TERMS OF USE - ALAMUT™ VISUAL PLUS AND ALAMUT™ BATCH (US/CANADA)

These terms of use ("**Terms**") and, as applicable, related Accepted Order(s) together with any respective appendices are a legal binding agreement ("**Agreement**") governing the relationship between Customer and SOPHiA GENETICS, Inc., a Delaware corporation with its principal office located in Boston MA, USA ("**SG**"), and Customer's subscription to the Licensed Software.

By doing any of the following: (i) clicking the "I accept" button displayed as part of the installation; (ii) downloading or using the Licensed Software; (iii) submitting a Purchasing Document referencing an Order Form and/or the Agreement; or (iv) paying an invoice referencing an Order Form and/or the Agreement, Customer agrees to the following terms and conditions governing its use of the Licensed Software offered by SG and acknowledges that it has read and understood the Agreement.

In the event of a conflict between a provision of these Terms and any provision set forth in any Accepted Order, these Terms shall control unless the relevant Accepted Order expressly states the intent to supersede such conflicting provision of these Terms. Any purchase order or other ordering document provided by Customer that contains or incorporates by reference any terms or conditions different from, or in addition to, the terms and conditions set forth in the Agreement shall not be binding on the Parties or be construed to amend the Agreement, even if accepted by SG.

SG and Customer may each be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

1. DEFINITIONS

a) "**Accepted Order**" means (a) in the case of subscriptions not purchased through the Online Portal, the terms of an Order Form and corresponding Confirmed Purchasing Document and/or, (b) in the case of subscriptions purchased through the Online Portal, the Order Form submitted by the Customer and accepted by SG on the Online Portal.

b) "**Affiliate**" means, with respect to a Person, any legal entity which directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" means the power to direct a Person (or to cause the direction of the management of such Person), whether through ownership of more than fifty percent (50%) of the voting securities of such Person, by contract, or otherwise.

c) "**Authorized Users**" means an individual who is permitted to receive, have access to, or use or display the Licensed Software pursuant to the terms of the Agreement, and shall mean specifically a named or specified (by password, license number or other user identification) individual authorized by Customer to use the Licensed Software, regardless of whether the individual is actively using the Licensed Software at any given time.

d) "**Claim**" means any claim, suit, action, or other proceeding asserted by a third party.

e) "**Confirmed Purchasing Document**" means a Purchasing Document which: (a) references an Order Form and/or the Agreement; and/or (b) SG has accepted in writing (including via email) provided that SG will be deemed to have accepted a Purchasing Document if SG issues an invoice or delivers the Licensed Software with respect to such Purchasing Document. Notwithstanding anything to the contrary in the Agreement, any terms included in a Confirmed Purchasing Document which add to, vary from, or conflict with the terms of the applicable Order Form or the Agreement shall be null and void, and the terms of such Order Form and the Agreement shall govern. Without limiting the generality of the foregoing, terms in a Confirmed Purchasing Document other than (a) the type and quantity of tokens subscribed and (b) the amount of Fees payable for such subscriptions to the Licensed Software (which must be consistent with the pricing set forth in the Order Form) shall be null and void.

f) "**Customer**" means the legal entity specified in the Accepted Order(s) to which SG will license the Licensed Software under the Agreement.

g) "**Effective Date**" means the date when SG provides Customer with confirmation of its subscription to the Licensed Software.

h) "**Force Majeure Event**" means any event affecting a Party which is beyond such Party's reasonable control and not due to such Party's fault or negligence, including without limitation any force majeure event as defined under applicable laws, rules, or regulations, acts of God, internet or telecommunications breakdowns, utility or transmission failures, power failures, denial of service attacks, governmental restrictions, acts of war, epidemics or pandemics, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions or boycotts, fires, explosions, or floods.

i) "**Fees**" means subscription fees and other charges payable to SG in relation to the subscription to the Licensed Software as set forth in an Accepted Order.

j) "**Harmful Code**" means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network,

or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Licensed Software as intended by the Agreement.

k) "**Initial Term**" shall be for the period of one (1) year (or any shorter period as set out in an Accepted Order) and shall commence on the Effective Date.

l) "**Licensed Software**" means SG's Alamut™ Visual Plus, Alamut™ Batch, and any Update thereof.

