BARNESTORM, INC. Intellectual Property License

Last Updated: September 17, 2021

This Intellectual Property License ("License") governs your use of BARNESTORM, INC. Content and the Services. Capitalized terms used but not defined in this License are defined in the <u>BARNESTORM, INC. Customer</u>

<u>Agreement</u> or other agreement with us governing your use of the Services (the "Agreement").

1. BARNESTORM, INC. Licensor

Barnestorm, Inc. Grants this license. "BARNESTORM, INC" and "BARNESTORM" are individually referred to herein as an "BARNESTORM, INC. Licensor".

2. No Agency

This License forms a separate agreement between you and the BARNESTORM, INC. Licensor without any further action required by the parties. BARNESTORM, INC. Licensor grants this License in its own capacity and no other party is acting as agent of BARNESTORM, INC. Licensor or has capacity to bind BARNESTORM, INC. Licensor.

3. License

BARNESTORM, INC. Licensor or its licensors own all right, title, and interest in and to the Services, BARNESTORM, INC. Content, and all related technology and intellectual property rights. Subject to the terms of this License and the Agreement, BARNESTORM, INC. Licensor grants you a limited, royalty-free, revocable, nonexclusive, non-sublicensable, non-transferrable license to copy and use the BARNESTORM, INC. Content solely in connection with your permitted use of the Services during the Term. Solely to the extent that applicable law requires the exercise of intellectual property rights owned by BARNESTORM, INC. Licensor or its licensors for you to access or use any Service, BARNESTORM, INC. Licensor grants you a limited, royalty-free, revocable, non-exclusive, nonsublicensable and non-transferrable license to exercise such intellectual property rights during the Term and subject to the terms of this License and the Agreement. No other entity is entitled to or purports to grant or procure the grant of this License. Except as expressly provided in this Section 3, you obtain no other rights under the Agreement or this License from BARNESTORM, INC. Licensor, its affiliates or suppliers to the Services and BARNESTORM, INC. Content, including any related intellectual property rights. Some BARNESTORM, INC. Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this License and any separate license, the separate license will prevail with respect to the BARNESTORM, INC. Content or Third-Party Content that is the subject of such separate license.

4. License Restrictions

Neither you nor any End User will use the Services or BARNESTORM, INC. Content in any manner or for any purpose other than as expressly permitted by this License and the Agreement. Neither you nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Services or BARNESTORM, INC. Content (except to the extent such Content is provided to you under a separate license that expressly permits the creation of derivative works), or (b) sublicense the Services or BARNESTORM, INC. Content. These license restrictions will continue to apply following the termination of this License.