

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("**Terms**") govern and are incorporated into each Order entered into by Turbot HQ Inc ("**Turbot**," "**we**," "**our**" or "**us**") and customers (each a "**Customer**," "**you**" or "**your**") for a Turbot Software Subscription (the "**Service**", "**Services**"). Each Order, these Terms and the Service Description at <https://turbot.com/legal/service> ("**Service Description**") and Service Level Agreement at <https://turbot.com/legal/sla> ("**SLA**") are collectively referred to herein as this "**Agreement**".

Upon Customer's execution when either a) Customer accesses or uses the Services, b) when you click an "I Accept," "Sign Up" or similar confirmation referencing these Terms, or c) when an Order is executed and accepted by Turbot, Customer will be bound by these Terms irrespective of whether Customer activates or uses the Service.

1. Changes.

Turbot may change these Terms, the Service Description, SLA or its Acceptable Use Policy <https://turbot.com/legal/aup> ("**AUP**") on not less than thirty (30) days prior notice to Customer describing the change. If a change to the Terms, Service Description, SLA or AUP materially and adversely affects Customer, Customer may terminate this Agreement by giving Turbot written notice of termination no later than thirty (30) days following the date the change became effective. If Customer terminates this Agreement because Turbot has modified the Terms, Service Description, SLA or AUP in a way that materially adversely affects Customer, Turbot may decide to waive that change as to Customer and keep Customer's Agreement in place for the remainder of the term. If Turbot does not waive that change as to Customer and the Agreement does in fact terminate, we will refund any fees prepaid for the period after the effective date of termination.

2. Use of Service

2.1 Turbot hereby grants to Customer a limited, nonexclusive and nontransferable right to access and use the Service in accordance with this Agreement. Customer controls their own Customer Environment and Customer components whether located on Customer's premises, cloud-based, or used by Customer on a software-as-a-service basis or otherwise. Customer will be able to use the Services by establishing integrations ("**Connection**") to a Customer's environment ("**Component**"). By establishing a Connection, Customer grants Turbot the right, and is expressly instructing Turbot, to access and interoperate with each Component during the duration use of the Service in order for Turbot to provide and support the Services. Customer is responsible for complying with all applicable third-party terms, policies and licenses governing its access and use of Customer Components and associated data.

2.2 Through Customer's Services configurations, use of Connections and Components, Customer has control over the types and amounts of data from Components that are submitted for Processing by the Services (collectively, "**Customer Data**"). By submitting Customer Data to the Services directly or through Connections to Components, Customer

grants Turbot the right, and is instructing Turbot, to Process Customer Data during the Term in order to provide and support the Services in this Agreement.

2.3 Turbot will provide you with a user name and password for an "Authorized User" to access the Service's administrative portal through <https://turbot.com> for the purpose of initiating the Service, selecting a Services Plan or Order, selecting a payment method and providing credentials for Customer's users who are authorized to access the Service.

2.4 Licenses for software to be installed on Customer's environment will permit two (2) installations and will be subject to any limitations on use in production or non-production environments set forth in the applicable product description.

3. Fees

3.1 Fees. Customer agrees to pay all fees charged by Turbot for Customer's use of Services in accordance with this Agreement and applicable Order(s) and Service Plan(s) (collectively, "Fees"). Unless agreed to separately, Fees are calculated on bases of usage. The criteria for calculating usage vary by Service type and features as specified in the applicable Service Plan.

3.2 Payment. Billings will be made by Turbot in arrears on a monthly basis on or about the first day of each month, and will simultaneously be charged to credit card, ACH or through a Channel Partner (as defined in Section 11), as designated by Customer. All invoices and charges under this Agreement will be made in United States dollars. All payments under this Agreement will be made in United States dollars. If a Customer is paying Fees using a credit card or any digital payment method supported by Turbot, Customer authorizes Turbot to charge Customer's payment method for the Services. Customer must keep all information in its billing account current to ensure that all Fees are charges to the appropriate account and timely paid. Turbot reserves the right to suspend use and access to the Services if there no longer a valid payment method associated on the account. Turbot uses a third-party intermediary to manage credit card processing, and this intermediary is not permitted to use Customer's payment method information except in connection with Customer's authorized purchases. Any notifications issued directly from this third-party relating to Customer's account will be deemed valid notice from Turbot.

