

# ACKNOWLEDGEMENT OF DOTMATICS TERMS

This document creates a binding contract (the “*Agreement*”) between the entity identified as “Customer” below (“*Customer*” or “*You*”) and Dotmatics LLC, a Delaware corporation, (if Customer is located in the United States) or Dotmatics Limited, a company registered in England or Wales, (if Customer is located anywhere other than in the United States) (each of Dotmatics LLC and Dotmatics Limited, a “*Dotmatics Entity*”). For purposes of this Agreement, the Dotmatics Entity that is a party to this Agreement shall be referred to as “*Dotmatics*”. This Agreement is subject to the Dotmatics Terms and Conditions (the “*Terms*”), and the Terms are an integral part of this Agreement as if fully set forth herein. You acknowledge that, prior to signing this Agreement, you have been provided a copy of the Terms and/or you have had opportunity to review the Terms online, and that, if desired, you have also had opportunity to seek the advice of counsel. You understand that the Terms are also available for review at <https://www.dotmatics.com/terms-and-conditions>. By signing this Agreement, you are agreeing to be bound by the Terms. Customer and Dotmatics may each be referenced as a “*Party*” throughout this Agreement, or together they may be referenced as the “*Parties*.” The Terms alone do not obligate you to purchase any products or services from Dotmatics, nor do they obligate Dotmatics to sell or provide any products or services. In order to purchase any particular products and/or services from Dotmatics, you understand that you must also execute a separate document, in a form acceptable to Dotmatics, that (i) identifies the specific products and services being purchased, (ii) sets forth any additional or different terms and conditions that apply to such purchase, and (iii) expressly states that it is subject to this Agreement and/or the Terms (a “*Ordering Document*”). By signing a Ordering Document, you are agreeing to purchase the products and services identified therein, subject to any additional terms and conditions therein. In the event any Ordering Document between Dotmatics and you conflicts with the Terms, the Terms will govern such conflict unless the Ordering Document expressly identifies the provisions of the Terms to be superseded and expressly states the Parties’ intent that the Ordering Document should govern, in which event the Ordering Document will supersede the conflicting provisions, but only with respect to the products and services covered by the Ordering Document. No Ordering Document to purchase products and services directly from Dotmatics will become effective until it has been accepted by Dotmatics in any manner permitted by the Terms. All pre-printed or standard terms of any Customer purchase order or other business processing document are hereby rejected and will have no force or effect, regardless of the date it is delivered or processed.

This Agreement will become effective and binding upon Customer and Dotmatics on the date as of which both Parties has signed it (the “*Effective Date*”).

Customer:

*(Insert Customer’s proper corporate name.)*

Customer Address:

*(Insert the address to which notices may be sent to Customer.)*

Primary Customer Contact:

Phone:

Email:

*(Insert contact information for the individual whom Customer initially designates to manage its account relationship with Dotmatics.)*

Billing Contact:

Phone:

Email:

*(Insert contact information for the individual or department to which Dotmatics should address invoices and billing-related communications.)*

Billing Address:

*(Insert the address to which invoices should be sent, if different than Customer’s address stated above.)*

Special Billing Instructions (if any):

Notices to Dotmatics shall be sent to:

**Dotmatics Limited:** The Old Monastery, Windhill, Bishops Stortford, Herts, CM23 2ND UK United Kingdom; or **Dotmatics LLC:** 225 Franklin St., 26th Floor, Boston, MA 02110, USA.

Any Notices delivered to Customer shall be sent to the Customer Address listed in the table above.

**By signing below, each Party signifies its intent to be legally bound by the provisions of this Agreement.**

On behalf of

CUSTOMER: \_\_\_\_\_

*(Insert full corporate name of Customer.)*

On behalf of

DOTMATICS

By (Signature): \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Dotmatics Terms and Conditions

These Dotmatics Terms and Conditions (the “Terms”) govern the contractual relationship between the person or entity identified as the customer in any contract with Dotmatics which states that it is subject to these Terms (the “Customer”) and either Dotmatics LLC or Dotmatics Limited, as applicable. Certain capitalized words and phrases used throughout these Terms, if not otherwise defined where they appear, have the meanings set forth below in Attachment 1 to these Terms. All Dotmatics Offerings are governed by these Standard Terms. Each Dotmatics Offering may also be subject to a set of supplemental terms, as further explained below (each such set of terms, a “Schedule Attachment”). By agreeing to these Terms, Customer also agrees that its purchase of any Dotmatics Offerings shall be subject to each Schedule Attachment that is applicable to the Dotmatics Offerings being purchased, as further explained below. Collectively, these Terms, each applicable Schedule Attachment, any Ordering Document or similar document pursuant to which Customer submits a request to purchase Dotmatics Offerings, and any cover page or similar document mutually executed by the Parties that adopts and incorporates these Terms may be referenced as the “Agreement.”

## 1. Agreement Structure.

**1.1 General.** The core Dotmatics Offering consists of Dotmatics’s proprietary software-based scientific workflow solutions tool, which is designed to automate laboratory workflows for discovery and innovation research. Access to the features and functionality of that platform is made available to customers through either on-premises licensing or via a SaaS model. This Agreement may refer to that software platform, whether delivered through an on- premises license or made accessible via a SaaS model, as the “Dotmatics Product.”

**1.2 Ordering.** Dotmatics will provide to Customer the Dotmatics Offerings specified in each Ordering Document, subject to these Terms and any additional or different terms stated or incorporated by reference into such Ordering Document. Customer accepts and agrees to these Terms by doing any of the following: (a) signing Dotmatics’s Ordering Document or issuing a purchase order referencing these Terms; (b) using the relevant Dotmatics Offering; or (c) making any payment for the relevant Dotmatics Offering. The use of pre-printed forms, including but not limited to purchase orders, e-mail, or acknowledgements, shall be for convenience only and all pre-printed terms and conditions stated on such forms are void and of no effect. No Ordering Document issued to Dotmatics shall be binding upon Dotmatics unless and until it has accepted the Ordering Document. Dotmatics may accept a Ordering Document by countersigning and returning a copy of the same, by expressly confirming acceptance by email, or by commencing delivery of the requested Dotmatics Offering(s). No Ordering Document will be deemed binding upon Dotmatics merely by the passage of time.

**1.3 Schedule Attachments.** Customer acknowledges that certain Dotmatics Offerings are subject to terms and conditions in addition to, or that vary from, those specified in these Terms. In particular,

(i) all purchases of on-premises licenses for the Dotmatics Product are subject to the Software License Schedule Attachment; (ii) all purchases of Access Rights to Dotmatics’s SaaS Services are subject to the SaaS Services Schedule Attachment, and (iii) all purchases of Technical Services are subject to the Technical Services Schedule Attachment (each of the foregoing attachments, a “*Schedule Attachment*”). By executing any Ordering Document or other agreement which incorporates these Terms, or by accepting and/or using the relevant Dotmatics Offering or making payment for the same, Customer agrees to abide by the terms and conditions set forth in the applicable Schedule Attachment, as indicated above. Customer acknowledges that each Schedule Attachment forms an integral part of the Agreement.

**1.4 Conflicting Terms.** If there is a conflict among the Terms, a Schedule Attachment, and any Ordering Document or other written agreement incorporating these Terms, the following rules of interpretation apply: (i) the terms of a Schedule Attachment prevail over any conflicting terms in these Terms, but only with respect to the Dotmatics Offerings that are subject to that Schedule Attachment; and (ii) both the Schedule Attachment and Terms shall prevail over any conflicting terms in the Ordering Document or other agreement unless the Ordering Document or other agreement is mutually executed and expressly states that it is modifying the applicable provision(s) within the Schedule Attachment or terms, in which event the Sale Order or other agreement, as applicable, shall govern, but only with respect to the particular Dotmatics Offerings that are subject to the same.