m) "**Losses**" means any and all liabilities, losses, damages, penalties, awards, settlements, costs, or expenses, including without limitation reasonable attorneys' fees or other expenses of litigation.

n) "**Online Portal**" means the online portal where the Customer can buy subscriptions to the Licensed Software.

o) "**Order Form**" means the document provided to Customer by SG or, as applicable, the relevant webpage available on the Online Portal relating to the subscription by Customer of the Licensed Software, specifying (i) the number of tokens; (ii) the Fees due by Customer; and (iii) if applicable, any specific terms and conditions of the subscription.

p) "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

q) "**Personal Data**" means any information relating to an identified or identifiable person who can be identified directly or indirectly.

r) "**Purchasing Document**" means any document (including a purchase order) provided by Customer to SG in relation to the purchase of the number of subscriptions (or tokens) to the Licensed Software as set out in an Order Form.

s) "**Renewal Term**" means any subsequent one (1) year period commencing upon expiration of the Initial Term or of any previous Renewal Term.

t) "**Representatives**" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

u) "**SG Technology**" means (a) the Licensed Software, including any related computer code, scripts, neural networks, artificial intelligence, application programming interfaces, methodologies, processes, templates, work flows, diagrams, tools, algorithms, formulas, user interfaces, know-how, trade secrets, techniques, designs, inventions, third-party services and other tangible or intangible technical material, information and works of authorship underlying the Licensed Software; (b) all Updates; (c) all derivative works of any of the foregoing; and (d) all intellectual property rights in or to any of the foregoing.

v) "**Subscription Term**" means the Initial Term and Renewal Term(s).

w) "**Updates**" mean all upgrades, enhancements, improvements, maintenance releases, additions, and modifications of the Licensed Software.

2. LICENSE AND SUPPORT

a) <u>License Grant</u>. Subject to and in accordance with the Agreement, including, without limitation, payment of all applicable Fees, SG grants Customer a non-exclusive, non-sublicensable, and non-transferable license to install and use one copy of the Licensed Software per Authorized User, solely for Customer's internal use by Authorized Users during the Subscription Term. Customer may only allow Authorized Users to access and use the Licensed Software. Customer will not make available, directly or indirectly, by any technical means, the Licensed Software accessible to users other than the Authorized Users. The number of simultaneous users may not at any time, throughout the Subscription Term, be greater than the maximum number of tokens set out in the Accepted Order. Customer may at any time purchase additional tokens from SG. Any additional token will be subject to the Agreement.

b) <u>Updates</u>. If SG provides Customer with an Update of the Licensed Software, it is recommended that the Customer shall install and use such Update.

c) <u>Support</u>. Support services will be provided by SG in accordance with the provisions of our support Service Level Agreement as published here https://www.sophiagenetics.com/legal-documents/ (as amended from time to time) ("**Support SLA**"). The terms of the Support SLA shall be fully incorporated by reference to the Agreement and shall form an integral part of the Agreement.

3. OBLIGATIONS

a) <u>Use Restrictions</u>. Customer shall not, and shall not permit its Representatives or Authorized Users, to access or use the SG Technology, except as expressly permitted by the Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure that its Representatives shall not, except as the Agreement expressly permits: (a) copy (except for one backup copy of the Licensed Software), modify or create derivative works or improvements of the SG Technology; (b) rent,

lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any SG Technology to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of SG Technology, in whole or in part; (d) bypass or breach any security device or protection used by the SG Technology, or access or use the SG Technology other than by an Authorized User; (e) input, upload, transmit, or otherwise provide to or through the SG Technology, any information or materials that are unlawful or injurious, or contain, transmit or activate any Harmful Code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SG Technology, or SG's provision of services to any third party, in whole or in part; (g) access or use the SG Technology in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other SG customers), or that violates any applicable laws, rules, or regulations; or (i) access or use the SG Technology beyond the scope of the express authorization granted under the Agreement.