3.3 Collection. Except with respect to amounts that Customer has disputed in writing prior to the payment due date and is working in good faith with Turbot to resolve, (a) Customer will reimburse Turbot for expenses and costs including, without limitation, reasonable attorneys' fees, incurred by us to collect unpaid amounts hereunder, (b) we may, at our option, charge interest on unpaid amounts hereunder at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law and (c) we may, at our option, exercise our termination rights under Section 4.3 or suspension rights under Section 4.5

3.4 Taxes. Unless noted separately, our fees generally include sales, use, excise, occupation, value-added and similar taxes. Any additional taxes applicable to the sale or furnishing of the Service or to their use by Customer relating (excluding any tax on our net income) that are imposed after execution of this Agreement and are not already included with the fees will be separately itemized on Customer's invoice, and Customer will pay, or reimburse Turbot for, the gross amount of any such taxes.

3.5 Changes. Turbot reserves the right to increase pricing for the Services on not less than thirty (30) days' notice. If Customer objects to the increase, Customer may, as its sole remedy, terminate this Agreement under Section 4.2. Customer's continued use of the Service shall be deemed to constitute consent to the applicable fee increase.

4. Term and Termination

4.1. Term. This Agreement will commence on the effective date specified in the Order and continue for the term specified in the Order unless earlier terminated in accordance with this Agreement.

4.2 Termination without Cause. Customer or Turbot may terminate this Agreement at any time with or without cause by not less than thirty (30) days' prior written notice to the other party.

4.3 Termination for Cause. Either party will have the right to terminate this Agreement in the event that the other party has materially breached this Agreement; provided, however, that no such termination will be effective unless (i) the terminating party provides written notice to the other party setting forth the facts and circumstances constituting the breach, and (ii) the party alleged to be in breach does not cure such breach within ten (10) business days following receipt of such notice. If a breach, other than a breach for failure to make any payment due, is curable, but such cure cannot be reasonably made within ten (10) business days following receipt of such notice, the terminating party will not be entitled to terminate the Agreement, if the party allegedly in breach, within such ten (10) day period, presents a schedule to cure the breach, commences curing such breach and thereafter diligently executes the same to completion in accordance with the schedule.

4.4 Post Termination Obligations. We will continue to provide the Service to the effective date of any such termination. Promptly after the date of any such termination we will render a final billing to you in accordance with Section 2 and you will pay the same. Customer's Authorized User will be permitted to download Customer Data that was accessible to Authorized Users immediately prior to termination.

4.5 Suspension. We may suspend Service without liability if: (a) we reasonably believe that the use of the Service violates law or this Agreement, infringes the intellectual property rights of a third party or poses a threat to our systems, equipment, processes, business or intellectual property; (b) Customer does not cooperate with our reasonable investigation of any suspected violation of this Agreement; (c) there is an attack on Customer's server(s), Customer's server is accessed or manipulated by a third party without Customer's consent, or there is another event for which we reasonably believe the suspension of Service is necessary to protect the Turbot network or Turbot's other customers; (d) Customer fails to pay fees when due; or (e) if required by law. We will give you advance notice of suspension of at least twelve (12) hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Turbot, its customers or others. In addition to payment of unpaid service fees, reinstatement after suspension for failure to pay fees may require payment of a reinstatement fee.

5. Customer Responsibilities and Restrictions

5.1 Except as expressly set forth in this Agreement, you may use the Service only for yourself or your internal business operations, and may not use the Service to provide service to third parties, including without limitation, resell, distribute, or otherwise make available any Service to any third party, including as part of a managed services offering, or software as a service (SaaS) based services, or any other use of the Service for the benefit of any third party.

5.2 You will be responsible for all activity occurring under your Service accounts including as necessary to enable Authorized Users access and use of the Services. You agree not to disclose user IDs to any third-party. You will promptly notify us of any unauthorized use of your account or of any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your passwords or account, either with or without your knowledge.

5.3 You will abide by all applicable local, state, national and foreign laws and regulations in connection with the use of the Service.

5.4 You warrant that you will have the necessary rights and licenses to all software or services from your Components, accessed or used by you through the Service. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all data input by Customer into the Service.

5.5 Customer will designate and notify Turbot of the person at Customer with responsibility for the administration of the Service, including such person's name, position, phone, email and address.