## 2. Charges and Payment.

**2.1 General.** In consideration for the Dotmatics Offerings purchased under the Agreement, Customer agrees to pay to Dotmatics the amounts set forth on the applicable Ordering Document. Unless otherwise provided on the Ordering Document, Customer shall pay such amounts within (thirty) 30 days following the date of invoice. All payments shall be made in U.S. dollars or British pounds, as indicated in the applicable Ordering Document, and without offset, reduction or abatement. Customer further agrees to reimburse Dotmatics for direct travel costs associated with performance of Technical Services if Dotmatics personnel are required to travel in excess of fifty (50) miles to the location for performance of such Services. Customer’s failure to pay according to the terms of this Agreement shall be a material breach of this Agreement. Dotmatics shall be entitled, without prejudice to its other rights and remedies under this Agreement, (i) to charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, and (ii) at its option, to suspend the provision of any Dotmatics Offerings. Customer shall reimburse Dotmatics for all reasonable costs incurred by Dotmatics in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney’s fees and court costs. Unless otherwise specified on the applicable Ordering Document, Dotmatics may increase recurring charges for Dotmatics Offerings by giving Customer thirty (30) days written notice, and such increase will apply on renewal of the applicable Subscription Term. For avoidance of doubt, Customer alone remains responsible for payment of any amounts that it has agreed to pay Dotmatics’s authorized reseller(s) in consideration for all Dotmatics Offerings purchased through such authorized reseller(s). Customer agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Dotmatics regarding future functionality or features.

**2.2 Disputed Fees.** Customer may reasonably and in good faith dispute an invoiced amount by providing written notice to Dotmatics within thirty (30) days after the invoice date, provided that Customer shall promptly pay the undisputed portion of the invoice pursuant to Section 2.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days.

**2.3 Subscription License Payment Terms.** Upon any purchase of a Subscription to the Dotmatics Product directly from Dotmatics, Customer agrees to pay to Dotmatics, in advance, the full Subscription Fees indicated in the applicable Ordering Document for the first full calendar year of the applicable Subscription Term. Dotmatics will provide Customer with access to the License Keys or Access Protocols, depending upon the delivery method that Customer selects, as indicated in the Ordering Document, and all Dotmatics Offerings are deemed accepted upon delivery. For purposes of this Agreement, “calendar year” refers to each successive twelve (12)-month period, commencing either when the License Key or Access Protocols has been made available to the Customer, or commencing on an anniversary of that date.

**2.4 Downgrade or Cancellation.** Subject to Section 10.1, Customer may cancel or downgrade its subscription at any time before the end of the current Subscription Term. The cancellation or downgrade will take effect at the end of the current Subscription Term. Customer will continue to have access to all the features of its Subscription until the end of the current Subscription Term. Dotmatics does not provide any refunds or credits for partial Subscription Terms. To cancel, the account owner or admin can contact our customer support team at [contracts@dotmatics.com](mailto:contracts@dotmatics.com).

**2.5 Taxes.** If any authority imposes a tax, duty, levy, or fee, upon any Dotmatics Offerings, excluding those based on Dotmatics’s net income, Customer agrees to pay that amount as specified in Dotmatics’s invoice or supply Dotmatics with exemption documentation. Customer agrees to pay all those charges directly to

the applicable taxing authorities, or, if at any time Dotmatics is required by law to collect those charges from Customer, Customer will pay them directly to Dotmatics within thirty (30) days after Dotmatics issues an applicable invoice. Customer agrees not to withhold any amounts from its payments to Dotmatics for purposes of paying taxes, unless Customer is required to do so by applicable law. Each Party agrees to obtain and keep receipts from applicable taxing authorities if it pays any taxes that may be imposed on transactions subject to this Agreement, and it will

promptly provide copies of those receipts to the other Party upon

request. Neither Party has any responsibility for paying any portion of income taxes imposed on the other Party.

### 3. Additional Products and Services.

**3.1 Software.** Customer acknowledges that, in limited circumstances, Dotmatics may make available for purchase certain licenses for software products of third-party vendors who have authorized Dotmatics to resell such licenses or to act as the vendor's sales agent. In the event any Ordering Document contemplates Dotmatics's resale to Customer, and Customer's purchase from Dotmatics, of licenses for any third-party software product, Customer acknowledges that each such third-party software product shall be subject to the terms of the applicable End User License Agreement or similar document provided with such third-party software. Customer agrees to comply with each such Agreement and, if Dotmatics so requests, Customer shall execute a copy of each such Agreement and deliver it to Dotmatics or Dotmatics's supplier.

**3.2 Support and Maintenance Services.** Dotmatics provides its standard support and maintenance services, without additional charge to Customer, throughout the duration of each applicable Subscription Term. Dotmatics will provide such support and maintenance services in accordance with Dotmatics's then-current, standard Support Guide. As further described in the Support Guide, Dotmatics may provide such support through a variety of systems including on-line help, FAQ's, training guides and templates, and the use of live help. Customer agrees to provide Dotmatics with all network access and other credentials reasonably required to perform the support and maintenance services. Dotmatics will not require access to any Customer Data as part of the support and maintenance services and, as between the parties, Customer retains all ownership of the Customer Data.

**3.3 Technical Services.** Technical Services (including, for example, Dotmatics Product installation, custom configuration, and related training services) are provided by Dotmatics subject to the terms and conditions of each mutually executed Statement of Work, or as the Parties may otherwise agree in a mutually executed Ordering Document and are generally applicable to Dotmatics's business and are part of the Dotmatics Products. All Technical Services are subject to the Technical Services Schedule Attachment.

**3.4 Purchase of Affiliate Products or Services.** Customer may purchase Products or Services from Dotmatics's Affiliates via the Ordering Document; provided that, such Products or Services will be subject to the applicable Dotmatics's Affiliates terms and conditions identified in the Ordering Document.

**3.5 Free or Beta Services.** If Customer receives any Beta Services, Customer acknowledges and accepts that such Products are provided "AS-IS" without any representations, warranties, support, maintenance or other obligation of any kind. Unless otherwise agreed in an Ordering Document, Dotmatics may terminate Customer's access to, or use of, a Beta Service at any time. In addition, Beta Services are Dotmatics's Confidential Information subject to the "Confidentiality" section below.

**3.6 Cooperation.** Customer agrees, at its own expense, to provide Dotmatics with all reasonable cooperation necessary or appropriate to enable Dotmatics's performance under this Agreement, including (if necessary) providing access to properly equipped facilities and obtaining all Required Consents necessary for Dotmatics to perform its obligations hereunder. "Required Consents" are any consents, approvals or grants of rights necessary such that Dotmatics may, as necessary to perform its obligations hereunder, access, use, and/or modify any third party software, hardware or other products or information used by Customer without infringing or violating the rights of any third party (including, by way of example, privacy rights and intellectual property rights of any kind) and without violating any contractual obligations to which Customer is bound. When Dotmatics's performance under this Agreement requires or is contingent upon Customer's performance of an obligation (including providing Required Consents, approval or notification or taking a recommended corrective action) under this Agreement, and Customer delays or withholds its performance beyond the agreed time period (or beyond five business days, if a time period is not specified), Dotmatics will be relieved of its obligation to perform the affected obligations entirely or, if it is reasonable for Dotmatics to perform once Customer performs, until a reasonable period following Customer's performance of its obligation.

**4. Installation; Infrastructure.** If Customer purchases a Subscription for on-premises use of the Dotmatics Product, Customer acknowledges that, except for the provision of support and maintenance according to its standard policies during the Subscription Term, Dotmatics is not responsible for installation, upgrading, or enhancement of the Dotmatics Product, nor for error correction related to the interaction between the Dotmatics Product and any third party products, nor for any training or other services relating thereto. Customer is solely responsible for obtaining any such additional services and products. Customer also acknowledges that it is solely responsible for procuring and maintaining the systems and infrastructure in which the Dotmatics Product may be installed, and Customer agrees to provide the Storage Area Network (SAN) disk capacity necessary to run the Dotmatics Product, including storage capacity necessary to enable the Dotmatics Product to retain historical system information for any retention periods that Customer may require.

### 5. Confidentiality.

(a) With regard to information that one Party discloses to the other, the disclosing Party is the "Owner," and with regard to information it receives from the other, it is the "Recipient." The Recipient agrees not to disclose or permit access to the Owner's Confidential Information, except to the Recipient's employees and agents who are informed of the confidential nature of the Confidential Information and who have agreed in writing or who are otherwise legally bound to treat the Owner's Confidential Information in a manner consistent with Recipient's duties under this Agreement. The Recipient will not use the Owner's Confidential Information except (i) as necessary to perform the Recipient's duties under this Agreement; (ii) in any other manner that this Agreement expressly authorizes or (iii) in any manner explicitly agreed to by the Owner in writing. Even after termination or expiration of this Agreement, the Recipient will continue to treat Confidential Information received from the other Party in accordance with this Agreement, for so long as the information fits the definition of "Confidential Information," or until use and disclosure of the information would no longer be restricted even if this Agreement remained in full force.

