

MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS CLIENT'S ACQUISITION AND USE OF SAPIO SCIENCES' SERVICES. WHEN EITHER CLICKING A CHECK BOX INDICATING YOUR ACCEPTANCE, EXECUTING A SUBSCRIPTION FORM THAT REFERENCES THIS AGREEMENT OR BY EXECUTING A SUBSCRIPTION FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND YOUR AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, AND/OR OTHERWISE USING THE SAPIO SCIENCES SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS, BROWSE OR OTHERWISE USE THE PLATFORM OR THE SAPIO SCIENCES SERVICES.

THIS AGREEMENT IS EFFECTIVE BETWEEN CLIENT AND SAPIO SCIENCES LLC AS OF THE DATE OF CLIENT'S ACCEPTING THIS AGREEMENT.

SAPIO SCIENCES DIRECT COMPETITORS ARE PROHIBITED FROM ACCESSING THE SERVICES, EXCEPT WITH SAPIO SCIENCES PRIOR WRITTEN CONSENT. IN ADDITION, THE SERVICES MAY NOT BE ACCESSED FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. DEFINITIONS

"ACH" means an electronic network for financial transactions. An ACH is a computer-based clearing house and settlement facility established to process the exchange of electronic transactions between participating financial institutions.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Content" means information obtained by Sapio Sciences from publicly available sources and made available to Client through the Services.

"Client" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Subscription Form.

"Client Data" means electronic data and information submitted by or for Client to the Services, excluding Content and Non-Sapio Sciences Applications.

"Documentation" means applicable guides and help made available via the services or the Sapio Sciences web site.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Marketplace" means an online directory, catalog or marketplace of applications that interoperate with the Services, including the Synergy Store and any related websites.

"Subscription Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Client and Sapio Sciences or any of their Affiliates, including any addenda and supplements thereto. By entering into a Subscription Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Services" means the products and services that are ordered by Client under a Subscription Form or online purchasing site, or provided to Client free of charge, and made available online by Sapio Sciences, including associated Sapio Sciences offline or mobile components. This agreement covers both free and purchased services. When there are differences between these two services for

licensing purposes in relevant sections of this agreement, the two will be distinguished by referring to them as either “Free Services” or “Purchased Services”. For clauses that apply to both free and purchased services, they will be referred to as “Services”.

“Sapio Sciences” means the Sapio Sciences LLC company described in the “Sapio Sciences Contracting Entity, Notices, Governing Law, and Venue” section below.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Client to use a Service, for whom Client has purchased a subscription (or in the case of any Services provided by Sapio Sciences without charge, for whom a Service has been provisioned), and to whom Client (or, when applicable, Sapio Sciences at Client’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Client, and third parties with which Client transacts business.

2 MODIFICATIONS TO TERMS

2.1 Sapio Sciences reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms at any time by posting such changes on or through the Services or the Sapio Sciences Website. Please check these Terms periodically for changes. Your continued use of the Sapio Sciences Services after such changes have been posted as provided above constitutes your binding acceptance of such changes. Such amended Terms will automatically be effective upon the earlier of (i) your continued use of the Sapio Sciences Services, or (ii) 30 days from posting of such modified Terms on or through the Platform. Notwithstanding the foregoing, the resolution of any dispute that arises between you and Supplier will be governed by the Terms in effect at the time such dispute arose.

3 SAPIO SCIENCES RESPONSIBILITIES

3.1 Provision of Services. Sapio Sciences will (a) make the Services and Content available to Client pursuant to this Agreement, and the applicable Subscription Forms and Documentation, (b) provide applicable Sapio Sciences standard support for the Purchased Services to Client at no additional charge, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Sapio Sciences will provide advance electronic notice), and (ii) any unavailability caused by circumstances beyond Sapio Sciences reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, Internet service provider failure or delay, or denial of service attack.

3.2 Protection of Client Data. Except for Free Services, Sapio Sciences will maintain appropriate safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include measures designed to prevent unauthorized access to Client Data. For the purposes of the Standard Contractual Clauses, Client and its applicable Affiliates are each the data exporter, and Client's acceptance of this Agreement, and an applicable Affiliate's execution of a Subscription Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. After such 30-day period, Sapio Sciences will have no obligation to maintain or provide any Client Data, and as provided in the Documentation will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control, unless legally prohibited.

The Services may be performed using equipment or facilities located in the Asia, Europe or the United States. The Sapio Sciences US service providers are either Privacy Shield compliant or have executed Standard Contractual Clauses that provide legal grounds for assuring that, when processed in the United States, the personal data of EU citizens that are processed by Sapio Sciences customers when using the Sapio Sciences Service will receive from the Supplier and its service providers located outside the EU an adequate level of protection within the meaning of Article 46 of Regulation (EU) 2016/679 (General Data Protection Regulation).

By agreeing to these Terms, the Client grants Sapio Sciences a general authorization in the meaning of Article 28 (2) of Regulation (EU) 2016/679 to engage processors for the purposes of providing the Sapio Sciences Services. Sapio Sciences will inform the Client of changes in such Service Providers in accordance with the procedure of modifying these Terms as stipulated in section 2 of this Agreement.

List of Service Providers:

Amazon Web Services

Hosting services including EC2 for computing services, RDS for Database, S3 for File storage/backup services, ElasticSearch for document searching and Lambda for computing services.

3.3 **Free Trial.** If Client registers on Sapio Sciences or an Affiliate’s website for a free trial, Sapio Sciences will make the applicable Service(s) available to Client on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Client registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Client for such Service(s), or (c) termination by Sapio Sciences at its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data or Client customizations made to the services by or for Client, during Client’s free trial will be permanently lost unless Client purchases a subscription to the same services as those covered by the trial, purchases applicable upgraded services before the end of the trial period. Client cannot transfer data entered or customizations made during the free trial to a service that would be a downgrade from that covered by the trial; therefore, if Client purchases a service that would be a downgrade from that covered by the trial, the Client data will be permanently lost.

Free trial the services are provided “as-is” without any warranty and Sapio Sciences shall have no indemnification obligations nor liability of any type with respect to the services for the free trial period unless such exclusion of liability is not enforceable under applicable law in which case Sapio Sciences liability with respect to the services provided during the free trial shall not exceed \$500.00. without limiting the foregoing, Sapio Sciences and its affiliates and its licensors do not represent or warrant to Client that: (a) Client’s use of the services during the free trial period are free from error or that data provided during the free trial period will be accurate. notwithstanding anything to the contrary in the “limitation of liability” section below, Client shall be fully liable under this agreement to Sapio Sciences and its affiliates for any damages arising out of Client’s use of the services during the free trial period, any breach by Client of this agreement and any of Client’s indemnification obligations hereunder.

3.4 **Free Services.** Sapio Sciences may make Free Services available to Client. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Client without charge up to certain limits as described in the Documentation. Usage over these limits requires Client’s purchase of additional resources or services. Client agrees that Sapio Sciences, in its sole discretion and for any or no reason, may terminate Client’s access to the Free Services or any part thereof. Client agrees that any termination of Client’s access to the Free Services may be without prior notice, and Client agrees that Sapio Sciences will not be liable to Client or any third party for such termination.

The free services are provided “as-is” without any warranty and Sapio Sciences shall have no indemnification obligations nor liability of any type with respect to the free services unless such exclusion of liability is not enforceable under applicable law in which case Sapio Sciences liability with respect to the free services shall not exceed \$500.00. without limiting the foregoing, Sapio Sciences does not represent Client that free services will be continuous, error-free, or that data and (c) usage data provided will be accurate. notwithstanding anything to the contrary in the “limitation of liability” section below, Client shall be fully liable under this agreement to Sapio Sciences for any damages arising out of Client’s use of the free services, any breach by Client of this agreement and any of Client’s indemnification obligations hereunder.

