

**MASTER SERVICES AGREEMENT** *Last Modified: 03/17/2025* Sociometric Solutions, Inc. d/b/a Humanyze (individually and collectively referred to as “Humanyze” or “Company”) requires users of its services, including any entity executing a sales order (“Customer”) that references these terms to accept and adhere to these terms and conditions (the, “Agreement”). This Agreement governs the purchase and use of Company’s products and services and is accepted by executing a sales order that references this Agreement or by requesting, receiving, using or accessing Company’s product and services. Company may update this Agreement from time to time and Customer will have 30 days to reject the updated terms by providing written notice to Company. If Customer continues to use or receive the products and services following such period, the updated Agreement will be deemed accepted.

1. **Sales Order.** Services will be ordered by Customer pursuant to executed sales order (each, an “Order Form”). Each Order Form will include the specific products and services being ordered and the associated fees and any additional terms as applicable. Each additional Order Form will upon execution by both parties be deemed an addendum hereto and will be subject to all of the terms and conditions herein. If a subsidiary or affiliate of Customer enters into an Order Form under this Agreement, Customer remains responsible for ensuring compliance with all terms herein. Customer shall be liable for any breach or non-payment by such subsidiary or affiliate.
2. **Products and Services.**
  - 2.1 Hardware. Customer is responsible for maintaining an environment which is adequate for the high performance and quality operation of the products and services, including any requirements arising from changes in specifications, such requirements may include minimum standards of disk storage, communication bandwidth and internet connectivity. Customer is solely responsible for acquiring, servicing, maintaining and updating all equipment, computers, mobile devices, software and communications services, not owned or operated by or on behalf of Company, that support Customer’s access to and use of the Services and for all expenses related thereto. Customer will access and use the Services only in accordance with the then current Documentation provided by Company.
  - 2.2 Services. The services described in Sections 2.3 through 2.8 below are individually and collectively referred to in this Agreement as the “Services.”
  - 2.3 Scope of Services. Company’s proprietary software solution (together with the services, features, the Documentation, and information made available on or through such software solution, the “Services”) is a hosted software solution and distributed online by Company and made available to Customer as a software-as-a-service (SaaS), which consists of workplace analytics solutions that generate data-driven benchmarks and indicators around the categories of employee engagement, team productivity, and organizational adaptability (the “Solution Data”), to inform and accelerate an enterprise’s management, HR and workplace decisions. All Services are subject to this Agreement. “Documentation” means any online user guides, documentation, training materials, or other written supporting materials made available by Company to Customer in connection with the Services.
  - 2.4 Hosted Services. Subject to Customer’s timely payment of fees required hereunder and compliance with the terms herein, Company grants to Customer a non-exclusive, non-transferable, limited, revocable license to access and use the

then current versions of those components of the Services identified in executed Order Form, which includes any written materials including user guides, documentation and training materials ("Documentation") provided by Company. Customer shall be responsible for each user's use of the Service in accordance with the terms of this Agreement.

- 2.5 Implementation Services. Customer may select Company to provide implementation services. Upon the request of Customer, Company shall supply integration and data query services following delivery and installation of the product to assist the Customer to organize Customer's existing data to a usable format for the Services. Customer is responsible to provide access to the source data for inclusion in the format required by Company. Customer is solely responsible for the complete review of all consolidated data, correcting any errors, and entering any information to ensure completeness in the data sources.
- 2.6 Maintenance and Support. Customer agrees that Company may install software updates, error corrections, and software upgrades to the Services as Company deems necessary from time to time. All such updates, error corrections and upgrades will be considered part of the Services for purposes of this Agreement. Company will have no liability for modifications to, or suspension or discontinuance of the Services, or any part thereof, whether with or without notice to Customer.
- 2.7 Professional Services. Customer may request training, custom dashboards, consulting or other services ("Professional Services") from Company. Professional Services will be requested via Order Forms and may be subject to additional terms as provided in a Statement of Work.
- 2.8 Application Programming Interfaces ("APIs").
  - 2.8.1 Customer. Customer may request access to certain Company integration material to develop integrations with Company Products and Services and Customer's own branded applications. Any license or use of such integration development material will be subject to a separate agreement, which will be made available to Customer in Company's sole discretion upon Customer's request.
  - 2.8.2 Third Party. Customer may request access for third parties to certain Company integration development material to develop integrations with Company Products and Services and third-party applications. Any license or use of such integration development material will be subject to a separate agreement, which will be made available to such third party in Company's sole discretion upon Customer's request.

