

End-User License Agreement

IMPORTANT – READ CAREFULLY:

This End-User License Agreement (the “**Agreement**”) is a legal agreement between you (either an individual or a single entity) and FounderWay, a platform operated by Dium, Inc., a Delaware corporation (“**Dium**”) for evaluation and use of Dium’s and FounderWay’s collection of resources, (including tools, content, forums, databases) related to strategy and business models and any associated documentation provided with those services (collectively, the “**Services**”). By downloading, installing, or using the Services: (1) you represent that you understand the terms of this Agreement and you have the capacity and authority to bind yourself or your employer to this Agreement, and (2) you accept the terms of this Agreement and you consent to be bound by this Agreement personally or on behalf of your employer (hereinafter referred to as “**you**”). If you do not agree to be bound by these terms and conditions, do not download, install, or use the Services.

1. Grant of License

Dium grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Services strictly in accordance with the terms of this Agreement. You may (a) install and operate copies of certain Dium-supplied software as required to access or receive the Services; (b) access the Services that Dium will make available; and (c) be provided with copies of the Services for demonstration purposes.

You are permitted to access the Services on a mobile device under your control. You are responsible for ensuring your device meets the minimum requirements of the Services.

2. Restrictions

It is your responsibility to ensure compliance with the terms of this Agreement. Except as may otherwise expressly be provided herein and as otherwise expressly permitted by law, you shall not, directly or indirectly:

- (a) Use the Services in a manner that infringes any third party’s copyrights or any other rights;
- (b) Make any translation, adaptation, arrangement, modification, derivative work or other alteration of the Services;
- (c) Distribute, sell, give away, hire or lease the Services, or another product wholly or partially derived from the Services, or offer to do any of the foregoing;
- (d) Assign, sell, lease, rent, time-share, or otherwise make all or any part of the Services available for installation or use by any third party, as a service bureau, service provider or otherwise, without the prior written consent of Dium;

(e) Decipher, decompile, disassemble or reverse engineer the Services, in whole or in part. To the extent you are expressly permitted by law to reverse engineer the Services, you agree to use such findings only as expressly permitted by law, and to otherwise hold such findings in strict confidence. For information regarding interoperability, contact Dium.

3. Transfer and Assignment

This Agreement is personal and may not be assigned or assumed (including by operation of law) without Dium's prior written consent, and any attempt to do so without such consent is void.

4. Term and Termination of License

(a) The term of this Agreement, and the license granted hereunder, shall commence upon you assenting to the terms and conditions of this Agreement by clicking "I Agree" and shall continue indefinitely unless terminated in accordance with this Agreement.

(c) Without prejudice to any other rights, Dium may immediately terminate this Agreement and the license granted hereunder upon written notice to you if you fail to comply with the terms and conditions of this Agreement.

(d) Upon termination of the license for any reason, you must immediately destroy and stop using all copies of the Services (including purging all storage media on which such Services is installed or otherwise stored) and all of its component parts.

(e) Upon termination of this Agreement, the provisions of Section 1.3, 3, 5, 6, 10, 12, 16, and 17 shall survive.

This Agreement will also terminate immediately if you fail to comply with any term of this Agreement. Upon such termination, the license granted by this Agreement will immediately terminate and you agree to stop all access and use of the Services. The provisions that by their nature continue and survive will survive any termination of this Agreement.

5. Support

Information regarding support offerings made generally available by Dium is available from Dium upon request. The provision of support services by Dium, if any, shall be subject to the terms of this Agreement.

6. Title

All copyrights, trademarks and all other intellectual property rights in and to the Services are and shall remain the sole and exclusive property of Dium. Nothing in this Agreement shall confer any rights in any trade name, business name or trademark of Dium to you. All modifications and improvements made to the Services and derivative works of the Services created by Dium based in whole or in part upon the suggestions or feedback provided by you shall remain the sole and exclusive property of Dium. You agree not to remove any copyright, trademark, proprietary

rights, disclaimer or warning notice included on or embedded in any part of the Services. You agree to keep confidential and use your best efforts to prevent and protect the contents and output of the Services from unauthorized disclosure.

You are responsible for all information, content, data, and other materials (“**User Content**”), which you upload, input, or otherwise provide to Dium. You retain all title to and ownership of your User Content. By posting, uploading, or otherwise providing User Content, you represent and warrant that you have all necessary rights to post or distribute such User Content, and that your posting or distribution of such User Content does not infringe upon or violate the rights of any third party. Solely for purposes of providing the Services, you hereby grant Dium a non-exclusive, royalty free, worldwide, sublicensable right and license to access, store, reproduce, and otherwise use your User Content as necessary to perform its obligations under this Agreement.

7. Content

Other than User Content, title, ownership rights, and intellectual property rights in and to the content accessed through the Services is the property of Dium and may be protected by applicable copyright or other law. This Agreement gives you no rights to any such content.