(b) The Recipient's duties under this section will apply only to (i) information which is marked to clearly identify it as the Owner's Confidential Information, or, if disclosed orally, which is identified as Confidential Information both at the time of disclosure and again in a writing delivered by the Owner within a reasonable time; and (ii) information which, due to its nature or the circumstances surrounding its disclosure, any reasonable person would be compelled to conclude is intended by the Owner to be considered confidential and proprietary for purposes of this Agreement. Notwithstanding the foregoing, Customer acknowledges that the Ordering Document, Terms and Conditions, Dotmatics Product, Dotmatics Offerings, the User Documentation, the results of any audit, and any in-person observations while on Dotmatics's premises shall at all times constitute Dotmatics's Confidential Information.

(c) Even if some information would be considered Confidential Information according to the definition stated in this Agreement, the Recipient will have no duties regarding that information if (i) the Recipient develops the same information without any use of information obtained from the Owner; or (ii) the Recipient rightfully obtains the information from some third party, without restrictions on use and disclosure, but only if the Recipient has no knowledge that the third party's provision of that information is wrongful; or (iii) the information is made available to the general public without any direct or indirect fault of the Recipient.

(d) The Recipient will not be in breach of this Agreement by delivering some or all of the Owner's Confidential Information to a court, to law enforcement officials, and/or to governmental agencies, but only if it limits the disclosure to the minimum amount that will comply with applicable law (such as in response to a subpoena) or that is necessary to enforce its legal rights against the Owner. Unless prevented by law, the Recipient agrees to notify the Owner as far in advance as reasonably possible before the Recipient delivers the Owner's Confidential Information to any of those third parties. If requested by the Owner, and if permitted by law, the Recipient will cooperate with the Owner, at the Owner's expense, in seeking to limit or eliminate legal requirements that compel disclosure, or in seeking confidential treatment by the applicable court, law enforcement officials and/or governmental agencies.

(e) The Recipient may permit its attorneys and accountants to view the Owner's Confidential Information, provided that they are under legal and/or professional duties to maintain the information's confidentiality, and only for purposes of advising the Recipient regarding its legal rights and duties.

#### **6. Mutual Representations and Warranties.**

(a) Each of the Parties represents to the other, and for the benefit of the other Party only, that (i) it is a properly incorporated business organization in good standing in the state where it is formed, and it has the corporate power to enter and perform this Agreement under applicable law and under its articles of incorporation, bylaws and/or other governance documents;

(ii) it has obtained any consent it requires to enter and perform this Agreement and that you have the authority to bind the organization; and (iii) it has had adequate opportunity to review and negotiate the terms of this Agreement and to seek the advice of counsel about its rights and duties under this Agreement.

(b) Each of the Parties warrants to the other, and for the benefit of the other Party only, that (i) all of its representations above will remain true throughout the term of this Agreement; and (ii) full performance of its duties under this Agreement will not conflict with its performance under any other legally binding agreement.

**7. Disclaimer.** EXCEPT AS EXPRESSLY REPRESENTED AND/OR WARRANTED UNDER THIS AGREEMENT, DOTMATICS DISCLAIMS, TO THE MAXIMUM EXTENT ENFORCEABLE BY LAW, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY, SYSTEM INTEGRATION, AND ANY OTHER WARRANTIES THAT MAY OTHERWISE BE IMPLIED. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING DOTMATICS OFFERINGS TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE USE OF, AND RESULTS OBTAINED FROM, THE DOTMATICS OFFERINGS. WITHOUT LIMITING THE FOREGOING PROVISION, DOTMATICS DOES NOT WARRANT THAT THE DOTMATICS OFFERINGS WILL BE ERROR-FREE OR THAT USE OF, OR ACCESS TO, SUCH DOTMATICS OFFERINGS WILL BE UNINTERRUPTED, THAT DOTMATICS WILL CORRECT ALL SOFTWARE DEFECTS, OR THAT THE DOTMATICS OFFERINGS WILL MEET CUSTOMER'S REQUIREMENTS. NO WARRANTIES ARE MADE ON THE BASIS OF COURSE OF PERFORMANCE, COURSE OR DEALING, OR TRADE USAGE.

#### **8. Insurance and Indemnification.**

8.1 Insurance. Dotmatics shall maintain in force for the duration of its obligations under the Agreement, at its own cost, such insurance policies as are reasonable and adequate having regard to its obligations and liabilities hereunder. Dotmatics shall upon Customer's written request, not more than once per year, provide documentary evidence that the policy or policies are in force.

8.2 Indemnification by Dotmatics. During the Subscription Term of this Agreement, Dotmatics will defend Customer and the officers, directors, agents, and employees of Customer ("Customer Indemnified Parties") against any direct third-party claim, allegation or legal action (a "Claim") arising from an allegation that Customer's authorized use of the Dotmatics Product in accordance with the terms of this Agreement infringes any intellectual property right of a third party. Further, Dotmatics will indemnify the Customer Indemnified Party against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees. Notwithstanding the foregoing, Dotmatics's indemnification obligation will not apply to Claims to the extent arising from (a) modification of the Dotmatics Product by any party other than Dotmatics without Dotmatics's express consent; (b) the combination, operation, or use of the Dotmatics Product with other product(s), data or services where the Dotmatics Product would not by itself be infringing; (c) unauthorized or improper use of the Dotmatics Product; or (d) Customer's failure to install or utilize the most recent version of the Dotmatics Product. If the use of the Dotmatics Product by Customer has become, or in Dotmatics's opinion is likely to become, the subject of any claim of infringement, Dotmatics may at its option and expense (i) procure for Customer the right to continue using the Dotmatics Product as set forth hereunder, (ii) replace or modify the Dotmatics Product to make it non-infringing so long as the Dotmatics Product has at least materially equivalent functionality, (iii) substitute a materially equivalent for the Dotmatics Product or (iv) if options (i)-(iv) are not reasonably practicable in Dotmatics's sole discretion, terminate this Agreement and refund any prepaid unused fees as of the date of termination. This Section 8.1 states Dotmatics's entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

8.3 Indemnification by Customer. Customer will defend Dotmatics and the officers, directors, agents, and employees of Dotmatics ("Dotmatics Indemnified Parties") against any Claims arising from (a) any use or disclosure by Customer of the Dotmatics Product in violation of this Agreement or (b) the Customer Data. Further, Customer will indemnify the Dotmatics Indemnified Parties against any damages actually awarded or paid in connection therewith, including any reasonable attorneys' fees.

8.4 If a Customer Indemnified Party or a Dotmatics Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 8.1 or Section 8.2, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

#### **9. Limitations of Liability.**

- (a) NEITHER PARTY WILL HAVE LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY, OR STRICT LIABILITY), NOR LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF THE PARTY FROM WHOM THOSE DAMAGES ARE SOUGHT KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE.
- (b) THE MAXIMUM LIABILITY OF A PARTY IN CONNECTION WITH ANY PARTICULAR CLAIM FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL NEVER EXCEED FIFTY THOUSAND DOLLARS (U.S. \$50,000), PROVIDED THAT THE MAXIMUM CUMULATIVE LIABILITY FOR DIRECT DAMAGES OF A PARTY ASSOCIATED WITH ALL CLAIMS UNDER THIS AGREEMENT, CONSIDERED IN AGGREGATE, SHALL NEVER EXCEED THE SUM OF ALL PAYMENTS MADE UNDER THIS AGREEMENT, PROVIDED THAT THE FOREGOING WILL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY AMOUNTS DUE IN THE ORDINARY COURSE. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH SHALL NOT LIMIT OR MODIFY EITHER PARTY'S RIGHTS OR OBLIGATIONS ARISING FROM (I) ONE PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR (III) AN INDIVIDUAL'S DEATH OR BODILY INJURY THAT IS RELATED TO A PARTY'S GROSS NEGLIGENCE.
- (c) THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A MODIFICATION OF THESE PROVISIONS WOULD AFFECT SUBSTANTIALLY THE FEES CHARGED BY DOTMATICS. IN CONSIDERATION OF THESE FEES, CUSTOMER AGREES TO THIS ALLOCATION OF RISK AND HEREBY IRREVOCABLY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

