

MAVERICK ENGAGE END-USER LICENSE AGREEMENT

Last updated: November 11, 2022

1. Introduction

- 1.1.** Please read this End-User License Agreement ("EULA") carefully. By choosing to Use the cloud application training, ENGAGE ("Application"), you are agreeing to be bound by the terms and conditions of this EULA.
- 1.2.** This EULA is a legal agreement between you (either an individual or a single entity) and Maverick Solutions ("Maverick") and it governs your Use of the Application made available to you by Maverick.
- 1.3.** If you do not agree to the terms of this EULA, do not Use the Application or related training materials.
- 1.4.** Under this EULA, "Use" shall mean gaining access to the Application, regardless of what, or to what extent, content is accessed, if any, in the Application.
- 1.5.** The Application is licensed, not sold, to you by Maverick for Use strictly in accordance with the terms of this EULA.

2. Term and Termination

- 2.1.** This EULA shall remain in effect until terminated by you or Maverick. Maverick may, in its sole discretion, at any time and for any or no reason, suspend or terminate this EULA by providing thirty (30) days' prior notice.
- 2.2.** This EULA will terminate immediately, without prior notice from Maverick, in the event that you fail to comply with any provision of this EULA.
- 2.3.** You may also terminate this EULA by ceasing to Use and deleting the Application and the information, content, materials or products, and all copies, in any form, thereof.
- 2.4.** Upon termination of this EULA, you shall cease all Use of the Application and delete all copies of the Application, and any outputs of the Application.
- 2.5.** Termination of this EULA will not limit any of the parties' rights or remedies at law or in equity in case of breach by the other party (during the term of this EULA) of any of such other party's obligations under this EULA.

3. License

Maverick grants you, as an identified named user, a revocable, non-exclusive, non-transferable, limited license to Use the Application solely for purposes strictly in accordance with the terms of this EULA.

4. Restrictions

- 4.1.** You agree not to, and you will not permit others to:
 - (a)** License, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application, or any output of the Application, or make the Application available to any non-authorized user or any third party.

- (b) Copy or Use the Application for any purpose other than as permitted under the above section "License."
- (c) Modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.
- (d) Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Maverick or its affiliates, partners, suppliers or the licensors of the Application.

5. Confidential Information

5.1. During your Use of the Application, and for a period of three (3) years thereafter, each party shall keep confidential and not disclose any Confidential Information (as defined below) it receives from the other party. Each party shall limit access to such Confidential Information only to those of its employees, agents, and subcontractors who need to have access to such information for the purposes of this EULA and are under an obligation to keep confidential and not to disclose any such Confidential Information. "Confidential Information" means:

- (a) any information supplied in any form, including orally, by one party to the other, or at the direction of, a party that is:
 - i. clearly identified as confidential at the time of its disclosure by an appropriate legend indicating that the information is deemed proprietary; or
 - ii. should reasonably be understood by the receiving party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential, regardless of whether such information is marked "Confidential" or "Proprietary"
- (b) any copies, excerpts, summaries, analyses, notes or other documents generated by the receiving party that incorporate anything listed in Section 5.1(a).

5.2. Confidential Information does not include information that:

- (a) is previously known to a party without obligation of confidence;
- (b) is independently developed by or for a party;
- (c) is acquired by the party from a third party which is not, to the party's knowledge, under an obligation of confidentiality with respect to such information; or
- (d) is or becomes publicly available through no breach of this EULA.

5.3. If either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, it shall provide notice to the other party within three (3) business days to the other of such receipt and make a commercially reasonable effort to obtain a protective order as permitted. The party receiving the subpoena may thereafter comply with such subpoena or other process.

6. Data Privacy and Security

6.1. Maverick shall employ physical, administrative, and technical controls, screening, and security procedures designed to protect against any unauthorized access to, use of, or distribution of any of your data, which may include Personal Data.

