

## END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (“EULA” or “Agreement”) is a binding legal contract between you as an end user of WITF, Inc. (“Licensee” or “Sub-Licenser”), who is an authorized distributor of SIG Digital Infrastructure LLC, a Delaware limited liability company, with its principal place of business at 2805 Wilderness Place, Suite 100, Boulder, CO 80301 (“Licensor”) in accordance with the Master License, Support and Services Agreement (“Master Agreement”) executed between Licensee and Licensor on January 19, 2021. By installing, accessing or using the software and any associated user manuals and other documentation provided by Licensor (“Documentation”) and Enhancements (as defined below) provided with this Agreement (collectively, the “Software” or “Licensed Software”) you as an end user (you or “User”) will be bound by the terms of this Agreement and any and all exhibits hereto. If you do not agree to the terms of this Agreement, Licensor is not willing to license any right to use or access the Software to you in accordance with the Master Agreement. In such event, you may not install, access, use or copy the Software.

### SOFTWARE ACCESS AND USE LICENSE

The Software is being licensed, and not sold, to you by Licensee as a Sub-licensor of Licensor’s Software under and in accordance with their Master Agreement. Except for the limited license granted in this Agreement, Licensor and Sub-Licenser retain all their respective right, title and interest in the Software, all copies thereof, and all proprietary rights in the Software, including copyrights, patents, trademarks and trade secret rights.

1. **GRANT OF LICENSE.** This Agreement grants you the following rights, as applicable:
  - 1.1. **License.** Subject to and in accordance with the Master Agreement between Licensor and Licensee, you are hereby granted a nonexclusive, nontransferable, revocable (as permitted herein) right and license to access and use the Software which will be hosted by Licensor during the term of the Agreement.
  - 1.2. **Enhancements.** Licensor reserves the right to upgrade, enhance, change or modify the Software at any time in its sole discretion (“Enhancements”). Any Enhancements made available to you by Licensor, if any, will be subject to the terms of this Agreement.
  - 1.3. **Third Party Components.** The Software and future Enhancements may contain certain third party components (“Third Party Components”) which are provided to you under terms and conditions which are different from this Agreement, or which require Licensor to provide you with certain notices and/or information. Your use of each Third Party Component which contains or is accompanied by its own license agreement will be subject to the terms and conditions of such other license agreement, and not this Agreement. Notwithstanding the foregoing, the following terms and conditions apply to all “Third Party Components”: (i) all Third Party Components are provided on an “AS IS” basis; (ii) Licensor will not be liable to you or indemnify you for any claims related to the Third Party Components; and (iii) Licensor will not be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages with respect to the

Third Party Components. Your sole and exclusive remedy with regard to any defect, claim, or other dispute relating to the Third Party Components is to cease use of such components.

- 1.4. **License to Licensor to Use User Information.** You hereby grant a license to Licensor to use your information ("User Information") in connection with your access and use of the Software. Licensor may de-identify User Information such that it is no longer considered personally identifiable information or otherwise no longer identifies you as a User. Licensor may further aggregate and use such de-identified User Information for providing functionality, content and other information to you and other users of the Software. Licensor may use de-identified User Information, alone or in the aggregate with other users' de-identified User Information, to support, maintain and improve the operation and performance of the Software to the extent permitted under the Master Agreement. Some areas of the Software allow Users to submit, post, display, provide, or otherwise make available content such as profile information, videos, images, music, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "User Content"). You hereby agree that our use of such User Content shall be governed by the terms set forth on Exhibit A (Content License Agreement).
- 1.5. **Intellectual Property Ownership.** The Software contains material that is protected by United States copyright and trade secret law, and by international treaty provisions. All rights not expressly granted to Licensee under this Agreement are expressly reserved by Licensor and its licensors. You shall not modify, remove or destroy any proprietary markings or confidential legends placed upon or contained within the Software, the Documentation, or any related materials. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights in the Software shall remain the sole and exclusive property of Licensor or its licensors, as applicable.
- 1.6. **Beta Software.** Licensor may designate certain Enhancements or new releases of the Software as "**Beta Software**." Such Beta Software will not be ready for use in a production environment. At this early stage of development, operation of the Beta Software may be unpredictable and lead to erroneous results. You acknowledge and agree that: (i) the Beta Software is experimental and has not been fully tested; (ii) the Beta Software may not meet your requirements; (iii) the use or operation of the Beta Software may not be uninterrupted or error free; (iv) your use of the Beta Software is for purposes of evaluating and testing the product and providing feedback to Licensor; (v) you shall inform your employees, staff members, and other users regarding the nature of the Beta Software; and (vi) you will hold all information relating to the Beta Software and your use of the Beta Software, including any performance measurements and other data relating to the Beta Software, in strict confidence and shall not disclose such information to any unauthorized third parties. Your use of the Beta Software shall be subject to all of the terms and conditions set forth herein relating to the Software. You shall promptly report any errors, defects, or other deficiencies in the Beta Software to Licensor. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL

BETA SOFTWARE IS PROVIDED “AS-IS” AND “AS-AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND. You hereby waive any and all claims, now known or later discovered, that you may have against Licensor and its suppliers/licensors arising out of your use of the Beta Software.

- 1.7. **TERM.** The license will commence on the date you first use the Software or accept this Agreement, whichever is earlier (the “Effective Date”), and shall remain in effect until the termination of this license in accordance with Section 7 hereunder.
2. **LIMITATIONS ON LICENSE.** Subject to the Licensor’s agreement with the Licensee, the license granted to you in this Agreement is restricted at least as follows:
  - 2.1. **Limitations on Copying and Distribution.** You may not copy or distribute or make derivative works of the Software except to the extent that copying is necessary to use the Software for purposes set forth herein. You may make a single copy of the Software for backup and archival purposes.
  - 2.2. **Limitations on Reverse Engineering and Modification.** You may not reverse engineer, decompile, disassemble, modify or create works derivative of the Software. You may not alter or modify any disabling mechanism which may be resident in the Software.
  - 2.3. **Sublicense, Rental, and Third Party Use.** **Unless and to the extent You are an authorized reseller of the Software,** You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Software, or directly or indirectly permit any third party to use or copy the Software.
  - 2.4. **Bypass Security.** You may not bypass or breach any security device or protection used by the Software or access or use the Software other than through the use of your own then valid access credentials to the Software.
  - 2.5. **No Unlawful or Injurious Information.** You may not input, upload, transmit, or otherwise provide to or through the Software, any information or materials that are unlawful or injurious, or contain, transmit, or activate any code that would harm or impede in any way the function, security, integrity, operation of the Software and any data stored, used or accessed by the Software, including any devices on which the Software operates.
  - 2.6. **Proprietary Notices.** You may not remove any proprietary notices (*e.g.*, copyright and trademark notices) from the Software. You must reproduce the copyright and all other proprietary notices displayed on the Software on each permitted back-up or archival copy.
  - 2.7. **Use in Accordance with Documentation.** All use of the Software shall be in accordance with its then current Documentation.
  - 2.8. **Compliance with Applicable Law.** You shall be solely responsible for ensuring that your use of the Software, including but not limited to any data, information or materials you may input upload, transmit, or otherwise provide to the Software, is in compliance with all applicable foreign, federal, state and local laws, and rules and regulations.

2.9. **Confidentiality.** You acknowledge and agree the Software and associated Documentation constitute valuable proprietary and confidential information and intellectual property (collectively, the “Proprietary Information”) of Licensor. You may not use or disclose the Proprietary Information without Licensor’s prior written consent. You agree to use at least the same degree of care in protecting the Proprietary Information as you use to protect your own similar information, but in no event less than reasonable care. You acknowledge that due to the unique nature of the Proprietary Information, Licensor will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Proprietary Information. In addition to any other remedies that may be available in law, in equity or otherwise, Licensor shall be entitled to obtain injunctive relief to prevent such unauthorized use or disclosure. You shall not use any information or data disclosed by Licensor in connection with this Agreement to contest the validity of any Licensor intellectual property. Any such use of Licensor’s information and data shall constitute a material, non-curable breach of this Agreement.

3. **DMCA NOTICE.** Since Licensor respects artist and content owner rights, it is Licensor’s policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (“DMCA”). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Licensor’s copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- 3.1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- 3.2. Identification of the copyrighted work that you claim has been infringed;
- 3.3. Identification of the material that is claimed to be infringing and where it is located on the Service;
- 3.4. Information reasonably sufficient to permit Licensor to contact you, such as your address, telephone number, and, e-mail address;
- 3.5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- 3.6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice  
Information Equity Initiative  
Address:

3300 Arapahoe Ave., Ste. 207  
Boulder, CO 80303  
Tel.: 303.304.7274  
Email: dmca@informationequity.org

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES. Please note that this procedure is exclusively for notifying Licensor and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Licensor's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Licensor may also at its sole discretion limit access to the Service and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### 4. LIMITED WARRANTIES AND MAINTENANCE

- 4.1. **Software.** Unless a warranty is otherwise specifically provided in writing to you by Licensor or Licensee, the Software and Documentation IS PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND.
- 4.2. **MAINTENANCE SERVICES.** During the period for which the Licensor may provide maintenance services, if any, for the Software, Licensor will provide you with any enhancements that Licensor may distribute from time to time. If your agreement with Licensee so provides, you may have access to telephone support to assist you in resolving problems encountered in the use of the Software, which are attributable to the Software, during such hours and via contact information that would be made available to you by Licensee.