5.6 Customer will be responsible for:

5.6.1 its users' use of the Service and compliance with this Agreement;

5.6.2 all Internet, communication and other costs associated with use of the Service;

5.6.3 implementing appropriate administrative, physical, and technical safeguards in its facilities and its hardware and software infrastructure;

5.6.4 reporting to Turbot all errors in the Service promptly by web submission or e-mail; and

5.6.5 properly configuring the Services in accordance to Service Documentation, enabling single sign-on for Customer's accounts, and securing access passwords, keys, tokens or other credentials user by Customer in connection with the Services.

5.7 Customer will not, and will not permit its users to:

5.7.1 permit access to the Service to any persons other than Authorized Users;

5.7.2 remove from the Service any copyright notices, disclaimers or other indicia of ownership or restrictions on use;

5.7.3 use the Service for any purpose that is unlawful or prohibited by the terms and conditions of these Terms or the AUP;

5.7.4 interfere with or disrupt the integrity or performance of the Service or third-party data or information contained therein;

5.7.5 use the Service in any manner that could damage, disable, overburden, or impair Turbot's hardware and software infrastructure (the "**Environment**"), or interfere with any other party's use of the Service;

5.7.6 attempt to gain unauthorized access to the Environment, the Service, the accounts of our other customers or computer systems or networks connected to our servers or to the Service;

5.7.7 attempt to obtain any information from the Service through any means that are not intentionally made available to Customer by Turbot, or otherwise collect information about others;

5.7.8 use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy or other rights;

5.7.9 upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or take other actions whose purpose or effect is to (a) disrupt, disable, harm, or otherwise impede in any manner or impair the operation of the Environment or the Service; (b) permit unauthorized access to the Environment or the Service; (c) cause the Environment or the Service to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with, or upload software or programs that may damage, the operation of another computer or property of another;

5.7.10 modify copy or create any derivative work based upon the Service or any portion, feature or function of a Service;

5.7.11 reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, the Services;

5.7.12 access or use the Services or Documentation in order to (1) copy ideas, features, functions or graphics or (2) develop competing products or services; or

5.7.13 access the Service for purposes of monitoring service availability, performance or functionality, or for any other benchmarking or competitive purposes

5.8 You will cooperate with our reasonable investigation of Service outages, security problems, and any suspected breach of this Agreement.

6. Turbot Responsibilities

6.1 Compliance with Law. We will abide by all applicable local, state, national and foreign laws and regulations in connection with the provision of the Service.

6.2 Service Availability. We will use commercially reasonable efforts to make the Service available in accordance with the Service Description and SLA

6.3 Support. We will provide basic technical support for the Service to Authorized Users, which means using reasonable efforts to correct any errors found in the Service that are directly attributable to the Environment, within a reasonable time after you report such error to us. Support services will be provided in accordance with the Service Support Policy included in the Service Description and SLA. Our Service Support Policy is subject to change at our discretion; however, our policy changes will not result in a material reduction in the level of support services provided for the Service during the period for which you have paid the fees for the Service.

6.4 Security. We will use commercially reasonable efforts, consistent with generally accepted industry practices, to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your data. All data is stored at our infrastructure vendor only in encrypted form and remains in encrypted form while being transferred using the Service.

6.5 APIs and Tools. One or more APIs and Services Web interfaces will be available to Customer to assist with Customer's implementation of Connections, and Turbot makes client libraries available to facilitate Customer's coding against the API(s). In addition, Authorized Users may install a Turbot Command Line Interface (CLI) in their own environments or Components to support Customer's use of Services. The code for these libraries, Tools, Interfaces, and agents (collectively, "Ancillary Tools") are available in public repositories at <https://github.com/turbot> and are subject to the applicable licenses referenced in those repositories. Customer determines and controls what APIs and Ancillary Tools (if any) to use in connection with the Services. By using an API or Ancillary Tool in connection with the Services, Customer hereby agrees to do so in accordance to the applicable licenses referenced. The Ancillary Tools are not "Services" or "Support" for purposes of this Agreement.

6.6 Hosting and Other Providers. Turbot uses third-party hosting providers and other service providers to support the provision of the Services and Support. Turbot reserves the right to engage and substitute providers as we deem appropriate but shall remain responsible to Customer for the provision of the Services and Support.

