## NameCoach, Inc. License Agreement

Effective October 02, 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BECAUSE THEY CONTAIN IMPORTANT INFORMATION CONCERNING YOUR RIGHTS AND OBLIGATIONS REGARDING YOUR USE OF THE LICENSED SOFTWARE (DEFINED BELOW), AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY.

This License Agreement, any order form signed in connection with this agreement, any supplemental license terms, and any specific product terms at https://cloud.name-coach.com/privacy and https://cloud.namecoach.com/termsofuse (collectively, the "License Agreement"), comprise the legal agreement between You and NameCoach, Inc. (and together with its affiliates, "Licensor") that governs Your limited right, as provided in this EULA, to download, install, activate, access, or otherwise use ("Use") certain (a) software developed by Licensor from time to time (collectively, the "Programs"), together with each of their respective updates, upgrades, bug fixes, error corrections, enhancements, and other modifications thereto and backup copies thereof (collectively the "Upgrades"), customizations made to thereto by Licensor, and content associated therewith ("Customizations" and collectively with the Programs and Upgrades, the "Software"), and (b) related user or technical manuals, training materials, specifications, or other documentation applicable to the Software (collectively, the "Documentation"). All Software, and Documentation made available to You by is referred to in this License Agreement as the "Licensed Software". References to "You", "Your", or "Licensee" means the individual or legal entity licensing the Software under this License Agreement, and references to "parties" and "party" means, individually or collectively, as the context dictates, You and Licensor.

1. Acceptance of Terms. LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS License Agreement AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. By clicking "I Accept" box or otherwise accessing or using the Licensed Software, You acknowledge You have read, understood, and agree to be bound by the terms and conditions contained in this License Agreement. If You are entering into this License Agreement on behalf of a company, business, or other legal entity, You represent You have the authority to bind such entity and its affiliates to this

License Agreement, in which case the terms "You" or "Your" refers to such entity and its affiliates. If You do not have such authority, or if You do not agree with this License Agreement, You must not accept this License Agreement and may not Use the Licensed Software.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS License Agreement OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS License Agreement, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS License Agreement, AND THIS LICENSE AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

- 2. License. Upon Your acceptance of the terms and conditions contained in this License Agreement, in accordance with its terms and conditions as set forth herein, Licensor grants to You a limited, non-exclusive, and non-transferable license to Use object code versions of the Licensed Software solely as set forth in this Section 2, and subject to all conditions, restrictions, and limitations set forth elsewhere in this License Agreement. In the event Licensor requires You to register as an end user, Your license is valid only if the registration is complete and accurate. If the Licensed Software is made available to You for a specified term, whether under a subscription or other agreement between You and Licensor, Your license to Use the Licensed Software is valid solely for the applicable term in such agreement. Your right to Use the Licensed Software begins on the date the Licensed Software is made available to You by Licensor for download or installation and continues until the end of the specified term, unless otherwise terminated in accordance with this License Agreement. This license grants You the right to:
- a. Download, and install in accordance with the Documentation one (1) copy of the Software on one (1) computer or other device owned or leased, and controlled by, Licensee. Unless the Order Form expressly states that Licensee is purchasing a network license, each such computer shall be for a single Authorized User. All copies of the Software made by the Licensee will be the exclusive property of the Licensor, will be subject to the terms and conditions of this License Agreement, and must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

- b. Use and run the Software as properly installed in accordance with this License Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes.
- c. Download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be installed in accordance with this License Agreement and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee will be the exclusive property of the Licensor, will be subject to the terms and conditions of this License Agreement, and must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.
- 3. Ownership. The Software and Documentation are intellectual property of and are owned by Licensor or its licensors. The structure, organization, and code of the Software are valuable trade secrets and confidential information of Licensor and are protected by law including, without limitation, the copyright laws of the United States and other countries, by applicable international treaty provisions. Licensor or its licensors retain ownership of all intellectual property rights in, to, and under the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications thereof. Your rights to Use the Licensed Software are limited to those expressly granted by this License Agreement. No other rights with respect to the Licensed Software or any related intellectual property rights are granted or implied. You shall safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.
- 4. Limitations and Restrictions. You agree not to, and will not allow or assist any third party to, (a) transfer, sublicense, or assign Your rights under this License Agreement to any other person or entity, unless expressly authorized by Licensor in writing; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for any Software; (d) make the functionality of the Licensed Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Licensor in writing; (e) Use Licensed Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Licensor in writing; (f) remove, modify, or conceal any product identification, copyright, proprietary,

intellectual property notices or other marks on or within any Software (including without limitation the Licensed Software; (g) use the Licensed Software beyond the scope of the license granted under Section 2; or (h) use the Licensed Software in violation of any law, regulation, or rule. Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly.