### **3. Use of Products and Services.**

- 3.1 Accounts: Security. Access to or use of certain portions and features of the Products and Services require you to create an account ("Account"). Customer represents that all information provided by it is current, accurate, complete, and not misleading. Customer further warrants that it will maintain and update all information provided by it to ensure accuracy on a prompt, timely basis. Customer is entirely responsible for maintaining the confidentiality and security of its Account(s), including the password(s). Accounts are not transferrable. Customer agrees to promptly notify Company if Customer becomes aware or suspects any unauthorized use of its accounts, including any unauthorized access or attempted access. Customer is

responsible for all activities that occur under its Account(s). A user license is required for each person utilizing Customer's master account, or other data generated through the use of the Services. Any sharing of such data or manipulation via Accounts to reduce the number of full time employees in Customer's HRS in any way is strictly prohibited. Company may audit Customer's account for compliance with this provision and Customer will cooperate with Company's reasonable requests for documentation to support Customer's use of the Products and Services. If Customer has violated this provision, Customer will immediately execute a new Order Form to add the required product and services and pay any applicable fees accordingly.

- 3.2 Restrictions on Use. In accessing or using the Products and Services, Customer will not: (a) resell, lease, encumber, sublicense, distribute, publish, transmit, transfer, time-share, loan, modify assign or provide such access or use to any third party in any medium whatsoever; including any attempt to hack, bypass or circumvent any system security feature, access controls or authentication measures (b) devise specifications from, reverse engineer, reverse compile, disassemble, or create derivative works based on the Services or use any means to discover the source code of any portion of the Platform; (c) harvest, extract or modify information in the Service using technology or method such as those commonly referred to as "web scraping," "data scraping," or "screen scraping"; (d) knowingly input or post through or to the Services any content that is illegal, threatening, harmful, lewd, offensive, or defamatory or that infringes the intellectual property rights, privacy rights or rights of publicity of others, (e) store data on the Service that is regulated by the HIPAA Privacy Rules or the PCI Data Standards (f) input or transmit through or to the Services any virus, worm, Trojan Horse, or other mechanism that could damage or impair the operation of the Services or grant unauthorized access thereto; (g) use or access the Services for purposes of monitoring the availability, performance or functionality of the Services or for any other benchmarking or competitive purposes; or (h) cause, assist, allow or permit any third party (including an end-user) to do any of the foregoing; (i) use the Services to create, develop, or improve any product or service that competes with Company's offerings. This restriction does not prevent Customer from using the Services for its own internal business purposes; or (j) permit any third party to use or access the Services other than your direct employees or contractors who are acting on your behalf.
- 3.3 Applicable Laws. Customer's access to and use of the Products and Services is subject to all applicable international, federal, state and local laws and regulations. Customer may not use the Products and Services or any information data or Customer Content in violation of or to violate any law, rule or regulation. Ensuring Customer's use of the Products and Services is compliant with applicable laws is the responsibility of Customer.
- 3.4 Suspension of Service. Company has the right to immediately suspend the Service (a) in order to prevent damage to or degradation of the Service or unauthorized or non-compliant use or (b) for operational reasons such as repair, maintenance, or improvement or because of any emergency, or (c) if, following notice from Company, Customer has failed to pay any amounts due and owing. In the case of (a) or (b) Company will give Customer prior notice if reasonable and will ensure

that the Service is restored as soon as possible after the event given rise to suspension has been resolved to Company's reasonable satisfaction.