#### **10. Term and Termination.**

10.1 Duration; Termination. This Agreement, including these Terms and all applicable Schedule Attachments thereto, shall become effective upon the Effective Date and shall remain in effect until such time as no Ordering Documents or Subscriptions remain in effect any longer or have been terminated. Each Subscription shall initially remain in effect for the Subscription Term indicated in the applicable Ordering Document. Thereafter, the Subscription Term shall automatically renew and extend for an additional period equal to the initial Subscription Term (a "Renewal Subscription Term"), and such renewals shall likewise be repeated for successive extensions upon expiration of each Renewal Subscription Term, unless either party provides written notice to the other of its intention not to renew at least forty-five (45) days prior to the expiration of the then-current Subscription Term or Renewal Subscription Term, as applicable; provided, however, that in no event shall the aggregate length of the initial Subscription Term and any renewal periods exceed five (5) years without Dotmatics's prior written approval. Any such renewal or extension shall apply to only the specific Subscription and not to any other Subscriptions that may have been purchased under the Agreement. Either Party may terminate this Agreement upon written notice if the other Party has committed a material breach of its obligations arising under this Agreement and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail. If Dotmatics terminates this Agreement or any Ordering Document due to Customer's failure to make timely payments pursuant to Section 2.1, Customer agrees to pay to Dotmatics the remaining value of the then-current Term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate yearly (or monthly as the case may be) recurring fees (as set forth in the Ordering Document) that will become due during the canceled portion of such Term.

10.2 Effect of Expiration or Termination. Upon expiration (without renewal) or termination of any Subscription, any licenses granted under such Subscription shall immediately terminate, access to any SaaS Services under that Subscription shall likewise terminate, and Customer agrees to immediately cease all use of the Dotmatics Product. In the event this Agreement is terminated in its entirety, all Subscriptions shall immediately terminate. Dotmatics shall issue an invoice for all amounts accrued and payable as of such expiration or termination of any Subscription(s), and Customer agrees to pay such invoiced amounts within thirty (30) days. Dotmatics shall promptly make Customer Data available to Customer via an export process and, upon Customer's request, shall delete or erase all Customer Data on Dotmatics's back-up or disaster recovery systems.

10.3 Survival Obligations. Any terms of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including the terms of Section 2 (Charges and Payment), Section 7 (Disclaimers), Section 8 (Indemnification) Section 9 (Limitation of Liability), this Section 10.3 (Survival Obligations), Section 11 (No liability due to *force majeure*), Section 12 (Rules for Interpreting this Agreement), and Section 13 (General and Miscellaneous Provisions), shall remain in effect until fulfilled. Termination of the Agreement does not terminate or otherwise affect any other contract between the Parties.

**11. No liability due to *force majeure*.** If a Party is prevented from performing its duties under this Agreement as a result of an event of *force majeure*, its failure to perform will not be considered a breach of this Agreement, and its performance will be excused for the duration of the *force majeure*. For purposes of this Agreement, an event of "*force majeure*" refers to an act of God, war, terrorism, pandemic, natural disaster and other events beyond reasonable control of the non-performing Party.

## 12. Rules for Interpreting This Agreement.

(a) The Parties agree that the following rules should be applied when interpreting the words of this Agreement, unless the express words of the Agreement indicate otherwise: (i) all references to one gender apply equally to both genders; (ii) definitions of nouns in the singular also apply to the plural, and vice versa; and (iii) any use of the term "including," if followed by a list, will be interpreted to mean "including, without limitation."

(b) References to "sections," "paragraphs," "clauses" and "provisions" or similar terms are references to portions of this document only, unless the reference expressly states otherwise. Whenever this Agreement makes reference to a certain number of days, it is referring to calendar days, unless it specifically references "business days," in which case the counting of days will exclude Saturdays, Sundays, and all holidays when offices of U.S. or U.K., where applicable, banks are closed.

(c) Favorable Interpretation. The Parties intend that this Agreement should be interpreted in all instances as if they participated equally in the drafting of all its provisions, and that no provision in this Agreement should be interpreted in a manner unfavorable to a Party on the basis that it drafted the provision.

(d) Severability. Even if the law will not enforce a provision of this Agreement in a particular instance, the Parties intend to remain bound by the other, enforceable provisions. If the unenforceable provision can be interpreted in a manner that would render it enforceable, while still reflecting the Parties' mutual intent, they intend for that interpretation to apply. If permitted by law, the Parties also intend for the provision that cannot be enforced in that instance to remain applicable in any other instances when it can be enforced.

(e) Amendment. The Parties acknowledge that they may desire to modify this Agreement in the future, but that no modifications will be legally binding unless the modifications are in a writing executed by representatives of each of them.

(f) Waiver. Even if a Party fails to enforce its rights under this Agreement in a particular instance, the other Party must still perform its duties in that instance unless the non-enforcing Party signs a writing that expressly waives its rights in that instance, and any such waiver only applies to the particular instance and particular rights expressly waived.

(g) Headings. The titles to each of the sections of this Agreement are intended only to facilitate convenient reference; the Parties agree that those titles are not part of the Agreement and should not be used to interpret any part of this Agreement.

(h) Counterparts. If the Parties sign multiple copies of this Agreement, they intend that all of those copies will be considered original copies, but together all of those copies represent only one contract.

## 13. General and Miscellaneous Provisions.

(a) Notices. For purposes of any provision of this Agreement requiring notice to be given or received, the Parties agree that the notices must be in writing and delivered by: (1) email addressed to [insert email, such as [dotmatics.renewal@dotmatics.com](mailto:dotmatics.renewal@dotmatics.com)] and such email will be deemed delivered on the date of the device from which the sender sent the email, or (2) in person, by nationally recognized express courier, or (3) by public postal service for which a delivery receipt is obtained. All notices must be delivered to the address which the receiving Party has most recently designated for itself by proper notice; as of the Effective Date, the Parties' respective addresses for purposes of giving notice will be those set forth on the Cover Page. Notices will be deemed effective only when actually received, or when delivery at the proper address has been confirmed by written evidence, such as a signature of the recipient given to an express courier. Except where otherwise expressly provided by this Agreement, no notices given by email will be effective. Notices may be given effectively via facsimile transmission, but only if receipt is confirmed by return fax or other written confirmation, including confirmation by email.

(b) Assignment. The Parties agree that neither of them will have the right or ability to assign to any third party some or all of its rights under this Agreement, nor to delegate to any third party some or all of its duties. Any document, instrument or act that claims to make such an assignment or delegation will be interpreted as void ab initio, wholly ineffective and will be disregarded. A Party may waive enforcement of this provision only in a writing signed by its representative that expressly indicates its consent to the other Party's assignment or delegation. As an exception to the provisions of this paragraph, either Party may, without needing to obtain consent, assign this Agreement to the surviving entity of a merger to which it is a party, or it may assign this Agreement as part of an assignment of substantially all of its business related to this Agreement. However, in either of those cases the assigning Party may only assign the Agreement in its entirety, not in part, and it must require the assignee to agree in writing to assume all of the assignor's accrued and future obligations and liabilities under this Agreement. As a further exception to the provisions of this paragraph, Dotmatics may engage the services of one or more subcontractors in performance of its obligations hereunder, provided that such subcontractors are bound by written agreements that are substantially as protective of Customer's rights as are the provisions of this Agreement, and provided that Dotmatics shall remain responsible for the acts and omissions of each such subcontract in relationship to this Agreement and shall remain responsible for performance of Dotmatics's obligations hereunder. A Party may also assign its right to receive payments under this Agreement without

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requiring consent from the other Party, but it must provide notice of that assignment to the other Party before the assignment will be considered effective.

(c) Third-Party Beneficiaries. The Parties intend to make commitments only to each other under this Agreement, and only for their respective benefits. Accordingly, there are no intended “third party beneficiaries” to this Agreement, and the Parties do not intend to give any third party any right to enforce this Agreement or any part of it.

(d) Governing Law. For Agreements entered into with Dotmatics LLC, the Parties intend that the laws of the State of New York should be used to interpret and enforce this Agreement. If any instances occur when the laws of New York would require the law of another jurisdiction to be applied to this Agreement, the Parties do not wish the other jurisdiction’s law to be applied and instead intend for New York’s law to be applied even in those situations. For Agreements entered into with Dotmatics Limited, the Parties intend that the laws of England and Wales should be used to interpret and enforce this Agreement. If any instances occur when the laws of England and Wales would require the law of another jurisdiction to be applied to this Agreement, the Parties do not wish the other jurisdiction’s law to be applied and instead intend for laws of England and Wales to be applied even in those situations.

