

BUSINESS VALUATION RESOURCES, LLC ("BVR")

Data Contribution Agreement—Please read carefully.

This Data Contribution Agreement (this "Agreement") is entered into between You (as defined below) and BVR. This Agreement serves to outline the provisions under which You agree to provide Data (as defined below) regarding Your transaction(s) to BVR, and the associated rights and obligations of both parties in relation to the Data and its' use by BVR.

Note About Revised Terms. BVR MAY, AT ANY TIME, REVISE THE TERMS OR CONDITIONS OF THIS AGREEMENT AT ANY TIME (THE "REVISED TERMS") BY POSTING AN UPDATED SET OF THE REVISED TERMS ON BVR'S WEBSITE AT THE FOLLOWING LINK [<https://www.bvresources.com/license-agreements>] WITH THE DATE ON WHICH THE REVISED TERMS BECOME EFFECTIVE. FOR EXISTING CUSTOMERS WHO HAVE PROVIDED DATA TO BVR AND BEEN GIVEN LOG-IN CREDENTIALS, YOU WILL BE PROMPTED TO CLICK AND RENEW YOUR ACCEPTANCE OF THIS AGREEMENT ONLINE AT SUCH TIMES WHEN BVR HAS POSTED REVISED TERMS IN ORDER TO CONTINUE TO ACCESS THE LIMITED CONTENT (AS DEFINED BELOW), WHICH SHALL BE DEEMED TO BE BVR'S NOTICE TO YOU OF SUCH REVISED TERMS. YOUR CONTINUED ACCESS AND USE OF THE LIMITED CONTENT FOLLOWING SUCH ELECTRONIC ACCEPTANCE WILL CONSTITUTE YOUR ACKNOWLEDGEMENT OF HAVING READ AND AGREED TO THE REVISED TERMS AND BE CONCLUSIVELY DEEMED TO BE AN ACCEPTANCE BY YOU OF THE REVISED TERMS. WE STRONGLY ENCOURAGE YOU TO REVIEW THE TERMS AND CONDITIONS FOR THIS AGREEMENT POSTED ONLINE ON BVR'S WEBSITE REGULARLY IN ADDITION TO WHEN PROMPTED TO CLICK AND RENEW YOUR ACCEPTANCE.

1. **Defined Terms.** The below capitalized terms have the following meanings:

(a) "You" means the company or firm which intends to submit Data to BVR on the execution and acceptance of this Agreement for the purpose of subscribing and creating an account with BVR. The term "Yours" or other similar derivative words have corresponding meanings in relationship to each other, as applicable, in the context in which such terms are used in this Agreement.

(b) "Data" means any and all information and data respecting a particular transaction which You provide to BVR by any means and whether in electronic or physical form, including without limitation where submitted online in a transaction report or sent or provided to BVR by e-mail or manual delivery.

Other capitalized terms used but not defined in this Agreement have the meanings ascribed to them in BVR's Single User License Agreement ("Single ULA").

2. **Consideration.** By entering into this Agreement, You hereby agree that by providing Data regarding Your business transaction to BVR, BVR will grant You a limited, non-exclusive, non-transferrable license (the "License") to access and use the DealStats platform including the DealStats Value Index, a quarterly publication analyzing private company acquisitions from BVR's database (see <https://www.bvresources.com/dealstats>) (the "Limited Content") which License is granted pursuant and subject to the terms and conditions of BVR's Single ULA which You shall be required to sign or electronically accept, as the case may be, as a condition to accessing the Limited Content. The terms and conditions of BVR's Single ULA are found on BVR's website at <https://www.bvresources.com/docs/default-source/license-agreements/bvr-master-user-license-agreement.pdf>. In addition, Your name and contact details will be listed in BVR's "Contributor Network" database which allows others to source intermediaries by

name, location and industry specialization, including connecting brokers with business owners seeking to purchase, sell or otherwise market their business or services. You are able to make your name and contact information private and inaccessible to the public or opt out of inclusion in BVR's "Contributor Network" entirely at any time through your online account.

3. BVR's Use of Data.

3.1 You understand and acknowledge that by providing Data to BVR You give BVR the right in perpetuity to publish, manipulate, reproduce, and otherwise use the Data (in whole or in part) freely and in any manner as determined by BVR, in its' sole discretion, to be of value or otherwise in the interests of BVR's business operations and its customers and subscribers. Without limiting the foregoing, the Data may be used, combined or contrasted with other data, information or Content (as such term is defined in the Single ULA) and then made available to BVR's subscribers and other customers as part of BVR's standard business operations.

3.2 In addition, You understand and acknowledge that, subject only to Section 3.3 below, that You do not have the right to dictate BVR's use of the Data and that You will not be able to withdraw the Data, or prevent BVR from using the Data, once the Data has been provided to BVR. Upon Your written request, BVR may, in its' discretion, grant an exception and withdraw Data you have provided in connection with one or more transactions from the Content, if BVR does not regard such withdrawal as having a deleterious or otherwise negative effect on the Content.