- 3.5 Ownership and Reservation of Rights. Nothing in this Agreement shall constitute a transfer of any proprietary right by Company to Customer. The Services may be protected by patent, copyright, trade secret, and other intellectual property laws. As between the parties, Company owns and retains all right, title, and interest in and to the intellectual property rights in and to the Services (including any data and/or analytics made available through the Services) and any enhancements, modifications or derivative works thereof. As between the parties, (i) each party retains ownership in and to its Confidential Information (as hereinafter defined) and (ii) Company exclusively owns all right, title and interest in and to the Services and any derivative works and work product conceived, originated, or prepared in connection with the Services. All rights not specifically granted to Customer in this Agreement are retained by Company. Customer acknowledges the proprietary rights of Company and its licensors in the Services and that Company retains all right, title and interest in and to the Services.

#### **4. Data Licenses.**

- 4.1 Customer Content on Hosted Services. As between Company and Customer, all title and intellectual property rights in and to all electronic data or information submitted to and stored in the Service that is owned by Customer ("Customer Content") are owned by Customer. Customer acknowledges and agrees that in connection with the provision of the Services, Company may store and maintain Customer Content for a period of time consistent with Company's standard business processes for the Service. Following expiration or termination of the Agreement or a Customer account, if applicable, Company may deactivate the applicable Customer account(s) and delete any data therein. Customer grants Company the right to host, use, process, display and transmit Customer Content to provide the Services pursuant to and in accordance with this Agreement and the applicable Order Form. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Content, and for obtaining all rights related to Customer Content required by Company to perform the Services. Further details on Data utilization, application of cookies, data storage and retention are specified in Company's [Privacy Policy](#).
- 4.2 Aggregated Data. Customer agrees that, subject to Company's confidentiality obligations in this Agreement, Company may (a) capture data regarding the use of the Products and Services by Customer, (b) collect metrics and data included in the Company Content, and (c) aggregate and analyze any metrics and data collected pursuant to subsections (a) and/or (b) of this sentence (collectively, the "Aggregated Data"). Customer agrees that Company may use, reproduce, distribute and prepare derivative works from the Company Content, solely as incorporated into Aggregated Data, provided that under no circumstances will Company use the Aggregated Data in a way that identifies Customer or its users as the source of the data.
- 4.3 Solution Data. The parties acknowledge and agree that as between Customer and Company, Customer owns the Solution Data. Customer hereby grants to Company a worldwide, perpetual, transferable, irrevocable, royalty-free, fully-paid, non-exclusive right and license (with the right to sublicense and to permit

sublicensees to grant further sublicenses) to use, copy, modify, distribute, display, perform, and prepare derivative works of Solution Data for Company's business purposes, including (i) incorporating Solution Data into research publications or reports, (ii) to provide the Services or technical support to Customer or to perform its obligations in connection with the activities contemplated under this Agreement, and (iii) using Solution Data for the purposes of troubleshooting and improving its products and services and developing algorithms and benchmarks.

