

End User License Agreement

This License Agreement is effective upon registration for the services described in this agreement and is between The Hidden Innovators Series of The Hatchery, LLC, an Alabama Limited Liability Series (the “Licensor”), you or your organization as purchaser of the services (“Subscriber”), and you as user of the services described in this agreement (the “User”).

Licensor is the owner of the Hidden Innovators™ analysis and other intellectual property surrounding the analysis which exists now or is created in the future and implemented as part of the analysis (that analysis and intellectual property, the “Services”).

Licensor grants user access to the Services for the sole purpose of assessing the most probabilistic problem-solving approach a person manifests when confronted with challenges.

User requires a license to use the Services.

By paying the license fee described in this agreement, Subscriber agrees to the terms below.

The parties therefore agree as follows:

1. **License.** Licensor grants to User, a non-exclusive, non-transferable, single use license to access the Services. This license does not include any resale use of the Services or any derivative use of the Services. No part of the Services may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose beyond a license granted for team use without the prior express written consent of Licensor. Any unauthorized use of the Services terminates the permission and license granted to User.
2. **License Fee.** Prior to the User receiving access to the Services, Subscriber shall remit payment to Licensor as described by Licensor at the time of purchase. Subscriber’s payment of the license fee shall be sufficient evidence that User agrees to the terms established in this agreement.
3. **Representations and Warranties of Licensor.** Licensor represents and warrants to User:
 - 3.1. Licensor has the right, power and authority to enter into this agreement;
 - 3.2. Licensor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Services;
 - 3.3. The Services are free of any liens, security interests, encumbrances or licenses;
 - 3.4. The Services do not infringe the rights of any person or entity;
 - 3.5. There are no claims, pending or threatened, with respect to Licensor's rights in the Services;
 - 3.6. This agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions; and

- 3.7. Licensor is not subject to any agreement, judgment or order inconsistent with the terms of this agreement.
4. **Representations and Warranties of User.** User represents and warrants to Licensor:
 - 4.1. User is of legal age and sufficient authority to enter a binding agreement.
 - 4.2. All personal data supplied to Licensor will be complete and accurate to the best of User's ability. User will not impersonate any person or entity or otherwise misrepresent themselves to maliciously access the Services.
 - 4.3. User will not attempt to recreate or otherwise reproduce any of the Services and will not use the Services for the purpose of any unlawful, defamatory, obscene, trade libelous, threatening, harassing, tortious, hateful, racial, ethnic, or religious reason.
5. **Use.** Subscriber is responsible for User's compliance with this agreement. User shall use the Services in accordance with the terms of this agreement and any other related agreements or policies as implemented by Licensor. User shall not:
 - 5.1. Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services;
 - 5.2. Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Services.
 - 5.3. Violate any applicable laws, rules or regulations in connection with your access or use of the Services;
 - 5.4. Remove, alter, or obscure any proprietary notice of Licensor, its affiliates, partners, suppliers, or licensors
 - 5.5. Use the Services for any revenue generating endeavor, except to the extent the Services benefit User's employees, contractors, or agents;
 - 5.6. Use the Services for any purpose for which they are not designed or intended;
 - 5.7. Share, distribute, sell, or otherwise make the Services available to persons not holding a license to use the Services;
 - 5.8. Use the Services to create a product, service, or software that is directly or indirectly competitive with the Services offered by Licensor; and
 - 5.9. Use any proprietary information of interfaces of Licensor in the design, development, manufacture, licensing, or distribution of any application, accessories, or devices for use with the Services.
6. **Term.** User shall have access to the Services from payment of the license fee as described in this agreement until the Hidden Innovators™ analysis is complete and results have been delivered to User. However, Licensor may, in its sole discretion, at any time and for any or no reason, with or without notice, terminate or suspend the license described in this agreement. In the event User fails to comply with the terms of this agreement, the license

granted under this agreement shall terminate immediately. Upon termination of the license, User's access to the Services shall cease immediately.