b) <u>Cooperation</u>. Customer shall at all times during the Subscription Term: (a) be responsible for the acquisition, installation, testing, monitoring, maintenance, update and troubleshooting of adequate hardware, network connections, and services necessary to use the Licensed Software, including all network infrastructure related hardware and software such as switching and routing equipment, name resolution systems, centralized data backup and recovery systems, virus protection systems, firewall and intrusion detection systems, physical security, etc.; (b) provide all cooperation and assistance as SG may reasonably request to enable SG to perform its obligations under and in connection with the Agreement; (c) use the Licensed Software in compliance with (i) all applicable laws, rules, and regulations, and (ii) recommendations or documentation provided by SG, including all technical documents available at https://www.sophiagenetics.com/docs/ and to the terms of license of the Open Source Components used by SG; and (d) retain sole responsibility for all use of the Licensed Software by any Person, including all results obtained from, and all conclusions, decisions, and actions based on such use. Customer hereby acknowledges and agrees SG is not responsible for delays arising out of Customer's failure to provide such cooperation.

c) <u>Intended Use</u>. Customer will use the Licensed Software in accordance with its intended use, recommendations, or documentation provided by SG. Customer is responsible for ensuring that the way that it uses the Licensed Software complies with all applicable laws and regulations.

4. WARRANTY

a) <u>Disclaimer of Warranties</u>. Except as otherwise expressly provided in the Agreement and to the maximum extent permitted by applicable law: (i) the SG Technology is provided "as is"; (ii) SG MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, AND SG SPECIFICALLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, regarding the Licensed Software; (iii) SG does not warrant that the Licensed Software will be accurate, complete or without error; (iv) the use of the Licensed Software is entirely at Customer's risk and SG makes no warranties as to the accuracy, quality or reliability of the reports, results, data or other information obtained by or from accessing and using the Licensed Software; (v) SG does not warrant that the communications to or through the use of the Licensed Software will be un-interrupted or error free; and (vi) SG does not warrant that the communications will be secure or that any data will not be lost, damaged or corrupted.

b) <u>Warranty</u>. SG warrants that Licensed Software shall, for a period of thirty (30) days after the earlier of its first use or activation (as determined by SG), conform in all material respect to its applicable documentation. Upon receipt of written notice that SG has failed to comply with such warranty, SG will, as Customer's sole and exclusive remedy for such failure, use commercially reasonable efforts to fix the applicable non-conformity.

c) <u>Components(s) of Open Software</u>. The Licensed Software may utilize third party software made available under various open source software licenses ("**Open Source Components**"). The terms associated with the Open Source Components are available in the user guide, help documentation, and/or the release notes for the Licensed Software. Customer agrees to comply with any and all applicable terms. In addition to the warranty disclaimers contained in the terms associated with the Open Source Components, SG makes the following disclaimers regarding the Open Source Components on behalf of itself, and the copyright holders, contributors, and licensors of the Open Source Components: to the maximum extent permitted by applicable law, the Open Source Components are provided by the copyright holders, contributors, licensors, and SG "as is" and SG MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, AND SG SPECIFICALLY DISCLAIMS ALL WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, regarding the Open Source Components. In no event will the copyright owner, contributors, licensors, or SG be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of the Open Source Components.

d) Third-party data. To the extent that Customer loads third-party data from external sources such as public or private databases, Customer warrants that it has all appropriate rights and licenses from such external sources to access, upload, and use such data.

5. **CONFIDENTIALITY**

a) Confidential Information. Each Party (the "**Disclosing Party**") may from time to time during the Term disclose to the other Party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, that is reasonably identifiable as confidential or proprietary, based on the circumstances of its disclosure, or by its nature is not intended to be disclosed to unauthorized third parties ("**Confidential Information**"). SG's Confidential Information shall include, without limitation, the terms of the Agreement and information regarding SG Technology.

b) Confidentiality, Non-use, and Non-disclosure Obligations. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose except as necessary for the performance of the Agreement, and will disclose the Confidential Information of the Disclosing Party only to the Representatives of the Receiving Party who have a need to know such Confidential Information for such purpose and who are subject to confidentiality obligations no less protective of the Disclosing Party's Confidential Information than those contained in this Section 5. The Receiving Party will: (a) protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care; and (b) promptly advise the Disclosing Party upon becoming aware of any loss, disclosure, or duplication of the Confidential Information, or of any breach of the Agreement, including, without limitation, the misappropriation of the Confidential Information.