## **5. Confidential Information.**

- 5.1 Definition of Confidential Information. "Confidential Information" means all information, in whatever form, that is disclosed or otherwise made available by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party"), which is either (i) marked or identified as confidential at the time of disclosure, or (ii) should reasonably be understood to be proprietary, confidential, or competitively sensitive based on the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, creative works, business activities, trade secrets, analysis, software, algorithms, know-how, techniques, research, developments, inventions, discoveries, processes, designs, technical data and information, financial information, pricing, vendors, customers, prospects, marketing plans, and any other information of a similar nature. For the avoidance of doubt, Company's Confidential Information includes the Services (including the design, features, functions, and architecture thereof, and any information or data made available thereon) and the terms and conditions of this Agreement.
- 5.2 Access and Use. Receiving Party shall: (i) use and reproduce the Confidential Information only to perform Receiving Party's obligations and exercise Receiving Party's rights under this Agreement and for no other purpose; (ii) restrict disclosure of Confidential Information to Receiving Party's Representatives with a need to know the Confidential Information to enable the Receiving Party to perform its obligations and exercise its rights under this Agreement, provided that such Representatives are bound by written confidentiality obligations at least as strict as those contained in this Agreement and that extend to the Confidential Information; and (iii) use reasonable care, no less than the standard of care it applies to its own similar confidential information, to protect the Disclosing Party's Confidential Information and to prevent unauthorized disclosure of such Confidential Information. The confidentiality obligations in this Agreement shall remain in effect for a period of five (5) years from the date of disclosure, except for trade secrets, which shall remain confidential for so long as they qualify as trade secrets under applicable law.
- 5.3 Exclusions. Except as expressly provided herein, nothing in this Agreement will be construed to restrict or impair in any way the right of Receiving Party to use or disclose any information which: (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the Receiving Party; (iii) can be reasonably demonstrated to be in the possession of Receiving Party prior to its initial disclosure hereunder without any obligation of confidentiality binding on Receiving Party with respect to such information; or (iv) is acquired from a third party having a right to disclose the same to Receiving Party without breach of any confidentiality obligation. Receiving Party may disclose Confidential Information in accordance with a legally binding judicial or other

governmental order, provided that, to the extent permitted by applicable law, Receiving Party provides the Disclosing Party with prompt written notice of the same to enable the Disclosing Party to seek a protective order or other remedy. Notwithstanding any other provision in this Agreement to the contrary, the Receiving Party may disclose the existence, terms, and subject matter of this Agreement to potential acquirers, potential and existing lenders, and/or potential and existing investors only if such third parties execute a Non-Disclosure Agreement (NDA) containing confidentiality obligations no less protective than those set forth herein. Notwithstanding any other provision in this Agreement to the contrary, Company may collect, analyze, and anonymize data, statistics, or other information obtained through the provision, use, and performance of various aspects of the Services (collectively, "Analytics") and aggregate such data, statistics, or other information with data, statistics, or other information obtained from other sources, and may use such Analytics for lawful business purposes, including improvement of the Services, provided that such Analytics shall be anonymized and shall not be used in a manner that re-identifies, or attempts to re-identify, any individual or Participant. Without limitation of the foregoing, Company may use and Process any information (including any information relating to or derivative of Participant Data) to the extent such information constitutes residual knowledge retained as part of machine learning, artificial intelligence, or algorithmic models, provided that such retained knowledge is not used to directly compete with Customer or identify any individual.

- 5.4 Customer Data. In connection with this Agreement, Company may Process certain data (whether through the Services or otherwise) solely on behalf of Customer ("Customer Data"). Customer hereby grants to Company the right and license to Process and otherwise use Customer Data to the extent necessary to perform the Services. Customer shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other access protocols required to access the Services. Customer will be solely responsible for the accuracy and completeness of the Customer Data. Company shall have no obligation to maintain any Customer Data obtained in the course of providing the Services beyond thirty (30) days after termination of this Agreement, except where required by applicable law or as agreed in writing by the parties. For the avoidance of doubt, Company shall permanently delete all Customer Data from its active systems within thirty (30) days after termination, subject to backup retention policies and legal obligations. Customer represents, warrants, and covenants that:
  - (i) it has (and will have) Processed, collected, and disclosed all Customer Data in compliance with applicable Law and provided any notice and obtained all consents and rights required by applicable Law to enable Company to lawfully Process Customer Data as permitted by this Agreement; (ii) it has (and will continue to have) full right and authority to make the Customer Data available to Company under this Agreement; and (iii) Company's Processing of the Customer Data in accordance with this Agreement or Customer's instructions does and will not infringe upon or violate any applicable Law or any rights of any third party.
- 5.5 Regulated Data. The parties acknowledge and agree that this Agreement does not contemplate that any Regulated Data will be disclosed or made available or accessible to Company by or on behalf of Customer. If Customer intends to disclose