7. **Ownership of Intellectual Property.** The Services, including, but not limited to, text, graphics, photographs, trademarks, logos, sounds, music, computer code, analytics, tests, algorithms, and results arranged to create and operate the Services are owned, controlled, used with permission, or licensed by or to Licensor, and are protected by United States and international patent, copyright, trademark and trade secret laws of general applicability.
 - 7.1. **Reproduction of Materials.** Except as expressly provided in this agreement, no part of the Services may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, web site, or other medium for publication or distribution or for any commercial purpose beyond a license granted for team use without Licensor's prior express written consent.
 - 7.2. **Permitted Use.** The above notwithstanding, you may use information purposefully made available by Licensor as described in this agreement provided that you: (1) not remove any proprietary notice language in all copies of such documents (2) use such information only for your personal, internal commercial, informational purpose and do not copy or post such information on any networked computer or broadcast it in any media (3) make no modifications to any such information (4) make no additional representations or warranties relating to such documents.
8. **Protection of Ownership.** Subscriber and User must cooperate with Licensor to protect the ownership of the Services in connection with any use of the Services, on behalf of Subscriber or Subscriber's employees, contractors, or agents as Users, or lawsuits, and disputes.
 - 8.1. **Notification Requirements.** The cooperation of the parties shall include, but is not limited to, notifying Licensor and providing relevant information and facts when it becomes aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation or illegal use of the Services or reasonable likelihood by others.
 - 8.2. **Rights upon Infringement.** Licensor retains the sole right to determine the course of action with respect to any actual or potential infringement, misappropriation, imitation, illegal use or misuse or reasonable likelihood of use or misuse of the Services. Subscriber or User is not entitled to any proceeds resulting from any action brought with respect to an infringement, including, but not limited to, settlement proceeds, insurance proceeds, arbitration award, judgment or any other consideration provided.
9. **Confidential Information.** All parties acknowledge that during the use of the Services, each party may have access to confidential information belonging to the opposing party. Confidential information includes any information that is not generally known or accessible by the public (that confidential information, the "Confidential Information"). Confidential Information may be found in hard copies or electronically and includes, but is not limited to:
 - 9.1. Procedures, reports, manuals, assessments, memos, emails internal websites. Or any other company documentation;

- 9.2. Financial information of any kind;
- 9.3. Productivity and performance information;
- 9.4. Trade secrets;
- 9.5. Payroll and human resources information;
- 9.6. Any person's health information; and
- 9.7. Customer financial information such as bank and credit account numbers.

All parties warrant they will maintain all Confidential Information safe and secure. Both parties acknowledge that the other party would be irreparably harmed by disclosure or distribution of any Confidential Information. Upon termination of the Services, all parties agree to return or destroy any documents containing Confidential Information of the opposing party.

- 10. **Limitation of Liability.** Licensor is not liable to Subscriber or User, except where prohibited by law, for any indirect, consequential, exemplary, incidental, or punitive damages, including but not limited to lost profits, even if Licensor has been advised of the possibility of such damages.
- 11. **Assignment.** The license granted under this agreement is non-transferrable. User may not assign the license granted by this agreement to any party without the express written consent of Licensor. Any attempted assignment of this license in violation of this agreement shall be void.
- 12. **Disclaimer.** Licensor makes no claim that the services will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the services will provide specific results. The services are delivered on an "AS-IS" and "AS-AVAILABLE" basis. All information provided is subject to change without notice. Licensor cannot ensure that any files or other data will be free of viruses or contamination or destructive features. Licensor disclaims all warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. Licensor disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Services. You assume total responsibility for your use of the Services. Your sole remedy against Licensor for dissatisfaction with the Services is to stop use. This limitation of relief is a part of the bargain between the parties.
- 13. **Changes to Services.** Licensor reserves the right to do any of the following, at any time, without notice: (1) modify, suspend or terminate operation of or access to the Services, for any reason; (2) modify or change the Services, and any applicable policies or terms; and (3) interrupt the operation of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.
- 14. **Miscellaneous.**
 - 14.1. **Notices.** Any notice, election, or other communication provided for or required by this agreement shall be in writing and shall be deemed to have been received when

delivered by hand or on the third calendar day following its deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, properly addressed to the person to whom such notice is intended to be given at such address as such person may have previously furnished in writing to the opposing party or at such party's last known address.

- 14.2. **Binding Effect.** This agreement shall inure to the benefit of, and shall be binding upon, the parties, their legal representatives, transferees, heirs, successors, and assigns.
- 14.3. **Construction.** This agreement shall be interpreted and construed according to the laws of the state of Alabama and the United States and jurisdiction for any dispute arising from this agreement shall be in the state and federal courts located in Jefferson County, Alabama. Subscriber and User explicitly agree to personal jurisdiction in Jefferson County, Alabama.
- 14.4. **Titles and Section Headings.** The titles of the sections in this agreement have been inserted as a matter of convenience for reference only and shall not control or affect the meaning or construction of any of the terms and provisions of this agreement.
- 14.5. **Pronouns.** All pronouns and any variations shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require.
- 14.6. **Entire Agreement.** This agreement sets forth all the understandings and agreements of whatever kind and nature existing between the parties concerning this agreement. Any other arrangements concerning different matters between the parties must be set forth in a separate instrument.
- 14.7. **Severability.** Each provision of this agreement shall be considered severable, and if for any reason any provision or provisions are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this agreement which are valid, enforceable, and legal.
- 14.8. **Dispute Resolution.** Any dispute arising out of or relating to this agreement shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall be conducted in Jefferson County, Alabama, unless otherwise mutually agreed. Any action outside of the scope of arbitration shall be brought exclusively in courts situated in Jefferson County, Alabama, and all parties consent to the exclusive jurisdiction of such courts. The parties agree that the prevailing party in any litigation or arbitration shall be entitled to recover reasonable legal fees, costs and disbursements from the non-prevailing party.