Concept Systems, Inc.

Intellectual Property & Technology License Agreement: groupwisdom™

Concept Systems, Inc
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This End-User License Agreement ("agreement") is a legal agreement between License Owner (the person or legal entity that has accepted this agreement) and Licensor, Concept Systems, Inc. ("CSI"), for use of the CSI internet-based computer application groupwisdom™, printed materials, and on-line or electronic documentation (collectively the "application").

Use of the application is governed by the terms and conditions of this agreement, the application documentation and other printed and electronic materials provided to License Owner in connection with this agreement, including references to the definitions, registration procedure, CSI's pricing guides, and sample projects. By accessing or otherwise using the application, License Owner agrees to be bound by the terms of this agreement.

1. Grant of license

License Owner is granted a non-exclusive, non-transferable, non-sublicensable license to access the application via the internet using compatible internet browsers as identified in the application documentation and use the application to collect statement content and project data, conduct sorting, rating, and participant questions/demographic collection, and produce and analyze results based on the terms and conditions of the license purchased.

User Definitions

a. **License Owner:** The person or institution who has paid to license groupwisdom™. The License Owner is the Account Owner and will be contacted for all account-related needs, including data deletion.
b. **Project Administrator**: An individual assigned by the License Owner to access, use, and edit the project and project data.

License options and terms and conditions

a. Project License
b. **Term:** The Project License term begins on the activation date and expires after two years. License Owner and Project Administrators can access the project and edit project data during the two-year term.

c. **Activation:** Project Licenses must be activated within one year of purchase. If not activated within this period, the license term will automatically begin on the one-year anniversary of the purchase date.
d. **Authorized Users:** License Owner and up to two (2) Project Administrators.
e. **Data Retention:** Project data is retained one year after the license expiration date. The License Owner and Project Administrators cannot access the data during this one-year Data Retention term, except as provided in the Data Retention and Deletion Policy, in Section 4.
f. Subscription same formatting
    i. A subscription license may be activated as a one-year subscription, or a two-year subscription.
    ii. This license is intended for use by a single user (license owner) and their research support (Project Administrator). License Owner may designate up to two Project Administrators per project who will have access to the project and project data. License Owner shall not rent, lease, sell, resell, lend, transfer, share login information or passwords, or otherwise permit any person or entity other than License Owner to use, in any manner, the application, or any portion or component of it.
    i. **Term:** The License term begins on the activation date and expires after twelve (12) months for annual subscription, and twenty-four (24) months for a two-year subscription.
    ii. **Activation:** Project Licenses must be activated within one year of purchase. If not activated within this period, the license term will automatically begin on the one-year anniversary of the purchase date.
    iii. **Authorized Users:** License Owner and up to two (2) Project Administrators.
    iv. **Data Retention:** Project data is retained one year after the license expiration date. The License Owner and Project Administrators cannot access the data during this one-year Data Retention term, except as provided in the Data Retention and Deletion Policy, in Section 4.

2. Payment

Payment in full is required prior to the activation and use of the application. After receipt of full payment, CSI will provide access to the license purchased to the License Owner.

3. Use and access

a. License Owner must purchase a license to access the application.
b. License Owner shall not rent, lease, sell, lend, transfer, share login information or passwords, or otherwise permit any person or entity other than License Owner to use, in any manner, the application, or any portion or component of it.
c. License Owner may designate up to two Project Administrators per project who will have access to the project and project data.
d. License Owner will not (i) transmit or share License Owner identification or password codes to persons other than License Owner (ii) permit the identification or password codes to be cached in proxy servers and/or accessed by individuals or entities other than License Owner, or (iii) permit access to the application through a single identification or password code being made available to multiple users on a network.
e. Project Administrator will not (i) transmit or share Project Administrator identification or password codes to persons other than License Owner (ii) permit the identification or password codes to be cached in proxy servers and/or accessed by individuals or entities other than License Owner, or (iii) permit access to the application through a single identification or password code being made available to multiple users on a network.
f. License Owner or Project Administrator may provide hyperlinks to non-CSI web sites as a convenience to project participants in the customizable areas of the project screens. CSI does not control these web sites and is not responsible for the content of any non-CSI web sites or any hyperlink in a linked- to- web site. CSI does not endorse, recommend, or approve any non-CSI web site hyperlink from a customizable screen within the application. CSI disclaims any and all liability, obligation, and/or warranty to any entity or person arising from or related to the

content, services, or products or use of the content, services, or products available through such a hyperlink. License Owner hereby agrees to hold harmless, defend, and indemnify without limit CSI from any and all claims, losses, and/or damages of any type, including but not limited to special, direct, incidental, consequential or punitive damages (including, but not limited to loss of use, lost data, or lost profits), arising from and or relating to such hyperlinks, including, but not limited to all expenses and attorney's fees.