Regulated Data under this Agreement, Customer must first provide written notice to Company, and the parties shall negotiate and execute a written amendment to this Agreement (a "Data Amendment") that includes additional terms governing such Regulated Data. If Customer inadvertently discloses Regulated Data to Company without a Data Amendment, Customer shall promptly notify Company, and the parties shall work together in good faith to mitigate any risk and ensure compliance with applicable law. For the avoidance of doubt, Customer shall not disclose or provide access to Company to any Regulated Data unless and until the parties have entered into a Data Amendment.

- 5.6 Remedies. The parties expressly acknowledge and agree that any breach or threatened breach of this Section 5 by the Receiving Party may cause immediate and irreparable harm to the Disclosing Party that may not be adequately compensated by damages. Each party therefore agrees that in the event of such breach or threatened breach of this Section 5 by the Receiving Party, and in addition to any remedies available at law, the Disclosing Party shall have the right to seek equitable and injunctive relief, without the need to post bond, except where required by law, in any court of competent jurisdiction.

## **6. Third Party Services.**

- 6.1 Linking. Except as expressly permitted in this Agreement or as otherwise agreed by Company in writing, Customer is prohibited from linking to the Service, framing of all or any portion of the Service, and extracting data from the Service. Company reserves the right to disable any unauthorized links or frames. Company will not be responsible and expressly disclaims any liability for any third party services that Customer may use or connect to through the Service. If Customer activates any APIs or links to enable data sharing through the Service or directs Company to do so on its behalf, Customer thereby authorizes Company to send and receive Customer Content with any such activated third-party service and represents and warrants to Company that Customer has all appropriate right and title to grant such authorization. Customer will be solely responsible for any third-party fees related to the third-party services and compliance with any applicable third-party service terms.
- 6.2 Company Provided Third Party Products. Company may distribute or incorporate certain third-party products with the Products and Services. This Agreement does not include any operating system to operate the Products and Services. Customer has sole responsibility to obtain the appropriate licenses to these items. Company may provide recommendations for the same upon request. Company provide third party products are subject to their own applicable licenses and terms. If Customer does not agree to these terms, Customer should not install or use such third party products.
- 6.3 AI Content. This website and the Services offered by Company may, in whole or in part, contain content and features generated by an artificial intelligence language model (the "AI Content"). Company makes no representations about the suitability, reliability, accuracy, or completeness of the AI Content and disclaims, to the greatest extent permissible under applicable law, any and all liability for any errors or omissions in the AI Content. Customer is solely responsible for its interactions with and reliance on the AI Content.

## **7. Intellectual Property.**

- 7.1 Proprietary Rights. Company's intellectual property, including without limitation the Services, its trademarks and copyrights and excluding any Company Content contained therein, and any modification thereof, are and will remain the exclusive property of Company and its licensors. No licenses or rights are granted to Customer except for the limited rights expressly granted in this Agreement.
- 7.2 Feedback. Customer agrees that advice, feedback, criticism, or comments provided to Company related to the Products and Services are given to Company and may be used by Company freely and without restriction and will not enable Customer to claim any interest, ownership or royalty in Company's intellectual property.