#### 5. TERMINATION.

- 5.1. **Breach of Agreement.** Without prejudice to any other rights, Licensor may terminate this Agreement on thirty (30) days prior written notice if you fail to comply with any of the terms and conditions of this Agreement and fail to cure the failure within the foregoing period, provided that Licensor shall be entitled to immediately terminate this Agreement without notice in the event you breach the license terms and restrictions set forth in Section 1 or Section 2, or the confidentiality obligations under this Agreement.
- 5.2. **Termination for Convenience.** You may terminate this Agreement at any time by discontinuing use of the Software and complying with your termination obligations set forth below in Section 5.4.

- 5.3. **Termination via Master Agreement.** This Agreement will terminate any time and at the time Licensee's Master Agreement with Licensors is terminated.
- 5.4. **Licensee's Termination Obligations.** In the event of any expiration or termination of this Agreement for any reason, you must remove all copies of the Software and all of its components from all of your systems, and destroy all related media and Documentation, if any. The license granted to the Software will automatically terminate on expiration or termination of this Agreement.
6. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT DAMAGES, OR ANY OTHER DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE). IN ANY CASE, THE ENTIRE LIABILITY OF LICENSOR AND ITS SUPPLIERS UNDER THIS AGREEMENT FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO THE INITIAL LICENSE FEE PAID BY YOU, IF ANY, FOR THE SOFTWARE.
7. **GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of New York as applied to agreements entered into and wholly performed within the State of New York between New York residents. Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in the Borough of Manhattan, and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding.
8. **GENERAL.**
- 8.1. This Agreement constitutes the entire understanding and agreement between Licensors and you with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement.
- 8.2. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties.
- 8.3. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Licensors to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision.
- 8.4. This Agreement is not assignable by you.
- 8.5. The following provisions shall survive any termination or expiration of this Agreement:

Sections 2 (Limitations on License), 5 (Termination), 6 (Limitation of Liability) and 8 (General).

- 8.6. **AUTHORIZATION.** By downloading, installing, accessing, or using the Software, you indicate that you have the authority to bind yourself and your organization to the terms of this Agreement.

## **EXHIBIT A**

**Information Equity Initiative, Inc.**

### **CONTENT LICENSE AGREEMENT**

**Last Modified: October 22, 2021**

This Content License Agreement (the “**Agreement**”) is a binding contract between you (“**you**,” “**your**,” or “**Licensors**”) and Information Equity Initiative, Inc. (“**IEI**,” “**we**,” or “**us**”). This Agreement governs your access to and use of our online services, web site, and software provided on or in connection with the service (collectively, the “**Service**”). By accessing or using the Service, or by clicking a button or checking a box marked “I Agree” (or something similar), or by otherwise manifesting your assent, you signify that you have read, understood, and agree to be bound by this Agreement. IEI reserves the right to modify these terms and will provide notice of these changes as described below.

