DataBee
A COMCAST COMPANY

DATABEE EVALUATION LICENSE AGREEMENT

This DataBee Evaluation License Agreement, including all exhibits hereto ("**Agreement**") is entered into between Comcast Cable Communications Management, LLC**,** located at One Comcast Center, Philadelphia, PA 19103 ("**Comcast**") and the company or other legal entity on whose behalf the individual accepting this Agreement is acting ("**Company**"). This Agreement is effective as of the date on which it is accepted by click-through as described below ("**Effective Date**"). By clicking to accept this Agreement, the accepting individual represents that he or she has the authority to bind Company to this Agreement. If the accepting individual does not have such authority, or if Company does not agree to this Agreement, the individual must not accept this Agreement and may not access or use the Services.

Company accepts this Agreement by click-through at first login, and acceptance is required before any user may access the Services. Comcast will log each acceptance, including the identity of the accepting individual, the date and time of acceptance, and the version of this Agreement accepted. The individual who accepts this Agreement will be designated as the account owner and Comcast's primary contact for the trial, including for scheduling a value review meeting following completion of the trial. Trials are initiated by submitting a request through the DataBee trial request webpage, and Comcast may decline or revoke any trial request in its sole discretion. Each user is limited to one (1) trial; other personnel of Company may request their own trials. Any subsequent trial for the same user requires Comcast's express approval through the trial request process, provided that a user may be eligible for a re-trial where there has been a material change to the Services or at least six (6) months have elapsed since such user's most recent trial.

1. Purpose; License Grant; Fees and Restrictions.

1. **Purpose.** This Agreement governs the use of the services, as further described in Exhibit A, including any associated APIs and accompanying documentation, made available to Company by Comcast under this Agreement (collectively, the "**Services**"). Comcast may collect certain data to improve the Services, including product usage, token consumptions, trial milestone events, and AI usage, and Company grants Comcast the right to collect and use all such data.

2. **License Grant.** Subject to the terms and conditions of this Agreement, Comcast grants Company a nonexclusive, nontransferable, non-sublicensable, royalty-free, revocable license during the Term (defined below) to access and use the Services solely for the purposes of internally using, testing, and evaluating the Services ("**Evaluation Purpose**").

3. **Fees.** The trial period shall commence upon the account owner's first login to the Services and shall continue for fourteen (14) days (the "Trial Period"). Subject to the terms and conditions of this Agreement, no fees will become due and payable for the duration of the Trial Period. Usage of the Services is not metered by data volume; usage of AI features is limited solely by the token allowance described in Exhibit A.

4. **Restrictions.** Except as provided for in this Agreement, Company may not (and may not permit or allow others to): (a) modify, translate, reverse engineer, decompile, or disassemble the Services or otherwise attempt to: (i) defeat, avoid, by-pass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Services including, without limitation, any such mechanism used to restrict or control the functionality of the Services; or (ii) derive the source code or the underlying ideas, algorithms, structure or organization form of the Services;

(b) use or reproduce the Services for any reason other than the Evaluation Purpose; (c) sell, assign, license, disclose, or otherwise transfer or make available the Services, any copies of the Services, or any information derived from the Services in any form to any third parties; (d) remove or alter any proprietary notices or marks on the Services; (e) upload any data or content to the Services which: (i) contain malware, contaminants, viruses, worms, trap doors, back doors or other means or functions which will detrimentally interfere with or otherwise adversely affect the Services or Comcast's network or systems or (ii) violates a third party's property rights or the law; (f) permit access to the Services by anyone other than Company's own personnel using seats provisioned by Comcast, or share user access credentials; (g) connect to the Services any tool or system that Company is not authorized to connect; or (h) circumvent or attempt to circumvent the token allowance, seat provisioning, or Trial Period limits. Company is solely responsible for the credentials it supplies in connection with the Services and for compliance with the terms of its own vendors applicable to any tools or systems it connects**.**

2. **Updates**

Company acknowledges that Comcast may update or modify the Services from time to time and that such updates and modifications may adjust the manner in which Company uses, accesses, or communicates with the Services.

3. **Term; termination.**

1. **Term.** This Agreement will be effective as of the Effective Date and will remain effective for fourteen (14) days following the account owner's first login to the Services, unless terminated earlier as set forth below in Section 3.2 (the "**Term**"). This Agreement and Company's full access to the Services will expire automatically at the end of the Term without any further action by either party, and this Agreement will not renew. Following expiration of the Term, Comcast may deactivate Company's trial tenant or set it to read-only access, and Comcast will delete the trial tenant thirty (30) days after the account owner's first login unless Company has entered into a paid agreement with Comcast. Comcast may extend the Term in its sole discretion.

2. **Termination.** Company may stop using the Services and terminate this Agreement at any time, without notice. Comcast may suspend Company's access to the Services or terminate this Agreement at any time, and may do so immediately and without notice in the event of any misuse of the Services or for security reasons. Upon expiration or termination, Company will cease access to the Services, and destroy all copies of the Services, if applicable (including all derivatives thereof), Confidential Information (defined below) Company has obtained or created. Sections 1.4 and 4-8 will survive the expiration or termination of this Agreement. This Agreement will terminate immediately and without notice if Company breaches any term or condition herein.

4. **Confidentiality and Data Privacy**

1. "Confidential Information" means any non-public or proprietary information of a party (the "Disclosing Party") that is disclosed or made available to the other party (the "Receiving Party") in connection with this Agreement, excluding information that: (i) is or becomes public through no fault of the Receiving Party; (ii) is lawfully received from a third party without a duty of confidentiality; or (iii) is independently developed without use of the Disclosing Party's Confidential Information. Each party, as Receiving Party, will (a) use the Disclosing Party's

Confidential Information solely for purposes of the trial contemplated by this Agreement; (b) protect it using at least reasonable care; and (c) not disclose it except to its employees and contractors who need to know it for such purposes and are bound by confidentiality obligations at least as protective as these. Neither party will make any public announcement regarding this Agreement without the other party's prior written consent, except as required by law.

2. Company shall employ industry standard information security measures to prevent access to the Services by anyone other than authorized employees accessing the Services for the Evaluation Purpose in accordance with this Agreement, including protocols to protect any user access credentials needed to access the Services. Each party agrees to promptly notify the other if it knows or has reason to believe a third party is using the Services without Comcast's authorization. Company shall use commercially reasonable efforts to assist Comcast in any investigation and/or mitigation of such unauthorized use.

3. Comcast is a "processor" that processes that certain personal data provided by Company (the "Personal Data") on behalf of Company, who is the "controller." Company's instructions to Comcast for the processing of Personal Data shall comply with all applicable data protection laws. Company will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Company acquired Personal Data. Company shall ensure that it is entitled to transfer the Personal Data to Comcast so that Comcast may lawfully use, process and transfer the Personal Data in accordance with this Agreement on Customer's behalf in accordance with the Data Processing Agreement found at DataBee Data Processing Agreement.pdf.

5. **Ownership; Feedback.**

1. **Ownership.** As between Comcast and Company, Comcast owns all right, title and interest in and to the Services (and any derivative works or enhancements thereof), including but not limited to all intellectual property rights therein. Any rights not expressly granted herein are withheld. As between Comcast and Company, any data or information owned or controlled by Company that is ingested through the Services (collectively, "**Data**") is Company Confidential Information and all right, title and interest in such Data, is the exclusive property of Company. Comcast may use such data as necessary to deliver and support the Services.

2. **Feedback.** Company will provide Comcast with suggestions, comments, and/or feedback regarding the functionality and use of the Services ("**Feedback**"). In the event that Company provides Comcast with Feedback, Company agrees that Comcast and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense, incorporate and otherwise use the Feedback, including derivative works thereto, for any and all commercial and non-commercial purposes, with no obligation of any kind (including an obligation to pay any fees or royalties) to Company.

6. **Disclaimer.**

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. COMCAST DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. COMCAST DOES NOT WARRANT THAT

THE SERVICES AND ANY OTHER COMCAST PRODUCTS AND SERVICES PROVIDED HEREUNDER WILL MEET ALL OF COMPANY'S REQUIREMENTS OR EXPECTATIONS, OR THAT USE OF SUCH SERVICES BE ERROR-FREE UNINTERRUPTED, VIRUS-FREE, OR SECURE.

7. **Limitation of Liability.**

IN NO EVENT SHALL COMCAST BE LIABLE TO THE COMPANY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN ANY CASE, COMCAST'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEE, IF ANY, THAT COMPANY PAID COMCAST FOR USE OF THE SERVICES.

8. **Miscellaneous.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. Company may not assign any of the rights or obligations granted hereunder, voluntarily or by operation of law (including without limitation in connection with a merger, acquisition, or sale of assets) except with the express written consent of Comcast, and any attempted assignment in violation of this paragraph is void. This Agreement does not create or imply any partnership, agency or joint venture. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to or application of conflicts of law rules or principles. All claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts of Philadelphia, PA, USA, and Company consents to personal jurisdiction in those courts. No waiver by either party of any covenant or right under this Agreement will be effective unless memorialized in a writing duly authorized by the other party. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect.

9. **Acceptance.**

BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING OR USING THE SERVICES, THE INDIVIDUAL ACCEPTING THIS AGREEMENT (A) ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) AGREES, ON BEHALF OF COMPANY, TO BE BOUND BY THIS AGREEMENT; AND (C) REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND COMPANY TO THIS AGREEMENT. COMPANY'S ELECTRONIC ACCEPTANCE OF THIS AGREEMENT WILL HAVE THE SAME FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE, AND THIS AGREEMENT WILL BE BINDING ON COMCAST AND COMPANY AS OF THE EFFECTIVE DATE WITHOUT THE NEED FOR ANY FURTHER SIGNATURE. IF THE ACCEPTING INDIVIDUAL DOES NOT AGREE TO THIS

AGREEMENT OR DOES NOT HAVE SUCH AUTHORITY, HE OR SHE MUST NOT CLICK "I ACCEPT" AND MAY NOT ACCESS OR USE THE SERVICES.

EXHIBIT A

SERVICES

Comcast will allow Company to access and use DataBee for the Evaluation Purpose. DataBee runs automated metric checks that query Company's own tools in place through AI-built connectors. Company may select a framework, build metrics and sub-metrics, view scores and trends in workspaces, and ask questions through the Ask DataBee feature. No Company data lake or cloud storage instance is required or used in connection with the Services.

The trial is subject to the following limits:

(a) Length. Company will have fourteen (14) days of full access, beginning at the account owner's first login. After such fourteen (14) day period, the trial tenant may be deactivated or set to read-only access, and on the thirtieth (30th) day following first login the trial tenant will be deleted unless Company has entered into a paid agreement with Comcast.

(b) AI Tokens. Company's trial tenant will receive a single allowance of twenty-five million (25,000,000) tokens covering all AI use, including metric definitions, Ask DataBee, and connector builds. Once the allowance is exhausted, AI features will pause and all non-AI features will remain available.

(c) Adjustments. Comcast may extend a trial or adjust these limits in its sole discretion, but has no obligation to do so.