c) Exceptions. The Receiving Party's obligations under this Section 5c) will not apply to any portion of the Disclosing Party's Confidential Information if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (x) approved in writing by the Disclosing Party; (y) necessary for the Receiving Party to enforce its rights under the Agreement or in connection with a legal proceeding; or (z) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party, as permitted by applicable law, rules, and regulations, notifies the Disclosing Party of such required disclosure in writing promptly, and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

d) Duration. Notwithstanding the expiration or termination of the Agreement, the Receiving Party's obligations under this Section 5 shall remain in effect for five (5) years following the expiration or termination of the Agreement. Notwithstanding the foregoing, with respect to any of Disclosing Party's Confidential Information which constitutes a trade secret under applicable law, rule or regulation, the Receiving Party's obligations under this Section 5 shall remain in effect for so long as such information continues to constitute a trade secret. In addition, the Receiving Party shall be entitled to retain one (1) copy of the Disclosing Party's Confidential Information for archival purposes or otherwise as allowed per the terms under the Agreement.

6. **FEES AND PAYMENT**

a) Fees. Customer agrees to pay SG the Fees. All Fees paid are non-refundable and non-creditable. In the case of subscriptions not purchased through the Online Portal or renewed subscriptions, invoices are payable within thirty (30) days of the invoice date by bank transfer (wire and ACH) and/or, in the case of subscriptions purchased through the Online Portal, Fees are payable through the Online Portal. SG may suspend access to Licensed Software if Customer fails to pay any sum due, if after ten (10) days written notice, the failure has not been cured. In the event Customer fails to pay an invoice when due, SG may in its sole discretion, charge interest on the unpaid amounts at a monthly interest rate equal to the maximum interest rate allowed by law or 1% per month (whichever is lower) (accrued on a day per day basis).

b) Fee Adjustments. The Parties agree that SG may increase Fees by up to the greater of: (a) five percent (5%); or (b) the change in the U.S. Consumer Price Index (all urban consumers) on the last day of the Initial Term or any subsequent Renewal Term. Any such increase in Fees shall be effective automatically (without further notice to Customer) upon commencement of a Renewal Term.

c) Taxes; Other Charges. Customer shall be responsible for and shall pay or reimburse SG for all applicable taxes, duties or charges or any kind, including but not limited to sales and use tax, which may be levied upon either Party in connection with the Licensed Software.

d) Online Portal. SG may engage certain third parties to assist in the provision of payment services integrated with the Online Portal, whereby each of such service or content is governed by the respective third party's terms and privacy policies. Customer understands that (i) SG does not warrant, endorse or assume any liability or responsibility with respect to those third-party services or content, including Customer's enablement or use thereof, any sums due or transactions thereunder, or provision of any support. Customer agrees to address any comments, queries, complaints or feedback about such third-party services or content with the respective third-party provider; and (ii) data may flow between SG and such third-party provider.

7. INTELLECTUAL PROPERTY RIGHTS

a) Proprietary Rights. As between Customer and SG, all right, title, and interest in and to the SG Technology, including all intellectual property rights therein, is and shall remain the sole and exclusive property of SG. SG reserves the right, in its sole discretion, to make any changes to the Licensed Software. If such change causes a material reduction in the entire functionality of the Licensed Software, then as its sole and exclusive remedy, Customer shall have the right to terminate the Subscription Term upon written notice to SG within thirty (30) days following the date such change is implemented.

b) Feedback. Customer acknowledges and agrees that SG will own all right, title and interest in and to any suggestions, recommendations or feedback ("**Feedback**") provided by Customer or Authorized Users to incorporate into or improve the Licensed Software. SG will be entitled to use the Feedback without restriction or compensation to Customer. Customer hereby irrevocably assigns to SG all right, title, and interest in and to the Feedback, including all intellectual property rights embodied therein.

c) Reservation of Rights. Except for the licenses expressly granted to Customer in the Agreement, Customer is not provided with any license or right to the SG Technology, or the intellectual property rights therein, whether by implication, estoppel, or otherwise. Customer is not granted any right to use any trademark, service mark, logo or trade name of SG. Customer may not remove, alter, or obscure any proprietary notices contained on or within the SG Technology.

d) Publicity. Each Party shall seek the other Party's prior written approval to use said other Party's name, trademark, trade name, or logo in any press release, advertisement, publicity, or public announcement; except that: (a) Customer grants to SG and its Affiliates, a non-exclusive, non-transferable, worldwide license to use and reproduce Customer's name and logo for the purpose of disclosing the Parties' business relationship relating to the Agreement; and (b) Customer is authorized to use SG's name solely to identify SG as a supplier of the SG Technology.

