

Standard Terms and Conditions

These Dotmatics Standard Terms and Conditions (the “Standard 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 Standard Terms (the “Customer”) and either Dotmatics, Inc. or Dotmatics Limited, as applicable. These Standard Terms may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them. For example, Customer may sign a printed contract with Dotmatics that incorporates these Standard Terms by reference, or Customer may enter into an agreement with Dotmatics entirely or partially using an online process through which Customer indicates its assent to the Standard Terms. Certain capitalized words and phrases used throughout these Standard Terms, if not otherwise defined where they appear, have the meanings set forth below in Attachment 1 to these Standard 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 Standard 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 Standard Terms, each applicable Schedule Attachment, any Sales Order 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 Standard 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 Sales Order, subject to these Standard Terms and any additional or different terms stated or incorporated by reference into such Sales Order. Customer accepts and agrees to these Standard Terms by doing any of the following: (a) signing Dotmatics’s Sales Order or issuing a purchase order referencing these Standard 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 Sales Order issued to Dotmatics shall be binding upon Dotmatics unless and until it has accepted the Sales Order. Dotmatics may accept a Sales Order 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 Sales Order will otherwise be deemed binding upon Dotmatics merely by Dotmatics’s inaction or 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 Standard 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 Professional Services are subject to the Professional Services Schedule Attachment (each of the foregoing attachments, a “*Schedule Attachment*”). By executing any Sales Order or other agreement which incorporates these Standard 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 Standard Terms, a Schedule Attachment, and any Sales Order or other written agreement incorporating these Standard Terms, the following rules of interpretation apply: (i) the terms of a Schedule Attachment prevail over any conflicting terms in these Standard Terms, but only with respect to the Dotmatics Offerings that are subject to that Schedule Attachment; and (ii) both the Schedule Attachment and Standard Terms shall prevail over any conflicting terms in the Sales Order or other agreement unless the Sales Order or other agreement is mutually executed and expressly states that it is modifying the applicable provision(s) within the Schedule Attachment or Standard terms, in which event the Sales 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 directly from Dotmatics under the Agreement, Customer agrees to pay to Dotmatics the amounts set forth on the applicable Sales Order. Unless otherwise provided on the Sales Order, Customer shall pay such amounts within (thirty) 30 days following the date of invoice, and all payments shall be made in U.S. dollars or British pounds, as indicated in the applicable Sales Order, without offset, reduction or abatement. Customer further agrees to reimburse Dotmatics for direct travel costs associated with performance of Professional Services if Dotmatics personnel are required to travel in excess of fifty (50) miles to the location for performance of such Services. If any authority imposes a tax, duty, levy, or fee, excluding those based on Dotmatics’s net income, upon any Dotmatics Offerings supplied by Dotmatics under this Agreement, Customer agrees to pay that amount as specified in Dotmatics’s invoice or supply Dotmatics with exemption documentation. Customer’s failure to pay according to the terms of this Agreement shall entitle Dotmatics, 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 Sales Order, 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).

2.2 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 Sales Order 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 Sales Order, 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.

2.3 Taxes. Customer acknowledges that any sales taxes, use taxes, value-added taxes, import or export duties, tariffs, or similar charges imposed upon the transactions that are subject to this Agreement are payable in addition to all royalties, Subscription Fees and other amounts that this Agreement expressly requires Customer to pay. 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 Sales Order 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, provided that support and maintenance services for perpetual licenses are sold separately. Dotmatics will at all times provide such support and maintenance services in accordance with Dotmatics's then-current, standard Support Guide. As further described in the Support Guide, Dotmatics will provide such support through a variety of systems including on-line help, FAQ's, training guides and templates, and the use of live help. Dotmatics is not obligated to maintain or support any customizations to the Dotmatics Product except under a separate agreement signed by the Parties. 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 Professional Services. Professional 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 Sales Order. All Professional Services are subject to the Professional Services Schedule Attachment.

