the provision of the Services may result in compromised quality and or delays in any scheduled deadlines. Conductor will not be liable for any failure to perform that is related to such delay or failure on the part of the Customer or its third-party providers.

20. General Provisions. This Agreement, inclusive of any applicable Order Form, SOW, and any exhibits or appendices hereto or thereto constitutes the entire agreement and sets forth the entire understanding between Customer and Conductor with respect to the subject matter hereof and supersedes all prior agreements and discussions with respect thereto. Customer agrees that Conductor may use Customer's name and logo on Conductor's website, and as a part of a general list of Conductor's customers for use and reference in corporate, promotional and marketing publications. The relationship of the parties is that of independent contractors, and this Agreement does not create a joint venture or partnership between the parties; no party is by virtue of this Agreement authorized as an agent, employee or representative of the other party. Neither party shall assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to a party that acquires all or substantially all of the assigning party's assets as part of a corporate reorganization, merger or acquisition, provided the assignee is bound by the terms of this Agreement. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion. The rights and obligations of the parties under this Agreement, all interpretations and performance of this Agreement, and any disputes arising under this Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflicts of laws principles. Except with respect to claims for injunctive relief, which may be brought at any time before any court of competent jurisdiction, all disputes arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in English in New York, NY, USA, in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") then in effect, by an arbitrator selected in accordance with said JAMS' rules. Judgment upon the award so rendered may be entered in a court of competent jurisdiction. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. No modification, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto. All notices required or permitted under this Agreement shall be in writing and deemed to have been effectively delivered only (a) upon personal delivery, (b) upon delivery by a courier service as confirmed by written delivery confirmation, (c) upon delivery by facsimile or email as confirmed by transmission receipt, or (d) three (3) business days after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid at the address provided by Customer in the Order Form; for Conductor at: 2 Park Avenue, 15th Floor, New York, NY 10016, attention: Legal Department; or to such other address as a party may, from time to time, communicate to the other party in writing in accordance with the provisions herein. If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect.