

Proof of Insights (POI) Agreement Terms and Conditions

By selecting "I Agree" while submitting a POI request through this POI order form or otherwise using Unsupervised's services during a proof of insights trial obtained through a POI request, Customer agrees to be bound by the terms and conditions of this Proof of Insights Agreement ("**POI Agreement**") in order to test and evaluate Unsupervised's services. This POI Agreement is entered into as of the timestamp ("**Effective Date**") associated with the submission of a completed online request for a Proof of Insights ("**POI Request**") by and between Unsupervised.com, Inc., a Delaware corporation with its principal offices at 4740 Pearl Parkway, Suite 300, Boulder, CO 80301 ("**Unsupervised**", "**we**" or "**us**") and the Customer identified in the POI Request ("**Customer**" or "**you**"). Except as expressly agreed to by the parties otherwise below, this POI Agreement is governed by the Unsupervised Software License Agreement ("**SLA**") available at <https://unsupervised.com/software-license-agreement-202105>. Capitalized terms not defined in this Order Form have the meaning given to them in the SLA. The terms of this Order Form shall control in the event of a conflict with the SLA and the remaining terms of the SLA shall remain in full force and effect.

The Software and services described herein are provided at Unsupervised's discretion on a no-fee basis for evaluation purposes only for the limited Term of this POI Agreement. The "**Term**" of the POI Agreement is ninety (90) days from the Effective Date unless otherwise agreed to by the parties in writing. For the services provided under this POI Agreement, Customer may access the Software in the Environment described below, transfer Customer Data from the Data Source identified below, and use the Software to analyze that Customer Data and generate Customer Patterns Reports. "**Customer Patterns Reports**" means those reports referred to in Section 2.2 of the SLA that are generated by the Software and embody the Software's analyses of patterns in Customer Data. Customer Data shall be the Confidential Information of Customer, and the Software shall be the Confidential Information of Unsupervised.

SOFTWARE: Unsupervised for Marketing Platform (together with any modifications, updates and/or documentation that Unsupervised chooses to provide) (the "**Software**").

ENVIRONMENT: A hosted environment provided by Unsupervised (hosting platform provided by Amazon Web Services for Unsupervised) (the "**Environment**").

DATA SOURCE: Google Analytics Data and any data imported via Amazon S3, with a limit of up to 50 gigabytes ("**Customer Data**"). You agree not to submit any personal information during this evaluation.

DISCLAIMERS AND LIMITATIONS OF WARRANTIES AND DAMAGES. The disclaimers and limitations of warranties and liabilities set forth in the SLA apply to the Software and services under this Order Form; provided, however, that notwithstanding anything to the contrary in the SLA, in no event will a party's cumulative liability for any claims arising out of or related to the Software or the services under this Agreement exceed one hundred U.S. Dollars (\$100.00). The existence of one or more claims will not serve to enlarge this limit. The foregoing limit of liability applies to any indemnification obligation set forth in the SLA. The above provisions are fundamental elements of the basis of the bargain between the parties for Unsupervised offering this trial and evaluation for no fee and under this POI Agreement.

Exception for Logo Usage: The parties mutually agree that Section 2.4 of the SLA will not apply during the Term of this POI Agreement. For the avoidance of doubt, Unsupervised will not use Customer's name or logo in any marketing materials or customer lists.

Further Agreements. Customer's evaluation of the Software under this Agreement does not bind or commit the parties to pursue any further business relationship. Neither party will have any liability to the other for any fees, costs, or expenses incurred during the Term of this POI Agreement if one party decides not to enter into a further business relationship. If the parties wish to enter into a further business relationship, they will negotiate a separate written agreement for that purpose.

Termination. Either party has the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Unsupervised will destroy Customer Data processed by the Software within thirty (30) days of the expiration of the Term or the effective date of any earlier termination of this Agreement.