4 USE OF SERVICES AND CONTENT

4.1 **Subscriptions.** Unless otherwise provided in the applicable Subscription Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Subscription Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Client agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Sapio Sciences regarding future functionality or features.

4.2 **Usage Limits.** Services and Content are subject to usage limits specified in Subscription Forms and Documentation. If Client exceeds a contractual usage limit, Sapio Sciences may work with Client to seek to reduce Client’s usage so that it conforms to that limit. If, notwithstanding Sapio Sciences efforts, Client is unable or unwilling to abide by a contractual usage limit, Client will execute an Subscription Form for additional quantities of the applicable Services or Content promptly upon Sapio Sciences request, and/or pay any invoice for excess usage in accordance with the “Fees and Payment” section below.

4.3 **Client Responsibilities.** Client will (a) be responsible for Users’ compliance with this Agreement’s provisions, (b) be responsible for the legality of Client Data, including how Client Data was acquired, Client’s use of Client Data with the Services, and the interoperation of any Non-Sapio Sciences Applications with which Client uses Services or Content, (c) use

commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Sapio Sciences promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Client or Users that in Sapio Sciences judgment threatens the security, integrity or availability of Sapio Sciences services, may result in Sapio Sciences immediate suspension of the Services, however Sapio Sciences will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to any such suspension.

- 4.4 **Usage Restrictions.** Client will not (a) make any Service or Content available to anyone other than Client or Users, or use any Service or Content for the benefit of anyone other than Client, (b) sell, resell, license, sublicense, distribute, make available, rent any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-Sapio Sciences Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Sapio Sciences Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Sapio Sciences intellectual property except as permitted under this Agreement, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein, (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.
- 4.5 **Removal of Content.** If Client receives notice that Content must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use, Client will promptly do so. If Client does not take required action in accordance with the above, Sapio Sciences may terminate the Services. If requested by Sapio Sciences, Client shall confirm such deletion and discontinuance of use in writing and Sapio Sciences shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Sapio Sciences is required by any third-party rights holder to remove Content or receives information that Content provided to Client may violate applicable law or third-party rights, Sapio Sciences may discontinue Client's access to Content through the Services.

5 FEES AND PAYMENT

- 5.1 **Fees.** Client will pay all fees specified in the billing section of the Services. Except as otherwise specified herein or in a separate licensing agreement. All fees are based on Service subscriptions purchased. Payment obligations are cannot be cancelled and fees paid are not refundable. Quantities purchased cannot be decreased during the relevant subscription term.
- 5.2 **Payment.** Client will provide Sapio Sciences with valid and updated credit card information, or with a valid purchase order with necessary information to perform ACH transfers. Client authorizes Sapio Sciences to charge such credit card or to perform ACH transfer for all Purchased Services listed in the Subscription Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Unless Service is cancelled by Client, such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Subscription Form. Client is responsible for providing complete and accurate billing and contact information to Sapio Sciences and notifying Sapio Sciences of any changes to such information.
- 5.3 **Overdue Charges.** If any invoiced amount is not received by Sapio Sciences by the due date, then without limiting Sapio Sciences rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Sapio Sciences may condition future subscription renewals on payment terms shorter than those specified in the "Fees and Payment" section..
- 5.4 **Suspension of Service and Acceleration.** If any charge owing by Client under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Client has authorized Sapio Sciences to charge to Client's credit card), Sapio Sciences may, without limiting its other rights and remedies, accelerate Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for Clients paying by credit card or direct debit whose payment has been declined, Sapio Sciences will give Client at least 10 days' prior notice that its account is overdue.
- 5.5 **Payment Disputes.** Sapio Sciences will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6 Taxes and Other Fees. Sapio Sciences fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder. If Sapio Sciences has the legal obligation to pay or collect Taxes for which Client is responsible under this section, Sapio Sciences will invoice Client and Client will pay that amount unless Client provides Sapio Sciences with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Sapio Sciences is solely responsible for taxes assessable against it based on its income, property and employees.