3.4 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. In the event 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; and (ii) in any other manner that this Agreement expressly authorizes. 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 Dotmatics Product and the User Documentation 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 from its management, its board of directors and any third parties to the extent consent is necessary to authorize it to enter and perform this Agreement; 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. Indemnification.

8.1 Indemnification by Dotmatics. Dotmatics will defend Customer and the officers, directors, agents, and employees of Customer ("Customer Indemnified Parties") against any third-party claim, allegation or legal action (a "Claim") arising from an allegation that Customer's authorized use of the Dotmatics Product 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' 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' express consent; (b) the combination, operation, or use of the Dotmatics Product with other product(s), data or services where the Dotmatics Offerings would not by itself be infringing; or (c) unauthorized or improper use of the Dotmatics Product. If the use of the Dotmatics Product by Customer has become, or in Dotmatics' 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 equivalent functionality, (iii) substitute an equivalent for the Dotmatics Product or (iv) if options (i)-(iv) are not reasonably practicable, terminate this Agreement and refund any prepaid unused fees as of the date of termination. This Section 8.1 states Dotmatics' entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

8.2 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.

8.3 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. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL CLAIMS THAT IT HAS OR MAY HAVE IN THE FUTURE FOR MONETARY DAMAGES IN EXCESS OF THE FOREGOING LIMITS. 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 NEGLIGENCE. BOTH PARTIES ACKNOWLEDGE THAT THIS SECTION 9 IS AN ESSENTIAL BASIS OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

10. Term and Termination.

10.1 Duration; Termination. This Agreement, including these Standard Terms and all applicable Schedule Attachments thereto, shall become effective upon the Effective Date and shall remain in effect until such time as no Sales Orders 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 Sales Order, and 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 thirty (30) 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. Subscription Fees shall automatically increase by five percent (5%) in each Renewal Subscription Term. 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.

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.

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. banks are closed.

(c) 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) 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 could 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) 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) 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) 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) 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) 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 either in person, by nationally recognized express courier, or 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 via 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) 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 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) 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) For Agreements entered into with Dotmatics, Inc., 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) 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, Inc. 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) 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) 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

DOTMATICS

Contract ID: **INSERT ID**

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) 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 Standard
Terms]

Standard Terms – 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 sake of clarity, some terms defined in the glossary below do not appear elsewhere in these Standard 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 Sales Order, 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 Standard Terms.

“*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 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 Standard 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 Professional 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 Professional Services, excluding the Dotmatics Product or any other standard Dotmatics Offering. 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 (iii) Professional Services, in all cases as made available by Dotmatics for purchase by Customer under these Standard Terms.

“*Dotmatics Product*” has the meaning stated in Section 1.1 of these Standard 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 Sales Order or other document pursuant to which they mutually agree to be bound by these Standard Terms. For avoidance of doubt, in circumstances when the

Parties have mutually executed multiple Sales Orders or other documents adopting these Standard Terms, the first date as of which they have mutually accepted these Standard 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.

“*Professional Services*” are services other than Dotmatics’s standard support and maintenance services, which other services are specified in the applicable Sales Order, such as training services or development of Dotmatics’s proprietary form of Dotmatics Product configuration files known as

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

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

“*Sales Order*” 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 Standard 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 Professional Services Schedule Attachment, each of which includes terms and conditions that supplement and/or modify these Standard 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>

“*Standard Terms*” are the Dotmatics Standard 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 Standard Terms (and/or the Professional 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.

“*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 Sales Order. If no such period of time is indicated in the applicable Sales Order, the Subscription Term for the particular Subscription purchased via that Sales Order shall

be deemed to be twelve (12) months. Unless otherwise stated on the applicable Sales Order, 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>

"*User Documentation*" means Dotmatics's standard documentation ordinarily provided to licensees of the Dotmatics Product
[End of Standard Terms – Attachment 1 (Glossary)]