g. License Owner or Project Administrator shall not provide hyperlinks to or in the project for commercial purposes, including, but not limited to sales or marketing, the upload of viruses or other malicious code, and anything that is unlawful and/or deceptive.

h. License Owner or Project Administrator agrees to use the application in a manner that complies with and is permitted by all applicable laws, including but not limited to intellectual property, including trademark, patent, copyright laws, privacy laws, and any and all export controls and regulations.

i. If License Owner or Project Administrator intends to use the application, related services and content in conjunction with the medical or health information of particular individuals, you acknowledge and agree that the application, related services, and content are not "HIPAA-ready", "HITECH-ready", "HIPAA-compliant", or "HITECH-compliant" and will not assist with or ensure compliance with HIPAA or HITECH, and that License Owner is solely responsible for using the application related services and content in a manner consistent with all applicable federal and state privacy laws relating to medical or health information.

j. The License Owner or Project Administrator will not directly or indirectly transfer the application or documentation to any country to which such transfer would be prohibited by the U.S. Export Administration Act, as amended, and the regulations issued there under or any other applicable export control laws, regulations, or orders.

k. The License Owner or Project Administrator will not use the application, or any related content licensed under this agreement to (i) create obscene or defamatory work or (ii) to in any way violate the trademark, trade name, copyright, or other intellectual property rights of CSI or any third-party.

l. The License Owner or Project Administrator may not, or permit or cause another person or entity to, modify, reverse engineer, decompile, disassemble, or create derivative works from or based upon the application and/or any component or portion thereof or any application documentation.

4. Data Retention and Deletion Policy

Data retention

a. Project data is retained one year after the project expiration date. The License Owner and Project Administrators cannot access the data during this one-year data retention term. If the License Owner or Project Administrators need access to the data for performing GCM related tasks and analyses in groupwisdom™, the License Owner must extend the project license.

b. The exception to this policy is a one-time request for access to project data for transferring to the Owner via download in standard data storage formats.

c. CSI will store the License Owner account and contact information for up to two years after the last purchase. CSI may contact the License Owner to update their account details annually until deletion. Other limitations on and/or permissions to use and access may be identified in CSI's invoice to License Owner, which is hereby incorporated into this agreement.

d. To prioritize user privacy, technical safeguards ensure that personally identifiable information is never required for participation in Group Concept Mapping studies and that participation can be fully anonymous. All data is stored in accordance with GDPR and industry best practices and is retained only for the time necessary to support the research process.

Data deletion

a. For project licenses, data is accessible for the two-year license term and then retained in an inaccessible archive for one additional year before being permanently deleted, unless the License Owner requests a license extension, or one-time access for data downloading.
b. If a License Owner is unresponsive at the end of the data retention period, CSI follows a structured notification process before proceeding with irreversible data deletion. These practices are designed to safeguard participant privacy, protect research integrity, and align with the evolving needs of our clients and partners.
c. The License Owner can contact sales@groupwisdom.com to request one-time access to the data, or to extend the license term or data retention term. Current pricing is published on the website: groupwisdom.com

Data Deletion Communication Procedure

a. Notification
b. The License Owner will receive at least one email notification before their data is scheduled for deletion
c. Response Window
    i. Users will have until the data retention end date to take action (e.g., respond with plans to extend their license and/or download their data).
    ii. If the Account Owner is unresponsive, Concept Systems will continue with the Data Deletion process.
d. Deletion Process
    i. If the user is unresponsive, their data will be permanently deleted from the groupwisdom™ server after the designated retention period.
    ii. Once deleted, the data cannot be restored.

5. CSI confidential information

a. In the course of License Owner's use of the application, CSI may disclose CSI Confidential Information to License Owner.

b. Confidential Information means any and all technical and non-technical information or know- how of a proprietary, confidential, or trade secret nature owned by a disclosing party, in whatever form, including but not limited to, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, application programs, application source documents, manuals and documentation related to the application programs, methods and concepts embodied in such application, and formulae related to current and future proposed products and services of each of the parties, including, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, pricing, including that contained in any quotation or invoice, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising, marketing plans, regardless of whether it has been marked or designated as confidential and, in addition, any other information not covered by one of the aforementioned categories that is designated as proprietary, confidential, or trade secret, that is disclosed to the receiving party in any form, including, but not limited to in writing, electronically, visually, or orally. The application shall be deemed Confidential Information of CSI.

c. License Owner shall not disclose Confidential Information of CSI to a third party except in response to a court order or other legal process after having given reasonable notice of the order or process to CSI such that CSI has the opportunity to protect the Confidential Information with a confidentiality order or other treatment prior to the disclosure. License Owner shall not use Confidential Information except as necessary to exercise the rights granted herein.

