

Participation Agreement

This Participation Agreement (“Agreement”) sets forth the legally binding obligations that govern your participation in the online conference or webinar (“Event”) hosted by Tolling Insight LLC (“we,” “us” or “our”) as a participant (“participant,” “you” or “your”). By participating in the Event, you are accepting these terms (on behalf of yourself or the entity that you represent), and you represent and warrant that you have read, understood, and agree to be bound by this Agreement, and the terms, conditions, and notices contained or referenced herein.

- I. Consumer License. Your access to recordings, PowerPoint slides, discussions, and any other content provided during the Event (“Insight Materials”) is subject to this Agreement and is a limited, non-exclusive, non-sublicensable, non-transferable license to access and use such Insight Materials, content, virtual item or other material for your personal, noncommercial use only, only for as long as such materials are made available to you by us and only in accordance with this Agreement. You have no right to reproduce, sell, distribute, communicate to the public, make available to the public, or transform any Insight Materials, including in connection with any use, creation, development, modification, prompting, fine-tuning, training, testing, benchmarking or validation of any artificial intelligence or machine learning tool, model, system, algorithm, product or other technology (“AI Tool”), in any media format or channel now known or hereafter devised. Additionally, Events and Insight Materials are to be viewed by you only and you are not permitted to record, reproduce or share the Event or Insight Materials in any way. Except as we specifically agree in writing, no element of the Insight Materials may be used or exploited in any way other than as part of the authorized product made available to you. You may own the physical media on which elements of the Insight Materials are made available to you, but we retain full and complete ownership of our intellectual property. We do not transfer title to any portion of our websites, software, applications, content, virtual items or other materials and/or services to you. Likewise, the purchase of or participation in an Event and access to use any Insight Materials does not create an ownership interest

in our websites, software, applications, content, virtual items or other materials and/or services.

II. Restrictions on Your Use of Insight Materials. You agree that you will not nor permit another person to do any of the following without our express written permission, and that these restrictions are a condition to your license:

- a. copy the Insight Materials (except as expressly permitted by us);
- b. rebroadcast, transmit or perform the Insight Materials;
- c. create derivative works of the Insight Materials or any part thereof, except as and only to the extent that any foregoing restriction is prohibited by applicable law;
- d. move, decompile, reverse-engineer, disassemble, or otherwise reduce to human-readable form the Insight Materials and/or the underlying technology, any digital rights management mechanism, device, or other content protection;
- e. modify the Insight Materials, including, but not limited to, by removing identification or other proprietary notices from the Insight Materials, or by framing, mirroring, or utilizing similar techniques;
- f. access or use the Insight Materials in a manner that suggests an association with our products, services or brands;
- g. use the Insight Materials for any commercial or business-related use or build a business utilizing the Insight Materials, or engage in any activity to enable third parties to engage in any of the foregoing activities, in each case whether or not for profit;
- h. bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the Insight Materials;
- i. access, monitor, copy or extract the Insight Materials using a robot, spider, script, or other automated means, including, for the avoidance of doubt, for the purposes of creating or developing any AI Tool; or
- j. use the Insight Materials in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement;

III. Violation. Any attempt to perform any of the restricted actions listed above in Section II is a violation of our rights and/or the intellectual property rights holder.

IV. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE INSIGHT MATERIALS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND PARTICIPATION IN THE EVENT IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

V. General Provisions. This Agreement constitutes the entire agreement between you and us regarding your participation in the Event. You may not assign your rights or delegate your obligations under this Agreement without our prior written consent. This Agreement does not create any rights in any third party. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law principles. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other. Our waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of the Agreement itself. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be changed and interpreted so as best to accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.