8. Limited Warranty; Disclaimer

Dium warrants to you that the Services shall be in operable condition as described in the Services. Dium does not warrant that the Services will function without errors or interruptions. In the event that the Services fails to conform to this warranty, Dium’s sole liability and your exclusive remedy shall be, at Dium’s option, either (a) return of the price paid by you (if applicable), or (b) repair or replacement of the Services. This limited warranty does not apply to versions of the Services identified as “beta,” “pre-release,” “test,” “AS-IS,” or the like, or to any support or other services performed by Dium, all of which are supplied on an “AS-IS” basis without any warranty of any kind. This limited warranty is void if failure of the Services resulted from your negligence, abuse, accident, or improper or unauthorized use of the Services.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND DIUM DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITIONS OF QUALITY, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. THE FOREGOING LIMITED WARRANTY SHALL FURTHER NOT BE ENLARGED OR OTHERWISE AFFECTED BY DIUM’S RENDERING OF ANY SUPPORT SERVICES OR TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE APPLICATION OR YOUR USE THEREOF. DIUM SHALL NOT BE HELD RESPONSIBLE FOR THE PERFORMANCE OF OR OUTPUT OBTAINED FROM THE SERVICES NOR FOR ANY LIABILITY TO ANY PARTY ARISING OUT OF USE OF THE SERVICES.

9. Limitation of Liability

IN NO EVENT SHALL DIUM BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL THE LIABILITY OF DIUM TO YOU UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THAT PAID BY YOU TO DIUM IN CONNECTION WITH YOUR USE OF THE SERVICES WITHIN THE PREVIOUS SIX-MONTH PERIOD.

10. Export

You agree that the Services will not be shipped, transferred, exported, or re-exported into any country or used in any manner prohibited by the United States Export Administration Act or any other applicable export laws, restriction or regulations (collectively, the “Export Laws”). If the Services, or any component thereof, is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Services. All rights to use the Services under this Agreement are granted on the condition that such rights are forfeited if your representations and warranties in this section are not true.

11. U.S. Government Restricted Rights

If you are a government agency, you acknowledge that the Services was developed at private expense and that the computer software component is provided to you subject to RESTRICTED RIGHTS. Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this restricted computer software, the rights of the government regarding its use, duplication, reproduction or disclosure by the Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Services clause at DFARS 252.227-7013 (48 C.F.R. § 252.227-7013), and subparagraph (c)(1) and (2) of the Commercial Computer Services Restricted Rights clause at FAR 52.227-19. Contractor/manufacturer is Dium Services Technologies.

12. Compliance with Agreement

You agree that within fifteen (15) days of a request from Dium or Dium’s authorized representative you will fully document and certify that your use of the Services at the time of the request is in conformity the terms of this Agreement and you agree to permit Dium or its authorized representative to verify the accuracy of your certification.

13. Arbitration; Jurisdiction

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement is governed by the laws of the State of Delaware. You hereby consent to the jurisdiction of the courts located within the State of Delaware.

14. Customer Identification

You grant Dium the right to use publicly your name and logo to appropriately identify you as a Dium customer and licensee of the Services. In addition, the Services will collect, store, and utilize data in accordance with Dium's Privacy Policy, which may be amended from time to time.

15. Termination.

The term of this Agreement shall end upon the earlier of (i) termination by Dium as provided herein, or (ii) upon discontinuation of the Services or software by Dium. You may also terminate this Agreement by deleting the Services and software and all copies thereof in any form or medium wherever located. Notwithstanding the stipulated term of this Agreement, Dium shall have the right to terminate this Agreement immediately in its sole discretion for any reason or no reason at any time by giving prior notice to you. In the event of termination for any reason, all copies of the software and Services, including Confidential Information, in your possession in whatever form or medium shall be destroyed and, upon request in writing by Dium, such destruction shall be certified in writing by you supervising same to Dium.

16. Confidential Information; Covenant Not to Disclose.

Neither party shall, at any time during nor after the termination of this Agreement, reveal, divulge, or make known the other party's Confidential Information (as hereinafter defined) to any person other than its employees, officers, directors, affiliates, agents, and representatives who are bound by obligations of confidentiality, and who have a need to know such information in order to perform their obligations in connection with the Services and the terms and conditions of this Agreement. Each party may only use the other party's Confidential Information as contemplated under this Agreement. Both parties further covenant and agree that the parties shall retain such Confidential Information in trust for the sole benefit of the other party and their respective successors and assigns. The terms of this section shall survive the termination or expiration of this Agreement. For purposes of this Agreement, "**Confidential Information**" shall mean, without limitation, User Content, technical and engineering information, know-how, trade secrets, manufacturing processes, development processes, financial information, marketing and distribution information, referral source names and/or lists, patient names and/or lists, vendor names or lists business information, compilations, specifications, strategies, projections, processes, techniques, formulae, models and patent disclosures, product information, product economics, notes, memoranda, drawings, specifications, programs, data, patient information, medical records, patient identifiers, policies, procedures, or other materials of any nature relating to any matter within the scope of the business or any anticipated business or concerning any of its dealings or affairs.