(e) Venue. The state courts of the State of New York or the Federal District Court for the Southern District of New York shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning Agreements entered into with Dotmatics LLC. For Agreements entered into with Dotmatics Limited, the courts located in London, England shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning such Agreement. Irrespective of the Dotmatics entity that is party to the Agreement, Dotmatics may bring an action for injunctive relief in any court of competent jurisdiction to stop or prevent any violation or infringement of its Intellectual Property Rights. Except for actions related to the protection of the proprietary rights of Dotmatics and its suppliers, neither Party shall bring a legal action against the other relating to the subject matter of this Agreement more than 2 years after the cause of action arose. Nothing in this Agreement affects any statutory rights that cannot be waived or limited by contract under applicable law.

(f) U.S. Government. If the Dotmatics Product and the User Documentation are being procured on behalf of the United States Government, the following applies: The Software and accompanying User Documentation are “commercial items” and are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations (“FAR”) and its successors and 48 C.F.R. 227.7202 of the Department of Defense FAR Supplement (“DFARS”) and its successors. Consistent with the FAR, DFARS and related laws, any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying User Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

(g) Publicity. Customer and Dotmatics shall obtain the other’s written consent before publicly using any advertisement, written sales promotion, press release or other publicity relating to this Agreement or in which the other’s Party’s name is used or may reasonably be inferred; provided, however, that Dotmatics shall have the right, at its own expense to refer to Customer and to provide a factual description of the Dotmatics Offerings provided under this Agreement and to reproduce, publicly display, and otherwise use Customer’s logo(s) in both a single press release or blog announcing Customer as a Dotmatics customer and also in Dotmatics’s list of references, promotional materials (including on Dotmatics’s Web site), internal business planning documents, annual report to stockholders, and whenever necessary to comply with generally accepted accounting principles or applicable laws.

(h) Entire Agreement. The Parties agree that the provisions of this Agreement are the entire agreement between them regarding the matters that this Agreement addresses. The Parties also agree that any prior agreements about those same matters, whether written or oral, are superseded by this Agreement, and previous oral agreements about those matters do not have any legally binding force.

[End of Terms]

## Dotmatics Terms and Conditions – Attachment 1 (Glossary)

Capitalized words and phrases used throughout this Agreement, if not otherwise defined where they appear, have the meanings set forth below. For clarity, some terms defined in the glossary below do not appear elsewhere in these Terms and instead appear only in the particular Schedule Attachment(s) to which they apply.

“*Access Protocols*” have the meaning set forth in Section 1.1 of the SaaS Services Schedule Attachment.

“*Access Rights*” are contractual rights to receive the SaaS Services and to access the features and functionality of the particular Dotmatics Product during the Subscription Term indicated in a valid Ordering Document, in each case according to the Access Protocols provided by Dotmatics and subject to this terms and conditions of this Agreement.

“*Affiliate*” means with respect to either Party, any entity that controls, is controlled by, or under common control with, such Party, where “control” means the power to direct the management of an entity by means of equity ownership, board membership or contract.

“*Agreement*” has the meaning given in the preamble to these Terms.

“*Beta Product*” means any Dotmatics Product or feature thereof provided to Customer free of charge or Product released as beta, pilot, limited release, non-production evaluation, or proof of concept.

“*Authorized End User*” means any individual employee, agent or contractor of Customer accessing or using the Dotmatics Product on Customer’s behalf.

“*Confidential Information*” means data or information in any form disclosed by one Party to the other Party by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise subject to legal rights that give the disclosing Party, independent of contract, a right to control use and/or disclosure of the data and information. As a non-exhaustive list of examples, Confidential Information includes information regarding a Party’s financial condition and financial projections, business and marketing plans, product roadmaps, product prices, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, operational procedures, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, the terms of contracts with employees and third parties, and information tending to embarrass the disclosing Party or tending to tarnish its reputation or brand. To be clear, however, information in this list of examples is only considered Confidential Information for so long as it has not been made known to the general public by the disclosing Party or through the rightful actions of a third party, and only for so long as the information holds value, as reasonably determined by the disclosing Party, by virtue of remaining confidential. Information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax, or telephone.

“*Customer*” has the meaning given in the preamble to these Terms.

“*Customer Data*” means information submitted by an Authorized End User or automatically uploaded to the SaaS Services used by Customer.

“*Customer Materials*” are materials or information (including, without limitation, Customer’s Confidential Information) provided by Customer to Dotmatics for purposes of Dotmatics’s performance of Technical Services.

“*Deliverables*” means any item, information, or material that a Statement of Work requires Dotmatics to deliver or transmit to Customer in the course of, or as a result of, performing Technical Services, excluding the Dotmatics Product or any other standard Dotmatics Offerings. A “Deliverable” may be a tangible item, data, or any other thing required to be given into Customer’s possession by a Statement of Work.

“*Dotmatics Offerings*” are (i) licenses to the Dotmatics Product, (ii) Subscriptions to Dotmatics’s SaaS Services, or (ii) Technical Services, in all cases as made available by Dotmatics for purchase by Customer under these Terms.

“*Dotmatics Product*” has the meaning stated in Section 1.1 of these Terms.

“*End User License Agreement*” means the Dotmatics End User License Agreement which ordinarily accompanies, or is embedded within, copies of the Dotmatics Product software, or any successor terms to such agreement.

“*Effective Date*” means the date as of which authorized representatives of Dotmatics and Customer have both executed a Ordering Document or other document pursuant to which they mutually agree to be bound by these Terms. For avoidance of doubt, in circumstances when the Parties have mutually executed multiple Ordering Documents or other documents adopting these Terms, the first date as of which they have mutually accepted these Terms shall be the Effective Date.

“*Intellectual Property Rights*” are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to reproduce, publicly perform, publicly display, modify, adapt, translate, create derivative works based upon, distribute, and, in the case of phonorecords, digitally transmit copyrighted subject matter; (ii) the rights to preclude another from using, making, having made, selling, offering to sell, and importing patented subject matter, and the right to preclude another from practicing patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by applicable law.

“*License Key*” means a code provided by Dotmatics to Customer that enables activation of the Dotmatics Product for use within the scope of the applicable Subscription.

“*Party*” means each of Dotmatics and Customer, as defined on the Cover Page.

“*Required Consents*” have the meaning given in Section 3.4 of these Terms.

“*SaaS Services*” are the services performed by providing access to the features and functionality of the particular Dotmatics Product indicated in a valid Ordering Document, as such Dotmatics Product is hosted by Dotmatics and provided to Customer over the Internet in a software-as-a-service (aka “SaaS”) model.

“*Ordering Document*” means a purchase order or similar document (i) that is mutually executed by Customer and either Dotmatics or its authorized reseller, or (ii) that references a valid quote issued either by Dotmatics or its authorized reseller and that either is executed by Customer or expressly states that it represents Customer’s firm commitment to purchase the Dotmatics Offerings set forth in such quote, which purchase order or similar document in any event (a) identifies the Dotmatics Offering(s) to be purchased by Customer, subject to these Terms and any applicable Schedule Attachment(s), together with the price to be paid, Subscription Term (if applicable), any other mutually agreed terms applicable to the purchase.

“*Schedule Attachment*” means any of the Dotmatics Software License Schedule Attachment, the Dotmatics SaaS Services Schedule Attachment, or Dotmatics Technical Services Schedule Attachment, each of which includes terms and conditions that supplement and/or modify these Terms with respect to the particular Dotmatics Offerings to which they relate.

“*SLA Terms*” means the terms stated in the Dotmatics Service Level Agreement, as amended from time to time, available at the following hyperlink: <https://www.dotmatics.com/terms-and-conditions>

“*Terms*” are the Dotmatics Terms and Conditions set forth in this document.

“*Statements of Work*” means a separate, mutually signed document that expressly states that it is a statement of work subject to these Terms (and/or the Technical Services Schedule Attachment), and that (i) identifies the duties that each Party agrees to perform and, if applicable, the time period during which those duties are to be performed and/or completed; (ii) identifies any Deliverables to be provided by Dotmatics;

(i) states any payments to be made by Customer and any other applicable economic terms; and (iv) includes any additional terms or conditions that the Parties desire to include related to the rights and duties of the Parties under that Statement of Work.