6 PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Sapio Sciences, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Client has the right to access and use applicable Content subject to the terms of applicable Subscription Forms, this Agreement and the Documentation.

6.3 License by Client to Sapio Sciences. Client grants Sapio Sciences, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Sapio Sciences Applications and program code created by or for Client using a Service or for use by Client with the Services, and Client Data, each as appropriate for Sapio Sciences to provide and ensure proper operation of, the Services and associated systems in accordance with this Agreement. If Client chooses to use a Non-Sapio Sciences Application with a Service, Client grants Sapio Sciences permission to allow the Non-Sapio Sciences Application and its provider to access Client Data and information about Client's usage of the Non-Sapio Sciences Application as appropriate for the interoperation of that Non-Sapio Sciences Application with the Service. Subject to the limited licenses granted herein, Sapio Sciences acquires no right, title or interest from Client or its licensors under this Agreement in or to any Client Data, Non-Sapio Sciences Application or such program code.

6.4 License by Client to Use Feedback. Client grants to Sapio Sciences and its Affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users relating to the operation of Sapio Sciences or its Affiliates' services.

6.5 Federal Government End Use Provisions. Sapio Sciences provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7 CONFIDENTIALITY

7.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client includes Client Data; Confidential Information of Sapio Sciences includes the Services and Content, and the terms and conditions of this Agreement and all Subscription Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Sapio Sciences services.

7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the

Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Subscription Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Sapio Sciences may disclose the terms of this Agreement and any applicable Subscription Form to third-parties to the extent necessary to perform Sapio Sciences obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8 REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Sapio Sciences Warranties. Sapio Sciences warrants that during an applicable subscription term (a) Sapio Sciences will not materially decrease the overall security of the Services, (b) the Services will perform materially in accordance with the applicable Documentation, and (c) with the exception of services provided by third parties, Sapio Sciences will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Client's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9 MUTUAL INDEMNIFICATION

9.1 Indemnification by Sapio Sciences. Sapio Sciences will defend Client against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Client"), and will indemnify Client from any damages, attorney fees and costs finally awarded against Client as a result of, or for amounts paid by Client under a settlement approved by Sapio Sciences in writing of, a Claim Against Client, provided Client (a) promptly gives Sapio Sciences written notice of the Claim Against Client, (b) gives Sapio Sciences sole control of the defense and settlement of the Claim Against Client (except that Sapio Sciences may not settle any Claim Against Client unless it unconditionally releases Client of all liability), and (c) gives Sapio Sciences all reasonable assistance, at Sapio Sciences expense. If Sapio Sciences receives information about an infringement or misappropriation claim related to a Service, Sapio Sciences may in its discretion and at no cost to Client (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Sapio Sciences warranties under "Sapio Sciences Warranties" above, (ii) obtain a license for Client's continued use of that Service in accordance with this Agreement, or (iii) terminate Client's subscriptions for that Service upon 30 days' written notice and refund Client any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Client; (2) a Claim Against Client arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Sapio Sciences, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Client arises from Services under an Subscription Form for which there is no charge; or (4) a Claim against Client arises from Content, a Non-Sapio Sciences Application or Client's breach of this Agreement, the Documentation or applicable Subscription Forms.

9.2 Indemnification by Client. Client will defend Sapio Sciences and its Affiliates against any claim, demand, suit or proceeding made or brought against Sapio Sciences by a third party alleging (a) that any Client Data or Client's use of Client Data with the Services, (b) a Non-Sapio Sciences Application provided by Client, or (c) the combination of a Non-Sapio Sciences Application provided by Client and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Client's use of the Services or Content in an unlawful manner or in violation of the Agreement or Subscription Form (each a "Claim Against Sapio Sciences"), and will indemnify Sapio Sciences from any damages, attorney fees and costs finally awarded against Sapio Sciences as a result of, or for any amounts paid by Sapio Sciences under a settlement approved by Client in writing of, a Claim Against Sapio Sciences, provided Sapio Sciences (a) promptly gives Client written notice of the Claim Against Sapio Sciences, (b) gives Client sole control of the defense and settlement of the Claim Against Sapio Sciences (except that Client may not settle any Claim Against Sapio Sciences unless it unconditionally releases Sapio Sciences of all liability), and (c) gives Client all reasonable assistance, at Client's expense. The above defense and indemnification obligations do not apply if a Claim Against Sapio Sciences arises from Sapio Sciences breach of this Agreement or applicable Subscription Forms.