- 6.2. As used herein, “Personal Data” shall mean information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identifiable individual.
- 6.3. To the extent that Maverick collects or processes any such Personal Data, Maverick shall not use such Personal Data for any purposes other than as necessary for the performance of its obligations under this EULA.
- 6.4. Each party shall comply with applicable privacy and data protection laws in connection with processing your data, including Personal Data included therein. To the extent your data includes Personal Data governed by the European General Data Protection Regulation (“GDPR”) or UK General Data Protection Regulation, the parties also agree to process Personal Data in accordance with the terms of the Data Processing Agreement which is available at www.mavericksolutions.com/DPA.
- 6.5. You shall provide any required notices or disclosures, obtain any legally required consents or authorizations, or take any other required actions as necessary to permit the lawful transfer of Personal Data to or access, use, disclosure, or other processing of Personal Data by Maverick, as required for Maverick to perform its obligations under this EULA.

7. Intellectual Property

- 7.1. Ownership of Pre-Existing Materials and Derivative Works Thereof. Each Party will retain all rights in any intellectual property owned or licensed by a Party as of the date of this agreement or any intellectual property created independent of this Agreement, including all improvements thereto (“Pre-Existing Materials”). Each Party will own any improvements to any derivative works of its Pre-Existing Materials created under this Agreement and such improvements also will be considered Pre-Existing Materials. Should a derivative work created under this agreement include Confidential Information or Pre-Existing Materials of the other Party, then the Party to whom the Confidential Information or Pre-Existing Material belongs shall retain all rights in such Confidential Information or Pre-Existing Material. Neither Party has any rights in the other Party’s Pre-Existing Materials except as provided in this Section 7 or a Statement of Work (“SOW”).
- 7.2. License to Use Your Materials. Unless otherwise set forth in an SOW, Client hereby grants to Maverick for the Term of this Agreement, a non-exclusive, non-transferable, royalty-free license to use any materials provided by Client to Maverick to the extent necessary to perform the Services. Client represents and warrants to Maverick that Client has the authority to: (a) provide any materials provided by it to Maverick; and (b) authorize Maverick to use such materials as contemplated by this Agreement. This license shall terminate automatically upon termination or expiration of this Agreement, or, if earlier, when the relevant materials cease to be required to fulfill Maverick’s obligations under this Agreement or any SOW(s) hereunder.
- 7.3. License to Use Maverick Materials.

- 7.3.1.** Unless otherwise set forth in an SOW, Maverick hereby grants to each user licensed by Maverick under an SOW a limited, perpetual, non-exclusive, non-transferable right to use the Maverick Pre-Existing Materials ("Maverick Materials") specified in one or more SOWs as necessary for such participant to obtain the full benefit of the licensed material as reasonably intended by the Parties. For clarity, Maverick Materials may only be used by Client's authorized users for Client's internal business purposes.
- 7.3.2.** None of Client, its subsidiaries and affiliates or their employees, officers, agents, etc., may copy, sell, lease, license, sublicense, distribute, publish, give, lend, transfer, or otherwise disclose, modify, translate, reverse engineer, or create derivative works from Maverick Materials, without limitation to the EULA.
- 7.3.3.** If an SOW provides for Maverick Materials to be delivered to Client by Maverick via a subscription, then Client may use the Maverick Materials only during such subscription period.
- 7.3.4.** In regard to Maverick Materials, you, nor your subsidiaries and affiliates or your employees, officers, agents, subcontractors, or third-party users, either licensed or not licensed to use the Application, may copy, download, sell, lease, license, sublicense, distribute, publish, give, lend, transfer, or otherwise disclose, modify, translate, reverse engineer or create derivative works thereof, without Maverick's prior written consent.
- 7.4. Rights in New Materials.** If an SOW provides for Maverick to originally develop any deliverables (other than derivative works of Maverick Materials) ("New Materials") then, upon final payment required by the SOW, Client shall own the New Materials. After subscription period ends, or terminates in accordance with Section 11, Client may, upon written request and at their own expense, retain copies of New Materials in a format approved by Maverick in writing.
- 7.5. Your Suggestions.** Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to Maverick with respect to the Application shall remain the sole and exclusive property of Maverick. Maverick shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.
- 7.6. Remedies.** You acknowledge that remedies at law may be inadequate to protect Maverick against any breach of this Section 7. In the event of any breach of this Section 7, Maverick will be entitled to seek equitable relief, including the granting of an injunction and specific performance, without proof of actual damages, in addition to all other remedies available to Maverick at law or in equity. You further acknowledge that a breach by you of the obligation under this Section 7 will be deemed a material breach of this EULA and Maverick will have the right to terminate this EULA. If there is any breach of this Intellectual Property Section, Maverick may, in addition to any of its other available remedies, demand you return all Maverick Materials (and copies or versions thereof) in your possession, at your expense, and without any refund.

