

CB INSIGHTS LEGACY COUNCIL TERMS AND CONDITIONS

(Please note: for clarity, the "Effective June 28, 2023" date above is in reference to the date of posting these Legacy Council Terms and Conditions to legal.cbinsights.com and is not in reference to the actual effective date of these Council Terms and Conditions as set forth in any agreement(s) between You and CBI.)

Membership Terms of Service

We are delighted to welcome you to the CB Insights Member Community (formerly "Councils" and currently referred to as "Growth Collective"), an exclusive network comprised of senior executives focused on certain corporate initiatives, including but not limited to, innovation, strategy, and organizational growth ("Membership").

These Terms of Service ("Terms") are incorporated into an applicable ordering document which shall set forth the various fees ("Fees"), duration of membership term ("Subscription Term"), and level of membership (such ordering document being referred to as "Order Form" and together with Terms, "Agreement"). This Agreement is made by and between CB Information Services, Inc., a Delaware corporation ("CBI") and the specific entity or individual identified as the Member (further defined below) or party thereto in the Order Form. CBI and Member may be collectively referred to as the "Parties" or individually as a "Party." Except as expressly set forth otherwise in an Order Form, these Terms govern the Membership and Privileges and shall be effective as of the effective date referenced in the Order Form.

Membership Offerings. As set forth in the applicable Order Form, the affiliated, designated individuals for whom Member pays Fees ("Participants") are entitled to participate in, access, or engage with, as applicable, various offerings (whether live or digital) which may include, but are not limited to, meetings, workshops, case studies, surveys, presentations, research, webinars, on-demand advisory services or toolkits, benchmarks, analytics, online portals, pitching sessions, podcasts, programs, and/or tours ("Offerings"). Participants shall only have access to Offerings which take place during a defined Subscription Term. CBI reserves the right to change or modify locations, venues, dates, and schedules of Offerings as necessary to provide the same to all members and respective participants; provided however, that CBI shall provide Members and Participants with advance notice of such changes. Member acknowledges and agrees that, subject to the type of Offering, CBI reserves the right to restrict the seniority level of Participants. Replacement of registered Participants is subject to CBI's prior written approval, which shall not be unreasonably withheld.

Term and Termination. Unless provided otherwise in an Order Form or terminated earlier as provided herein, Memberships shall generally be for twelve (12) months, commencing on the effective date set forth in an Order Form and may not be terminated for convenience. Memberships shall not automatically renew but may be renewed for additional twelve (12) month periods at pricing mutually agreed upon by the Parties. Either Party may terminate a Membership or this Agreement for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, CBI may terminate a Membership or this Agreement at any time upon written notice if CBI believes, in its sole discretion, that such action is required by applicable law or that the community could be threatened or tarnished by reason of Member or Participant actions. In the event that CBI so terminates, it shall provide a prorated refund of any Fees paid, attributable to the period after termination.

Fees and Costs. In consideration for the Offerings, Member agrees to pay to CBI the certain annual Fees as specified in an applicable Order Form. For avoidance of doubt, Participants' travel and accommodation costs as well as any other expenses incurred by the Member or Participants during their participation in the Offerings are not included in the Membership Fees and shall be borne by the Member. Participation in Offerings shall be permitted upon receipt of payment of the first payment due from the Effective Date. Failure to timely remit full payment of Fees owed will result in suspension of participation rights and Membership. CBI reserves all other rights to enforce payment. This section shall survive the termination or expiration of this Agreement.

Networking. Member acknowledges and agrees that certain, limited Participant information (such as biography photographs, name, or

position, etc.) may be used solely for purposes of certain event or other Offerings and connecting Participants at such event or other Offerings ("Networking Information"). Member shall cause Participants to consent to the use of such Networking Information prior to any Participant registration for any applicable Offering. CBI agrees that it will not share Networking Information with any third-party nor use the same for any other reason other than for the benefit of Members and Participants. Notwithstanding the foregoing, on a case-by-case basis, Member shall have the right to request that CBI not mention Participants' Networking Information in any Offering program or other printed or digital resources, provided such request is made by Member in writing sufficiently in advance before any applicable event Offering occurs.

Consent and Waiver. Member acknowledges, and shall cause Participants to acknowledge, that when Participants enter a live or otherwise recorded Offering, Participants may enter an area where photography, audio, and video recording may occur. By entering any such Offering premises, Member and Participants respectively consent to and grant permission to CBI to utilize photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for certain communications, reports, promotional purposes, inclusion on websites, social media, or any other commercial business purpose by CBI. Member and Participants waive any right to inspect or approve any photo, video, or audio recording taken by CBI or the person or entity designated to do so by CBI and also waive all rights they may have to any claims for payment or royalties, if applicable. Additionally, Member acknowledges, and shall cause Participants to acknowledge, that CBI may ask Participants to provide written or digital statements, to serve as a testimonial or case study for CBI. By agreeing to provide such a statement, Member and Participants respectively consent to and grant permission to CBI to utilize Member and/or Participant's statement for advertising, marketing, publicity, and promotion of CBI and its services and all other commercial business purposes. Unless otherwise mutually agreed in writing by the Parties, both Parties agree that neither Member nor Participant will receive any compensation from CBI other than any goodwill and publicity that may be received relating to CBI's use of the statement. Member and Participants hereby agree to release CBI, its officers and employees and agents, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. Lastly, Member acknowledges and agrees that CBI may use Member's name and logo solely for acknowledgement or promotional purposes in connection with Membership and Offerings. CBI acknowledges and agrees that any use of Member's name and logo outside the scope of this Agreement requires the Member's prior, written consent. This section shall survive the termination or expiration of this Agreement.

