

Maverick Solutions
End User License Agreement

Last updated: May 21, 2024

This End User License Agreement (“**EULA**”) is subject to the Master Services Agreement or its equivalent (the “**Agreement**”) and applicable Statement of Work or its equivalent (the “**SOW**”) executed by and between Maverick Training Corporation, d/b/a Maverick Solutions (“**Maverick**”) and (a) the entity identified in the applicable SOW as the recipient of the license to the Application and, as applicable, (b) the reseller of the license to the Application (“**Client**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement and SOW.

1. License. Subject to Client’s and its Authorized Users’ compliance with the obligations of the Agreement, including any applicable SOW, this EULA, or additional terms, Maverick hereby grants to Client a non-exclusive, revocable (pursuant to the terms of the Agreement and/or SOW), non-transferable (except for ENGAGE Live licenses, which may be transferred in the case of attrition of Client’s employees), non-sublicensable, limited license to access and use the ENGAGE Live and/or ENGAGE Learn training cloud application (the “Application”) to which Client has subscribed in an applicable SOW and during the term outlined in the applicable SOW, solely for use by Authorized Users. Without limiting the foregoing, Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Application, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Application, in whole or in part; (iv) remove any proprietary notices from the Application; or (v) use the Application 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. Maverick reserves all rights not expressly granted to Client 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 Client or any third-party any intellectual property rights or other right, title, or interest in or to the Application. THE APPLICATION IS LICENSED, NOT SOLD, TO CLIENT BY MAVERICK FOR USE STRICTLY IN ACCORDANCE WITH THE TERMS OF THIS EULA.

2. Updates.

- 2.1. Maverick may from time to time provide enhancements or improvements to the features or functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications (“Updates”). Updates may modify or delete certain features and/or functionalities of the Application. Client agrees that Maverick has no obligation to (a) provide any Updates, or (b) continue to provide or enable any particular features and/or functionalities of the Application. Client

further agrees that all Updates will be (x) deemed to constitute an integral part of the Application, and (y) subject to the terms and conditions of this EULA.

- 2.2. In conjunction with Updates, Client consents for Maverick to contact Authorized Users regarding the nature of the Updates through the Application and/or through the e-mail address used to access the Application.
3. Third-Party Services. The Application may display, include, or make available third-party content (including data, information, applications, and other products services) or provide links to third-party websites or services ("Third-Party Services"). Client acknowledges and agrees that Maverick shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Maverick does not assume and shall not have any liability or responsibility to Client or any other person or entity for any Third-Party Services. Third-Party Services and links thereto are provided solely as a convenience to Client and Client accesses and uses them entirely at Client's own risk and subject to such third-party's terms and conditions.
4. Disclaimer of Warranties. ALL SERVICES AND MAVERICK CONTENT ARE PROVIDED "AS IS." MAVERICK SPECIFICALLY DISCLAIMS ALL 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. WITHOUT LIMITING THE FOREGOING, MAVERICK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR MAVERICK CONTENT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SERVICES IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY SERVICES.
5. U.S. Government Rights. The Application 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 Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Application as are granted to all other end users under license, 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 U.S. Government licensees and their contractors.
6. Export Compliance. Client may not export or re-export the Application. In particular, but without limitation, the Application may not be exported or re-exported (a) into or to a

nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By installing or using any component of the Application, Client represents and warrants that neither it nor its Authorized Users are located in, under control of, or a national or resident of any such country or on any such list.

7. Changes to this EULA. Maverick reserves the right, at its sole discretion, to make modifications to this EULA at any time by publishing them on the website, and without any special notice. By using the Application after any modifications become effective, Client agrees to be bound by the revised terms. If Client does not agree to the new terms, Client is no longer authorized to use the Application.
8. Severability. If any term, provision, covenant or restriction of this EULA is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.