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“*Subscription*” means (i) with respect to on-premises licenses for Software, a license of specified duration to use the specified the Dotmatics Product in accordance with the Software License Schedule Attachment; and (ii) with respect to SaaS Services, a contractual right to access the features and functionality of the Dotmatics Product provided through Dotmatics’s SaaS- based delivery model, for a specified period of time, in accordance with the SaaS Services Schedule Attachment.

“*Subscription Fee*” means the periodic fees payable in consideration for a right to use the Dotmatics Product.

“*Subscription Term*” means the period of time during which a particular Subscription is valid, as indicated in the applicable Ordering Document. If no such period of time is indicated in the applicable Ordering Document, the Subscription Term for the particular Subscription purchased via that Ordering Document shall be deemed to be twelve (12) months. Unless otherwise stated on the applicable Ordering Document, each Subscription Term shall commence upon the date that the License Key (for on-premises licenses) or Access Protocols (for SaaS Services), as applicable, are made available to the Customer.

“*Support Guide*” means, collectively, Dotmatics’s then-current standard technical support and maintenance policies, available at: <https://www.dotmatics.com/terms-and-conditions>

“*Technical Services*” means the consulting, configuration or other professional services provided by Dotmatics to Customer under an Statement of Work.

“*User Documentation*” means Dotmatics’s standard documentation ordinarily provided to licensees of the Dotmatics Product

[End of Terms – Attachment 1 (Glossary)]



## DOTMATICS TERMS AND CONDITIONS

# Software License Schedule Attachment

This Software License Schedule Attachment (the “*Attachment*”) is a “Schedule Attachment” as defined in the Dotmatics Terms and is an addendum to the agreement between Dotmatics and Customer which incorporates such Terms (the “*Agreement*”), provided that this Attachment shall apply only if and to the extent Customer purchases on-premises licenses for the Dotmatics Product. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Terms. This Attachment may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them, including, by way of example, by executing a Ordering Document which indicates that one or more purchases contemplated therein are subject to the Terms and/or this Attachment.

### 1. Software License.

**1.1 License Grants.** For all purposes under this Attachment, the term “Software” refers to the particular Dotmatics Product Solution for which the applicable license has been purchased via a Ordering Document. Subject to the terms and conditions of this Agreement, Dotmatics hereby grants Customer a nonexclusive, nontransferable and non-sublicensable license, during the Subscription Term specified in each valid Ordering Document, (i) to install the Software upon a single computer server under Customer’s supervision and control; (ii) to permit the number of Authorized End Users indicated in the applicable Ordering Document to access and use the Software solely for Customer’s internal business activities; and (iii) to make and install one (1) backup copy of the Software, provided that the original and copy are not in use at the same time. Subject to the terms and conditions of this Agreement, Dotmatics further grants to Customer a non-exclusive, nontransferable, non-sublicensable license, during the applicable Subscription Term, to use and reproduce the User Documentation only in conjunction with Customer’s installation and permitted use of the Software. Customer will reproduce all copyright notices on each copy, or partial copy, of the Software and User Documentation. Unless otherwise expressly agreed in writing, all Software will be delivered electronically, and the Software will be considered fully delivered and accepted upon actual download by or onbehalf of Customer.

### 2. License Restrictions.

**2.1 Usage Restrictions.** Customer agrees not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, Customer agrees not to

(i) reproduce copies of the Software; (ii) modify, adapt, translate or create derivative works based upon the Software, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software to the extent permitted by the Software’s standard user interface; (iii) distribute, digitally transmit, publicly perform, publicly display, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer or assign to any third party the Software or any of Customer’s rights under this Agreement; (iv) provide access to the Software in a time-sharing arrangement or in the nature of a service bureau, software-as-a-service provider, or application service provider; (v) use the Software in any manner that is inconsistent with the User Documentation; or (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software. To the extent required by law, and at Customer’s written request, Dotmatics shall provide Customer with the interface information necessary to enable interoperability between the Software and other software; provided, however, that Dotmatics may impose reasonable conditions, including a reasonable fee, on Customer’s use of such interface information to ensure that Dotmatics’s and its suppliers’ proprietary rights in such interface information are protected. Customer agrees to use the Software only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. Customer may not export or re-export any full or partial copies of the Software or User Documentation outside of the applicable jurisdiction identified in the Ordering Document, except in compliance with applicable export laws and regulations. Customer acknowledges and agrees that any act or omission in breach of this section will constitute an unauthorized exercise of Dotmatics’s Intellectual Property Rights beyond the scope of the rights licensed by this Agreement, and strict compliance with this section is an essential basis of this Agreement. Customer agrees to reimburse Dotmatics for attorneys’ fees and court costs incurred in connection with any lawsuit brought by Dotmatics in which a court finds that Customer has breached any provisions of this section.

**2.2 Reserved Rights.** Dotmatics reserves all rights not expressly granted under this Agreement. This Agreement does not convey to Customer an interest in or to the Software, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Customer acknowledges that, as between Dotmatics and Customer, Dotmatics and its suppliers own all Intellectual Property Rights that are embodied in, or practiced by, the Software. No title to any copy of the Software, nor title to any Intellectual Property Rights therein, is transferred to Customer by this Agreement. The Software is licensed, not sold.

**2.3 Upgrades.** Customer must install, or permit Dotmatics to install, all upgrades, patches, updates or enhancements (collectively “Updates”) to the Software as such Updates are made available by Dotmatics. CUSTOMER SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR LOSSES ARISING FROM CUSTOMER’S FAILURE TO INSTALL OR ACCEPT UPDATES AS DOTMATICS MAKES THEM AVAILABLE.

**2.4 Use of Upgrades.** If Customer acquires the Software as a Software upgrade, after Customer installs the upgrade, Customer may not use or transfer to a third party the Software from which Customer upgraded.

**2.5 Use by Employees and Contractors.** Customer will ensure that anyone who uses the Software on Customer’s behalf (accessed either locally or remotely) does so only for Customer’s authorized use and complies with the terms of this Agreement. Customer acknowledges that it is responsible for the acts and omissions of all persons whom it authorizes to use the Software or otherwise to exercise Customer’s right under this Agreement, to the same extent as if such acts and omissions were Customer’s own.

**3. Software Activation.** Customer acknowledges that the Software is delivered disabled and that it requires a License Key for activation. Customer acknowledges that the Software includes automated functionality by which it transmits license registration data via the Internet to Dotmatics and/or Dotmatics’s supplier(s), and Customer agrees to permit such transmission, without interference (including, by way of example, by opening one or more appropriate ports within its network, if necessary), to a license server operated by Dotmatics or its supplier(s) for purposes of validating the authenticity of such license-related data in order to protect Dotmatics and its suppliers against software piracy.

**4. Time Clocks and Electronic Self-Help.** The Software may contain embedded time clocks or similar functionality that may disable Customer’s ability to use the Software after the expiration of the Subscription Term (e.g., expiration of the trial license period if Customer obtained the license for the Software on a trial evaluation basis). Customer acknowledges and agrees that such functionality is not a defect in the Software, nor a violation of any Dotmatics obligations arising under this Agreement.

### 5. Third Party Software.

(a) The Software and future updates and upgrades to the Software may contain or be accompanied by certain software components that are made available by third parties and are useful in connection with the Software, including software that is included for use solely at Customer's option ("*Third Party Software*") that (i) is provided to Customer under terms and conditions that are different from this Agreement (each such set of terms and conditions, a "*Third Party License Agreement*") and/or (ii) requires Dotmatics to provide Customer with certain notices and/or information ("*Third Party Notices*").

(b) Third Party Software is identified in the relevant Third Party Software License Guide (a copy of which is available from Dotmatics upon Customer's request), that applies to the version of the Software that Customer has licensed (or the relevant update or upgrade to such Software).

(c) The Third Party Software License Guide will include the Third Party Software's associated Third Party License Agreement and Third Party Notices and/or the Third Party Software will contain or be accompanied by its own Third Party License Agreement (for example, provided when installing or starting such Third Party Software, or accompanying such Third Party Software in a file entitled "README," "COPYING," "LICENSE" or similar title, or included among the Third Party Software's paper documentation, if any). Unless expressly provided otherwise in the Third Party Software License Guide, all Third Party Software is provided to Customer solely for use in association with the Software.