d. Confidential Information does not include that: is, at the time of disclosure,

    i. available to the public, or subsequently becomes available to the general public without restriction by CSI;

ii. which License Owner can demonstrate was known thereto at the time of disclosure without restrictions on its use and evidence by sufficient documentation;

iii. which is independently developed by the License Owner without reference to or use of the Confidential Information and evidenced by sufficient documentation;

iv. which is disclosed without restriction to the License Owner from a source other than CSI who is not under any obligation of confidentiality with respect to such information; or

v. which CSI notifies License Owner in writing that it may disclose.

e. The License Owner or Project Administrator agrees that CSI and its affiliates may control and process information according to the privacy policy.

f. Notwithstanding the foregoing and unless expressly prohibited by a separate agreement, License Owner agrees that CSI may use License Owner's name and logo (in a form acceptable to License Owner or currently in use by License Owner) to identify License Owner as a customer on CSI'S website or in marketing or publicity materials or as may be required by any government regulation, law, or order.

6. Term & termination

a. Termination of Access: The term of this agreement will commence after full payment for the application is received by CSI and will continue to the expiration date. Project License Owners may only create one project per license purchased and may not collect or enter additional statement content through groupwisdom™ platform for any additional projects.

b. Without prejudice to any other rights, CSI may terminate this agreement and License Owner's access to the application, if License Owner fails to comply with any term or condition of this agreement.

c. Any and all limitations on CSI's liability and customer remedies, disclaimers of warranties, and limitations on use and/or disclosure of information shall survive any termination of this agreement.

7. Ownership & proprietary rights

a. CSI and, as applicable, its suppliers and/or Licensors, reserve all rights in the application not expressly granted to License Owner in this agreement. The application is licensed, not sold, and remains the exclusive property of CSI and as applicable, its suppliers and/or Licensors who retain the title, copyright, trademark, and all other intellectual property rights in the application, and the accompanying printed or electronic materials. This agreement gives the License Owner no rights to the content of the application. License Owner will be the owner of data entered by License Owner into the application and the content of the results of analysis of such data created using the application.

b. The application is protected by copyright, trademark and/or patent laws and international treaty provisions. Trademarks and/or service marks (including logos and designs) found on and within the application or otherwise provided to License Owner by CSI are trademarks/service marks that identify CSI, and the goods and/or services provided by CSI. Except as otherwise provided herein, such marks may not be used under any circumstances without the prior written permission of CSI.

c. The application in source code form remains a confidential trade secret of CSI and as applicable, its suppliers and its Licensors, and therefore, License Owner will not modify the application or attempt to decipher, decompile, disassemble or reverse engineer the application, except to the extent applicable laws may specifically prohibit such restriction.

8. Confidentiality of project-based data

d. License Owner agrees and acknowledges that CSI and its service providers will have access to information entered by License Owner into the application, including that information which License Owner may deem confidential information.

e. Per our privacy policy, CSI and its service providers will not use or disclose this information for any purpose other than performing this agreement and the services required thereby, and the provider will not disclose any License Owner entered information to any person or entity, without the prior written consent of the License Owner, unless directed to do so by a court order.

f. CSI and its service providers disclaim all liability of any kind relating to License Owner information, including for consequential, exemplary, special, incidental, or punitive damages.

9. Publication of content derived using groupwisdom™

a. License Owner must acknowledge Concept Systems, Inc. in any written, oral, or visual publication or presentation of the results from the use of the application. License Owner will acknowledge use as follows:

> *Concept mapping analysis and results conducted using* groupwisdom™ *application: Concept Systems, Inc.; all rights reserved.*
>
> *For APA format:*
>
> groupwisdom™ (Build 2021.24.01) [Web-based Platform]. (2025). Ithaca, NY. Available from http://www.groupwisdom.tech.
>
> *For MLA format:*
>
> groupwisdom™. Build 2021.24.01. Web-based Platform.
> Concept Systems, Incorporated, 2025. Browser based statistical platform, available from http://www.groupwisdom.tech

b. License Owner shall include the following disclaimer: "The views and conclusions expressed in this document/presentation are those of the author(s) and do not necessarily represent the policies or positions, either expressed or implied, of Concept Systems, Inc."

10. U.S. government restricted rights

The application and application documentation, either printed or electronic, are provided with restricted rights. Consistent with the relevant sections of the Code of Federal Regulations, as applicable, the application and documentation are to be licensed to United States Government organizations/end users with only those rights as granted by the terms and conditions contained in the application licenses customarily provided to the public. The manufacturer is Concept Systems Incorporated, 136 East State Street, Ithaca, NY 14850.