3.3 To the extent You have marked or made a notation in writing on a transaction report that certain line items or portions of the Data thereon should remain anonymous or confidential (the "Marked Data"), BVR shall take commercially reasonable efforts to protect the anonymity or confidentiality of the Marked Data by avoiding, to the greatest extent possible, the publication or use of the Marked Data in such a way that would identify You as its source or the parties involved in such transaction; provided however that such Marked Data may nonetheless be used by BVR by being combined and consolidated with other Data for statistical or analytical purposes and for such Data to then be published and form part of the Content which BVR publishes or makes available to its customers.

4. Incorporation of Terms and Conditions of Single ULA. This Agreement constitutes an addendum to each Single ULA that You have, or will be, electronically accepting or signing and Section 17 "Entire Agreement" of the Single ULA shall be read to include and refer to this Agreement. Except as expressly amended or modified by the terms of this Agreement, all other terms of the Single ULA apply to the License and are hereby incorporated by reference into this Agreement, including without limitation, Section 10 "Default and Termination" Section 13 "Limitation of Liability" and Section 14 "Indemnity". For purposes of the License granted herein, the Single ULA is hereby amended and modified as follows:

- (a) The License is limited in scope to the Limited Content as described in Section 2 above.
- (b) Provision of the Data to BVR constitutes payment for the License hereunder in place of any subscription fee payable pursuant to Section 8 of the applicable Single ULA.
- (c) Unless otherwise agreed to with BVR in writing, the Term of the License as described in the Single ULA shall be for a period of three (3) months for each transaction in respect of which Data has been provided to BVR (in each case, the "Contributor License Term"). In the case of the first transaction for which Data has been provided to BVR, the Contributor License Term shall commence on the date on which BVR provides You with log-in credentials to access the Limited Content. Where during the continuance of

and prior to the expiry of an existing Contributor License Term you provide BVR with Data for a new transaction, the Contributor License Term for the License granted for such new transaction shall commence on the date on which the existing Contributor License Term expires. **The duration of the Contributor License Term for new or additional submissions or delivery of transaction Data to BVR may be revised from time to time as described above.**

5. **Additional Transactions.** For clarification, Data which is submitted or delivered to BVR in a report will be for one particular transaction. Should You wish to submit Data for additional transactions, either concurrently or at different times, each will be submitted or delivered as a separate transaction report and will entitle You to a new License for the then current Contributor License Term. Each License granted to you for Data submitted or delivered in respect of a transaction will continue to be subject to the current terms and conditions of this Agreement and the Single ULA.
6. **Representations and Warranties.** You represent, warrant and covenant as follows:
 - (a) You are authorized to provide Data to be used freely by BVR without limitations or restrictions. The Data is not proprietary and no consent or approval of a third party is required for You to provide the Data to BVR or for the Data to be used by BVR as described in this Agreement.
 - (b) Provision of the Data to BVR does not: (i) constitute a breach or default any contract or agreement to which You are a party, (ii) violate any applicable laws to which You or the Data are subject, or (iii) infringe on any rights of any third parties or violate any trade secrets as to proprietary knowledge or technology.
 - (c) The Data is accurate and truthful. Without limiting BVR's rights and remedies, to the extent You discover or are made aware that any of the Data is inaccurate, You will promptly notify BVR in writing and provide a description of the inaccurate Data and information that corrects or replaces the inaccurate Data.
 - (d) You have the legal power, right and authority to enter into this Agreement and be bound by its terms, covenants, and obligations. Any individual accepting and agreeing to this Agreement on behalf of a company or other entity (including any governmental agency) represents and warrants that they have the authority to do so, and that they have the authority to bind such company or entity to the terms and conditions of this Agreement.
7. **Nature of Relationship.** Nothing in this Agreement shall create a relationship of partnership, joint venture, agency, employment or franchise between the parties hereto. You shall not make any representations and warranties to Your clients or any other person regarding BVR, the Data or BVR's use of the Data.
8. **Governing Law and Disputes.** This Agreement, including its interpretation, existence, validity, or scope, and including any dispute arising from, relating to, or in any manner connected with this Agreement, the parties' dealings hereunder, or any breach or enforcement thereof (each a "Dispute") shall be construed under and resolved in accordance with the laws of the State of Oregon, exclusive of its choice of law principles. You consent to the exclusive jurisdiction of the state and federal courts of Oregon. Any Dispute shall be resolved by binding arbitration pursuant to the commercial arbitration rules of (and by filing a claim with) the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Unless You and BVR agree otherwise, the arbitration shall occur in

Portland, Oregon. This agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. sections 1 -16 to the exclusion of inconsistent state laws.

9. **Electronic Acceptance.** Your electronic submission and clicking "accept" shall constitute Your agreement and acceptance of the terms and conditions of this Agreement, and to the electronic delivery and acceptance thereof, which shall thereupon become a valid and binding agreement between You and BVR with the same force and effect as a physically signed original. **BY CLICKING ACCEPT YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS' TERMS AND CONDITIONS CONTAINED HEREIN.**

04/21/2024