8. DATA PRIVACY

a) SG shall not access, collect, process or store Personal Data from data subjects other than users of the Licensed Software (including, without limitation, Authorized Users). To the extent that SG accesses or collects any Personal Data from any user, SG processing and storage of such Personal Data shall be governed by SG's Privacy Policy set forth in: https://www.sophiagenetics.com/privacy-policy/ (as amended from time to time).

b) Customer agrees that it will not input Protected Health Information as defined under the *Health Insurance Portability and Accountability Act of 1996* and associated rules, as amended from time to time ("**HIPAA**") into the Licensed Software.

9. TERM AND TERMINATION

a) Term. The term of the Agreement shall commence on the Effective Date and continue for the Subscription Term, unless either Party provides written notice of non-renewal at the expiration of the Initial Term or, as applicable, the then-current Renewal Term to the other Party at least sixty (60) days prior to such expiration, in which case the Agreement shall expire without renewing upon the expiration of the Initial Term or the then-current Renewal Term.

b) Termination for Breach. In the event that either Party materially breaches any provision of the Agreement, the non-breaching Party may terminate the Agreement effective upon thirty (30) calendar days' prior written notice to the breaching Party, provided that such material breach remains uncured upon the expiration of such thirty (30) day period.

c) Effect of Termination or Expiration. Upon any expiration or earlier termination of the Agreement, except as expressly otherwise provided herein: (a) all rights, licenses, consents, and authorizations granted to use the Licensed Software hereunder will immediately terminate; and (b) Customer and all Authorized Users shall immediately cease all use of the Licensed Software and delete all copies thereof.

d) Surviving Terms. The provisions set forth in the following Sections, and any other right or obligation of the Parties in the Agreement that, by its nature, should survive termination or expiration of the Agreement, will survive any expiration or termination of the Agreement: Sections 4, 5, 7, 9c), 9d), 10, 11 and 12.

10. LIMITATION OF LIABILITY

a) SUBJECT TO SECTION 10c) BELOW: IN NO EVENT WILL SG, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUE, THE COST OF PROCURING SUBSTITUTE SERVICES REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY, EVEN IF AD-VISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SG WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM (I) CUSTOMER'S INABILITY TO USE THE LICENSED SOFTWARE, IN CASE OF TERMINATION OR SUSPENSION OF THE AGREEMENT, OR (II) ANY UNAUTHORIZED ACCESS, ALTERATION OF, DELETION, CORRUPTION OR LOSS OF CUSTOMER'S DATA, OR (III) ANY FAILURE TO TRANSMIT OR RECEIVE ANY DATA.

b) IN NO EVENT WILL SG'S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE FEES PAID BY THE CUSTOMER TO SG DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

c) THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 10a) AND 10b) SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT SG DOES NOT EXCLUDE AND/OR LIMIT LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY THE GROSS NEGLIGENCE OF SG, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS.

d) THE REMEDIES IN THE AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

11. INDEMNIFICATION BY CUSTOMER

Customer shall defend, indemnify, and hold harmless SG and its Representatives from and against any and all Losses incurred by or imposed upon SG or any of its Representatives in connection with any Claims, to the extent arising out of: (a) Customer's use of the Licensed Software; (b) Customer's material breach of the Agreement; or (c) gross negligence, willful misconduct, or violation of applicable laws, rules, or regulations by Customer or its Representatives in connection with the Agreement. Customer's indemnification obligations under this Section 11 shall not apply to any Claims arising out of SG's or its Representatives' gross negligence, willful misconduct, or violation of applicable laws, rules, or regulations.

12. MISCELLANEOUS

a) Independent Contractors. The relationship of the Parties established by the Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to create a joint venture or partnership between the Parties or to give either Party the power to act as agent for the other or to enter into any agreement on behalf of the other Party.

b) Force Majeure. A Party shall be excused from a delay or failure to perform its obligations under the Agreement (except for its payment obligations arising hereunder) if such delay or failure results from a Force Majeure Event. Any time specified for completion of performance falling due, during, or subsequent to the occurrence of any such events shall be automatically extended for a period of time equal to the reasonably unavoidable period of such Force Majeure Event.