Licensed Materials. Except for any of Member's Confidential Information, CBI shall own and retain all rights, title, and interest in all data, information, documents, work product and other materials that are delivered by CBI to Member and Participants hereunder (collectively, "Licensed Materials"). CBI hereby grants Member and its Participants a license to use Licensed Materials free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis, to the extent necessary to enable Member and its Participants to make reasonable use of Licensed Materials for internal purposes. Any external use of the Licensed Materials shall require CBI's prior, written approval. This section shall survive the termination or expiration of this Agreement.

Confidentiality. Member agrees, and shall cause Participants to agree, except where required by law, not to disclose to third parties or to attempt to use or personally benefit from (e.g. improperly trading securities, etc.) any Confidential Information (as defined below) of which a Participant becomes aware as a result of Membership. "Confidential Information" includes, without limitation: (i) other members' or participants' business projections, plans, financials, trade secrets, discoveries, product specifications and pipelines, customers, suppliers, business decisions, legal matters, investor and shareholder information; (ii) Membership Fees and the Terms of this Agreement; and (iii) any other non-public information that ought reasonably to be understood and treated as confidential based upon the nature of the information and the circumstances of disclosure. Member further agrees, and shall cause Participants to agree, to safeguard Confidential Information with means at least as stringent as those it uses to safeguard their own Confidential Information, and in no event with less than reasonable means. Notwithstanding any of the foregoing, Participants may discuss Confidential Information with other members solely for the purpose of participating in the Offerings.

Except as set forth herein, CBI agrees it shall not disclose any Member's Confidential Information, except to its employees, agents, or professional advisors who need to know it and who have agreed in writing to keep it confidential. CBI will ensure that those people and entities use the Confidential Information only to exercise the rights and fulfill the obligations set forth herein and in accordance with the confidentiality obligations applicable to the recipient's performance hereunder. CBI may also disclose Confidential Information to the extent required by a valid order of a court or other governmental body that has jurisdiction over the recipient; provided that the recipient uses commercially reasonable efforts to: (a) promptly notify the disclosing Party of such legal request before making any disclosure;

and (b) comply with the disclosing Party's reasonable requests to oppose or limit the disclosure (at no cost to CBI). CBI further agrees to safeguard Confidential Information with means at least as stringent as those it uses to safeguard its own Confidential Information, and in no event with less than reasonable means. All of this foregoing section shall survive the termination or expiration of this Agreement.

Personal Data Protection. CBI will process personal data in accordance with CBI's Privacy Policy, located at <https://www.cbinsights.com/privacy-policy>. In the course of providing applicable services, complying with its own contractual and regulatory obligations, and/or operating its various businesses, CBI may process personal data in accordance with applicable data protection laws. This section shall survive the termination or expiration of this Agreement.

Resultant Data. Notwithstanding anything to the contrary herein, CBI may obtain and use information derived from or provided at Offerings to create Resultant Data (as defined below). "Resultant Data" means data that CBI has developed from calculations, manipulations, analyses and/or other processes on its own data, third party data (including information, data, or content obtained or submitted at Offerings) and CBI's experience, such that any Member's or Participant's information is aggregated and anonymized and not readily identifiable. There are no limitations or restrictions on CBI's use or distribution of Resultant Data and neither Member nor Participant has any rights, title or interest in or to any Resultant Data. This section shall survive the termination or expiration of this Agreement.

Limitation of Liability. EXCEPT FOR THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF EITHER PARTY, IN NO EVENT SHALL (I) EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY MEMBER UNDER ANY ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT; OR (II) SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT SHALL NOT LIMIT ANY LIABILITY FOR DEATH OR PERSONAL INJURY DIRECTLY RESULTING FROM NEGLIGENCE IF AND TO THE EXTENT SUCH LIMITATION WOULD VIOLATE APPLICABLE LAW. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY A PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. This section shall survive the termination or expiration of this Agreement.

Disclaimer. ANY LICENSED MATERIALS PROVIDED AT, BY, OR THROUGH THE OFFERINGS HAVE BEEN GATHERED BY CBI FROM SOURCES BELIEVED BY CBI TO BE RELIABLE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ANY LICENSED MATERIALS PROVIDED DURING EVENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF CBI, NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE "CBI PARTIES") GUARANTEES THE USEFULNESS OF ANY PORTION OF SUCH MATERIALS. NONE OF THE CBI PARTIES MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED MATERIALS PROVIDED DURING EVENTS INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NONE OF THE OFFERINGS CONSTITUTES PROFESSIONAL ADVICE, OPINION, OR RECOMMENDATION BY THE CBI PARTIES. This section shall survive the termination or expiration of this Agreement.

General Provisions. Each Party represents and warrants to the other that as of the Effective Date, (i) it has all requisite power and authority to enter into and perform its obligations under this Agreement; and (ii) the person signing on its behalf is authorized to execute this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction, as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. Except as otherwise specified in an Order Form, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email. Notices shall be addressed to the respective, designated contacts set forth in an applicable Order Form. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. No failure or delay by either Party in exercising any right under this Agreement shall constitute a

waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Member may not assign any rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CBI. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions set forth in these Terms and separate provisions set forth in an Order Form, the terms set forth in the Order Form shall prevail. This section shall survive the termination or expiration of this Agreement.