5. Limited Warranty and Disclaimer. Solely with respect to the Software for which Licensor receives a license fee, Licensor warrants that, for the Term of this License Agreement, the Software will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, will substantially perform in accordance therewith (the "Limited Warranty"). The Limited Warranty will not apply and will become null and void if Licensee breaches any provision of this License Agreement, or if Licensee, or any other person provided access to the Software by Licensee, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation; (ii) modifies or damages the Software, or the media on which it is provided, including abnormal physical or electrical stress; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation. If any Software covered by the Limited Warranty fails to perform substantially in accordance with the Documentation, and such failure is not excluded from Limited Warranty, Licensor will, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either, at Licensor's election: (i) repair or replace the Software, provided that Licensee provides Licensor with all information Licensor requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or (ii) refund the license fees paid for such Software, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Software. The remedies set forth in this Section 5 are Licensee's sole remedies and Licensor's sole liability under this License Agreement.

EXCEPT FOR THE LIMITED WARRANTY, LICENSOR PROVIDES THE LICENSED SOFTWARE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF, AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE THIRD PARTY LICENSORS, EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS OR OTHER TERMS, WHETHER EXPRESS,

IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES, CONDITIONS OR OTHER TERMS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, CAPACITY, PERFORMANCE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE FOREGOING, LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IN ADDITION, LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

6. Limitations and Exclusions of Liability. To the fullest extent permitted under applicable law, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a party been advised of the possibility of such damages, in no event will Licensor or its licensors be liable for any (a) use, interruption, delay, or inability to use the Licensed Software; (b) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or delayed, interrupted or loss of business; (c) loss resulting from system or system service failure, malfunction, or shutdown; (d) failure to accurately transfer, read, or transmit information; (e) failure to update or provide correct information; (f) system incompatibility or provisions of incorrect compatibility information; (g) breaches in system security; (h) loss of revenue, profits, goodwill or anticipated sales or savings; or (i) for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of or in connection with this agreement, breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not the licensor was advised of the possibility of such damages. In no event will Licensor or any of its respective affiliates, officers, directors, employees, agents, suppliers, or licensors, whether individually or in aggregate, be liable to You for any amount or other damages in excess of the aggregate amount of the license fees paid by You for Your Use of the Licensed Software, whether such liability based in warranty, contract, or tort law (including negligence), or any other basis for liability. This limitation of liability is cumulative and not per incident. Nothing in this License Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

- 7. Support and Upgrades. Licensor has no obligation to provide maintenance and support services, including Updates: (i) for any but the most current version or release of the Software; (ii) for any copy of Software for which all previously issued Updates have not been installed; (iii) if Licensee is in breach under this Agreement; or (iv) for any Software that has been modified other than by or with the authorization of Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation.

  Notwithstanding any other provision of this License Agreement, You are not permitted to Use Upgrades unless You, at the time of acquiring such Upgrade (a) already hold a valid license to the original version of the Licensed Software, are in compliance with such license, and have paid all applicable fees for the Upgrade; (b) limit Your Use of the Upgrades to the Use of the Upgrade on the applicable Licensor product You own or lease; and (c) comply with the specifications and instructions provided in the applicable Documentation.
- 8. Term and Termination. This License Agreement shall remain effective until this License Agreement terminates in accordance with its terms, or, if the Licensed Software is made available to You for a specified term, whether under an order form, subscription, or other agreement between You and Licensor, this License Agreement terminates on the date the applicable term expires. You may terminate the License Agreement at any time by ceasing the use, and destroying all copies, of Software. This License Agreement will immediately terminate if You breach the terms of this License Agreement, or if You fail to pay any portion of the applicable license fees and You fail to cure that payment breach within thirty (30) days of notice. Upon termination of this License Agreement, the licenses granted hereunder shall immediately cease and You shall destroy all copies of Software and Documentaiton in Your possession or control.
- 9. Collection and Use of Information. Licensee acknowledges that Licensor may, directly or indirectly through the services of third parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used, through security measures or the provision of maintenance and support services. Licensee agrees that the Licensor may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to: (i) improving the performance of the Software or developing Updates; and (ii) verifying Licensee's compliance with the terms of this Agreement and

enforcing the Licensor's rights, including all intellectual property rights in, to, and under the Licensed Software.

- 10. US Government End Users. The Licensed Software is comprised of "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this License Agreement may be incorporated, Government end users will obtain the license to Use the Licensed Software with only those rights set forth in this License Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.
- 11. Export. The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee 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 Software or Documentation available outside the US.
- 12. Interoperability. To the extent required by applicable law, Licensor shall provide You with the interface information needed to achieve interoperability between the Licensed Software and another independently created program. Licensor will provide this interface information at Your written request after You pay Licensor's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Licensor makes such information available.
- 13. Governing Law, Jurisdiction and Venue. This License Agreement is exclusively governed by and construed in accordance with the internal laws of the State of California, without reference to conflicts of laws principles. Both parties expressly

agree that any action relating to this Agreement shall exclusively be brought in San Francisco, California, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in San Francisco, California. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court.

- 14. Force Majeure. Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.
- 15. Integration. If any portion of this License Agreement is found to be void or unenforceable, the remaining provisions of the License Agreement shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, the License Agreement constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The parties agree that the English version of the License Agreement will govern in the event of a conflict between it and any version translated into another language.