7. Data Privacy

7.1 Compliance with Law. The parties will comply with all applicable laws and regulations related to data privacy and the transmission of technical or personal data. In furtherance thereof:

7.1.1 if Customer is located in the European Union or serves European Union residents, (i) the parties will comply with EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by EU General Data Protection Regulation 2016/679 ("**GDPR**") and laws implementing or supplementing the GDPR and (ii) the parties' performance under this Agreement will also be governed by Turbot's standard Data Protection Addendum ("DPA"). If the Customer believes Customer Data may include the Personal Information of a natural

persons located in the European Economic Area and wishes to execute a DPA pursuant to the GDPR, Customer may obtain the DPA at <https://turbot.com/legal/dpa> or email privacy@turbot.com for more information. Promptly following Turbot Legal's receipt of the request, Turbot will send Customer a DPA for execution; and

7.1.2 the parties will comply the California Consumer Privacy Act of 2018.

7.2 Anti-Bribery/Anti-Corruption. The parties will comply with Applicable Laws concerning anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. As of the date of this Agreement and the date of each Order, Customer represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any employee, agent or representative of Turbot or its Affiliates in connection with this Agreement. Customer agrees to promptly notify Turbot if it learns of any violation of the foregoing. This representation is not intended to include customary and reasonable gifts and entertainment provided in the ordinary course of business, to the extent such as gifts and entertainment are permitted by Applicable Law.

7.3 Export Laws. Each Party shall (a) comply with Applicable Laws administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("Export Laws"), including designating countries, entities and persons ("Sanctions Targets") and (b) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under Applicable Laws, including Export Laws.

7.4 Customer Obligations. Customer will disclose its data protection policy to its users and customers and require users and customers to provide an unambiguous consent via a clear affirmative action (opt-in) for Customer to collect and use user and customer data and to submit user and customer data to the Service, including without limitation any user and customer data that comprises personal information or personal data. Customer must provide evidence of such consent to Turbot upon request. Customer will have sole responsibility for execution and management of a Data Protection Addendum with each user or customer who requests.

7.5 Privacy Policy. Turbot's Privacy Policy is incorporated into this Agreement and is available at <https://turbot.com/legal/privacy>

7.6 Except for limited personal information in Customer's Account information, Turbot does not require personal information for Customer's access and use of the Service. Customer shall limit personal information to only that necessary for the creation and administration of its Account. If you are a user of our products and services, there is no need to enter personal information to use them to their full benefit, and we strongly advise that you do not store any personal information on our systems.

8. Confidential Information; Usage Data

8.1 Confidential Information. Each party understands and acknowledges that any data or information, oral or written, that relates to the other's research, development or business activities (including without limitation any unannounced products and services, other clients, suppliers, and service providers, business processes and plans, finances, internal operations) which is disclosed or otherwise made available to the other party (collectively, "**Confidential Information**") represent valuable confidential information entitled to protection as trade secrets. Each party will keep confidential, will not disclose, and will protect from unauthorized disclosure by its employees and agents, Confidential Information and all copies or physical embodiments thereof in any media in its possession, and will limit access to Confidential Information to those who require such access in connection with this Agreement. Each party will secure and protect the Confidential Information and any and all copies and other physical embodiments thereof in any media in its possession in a manner consistent with the steps taken to protect its own trade secrets and Confidential Information, but not less than a reasonable degree of care. Each party will take appropriate action with its employees who are permitted access to the Confidential Information to satisfy its obligations hereunder.

8.2 Exceptions. The confidentiality obligations set forth above will not apply to (i) information previously known to the receiving party without reference to Confidential Information, (ii) information which is or becomes publicly known through no wrongful act of the receiving party, (iii) information received from a third party under no confidentiality obligation with respect to the Confidential Information or (iv) information required to be disclosed under administrative or court order or in arbitration or litigation arising out of this Agreement.

8.3 Usage Data. Turbot may Process information about your Account, Customer Data, Support Requests, and Customer Configuration (collectively "**Usage Data**") to: (a) provide and improve Services and Support; (b) to calculate Fees; (c) provide Customer and Authorized Users insights, service and feature announcements and other reporting; (d) customize the Service for you and/or offer you additional features, services or products. Usage Data which has been aggregated and de-identified may be used for internal research, product development, or marketing.

9. Indemnification, Disclaimers and Limitations of Warranties and Liability

9.1 Indemnification Obligations

9.1.1 We will indemnify, defend and hold you harmless against all damages and expenses of any kind (including reasonable attorneys' fees) (collectively, "**Damages**"), incurred for third party claims arising out of or in connection with infringement by the Service of any United States copyright, patent, trademark, trade secret or other intellectual property rights of any third party, except in each case to the extent that such Damages arise out of: (a) your misuse, neglect, accident, abuse, modification, or misapplication of the Service; (b) your failure to use the Service in accordance with its documentation or this Agreement; (c) your combination of the Service with any items not provided by us or specified in the Service's documentation; (d) with respect to software installed on Customer's environment, Customer's failure to promptly install and utilize an update, fix or patch.

