

# End User Research and Experience

## Acknowledgement and Waiver

By participating in any research and user experience sessions (individually, a "Session" and collectively, "Sessions") and providing any feedback, observations, comments, criticisms, suggestions, or other information ("Feedback") to With One App Inc. ("oneapp") in connection therewith, I acknowledge that I understand and agree to the following terms ("Feedback Terms"):

- I agree that oneapp has the right to use the Feedback at oneapp's sole discretion, for any reason or purposes, including incorporating any portion of the Feedback into oneapp's products or services, without notice to, payment to or consent from me.
- I hereby irrevocably and unconditionally assign to oneapp all right, title, and interest in and to Feedback and any products or services contemplated thereby or derived therefrom.
- I agree that my name, image, likeness, title, and company/organization affiliation, trademarks, may be used in oneapp's internal business activities to identify me as the source of any statements made during a Session.
- During the Session, I will not disclose to oneapp any confidential information or trade secrets of any current or former employer or other third party and I represent that my participation in the Session does not and will not cause me to breach any agreement or obligation I may have with any current or former employer or other third party.
- I acknowledge that oneapp may provide me with a financial incentive for a Session, which shall be my sole monetary compensation for agreeing to these Feedback Terms, along with the consideration of the opportunity to provide Feedback and potentially benefit from such Feedback as a customer of oneapp.

### • Confidentiality:

- Applicability. This language in this provision will apply to the extent that, oneapp and I and/or oneapp and my company/organization are not bound by pre-existing confidentiality obligations through an agreement in effect between the parties, including without limitation, a Non-Disclosure Agreement, oneapp Terms of Service, or oneapp Platform Agreement ("Agreement").
- Definition. Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, security reports and attestations, audit reports, customer lists, pricing, concepts, processes, plans, designs and other strategies, "know how", inventions, financial, and other business and/or technical information and materials of Disclosing Party and its affiliates. Confidential Information does not include any information which: (a) is publicly available through no breach of these Feedback Terms or fault of Receiving Party; (b) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without violation of Disclosing Party's rights; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.
- Use and Disclosure. Except as otherwise authorized by Disclosing Party in writing, Receiving Party will not (a) use any

Confidential Information of Disclosing Party for any purpose outside of exercising Receiving Party's rights or fulfilling its obligations under these Feedback Terms and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to its, its affiliates', and their respective employees, legal counsel, accountants, contractors, and in oneapp's case, subcontractors (collectively, "Representatives") who have a "need to know" as necessary for Receiving Party to exercise its rights or fulfill its obligations under these Feedback Terms. Receiving Party is responsible for its Representatives' compliance with this confidentiality provision. Representatives will be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this provision. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care.

- Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if so required pursuant to a regulation, law, subpoena, or court order (collectively, "Compelled Disclosures"), provided Receiving Party gives Disclosing Party notice of a Compelled Disclosure (to the extent legally permitted). Receiving Party will provide reasonable cooperation to the Disclosing Party in connection with a Compelled Disclosure at the Disclosing Party's sole expense.
- Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this confidentiality provision and that, in the event of an actual or threatened breach of the provisions of this confidentiality provision, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

## • Order of Precedence

- In the event of any conflict or inconsistency between the terms relating to the use of Feedback set forth in the [Terms of Service](#) and these Feedback Terms, these Feedback Terms will prevail.