17. Compliance with Applicable Laws.

You and your agent(s) agree that they shall abide by all laws, rules and regulations promulgated by any governmental authority having jurisdiction over you and Dium.

18. Indemnification.

You agree to defend, indemnify, and hold harmless Dium, its agents, officers, representatives, and employees against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise out of or relate to (i) third party claims for infringement of copyright, patent, trademark, or other intellectual property claims in the User Content; (ii) violations of any and all applicable Security Exchange Commission regulations; (iii) your breach of any warranty, representation, or obligation under this Agreement; and (iv) your negligence or willful misconduct in performing obligations under this Agreement. The term of this Section shall survive termination of this Agreement.

19. General

You and your agent(s) agree that they shall abide by all laws, rules, and regulations promulgated by any governmental authority having jurisdiction over your and Dium. This Agreement shall inure to the benefit of Dium and its successors and assigns. You agree that you shall not delegate or assign any obligation under this Agreement without the written permission of Dium. All of the terms in this Agreement shall bind the respective parties, and their respective legal representatives, successors, and assigns. Dium's waiver of breach of any provision of this Agreement shall not be deemed a waiver of the provision or any other provision. If any provision, or portion of a provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, it will be enforced to the maximum extent permissible, and the remaining provisions, will remain in full force and shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein. Dium reserves the right at its sole discretion to modify or replace this Agreement at any time. This Agreement represents the entire agreement between the parties and supersedes any previous or contemporaneous oral or written representations. The parties disclaim the Services of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions act ("UCITA") or any state's implementation of UCITA.

This Agreement is not intended, and shall not be construed, to create an employment relationship, partnership or other such association as between the parties. Each party is an independent contractor of the other. Neither party to this Agreement shall be or become liable or bound by any representation, act or omission whatsoever of the other party made contrary to the provisions of this Agreement. The captions in this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation hereof.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS END-USER LICENSE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT, TOGETHER WITH ONE OR MORE LICENSE ORDER CONFIRMATIONS FOR THE SERVICES, IS THE

COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DIUM WHICH SUPERSEDES ANY PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND DIUM RELATING TO THE SUBJECT MATTER HEREOF.

If you have any questions about this Agreement, or if you wish to change the address to which notices may be sent to you for purposes of this Agreement, you may contact Dium via the following methods:

Regular Mail: 12300 Pomfret ct, Midlothian, VA, 23114

Email: info@startdium.com

19. Electronic Signature

By entering your information and accepting the terms below, you are agreeing to electronically access, receive, review, sign, and authenticate certain documents, forms, and/or letters ("Materials") covered by the Federal Electronic Signatures in Global and National Commerce Act ("E-SIGN"), various state electronic transactions acts ("ETAs"), and/or separate state laws, including but not limited to the following Materials:

1. This End User License Agreement;
2. Dium's Terms of Service;
3. Any other related documents.

By entering your information and accepting the terms below, you are agreeing that your electronic signature is the equivalent of your handwritten signature, with all the same legal and binding effect. In certain cases, you may be asked to click buttons labeled "I Agree," "I Acknowledge," or using similar words, or to otherwise electronically acknowledge, accept, review, sign and/or authenticate Materials. This Electronic Consent applies to those instances as well. You also understand that, in its sole discretion, Dium may mail, hand-deliver, communicate, or otherwise send you hard-copy Materials.

You may withdraw your consent to receive, review, access, sign, and authenticate any additional electronic Materials at any time by canceling this Electronic Consent. You may cancel this Electronic Consent and withdraw your consent now by not completing this Electronic Consent form and exiting the system. You may cancel this Electronic Consent and withdraw your consent in the future by sending a written cancellation request to 12300 Pomfret ct, Midlothian, VA, 23114, or by emailing info@startdium.com. Any withdrawal of your consent will be effective after a reasonable period of time in order for Dium to process your withdrawal. Withdrawal of your consent will have no legal effect on the validity, effectiveness, or enforceability of (a) any authorization consent or e-signature provided by you prior to the effective date of your withdrawal or (b) any document, form, letter, etc. that was provided or made available to you in electronic format prior to the effective date of your withdrawal. Withdrawal of your consent (i.e., canceling this Electronic Consent) also will not relieve you from the obligation to complete all required Materials.

To access these electronic Materials, you must have (a) a personal computer and an operating system capable of receiving, accessing, displaying, and either printing or storing information, (b) an Internet connection, and (c) Internet Browser Software.

By entering my information and accepting the terms below, you are:

1. Confirming that you can access this Electronic Consent.
2. Confirming that you have an email address and that the computer you intend to use to access documents electronically has the hardware and software requirements described in this Consent, to access and to retain these electronic Materials.
3. Agreeing to electronically access, receive, review, sign, and authenticate Materials in place of hard copy/paper documents and handwritten signatures.
4. Confirming that you understand how to cancel this Electronic Consent, should I ever want to do so.
5. Agreeing that you have read, understand, and agree to all statements, agreements, and acknowledgements in this Electronic Consent.

Last Updated: August 7, 2023