### **AGREEMENT**

1. **Definitions.**
  - a) “**Your Content**” means any photographs, images, videos, and/or other visual and/or audiovisual works that you upload to the Service.
  - b) “**Your Information**” means the name(s), trademarks, trade names, likeness, photographs, biographical materials, artwork, liner notes, and other graphical or textural materials owned or controlled by you that you upload to the Service.
  - c) “**Content**” shall mean, collectively, Your Content and Your Information.
2. **License Grant.** You hereby grant to IEI a royalty-free, fully-paid-up, sublicensable, transferable, perpetual, irrevocable, worldwide, non-exclusive license to digitize, encode, reproduce, store, archive, modify, publish, list information regarding, edit, translate, distribute, publicly perform, digitally perform, publicly display, and make derivative works of the Your Content, in whole or in part, under all intellectual property rights and in any form, media or technology, whether now known or hereafter developed, for use on or in connection with IEI’s Services, and to use the Your Information to the extent reasonably necessary in connection with the exercise of IEI’s rights in the Your Content.
3. **Delivery.** You will deliver the Content to IEI by uploading the Content to the Service.
4. **Attribution.** Where feasible, IEI agrees to use commercially reasonable efforts to provide attribution to you as the creator of the Content, provided that IEI’s failure to include attribution shall not constitute a breach of this Agreement. The format, content, layout, location and other characteristics of the attribution shall be solely determined by IEI. You hereby agree that IEI may use your name in connection with the Content without compensation or further permission.
5. **No Fees.** The parties agree that access to and use of the Content is free of charge and will not be subject to any fees, costs, or expenses.
6. **Ownership.**
  - a) **By You.** IEI acknowledges and agrees that, as between you and IEI, you own all right, title, and interest in and to the Content and the intellectual property rights therein, and, except as expressly provided herein, nothing in this Agreement will confer on IEI any right of ownership or interest in the Content.
  - b) **By IEI.** You acknowledge and agree that, as between you and IEI, IEI shall own all right, title, and interest in and to (i) IEI’s Services, and (ii) any derivative works made by IEI to the Content, and (with respect to both (i) and (ii)) all intellectual property rights therein,



and nothing in this Agreement will confer on you any right of ownership or interest in any of the foregoing.

7. **Third Party Obligations.** You shall be solely responsible for all licensing, clearance, reporting and payment obligations of any kind to third parties in connection with the Content, including but not limited to any applicable union and/or guild payments or royalties. Upon request, you shall provide IEI with documentation sufficient to demonstrate your compliance with the terms of this Section.
8. **Representations and Warranties.** You represent and warrant that: (a) you have the full right, power, and authority to enter into this Agreement, and to grant any and all necessary rights and licenses provided herein; (b) the Content does not and will not infringe any intellectual property rights or any other proprietary rights of a third party (including third party publicity or privacy rights), and you have obtained valid releases for all persons appearing in the Content; (c) you have the right, power and authority to grant any and all necessary rights and licenses provided under this Agreement, including without limitation, all necessary copyright, performance, and reproduction rights and other related rights to the Content, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any third party intellectual property rights; (d) IEI's use of the Content as permitted hereunder will not infringe any common law, statute or other rights whatsoever, including without limitation any copyright, trademark or other personal or proprietary right of any person, or confer on any person, firm or company a right of action or claim for damages against IEI or expose IEI to civil or criminal proceedings; and (e) you have not granted, and will not grant, any rights which conflict with those rights granted to IEI hereunder.
9. **Indemnity.** You hereby indemnify, and agree to indemnify, defend and hold harmless IEI and its officers, directors, consultants, employees, successors and assigns ("**Indemnified Parties**") from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) incurred as a result of any third party claim, demand or action arising from any breach of any of the foregoing representations, warranties, or other undertakings or obligations in this Agreement or implied by law. Either party will promptly notify the other upon learning of any claim, action or proceeding arising out of or relating to a breach subject to this indemnity (although IEI's delay or failure to do so will not relieve you of any of your obligations under this paragraph), and IEI will reasonably cooperate in the defense at your expense. For any claim defended by you, IEI may choose to be separately represented at its own expense. No settlement intended to admit liability or bind any Indemnified Party is valid or final without the Indemnified Party's written consent.
10. **Release.** You hereby release, and agree to release, IEI and its officers, directors, consultants, employees, successors and assigns, from any claim of any kind or nature whatsoever arising from the use of the Content permitted hereunder, including, but not limited to, those based upon defamation, invasion of privacy, right of publicity, copyright, moral rights, or any other personal and/or property rights, and you agree not to assert or maintain any such claims against IEI and its officers, directors, consultants, employees, successors and assigns.
11. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended without the prior written consent of both parties. You may not assign this Agreement, or any portion thereof, without IEI's prior written consent. IEI may freely assign this Agreement. Any permitted assignment of this Agreement shall be binding upon and enforceable by and against the parties' successors and assigns, provided that any unauthorized assignment shall be null and void and constitute a breach of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of New York without regards to conflicts of laws. The parties agree the sole jurisdiction and

venue for any disputes or actions arising under this Agreement shall be the jurisdiction of the Superior Court of the State of New York, New York County or the United States District Court for the Southern District of New York. As between one another, the parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other party. If any provision of this Agreement is held invalid or unenforceable, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of the Agreement will remain in full force and effect. Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement will not be construed more strictly against either party as a result of its participation in its preparation.

12. **Contact.** Please contact us at [info@informationequity.org](mailto:info@informationequity.org) with any questions regarding this Agreement.