9.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10 LIMITATION OF LIABILITY

10.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CLIENT'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11 TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date Client first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions. THE TERM OF EACH SUBSCRIPTION SHALL BE AS SPECIFIED IN THE APPLICABLE SUBSCRIPTION FORM. EXCEPT AS OTHERWISE SPECIFIED IN A SUBSCRIPTION FORM, SUBSCRIPTIONS WILL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS EQUAL TO THE EXPIRING SUBSCRIPTION TERM, UNLESS EITHER PARTY GIVES THE OTHER NOTICE OF NON-RENEWAL AT LEAST 30 DAYS BEFORE THE END OF THE RELEVANT SUBSCRIPTION TERM. THE PER-UNIT PRICING DURING ANY RENEWAL TERM MAY INCREASE BY UP TO 7% ABOVE THE APPLICABLE PRICING IN THE PRIOR TERM, UNLESS SAPIO SCIENCES PROVIDES CLIENT NOTICE OF DIFFERENT PRICING AT LEAST 30 DAYS PRIOR TO THE APPLICABLE RENEWAL TERM. EXCEPT AS EXPRESSLY PROVIDED IN THE APPLICABLE SUBSCRIPTION FORM, RENEWAL OF PROMOTIONAL OR ONE-TIME PRICED SUBSCRIPTIONS WILL BE AT SAPIO SCIENCES' APPLICABLE LIST PRICE IN EFFECT AT THE TIME OF THE APPLICABLE RENEWAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ANY RENEWAL IN WHICH SUBSCRIPTION VOLUME FOR ANY SERVICES HAS DECREASED FROM THE PRIOR TERM WILL RESULT IN REPRICING AT RENEWAL WITHOUT REGARD TO THE PRIOR TERM'S PER-UNIT PRICING.

11.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Client in accordance with the “Termination” section above, Sapio Sciences will refund Client any prepaid fees covering the remainder of the term of all Subscription Forms after the effective date of termination. If this Agreement is terminated by Sapio Sciences in accordance with the “Termination” section above, Client will pay any unpaid fees covering the remainder of the term of all Subscription Forms to the extent permitted by applicable law. In no event will termination relieve Client of its obligation to pay any fees payable to Sapio Sciences for the period prior to the effective date of termination.

11.5 Surviving Provisions. The sections titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Client Data” will survive any termination or expiration of this Agreement for so long as Sapio Sciences retains possession of Client Data.

12 GENERAL PROVISIONS

12.1 Export Compliance. The Services, Content, other Sapio Sciences technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Sapio Sciences and Client each represents that it is not named on any U.S. government denied-party list. Client will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

12.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Sapio Sciences and Client regarding Client’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

12.4 Headings for Convenience Only. The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

12.5 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Subscription Form s), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Sapio Sciences will refund Client any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 Sapio Sciences Contracting Entity, Notices, Governing Law, and Venue. The Sapio Sciences entity entering into this Agreement, the address to which Client should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit is the United States of America. Sapio Sciences LLC is a Pennsylvania Limited Liability Corporation located at 205 North George St, York, PA 17401, U.S.A., attn: General Counsel. Email notices are to be sent to sales@sapiosciences.com.

12.10 Notices. Unless otherwise specified herein, all required notices related to this Agreement will be effective upon the second business day after mailing or the day of sending if by email. Billing-related notices to Client will be delivered electronically to the billing contact at the Client.

12.11 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice, or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.