(d) Customer's use of each Third Party Software that contains or is accompanied by its own Third Party License Agreement, or for which Dotmatics has identified a Third Party License Agreement in the Third Party Software License Guide, will, as specified in such Third Party Software License Guide, be subject to the terms and conditions of such Third Party License Agreement, and not this Agreement. By using such Third Party Software after the initial installation of such Third Party Software (thereby giving Customer access to the applicable Third Party License Agreement and Third Party Notices), Customer acknowledges that it has read and agrees to all such Third Party License Agreements and Third Party Notices, including those provided only in the English language. If Customer does not agree to the terms of any particular Third Party License Agreements and Third Party Notices, Customer may not use the applicable Third Party Software. Customer agrees to review the Third Party Software License Guide that applies to Customer's initial license of the Software and any updated or new Third Party Software License Guide(s) that apply to updates and upgrades to the Software. Dotmatics's suppliers of the Third Party Software are direct and intended third party beneficiaries of this Agreement (including any relevant Third Party Software License Agreements) and may enforce it directly against Customer to the extent it relates to such supplier's specific software.

**6. Fees and Payments.** All amounts payable with respect to Dotmatics Product and Dotmatics Offerings shall be due and payable in accordance with the Terms.

**7. Software Support.** Support and maintenance for the Software are provided throughout the Subscription Term as provided in the Terms.

**8. Warranties, Disclaimers and Limitations.** Customer acknowledges that the Software is subject to all applicable warranties, disclaimers, and limitations of liability set forth in the Terms.

**9. Override of Click-Thru EULA.** Dotmatics's Software is accompanied by an End User License Agreement, which is designed to govern licensees' use of the Dotmatics Product in the absence of an applicable mutually executed contract between Dotmatics and the applicable licensee. Customer understands that the Software's installation routines may require Customer to acknowledge and indicate its assent to such End User License Agreement. NOTWITHSTANDING ANY PROVISION OF THE END USER LICENSE AGREEMENT, HOWEVER, DOTMATICS AND CUSTOMER AGREE THAT THIS AGREEMENT SHALL SUPERSEDE THE END USER LICENSE AGREEMENT, AND THE PARTIES' RESPECTIVE RIGHTS AND OBLIGATIONS WITH RESPECT TO ANY DOTMATICS PRODUCT, SHALL DERIVE SOLELY AND ENTIRELY FROM THIS AGREEMENT. FOR AVOIDANCE OF DOUBT, NEITHER PARTY SHALL HAVE ANY OBLIGATIONS UNDER THE END USER LICENSE AGREEMENT.

[End of Software License Schedule Attachment]

## DOTMATICS TERMS AND CONDITIONS

# SaaS Services Schedule Attachment

This SaaS Services Schedule Attachment (the “Attachment”) is a “Schedule Attachment” as defined in the Dotmatics Terms and is an addendum to the agreement between Dotmatics and Customer which incorporates such Terms (the “Agreement”), provided that this Attachment shall apply only if and to the extent Customer purchases a Subscription to the SaaS Services. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Terms. This Attachment may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them, including, by way of example, by executing a Ordering Document which indicates that one or more purchases contemplated therein are subject to the Terms and/or this Attachment.

### 1. SaaS Services.

#### 1.1 Provision of Access.

(a) Subject to the terms and conditions of this Agreement, Dotmatics agrees to provide the SaaS Services to the number of Customer’s Authorized End Users indicated in the applicable Ordering Document during the Subscription Term. During the Subscription Term, Customer’s Authorized End Users shall have the right to access and use the SaaS Services solely for Customer’s internal business activities.

(b) Dotmatics shall provide to Customer the necessary passwords, network links and other necessary instructions to allow Customer to access the SaaS Services in Dotmatics’ production environment (the “Access Protocols”). Dotmatics shall also provide Customer any User Documentation to be used by Customer in accessing and using the SaaS Services. Customer acknowledges and agrees that, as between Customer and Dotmatics, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the SaaS Services and shall cause Authorized End Users to comply with such provisions.

(c) Subject to the terms and conditions of this Agreement, Dotmatics grants to Customer a non-exclusive, nontransferable, non-sublicensable license, during the applicable Subscription Term, to use and reproduce the User Documentation only in conjunction with use of the SaaS Services. Customer will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the User Documentation.

**1.2 Usage Restrictions.** Customer agrees not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, Customer agrees not to (i) reproduce the SaaS Services or any software component used to provide the SaaS Services, nor reproduce any copies of any Installable Components; (ii) modify, adapt, translate or create derivative works based upon any component of the Dotmatics Product or the SaaS Services, provided that the foregoing shall not be construed to prohibit Customer from configuring the SaaS Services to the extent permitted by the standard user interface thereof; (iii) distribute, resell, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer, assign or provide to any third party any Access Rights or any access to the SaaS Services; (iv) use the SaaS Services in any manner that is inconsistent with the User Documentation; or (v) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from which the Dotmatics Product or any software component of the SaaS Services is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code. Customer agrees to use the SaaS Services only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. Customer may not export or re-export any software component used to perform the SaaS Services, nor the associated User Documentation, outside of the applicable jurisdiction identified in the Ordering Document, except in compliance with applicable export laws and regulations. Customer acknowledges and agrees that any act or omission in breach of this section will constitute an unauthorized exercise of Dotmatics’s Intellectual Property Rights beyond the scope of the rights granted by this Agreement, and strict compliance with this section is an essential basis of this Agreement. Customer agrees to reimburse Dotmatics for attorneys’ fees and court costs incurred in connection with any lawsuit brought by Dotmatics in which a court finds that Customer has breached any provisions of this section.

**1.3 Reserved Rights; Ownership.** This Attachment grants certain rights of access only, and no license is granted under any of Dotmatics’s Intellectual Property Rights except as expressly stated herein. Subject to the rights granted in this Agreement, Customer acknowledges that Dotmatics retains all right, title and interest in and to the Dotmatics Offerings, Dotmatics Products, , User Documentation, Customer feedback related to the Products, derivative works, customizations of the Dotmatics Products and all Intellectual Property Rights associated with any of the foregoing. Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Attachment and the Agreement. Customer further acknowledges that Dotmatics retains the right to use the foregoing for any purpose in Dotmatics’s sole discretion.

**1.4 Hosting, Configuration and Changes.** As between the Parties, Dotmatics will be responsible for hosting the applicable Dotmatics Product for which Customer has purchased a Subscription for SaaS Services, provided that Customer remains responsible for meeting minimum requirements (e.g., procuring adequate Internet bandwidth) set forth in the User Documentation and as necessary to comply with the Access Protocols. Customer acknowledges that, except as separately agreed in writing between the Parties, Dotmatics is not responsible for configuration of the Dotmatics Product; installation and/or upgrades, nor for error correction related to the interaction between the Dotmatics Product and any third-party products, nor for any training or other services relating thereto. Customer is solely responsible for obtaining any such additional services and products. Customer acknowledges that it is Customer’s responsibility to define its best practices and policies regarding business continuity and disaster recovery. While Dotmatics agrees to be responsible for the availability of the SaaS Services, Customer agrees that Dotmatics is not responsible for any other Customer applications or infrastructure. Dotmatics regularly updates the SaaS Services and reserves the right to add or substitute functionally equivalent products or features in the event of product unavailability, end-of-life, or changes to software requirements.

**1.5 Availability.** Dotmatics uses commercially reasonable efforts to make SaaS Services available twenty-four (24) hours per day, seven (7) days per week, in accordance with Dotmatics policies. For details regarding service commitments, availability, maintenance service credits and service requests for our SaaS Services, please refer to the SLA Terms, which are an integral part of this Agreement, as if fully set forth herein, available at: <https://www.dotmatics.com/terms-and-conditions>

**1.6 Support and Maintenance.** Support and maintenance are provided throughout the Subscription Term for SaaS Services as provided in the Terms.

#### 2. Information Security & Privacy.

(a) For user interface access to Dotmatics’s SaaS Services, Dotmatics uses no less than TLS 1.2+ with AES 256 bit encryption, terminated at the server.