9.1.2 In addition to our obligations under Section 9.1.1, if the Service becomes or is likely to become subject to a claim for infringement, we will, at our sole option and expense (i) procure for you the right to continue to use the Service; or (ii) replace or modify the Service so that it becomes non-infringing, which replacement or modification must be functionally equivalent, so as to settle such claim, or (iii) refund any pre-paid Service fees pro rata based on the time remaining in the Term.

9.1.3 SECTIONS 9.1.1 AND 9.1.2 SET FORTH YOUR SOLE REMEDY AND OUR SOLE LIABILITY OR OBLIGATION WITH RESPECT TO ANY CLAIM THAT THE SERVICE INFRINGES A COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY.

9.1.4 You will indemnify, defend and hold us harmless against any Damages incurred for third party claims arising out of or in connection with (a) data input by you into the Service or (b) your use of the Service in any manner prohibited by this Agreement.

9.1.5 A party seeking indemnification will promptly notify the other party in writing of any claim, provided, that failure to give notice will only relieve the Indemnifying Party of liability if the Indemnifying Party has suffered actual material prejudice by such failure. The Indemnifying Party will (a) control the defense of any such claim; (b) reimburse the Indemnified Party for any reasonable legal expenses directly incurred in such defense, as such expenses are incurred; and (c) have the right to consent to judgment on, or otherwise settle, an indemnified claim with the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld; provided, that the Indemnified Party may withhold its consent if the judgment or settlement imposes an unreimbursed or continuing obligation on the Indemnified Party or does not include an unconditional release of each Indemnified Party.

9.2 Warranties; Disclaimer of Warranties

9.2.1 We warrant that the Service will be provided in accordance with Agreement, the Service Description and SLA. We do not warrant that the Service will meet your requirements or that the operation of the Service will be uninterrupted or error free or that all defects will be corrected. This warranty is void if failure of the Service has resulted from: (a) misuse, neglect, accident, abuse, modification, or misapplication of the Service; (b) your failure to use the Service in accordance with its documentation or this Agreement; or (c) the combination of the Service with any items not provided by us or specified in the Service's documentation.

9.2.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (I) THE SERVICE IS PROVIDED AS IS AND AS AVAILABLE AND (II) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TURBOT DISCLAIMS ANY AND ALL WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED.

9.3 Exclusion of Liability

EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL,

CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY INCLUDING NEGLIGENCE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.4 Limitation of Liability

EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT (EXCLUDING ACTIONS TO COLLECT FEES) WILL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO TURBOT UNDER THE ORDER GIVING RISE TO SUCH CLAIM IN THE 12 MONTHS PRECEDING THE EVENT.

10. Intellectual Property

Customer acknowledges that, as between Customer and Turbot, Turbot owns all right, title and interest in all copyright, patent, trademark, trade secret and other intellectual property rights with respect to the Service. Customer understands and agrees that its use of or access to any of the foregoing Turbot property in connection with this Agreement will not create in it any right, title or interest, in or to such property, and that all such use or access and goodwill associated with any such use or access will inure to the benefit of and be on behalf of Turbot. Any ideas, suggestions, modifications or enhancements that Customer or its users submit in connection with its use of the Service will be Turbot's property, and Customer hereby assigns to Turbot all right, title and interest in such ideas, suggestions, modifications or enhancements. As between Customer and Turbot, Customer retains all right, title and interest in all Customer Data including in each case all associated intellectual property rights related to Customer Data submitted to the Service.

11. Channel Partners

If you acquired the Service through a third party reseller, referral partner or solutions provider (a "Channel Partner"), you acknowledge that (i) payment and delivery terms for the Service must be established between you and Channel Partner; (ii) this Agreement constitutes the entire agreement between you and Turbot regarding the Service and is controlling; (iii) the terms and conditions of any purchase order or any other agreement between you and the Channel Partner are not binding on Turbot; (iv) the Channel Partner is not our agent and is not authorized to alter, amend or modify the terms of this Agreement or to otherwise grant any other rights relating in any way to the Service; and (v) your nonpayment of any amount due to a Channel Partner relating to this Agreement shall constitute a basis for our termination of this Agreement. You further acknowledge that we make no representation or warranty with regard to any services provided by any Channel Partner, or any actions or failures to act by any Channel Partner.