**8. Payment and Taxes.**

- Payment Terms governed by AWS Terms & Conditions

**9. Term and Termination.**

- Term and Termination governed by AWS Terms & Conditions

**10. Confidential Information.**

- 10.1 Confidential Information. "Confidential Information" means any information disclosed by one party to the other whether orally or in writing that is designated as confidential or that reasonably should be understood by the receiving party to be confidential, notwithstanding the failure of the disclosing party to designate it as such. Confidential Information may include information that is proprietary to a third party and is disclosed by one party to another pursuant to this Agreement. The Service, all features and functions thereof and related pricing and product plans will be the Confidential Information of Company.
- 10.2 Non-Disclosure. Each party agrees to maintain the confidentiality of the other party's Confidential Information with the same security and measures it uses to protect its own Confidential Information of a similar nature (but in no event less than reasonable security and measures) and not to use such Confidential Information except as necessary to perform its obligations or exercise its rights under this Agreement. The receiving party may disclose Confidential Information of the disclosing party to those employees, officers, directors, agents, affiliates, consultants, users, and suppliers who need to know such Confidential Information for the purpose of carrying out the activities contemplated by this Agreement and who have agreed to confidentiality provisions that are no less restrictive than the requirements herein. Such party will be responsible for any improper use or disclosure of the disclosing party's Confidential Information by any such parties. Except as expressly permitted by this Section, the receiving party will not disclose or facilitate the disclosure of Confidential Information of the disclosing party to any third party. The restrictions in this Section shall continue until such time as the information is covered by an exclusion set forth below.
- 10.3 Exclusions. The receiving party will have no obligation under this Section with respect to information provided by the disclosing party that: (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the receiving party, (b) is or becomes available to the receiving party from a source other than the disclosing party, provided that such source is not known to the receiving party to be bound by an obligation of confidentiality to the disclosing party with respect to such information, (c) was in the receiving party's possession prior to



disclosure by the disclosing party, or (d) is independently developed by the receiving party without reference to the Confidential Information. Further either party may disclose Confidential Information (i) as required by any court or other governmental body or as otherwise required by law, or (ii) as necessary for the enforcement of this Agreement or its rights hereunder.

11. **Disclaimers.** Company does not warrant that the services will be performed error-free or uninterrupted, that company will correct all errors or that the products and services will meet customer's requirements or expectations. Company is not responsible for any issues related to the performance, operations or security of the products and services that arise from customer content or third-party applications or services provided by third parties. Company expressly disclaims (to the greatest extent permissible under applicable law) all other warranties express, implied, statutory, or otherwise, relating to the subject matter of this agreement, including without limitation, any warranties of merchantability, title, or fitness for a particular purpose.
12. **Limitation of liability.** In no event will company or its affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, of any kind or nature arising out of this agreement or the products and services, including without limitation, any cost to cover procurement of substitute goods or services (which the parties agree will not be considered direct damages), or any loss of revenue, profits, sales, data, data use, good will, or reputation. Company's maximum liability arising out of or related to the Products, Services, or this Agreement will be limited to the amount of fees Customer has paid to Company in the 6 months prior to the event(s) giving rise to such liability. Notwithstanding the foregoing, nothing in this Agreement limits either party's liability for gross negligence, willful misconduct, or fraud. The limitations set forth in this section apply regardless of the legal theory on which a claim is brought, even if Company has been notified of the possibility of damage or if such damage could have been reasonably foreseen and notwithstanding any failure of essential purpose of any exclusive remedy provided in this agreement.
13. **Indemnification.** Customer will defend, indemnify, and hold harmless Company, and its officers, directors, employees, contractors, representatives, agents and affiliates, from and against any claim, demand, suit, investigation, or proceeding, in each case made or brought by any third party (each, a "Claim") made or brought against Company, arising from (i) Customer's breach, or alleged breach, of this Agreement; and (ii) Customer's, or any of its personnel's, use of the Services or Solution Data. Customer will pay all costs, reasonable attorneys' fees and any settlement amounts agreed to by Customer or damages awarded in connection with the Claim.
14. **Publicity.** Customer hereby consents to Company identifying Customer as a customer by name and logo in Company's promotional materials, subject to Customer's right to revoke such consent with 30 days' written notice. Upon receipt, Company will remove Customer's name or logo from active marketing materials within a commercially reasonable timeframe.
15. **Assignment.** Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder in whole or in part without the prior written consent of Company. Subject to the foregoing, this Agreement will insure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.
16. **Notices.** Any notice required under this Agreement will be provided to the other party in writing. If Customer wishes to provide notice to Company, Customer will send notice via email to: [ask@humanyze.com](mailto:ask@humanyze.com). Company will send notices to one or more contact(s) on file

for Customer. Notices from Company, other than for a breach of this Agreement may be provided within the Service.