11. No representations or warranties

a. CSI makes no representation or warranties with respect to the application, any information, materials, or graphics contained in or made accessible by the application. CSI does not warrant or guarantee that the application will meet License Owner requirements, that its operation will be uninterrupted or error-free, or that access will be available at all times. The application is provided 'as IS' and 'with all faults.' CSI, its suppliers, and Licensors disclaim all warranties, whether express, implied, or statutory, including but not limited to the warranties of merchantability or fitness for a particular purpose, or any warranties relating to the reliability, availability, accuracy or completeness of results, workmanlike effort, lack of viruses or other malware, lack of negligence, condition of title, quiet title or possession, correspondence to description, and non-infringement. No oral or written information or representation given by CSI'S employees, distributors, dealers, or agents shall be valid or increase the scope of the above warranties or create any new warranties.

b. This agreement does not change License Owner rights, if any, under applicable mandatory local law.
c. License Owner agrees to hold harmless and defend CSI without limitation from any and all claims of any kind arising from or relating to License Owner's use and/or access to the application or breach of this agreement by License Owner, including any and all costs and expenses arising from or related to such claims, including reasonable attorneys' fees.

12. Customer remedies

CSI's entire liability and your exclusive remedy for any breach of warranty or any other breach of this agreement shall be, at CSI's option, either (a) the lesser of two thousand dollars ($2,000.00) or the price paid for the application license giving rise to such liability, or (b) repair or replacement of the application.

13. Limitations on liability

a. To the maximum extent permitted by law, under no circumstance shall CSI, its Licensors, its suppliers be liable to License Owner or any third-party for damages of any kind under any theory of recovery, at law or in equity, including without limitation, special, direct, incidental, consequential or punitive damages (including, but not limited to loss of use, lost data, or lost profits), arising out of or in any manner connected with the access or use of the application, including results obtained through use thereof, or the failure to provide information or services relating to the application or Licensors data, information, or materials even if CSI has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
b. In the event that mandatory applicable local law prohibits the limitation or exclusion of liability for damages, including but not limited incidental or consequential damages, CSI'S, and its Suppliers' and/or Licensors', if any, liability for incidental or

consequential damages shall be the lower of one thousand dollars ($1,000.00) or the minimum permitted by law. In no case shall CSI'S, its SUPPLIER'S, and/or LICENSOR'S aggregate liability for any claim and any type of damages exceed the lesser of the price actually paid by License Owner to CSI for the application license giving rise to the claim or two thousand dollars ($2,000.00).

14. Miscellaneous

a. CSI reserves the right at any time to alter the general availability of the application, prices for future orders, features, specifications, capabilities, functions, licensing terms for future orders, release dates, or other characteristics of the application. Later issued versions of this agreement shall supersede and become the terms and conditions under which the access and use of the application is governed.
b. License Owner warrants that all information provided by License Owner to CSI is true and up to date and that the person entering this agreement on behalf of License Owner has the authority to do so.
c. CSI has no obligation to maintain the application, and if it chooses to maintain the Application it has no obligation to provide License Owner with corrections or improvements.
d. CSI may use technical information related to the License Owner's operation of the application to improve our application and services. CSI may share it with hardware and application vendors to improve the utilization of the application.
e. The validity, construction, and performance of this agreement will be governed by the law of the State of New York, as if this agreement were executed in, and to be fully performed within, the State of New York, and without regard to its principles of conflicts of laws. The parties expressly agree that the Uniform Commercial Code and the United Nations Convention on Contracts and the International Sale of Goods will not apply. Any legal action or proceeding arising from and/or related to this Agreement shall be brought exclusively in the federal and/or state court of New York that is geographically closest to CSI's Ithaca, NY offices. License Owner expressly

consents to the personal jurisdiction and exclusive venue therein. If this product was acquired outside the United States, then mandatory local law may apply.

f. Except as set forth herein, the exercise by either party of any of its remedies provided for herein will be without prejudice to such other remedies as may be provided herein or otherwise. The breach and/or threatened breach of this agreement may result in irreparable harm to CSI and impair its value in such a way that is difficult or impossible to calculate and License Owner acknowledges and agrees that CSI is entitled to seek, in addition to any other remedy provided for at law, equitable relief to protect its interests, without the necessity of posting bond or surety, including but not limited to injunctive relief, as well as money damages.
g. If any provision of this agreement is held to be void or declared illegal, invalid, or unenforceable for any reason whatsoever, that provision shall be divisible from this agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected. The parties shall replace as closely as possible a valid and enforceable term reflecting the intention of the parties.
h. Except as set forth herein, this agreement may not be amended or modified, or any provision of it waived, except by a written instrument signed by an authorized representative of CSI.
i. Except as otherwise provided herein, the provisions of this agreement constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.
j. Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.

Please direct questions regarding this license agreement to Concept Systems Incorporated at 136 East State Street, Ithaca, NY 14850, or sales@groupwisdom.com.