(b) Dotmatics’s SaaS Services are hosted in a SOC-2, Type II compliant datacenter, meaning it has been independently audited to verify the validity and functionality of its control activities and processes. Every server supporting the SaaS Services will remain operated in a fully redundant fail-over pair to ensure high availability. Dotmatics instructs its data center provider to back up data generated by the SaaS Services on a nightly basis and store such data redundantly so that it can be restored rapidly in case of failure. Security updates and patches are actively evaluated by engineers and will be deployed at Dotmatics’s discretion.

(c) Access to the SaaS Services and/or to Customer Data are secured by multiple authentication challenges. These challenges may include RSA and DSA key

pairs, passwords, multifactor authentication, and network access control lists. The SaaS Services support SAML 2.0, but Customer is ultimately responsible for the configurations. Access to the underlying data center servers that support the SaaS Services and to associated data will be restricted to Dotmatics employees and contractors. Those employees and contractors have access to tools that monitor the SaaS Services 24 hours a day, 7 days a week. Failed authentication attempts are audited, and engineers will promptly investigate possible intrusion. Standard firewall policies designed to block unauthorized access have been deployed to protect Dotmatics's SaaS Services and Installable Components' communication.

(d) Dotmatics acknowledges that all Customer Confidential Information is subject to applicable provisions of the Terms. Without limiting the foregoing, Dotmatics shall only process, use or disclose Customer's Confidential Information as necessary to perform Dotmatics's obligations under this Agreement. Those Dotmatics personnel processing Customer's Confidential information shall receive privacy and security training on an annual basis.

(e) Dotmatics implements and maintains appropriate, physical, policy-based, technical, and organizational measures to protect Customer's confidential information from unauthorized access, destruction, use, modification, or disclosure. Such measures will include, at a minimum, as appropriate, provisions for the following:

- A privacy policy and an information security program containing commercially reasonable and appropriate measures to maintain the security of the SaaS Services;
- Customer Data will be secured using industry standard encryption technology when stored on transportable media without physical access protection, transmitted over the Internet, transmitted over networks to which third parties may have access, or accessed remotely;
- Adjustments to security measures to account for changes in technology;
- Procedures to detect actual and attempted attacks on or intrusions into electronic systems containing Confidential Information.

(f) Dotmatics has implemented appropriate procedures designed to (i) require Dotmatics's employees and contractors having authorized access to Customer's Confidential Information to respect and maintain the confidentiality and security of Confidential Information; and (ii) maintain Dotmatics's measures and procedures in compliance with applicable legal requirements.

**3. Customer Data.** As between the Parties, Dotmatics acknowledges that Customer retains all right, title and interest in the Customer Data. For clarity, the Customer Data shall not include any workflows, or workflow configurations, of the Dotmatics Product that cause any specific output of the Customer Data. In the event of any termination of this Attachment or the applicable Subscription Term without renewal for the SaaS Services, Customer Data will be made available to Customer via a Customer Data export process.

[End of SAAS Services Schedule Attachment]

## DOTMATICS TERMS AND CONDITIONS

# Technical Services Schedule Attachment

This Technical Services Schedule Attachment (the “Attachment”) is a “Schedule Attachment” as defined in the Dotmatics Terms and Conditions and is an addendum to the agreement between Dotmatics and Customer which incorporates such Terms (the “Agreement”), provided that this Attachment shall apply only if and to the extent Customer purchases Technical Services under the Agreement. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Terms. This Attachment may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them, including, by way of example, by executing a Ordering Document which indicates that one or more purchases contemplated therein are subject to the Terms and/or this Attachment.

### 1. Performance of Technical Services.

(a) Dotmatics agrees to perform all Technical Services set forth in mutually executed Statements of Work. Dotmatics will exercise commercially reasonable efforts to perform the Technical Services according to any schedules that are expressly required by the applicable Statement of Work and will provide all Deliverables required to be provided by such Statement of Work.

(b) Upon Customer’s request from time to time, Dotmatics agrees to negotiate additional Statements of Work. Each Statement of Work shall become effective when it has been signed by authorized representatives of both Parties.

(c) In the event of a conflict between the provisions of any Statement of Work and this Attachment, this Attachment shall govern unless the Statement of Work expressly identifies the relevant provision of this Attachment and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work. Notwithstanding the foregoing, and notwithstanding any provision of the Terms to the contrary, no provision of a Statement of Work shall supersede and govern over any conflicting provision within the Terms unless the Statement of Work also expressly identifies the relevant provision of the Terms and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work.

(d) Change Orders. In the event that Customer desires changes to the requirements under any Statement of Work, Customer shall request that Dotmatics prepare a written proposal reflecting the requested changes, including details regarding the impact of such requested changes to time schedules for performance, Deliverables requirements, timing and amount of payments, and any other impact to the Statement of Work required to implement the requested changes (“Change Order”). If the Parties reach mutual agreement regarding such changes, the Change Order shall be mutually executed and shall constitute an amendment to the applicable Statement of Work. For, however, no such Change Order, nor any such responsive proposal, shall be binding upon either Party unless and until set forth in writing and mutually executed.

### 2. Intellectual Property Rights

**2.1 Customer Materials.** As between the Parties, Customer shall retain title in Customer Materials, including title in all Intellectual Property Rights therein. Customer hereby grants to Dotmatics a limited, non- exclusive, non-sublicensable, non-transferable license to reproduce, modify, adapt, translate, distribute, perform, and display such Customer Materials solely for the purpose of performing the Technical Services.

**2.2 Rights in Deliverables.** As between the Parties, Customer agrees that Dotmatics and its licensors are, and will remain, the sole and exclusive owners of any Deliverables, subject to Customer’s continuing ownership of its rights in any Customer Confidential Information and any Customer Materials that are incorporated within any Deliverables, and subject to the applicable licenses or other rights granted below. Dotmatics hereby grants to Customer a limited, non- exclusive, non-sublicensable, non-transferable license to use the Deliverables in connection with the Dotmatics Offering solely during the Subscription Term for which the applicable Deliverables apply.

**2.3 Support and Maintenance not included.** For avoidance of doubt, any support and maintenance with regard to Deliverables (including, without limitation, computer code, and/or configurations) must be mutually agreed in a separate Statement of Work or other written agreement between the Parties. Except as expressly agreed in a separate Statement of Work or other written agreement, Customer acknowledges that Dotmatics has no obligation to provide any such support.

### 3. Representations and Warranties.

**3.1 Limited Warranty for Technical Services.** Customer acknowledges that Dotmatics’s policy is to perform all Technical Services in a professional and workmanlike manner in accordance with generally applicable industry standards. Accordingly, all Deliverables will materially conform to express specifications stated on the applicable Statement of Work or Change Order for a period of thirty (30) days following delivery. In the event that any Deliverable fails to meet the foregoing warranty, Dotmatics will correct the relevant Deliverable in a timely manner, at no additional charge to Customer, provided that Customer waives any claim under this warranty if it fails to provide written notice of the relevant warranty breach within the applicable warranty period, and provided that Dotmatics’s correction of the Deliverable that is the subject of the relevant warranty breach will constitute Customer’s sole and exclusive remedy for the same. Subject to Dotmatics’s duties under this paragraph, and further subject to any additional obligations imposed by a mutually executed Statement of Work or Change Order; each Deliverable is considered accepted upon delivery.

### 4. Termination of Technical Services.

**4.1 Term of Statement of Work.** Each Statement of Work shall become effective and binding upon mutual execution and shall remain in effect until completion of the Technical Services to be provided thereunder, unless earlier terminated in accordance with this Attachment.

#### 4.2 Termination of Statements of Work.

(a) All Statements of Work shall terminate automatically and simultaneously upon termination of the Agreement for any reason.

(b) Customer may terminate a Statement of Work, at its election and without cause, upon thirty (30) days written notice.

(c) In addition to any termination rights provided to the Parties by the Terms, either Party may terminate a particular Statement of Work upon written notice if the other Party has committed a material breach of its obligations arising under such Statement of Work and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail.

**4.3 Consequences of terminating Technical Services.** Upon the termination or expiration of any Statement of Work, Dotmatics shall cease providing the applicable Technical Services required by such Statement of Work and shall inform Customer of the extent to which performance has been completed under such Statement of work. Dotmatics shall issue an invoice for all work performed and expenses incurred through the date of termination, and Customer shall pay such invoice as and when payable in accordance with the Terms.

[End of Technical Services Schedule Attachment]