17. **Attorney's Fees.** In the event any proceeding or lawsuit is brought in connection with this Agreement, the prevailing party in such proceeding will be entitled to receive its reasonable costs, expert witness and attorneys' fees.
18. **Relationship of the Parties.** This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties.
19. **No Third Party Beneficiaries.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.
20. **Equitable Remedies.** Each party acknowledges and agrees that (a) a breach or threatened breach by such party may give rise to irreparable harm to the other party for which monetary damages may not be an adequate remedy; and (b) if a breach or threatened breach by such party occurs, the other party will in addition to any and all other rights and remedies that may be available to such other party at law, at equity or otherwise in respect of such breach, be entitled to seek equitable relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security.
21. **Force Majeure.** Neither party will be liable under this Agreement for any failure or delay in the performance of its obligations (except for the payment of money) on account of strikes, shortages, riots, insurrections, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause that is beyond the reasonable control of such party.
22. **Limitation of Claims.** No legal proceedings, regardless of form, arising under or relating to this Agreement may be brought by Customer more than six months after it first has actual knowledge of the facts giving rise to the cause of action.
23. **FCPA Compliance.** Customer will comply with the United States Foreign Corrupt Practices Act (as amended) and any analogous law or regulations existing in any other country or region in the Territory, in connection with its performance under this Agreement. Customer shall not make any payment, either directly or indirectly, of money or other assets, including but not limited to compensation derived from this Agreement, to government or political party officials, candidates for government or political office, or representatives of other businesses or persons acting on behalf of the foregoing, that would violate any applicable law, rule or regulation.
24. **Export Compliance.** Customer must comply with United States, foreign and international laws and regulations, including without limitation, the United States Export Administration Regulations and the United States Office of Foreign Asset Control regulations, and other anti-boycott and import regulations. Such export laws govern use of the Products and Services including technical data and any Service deliverables provided under this Agreement and Customer agrees to comply with all such laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer is solely responsible for ensuring that no data, information, software programs and/or materials resulting from the Products and Services (or direct product thereof) will be exported directly or indirectly in violation of these laws. Customer will indemnify Company for any violation by Customer of any applicable export controls or economic sanctions laws and regulations.
25. **Dispute Resolution.**

- 25.1 Informal Process First. Customer agrees that in the event of any dispute between Customer and Company, Customer will first contact Company and make a good faith sustained effort to resolve the dispute via mediation before resorting to arbitration under this Agreement. If mediation does not resolve the issue, arbitration will proceed under the terms described below.
- 25.2 Binding Arbitration. Any dispute or claim, except for disputes relating to intellectual property infringement or unauthorized use of the Platform in violation of this Agreement, will be resolved by binding arbitration, rather than in court. However, Customer may assert qualifying claims in small claims court in Suffolk County, Massachusetts.
- 25.3 No Judge or Jury in Arbitration. Arbitration is a private dispute resolution process without a judge or jury. A neutral arbitrator will decide the dispute, and court review of an arbitration award is limited. The arbitrator may grant the same relief as a court, including injunctive or declaratory relief and statutory damages, and must apply the terms of this Agreement. Arbitration will proceed on an individual basis as outlined in **Section 25.7**, and class or representative actions are not permitted.
- 25.4 Arbitration Rules, Arbitrator, and Fees. Arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding. The proceedings will be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer-Related Disputes, available at [www.adr.org](http://www.adr.org). Arbitration may be initiated by either party in accordance with these rules. If Customer initiates arbitration, their filing fees will be limited to those set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator determines that the arbitration was frivolous or brought for an improper purpose, Company will cover all other AAA and arbitrator fees and expenses. The arbitrator must apply the terms of this Agreement and may award the same damages and relief as a court.
- 25.5 Starting an Arbitration. To begin an arbitration proceeding, Customer must send us a notice of dispute, in writing, setting forth Customer's name, address, and contact information, the facts of the dispute and requested relief. This notice must be sent to Company at [legal@humanyze.com](mailto:legal@humanyze.com) or via US Mail to: Humanyze, 867 Boylston Street – Suite 500, Boston, MA 02116. Company will send any notice of dispute to Customer at their provided contact information.
- 25.6 Format of Proceedings. The arbitration will be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions.
- 25.7 Individual Basis; Jury Trial Waiver. To the fullest extent permitted by applicable law, Customer and Company each agree that any proceeding to resolve a Claim will be conducted only in the respective party's individual capacity and not as a plaintiff or class member in any purported class, consolidated, multiple plaintiff or representative action ("**Class Action**"). If for any reason a Claim proceeds in court rather than in arbitration, Customer and Company each waive any right to a jury trial. Customer and Company expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class

Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

- 25.8 Limitation Period. In no event will any Claim or any other action or proceeding by Company (including arbitration under this section) be instituted more than one (1) year after the cause of action arose. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The United Nations Conventions on Contracts for the International Sale of Goods will have no applicability.
- 25.9 Invalidity. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, Customer and Company each agree to the exclusive jurisdiction of the Federal and State courts located in Boston, Massachusetts, and Customer and Company each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.
- 25.10 Opting Out. If Customer does not want to arbitrate disputes with Company and Customer is an individual, Customer may opt out of this arbitration agreement by sending an email to [legal@humanyze.com](mailto:legal@humanyze.com) within thirty (30) days of the first date of Customer's access or use of the Service.
- 25.11 Governing Law. This Agreement and any controversy, dispute or claim arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding conflict of law provisions, and without regard to the United Nations Convention on Contracts for the International Sale of Goods; (i) The parties agree that the state and federal courts located in Boston, Massachusetts shall have exclusive jurisdiction over all disputes arising from this Agreement, and hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts; (ii) The parties agree that all Dispute Resolution provisions survive termination of this Agreement.

26. **General Terms.** (i) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written; (ii) This Agreement may be amended only by a writing signed by both parties and any term of this Agreement may be waived only in writing signed by the waiving party; (iii) Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Company's prior written consent, and any attempted assignment without such consent will be null and of no effect; (iv) Neither party will be liable for failure to perform or delay in performing any obligations under this Agreement if such failure or delay is caused by any event or due to any cause beyond such party's reasonable control; (v) If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed severed from this Agreement and the remainder of this Agreement will continue in full force and effect; (vi) Company's relationship with Customer is that of an independent contractor, and nothing in this Agreement is intended to, or will be construed to, create a partnership, agency, joint venture, employment or similar relationship; (vii) This Agreement is made solely and specifically between and for the benefit of Company and Customer, and no other person or entity will have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise; (viii) This Agreement will inure to the benefit of and be binding upon each of the parties hereto and

their respective successors and permitted assigns; (ix) Sections 1 - 27 shall survive and continue to bind the parties after execution and delivery of this Agreement and its expiration or early termination to the extent and for as long as may be necessary to give effect to the rights, duties and obligations of the parties pursuant to this Agreement.

## **27. Miscellaneous**

- 27.1 Modifications. Company may modify this Agreement at any time. Modifications become effective immediately upon Customer's first access to or use of the Platform after the "Last Revised" date at the top of this Agreement. If Company makes material changes, Company may use reasonable efforts to notify Customer, including by email or placing a prominent notice on the Platform. Customer's continued access or use of the Platform or Customer's Purchase of products from Company after the modifications have become effective will be deemed Customer's conclusive acceptance of the modified Agreement.
- 27.2 No Waiver. The failure or delay of Company to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect Company's right to later enforce or exercise it, unless Company issues an express written waiver signed by a duly authorized representative of each party.