c) Subcontractors; Assignment; Successors. SG is permitted to subcontract any of its obligations hereunder. Neither Party may assign the Agreement or all or part of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, SG is permitted to, without such consent, assign the Agreement and its rights and obligations hereunder to an Affiliate or in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger, consolidation, change in control or similar transaction. The Agreement shall be binding upon and inure to the benefit of the permitted assigns of the Parties. Any attempted assignment of the Agreement or any rights or obligations hereunder in contravention of this Section 12c) shall be void ab initio.

d) Notices. All notices required to be provided pursuant to the Agreement must be in writing and addressed to the address of the applicable Party as set forth in the any Accepted Order, or to such other address as either Party may instead reasonably designate by written notice to the other Party. Either Party may change its address for notices by providing written notice to the other Party. For communication necessary for the day-to-day performance of the Licensed Software, email communication is acceptable. All notices related to the Agreement must be delivered: (i) by overnight courier; or (ii) by registered mail, postage prepaid, return receipt requested. All notices shall be accompanied by a courtesy copy emailed to the applicable Party. Notices given in accordance with this Section will be deemed to have been properly given: (i) if delivered by overnight courier, one (1) business day after the date sent; or (ii) if delivered by registered mail, postage prepaid, return receipt requested, three (3) business days after the date postmarked.

e) Entire Agreement. The Agreement constitutes the entire agreement and understanding between SG and Customer and supersedes all prior and contemporaneous agreements, documents, and proposals, oral or written, between SG and Customer.

f) No Waiver. A Party's failure to exercise any of its rights under the Agreement will not constitute or be deemed to constitute a waiver or forfeiture of such rights or of any preceding or subsequent breach or default.

g) <u>Amendment</u>. The specific provisions contained in any Accepted Order may not be amended or modified except by the written consent of both Parties. SG may update, amend or modify these Terms from time to time. The Customer will be notified of any update, change or modification of these Terms through the Licensed Software.

h) <u>Governing Law; Arbitration; Forum Selection</u>. The Agreement and action related thereto shall be governed by, construed, and interpreted in accordance with the laws of the State of Massachusetts, USA, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The Uniform Laws of the United Nations Convention of Contracts for the International Sale of Goods shall not apply. In the event a dispute shall arise between the Parties, it is hereby agreed that the dispute shall be referred to the American Arbitration Association for arbitration in accordance with the rules of the American Arbitration Association. A single arbitrator shall conduct all arbitration proceedings in Boston, Massachusetts. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorneys' fees for having to compel arbitration or defend or enforce the award. This is without prejudice to SG's right to initiate legal proceedings against Customer for the recovery of unpaid invoices under Customer's local laws before the competent courts of Customer's domicile.

i) <u>Remedies; Equitable Relief</u>. Notwithstanding Section 12h), each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 3a), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

j) <u>Construction; Interpretation</u>. The Agreement shall be interpreted in accordance with its terms, without any strict construction against or in favor of the drafting Party. The descriptive headings of these Terms are for convenience only, and shall be of no effect in construing or interpreting any provision. As used in the Agreement, the term "including" (or "includes") shall be deemed to mean "including without limitation" (or "includes without limitations"), and the word "or" shall be deemed to be disjunctive but not necessarily exclusive. All communications and notices made or given pursuant to the Agreement must be in the English language. If SG provides a translation of the English language version of the Agreement, the English language version of the Agreement will control if there is any conflict.

k) <u>Severability</u>. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such invalidity or unenforceability will not affect the other provisions of the Agreement; and (b) such invalid or unenforceable provision will be reformed as necessary to make it valid and enforceable, in a manner that most closely approximates the original intent of such provision.

l) <u>U.S. Federal Government</u>. If the Customer is a U.S. governmental agency, body or institution, the Licensed Software is provided in accordance with the following: software and technical data rights granted to the federal government include only those rights customarily provided to end user customers. SG provides this customary commercial license in software and technical data pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

m) <u>Signatures; Counterparts</u>. Any documents to be signed by the Parties in connection with the Agreement (including any Accepted Order) may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via email in ".pdf" form with any qualified electronic signature (e.g., DocuSign), or via other transmission method.

n) <u>Online Contracting</u>. If the Agreement was accepted electronically via the Online Portal or any other online means, either Party may request that the Parties re-confirm their acceptance of the terms of the Agreement by means of a written document signed by both Parties' authorized signatories.