12. Publicity

Neither Party shall, except as otherwise required by Applicable Law or stock exchange requirements, issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement without prior written consent of

the other Party. However Turbot may (subject to obligations of non-attribution under Section 8.3) include Customer's name and logo in lists of customers included in Turbot marketing materials. Turbot agrees to remove Customer's name and logo from marketing materials within 30 days of written request sent to sales+logos@turbot.com.

13. Miscellaneous

13.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that (a) it has all the necessary power and authority to enter into and perform its obligations under this Agreement, (b) you represent and warrant that you are at least 18 years of age, or have otherwise reached the age of "majority" where you reside, and that you have the right, power and authority to enter into this Agreement yourself or on behalf of an entity or organization that you represent and (c) this Agreement has been duly authorized, executed and delivered by it and its execution and delivery of this Agreement, and the performance of its obligations and duties hereunder, will not conflict with or violate any agreement or other obligation.

13.2 Independent Contractor. Turbot and Customer are and will remain independent contractors. The Agreement does not constitute a partnership. Neither party is a franchisee, agent or legal representative of the other for any purpose, and neither party has the authority to act for, bind or make commitments on behalf of the other.

13.3 No Assignment. Neither party may sell, transfer, assign, or subcontract its rights or obligations under this Agreement without the express written consent of the other party. Any attempt to do so without such consent will be null and void. Notwithstanding the foregoing, we may, without your consent, assign this Agreement and our rights and obligations hereunder in connection with (i) a merger, combination, consolidation or similar business combination involving Turbot, (ii) a sale of all or substantially all of Turbot's assets, or (iii) a sale of a majority of Turbot's outstanding voting securities.

13.4 Amendments in Writing. No amendment, modification, or waiver of any provision of this Agreement will be effective unless set forth in a writing that refers to this Agreement and is executed by authorized representatives of each party. No failure or delay by any party in exercising any right, power, or remedy will operate as a waiver of any such right, power, or remedy.

13.5 Force Majeure. We will not be liable or deemed to be in breach of its obligations hereunder for any delay or failure in performance under this Agreement or other interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, act of war, accidents, electronic, computer or communications failures, natural disasters or catastrophes, strikes, or other work stoppages or any other cause beyond the reasonable control of the party affected thereby.

13.6 Notices. Any notice to be given under this Agreement will be in writing, will be deemed given upon receipt, and will be delivered by e-mail (legal@turbot.com) or by overnight delivery service with proof of delivery, to the address Turbot Address on <https://turbot.com/contact> (or such other address previously designated by the receiving party by written notice) to the attention of the receiving party's designated primary contact.

13.7 Governing Law; Dispute Forum. This Agreement will be governed by and construed in accordance with the laws of the State of New York. The first party initiating any legal action under this Agreement will commence that action in the state or federal courts located in New York City, New York, and each party agrees to the exclusive jurisdiction of such courts with respect to any dispute arising under this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded from application to this Agreement.

13.8 US Government Customers. The Services and Documentation are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services and Documentation. If Customer or any Authorized User is using Services and Documentation on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer and Customer's Authorized Users must immediately discontinue use of the Services and Documentation. The terms listed above are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.9 Entire Agreement; Severability. This Agreement, together with the schedules, amendments, and other attachments, contains a full and complete expression of the rights and obligations of the parties. If any provision of this Agreement conflicts with any schedule, amendment or attachment to this Agreement, this Agreement will control with respect to the subject matter of such schedule, amendment or attachment. This Agreement supersedes any and all other previous agreements, written or oral, made by the parties concerning its subject matter. If any provision of this Agreement is held by a court or arbitration panel of competent jurisdiction to be unlawful, the remaining provisions of this Agreement will remain in full force and effect to the extent that the parties' intent can be lawfully enforced. Without limiting the generality of the foregoing, it is expressly agreed that the terms of any Customer purchase order will be subject to the terms of this Agreement and that any acceptance of a purchase order by Turbot will be for acknowledgment purposes only and none of the terms set forth in the purchase order will be binding upon Turbot.

13.10 Headings. The headings to these terms and conditions have been included solely for references and are to have no force or effect in interpreting the provisions of the Agreement.

13.11 Survival. Sections 4.4, 8, 9, 10 and 13 will survive any termination of this Agreement.