8. Privacy Policy

Maverick collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at www.mavericksolutions.com/engageprivacypolicy. By accepting this EULA, you acknowledge that you hereby agree and consent to the terms and conditions of Maverick's Privacy Policy for Engage.

9. Updates to Application

9.1. Maverick may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").

9.2. Updates may modify or delete certain features and/or functionalities of the Application. You agree 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 to you.

9.3. You further agree that all Updates will be:

(a) deemed to constitute an integral part of the Application, and

(b) subject to the terms and conditions of this EULA.

9.4. In conjunction with Updates, you consent for Maverick to contact you regarding the nature of the Updates through the Application and/or through the e-mail address you use to access the Application.

10. Third-Party Services

10.1. 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").

10.2. You acknowledge and agree 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 you or any other person or entity for any Third-Party Services.

10.3. Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

11. Indemnification

You agree to indemnify and hold Maverick and its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your:

(a) misuse of the Application;

(b) violation of this EULA or any applicable law or regulation; or

(c) violation of any applicable right of a third party.

12. No Warranties

- 12.1.** While Maverick strives to provide a streamlined user experience and products go through extensive quality testing, the Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Maverick, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.
- 12.2.** Without limitation to the foregoing, Maverick provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your 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, be error free or that any errors or defects can or will be corrected.
- 12.3.** Without limiting the foregoing, Maverick makes no representation or warranty of any kind, express or implied:
- (a) as to the operation or availability of the Application, or the information, content, and materials or products included thereon;
 - (b) that the Application will be uninterrupted or error-free;
 - (c) as to the accuracy, reliability, or currency of any information or content provided through the Application; or
 - (d) that the Application, its servers, the content, or e-mails sent from or on behalf of Maverick are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

13. Limitation of Liability

- 13.1.** The entire liability of Maverick and any of its suppliers under any provision of this EULA and your exclusive remedy for all the foregoing shall be limited to the amount actually paid by you for the Application.
- 13.2.** To the maximum extent permitted by applicable law, in no event shall Maverick or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the Use of or inability to Use the Application, third-party software and/or third-party hardware used with the Application, or otherwise in connection with any provision of this EULA), even if Maverick or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

14. Severability

If any term, provision, covenant or restriction of this Agreement 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.

15. Waiver

The failure to exercise a right or to require performance of an obligation under this EULA shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute waiver of any subsequent breach.

16. For U.S. Government End Users

The Application and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

17. Export Compliance

- 17.1.** You 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.
- 17.2.** By installing or using any component of the Application, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

18. Amendments to this EULA

- 18.1.** Maverick reserves the right, at its sole discretion, to modify or replace this EULA at any time.
- 18.2.** If a modification is material or if this EULA is replaced, Maverick will provide at least thirty (30) days' notice prior to any modifications or the replacement taking effect.
 - 18.2.1.** What constitutes a material modification will be determined at Maverick's sole discretion.
- 18.3.** By Using the Application after any modifications or replacements become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to Use the Application.

19. Governing Law

- 19.1.** The laws of North Carolina, United States, excluding its conflicts of law rules, shall govern this EULA and your Use of the Application. Your Use of the Application may also be subject to other local, state, national, or international laws.
- 19.2.** This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

20. Contact Information

If you have any questions about this EULA, please contact: legal@mavericksolutions.net

IN WITNESS WHEREOF, the parties have executed this EULA.

**Maverick Training Corporation,
d/b/a Maverick Solutions**

[insert full company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____