Liminal Customer Agreement
Last modified: December 17, 2024

This Customer Agreement ("**Agreement**") is entered into by and between Liminal AI, Inc. ("**Liminal**") and the entity listed in the initial Order referencing this Agreement ("**Customer**").

Liminal has developed and offers a software service and related offerings that facilitate the secure use of Generative AI Models by cleansing critical data from in Inputs to Generative AI Models (the "**Services**"). "**Generative AI Models**" means computer programs that use artificial intelligence to process vast quantities of data and generate new content, such as text, images, videos, music, and source code ("**Outputs**") based upon other data, content, or information, including text, images, videos, music, and source code submitted to the program ("**Inputs**"). Customer wishes to obtain the right to access and use the Services. This Agreement sets forth the terms and conditions under which Liminal is willing to provide Customer the right to access and use the Services as set forth in set forth in one or more ordering documents referencing this Agreement and signed by authorized representatives of each party (each, an "**Order**").

In consideration of the foregoing premises and the mutual promises, covenants, and conditions hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

All capitalized terms used in this Agreement and defined in the context in which they are used will have the meanings given to them herein. All other terms used in this Agreement will have their plain English (U.S.) meaning.

2. Orders.

All Services performed by Liminal under this Agreement will be strictly as set forth in Orders under this Agreement. All Orders will be as agreed to in writing by the parties and no other Order will be valid or binding on either party unless signed by the authorized representatives of both parties. Once signed by the authorized representatives of both parties, each Order will become a part of this Agreement. In the event of a conflict between the terms of an Order and the other terms of this Agreement, the other terms of this Agreement will control, except where an Order expressly indicates it is intended to control.

3. Term.

This Agreement begins on the date the first Order referencing this Agreement is executed by the parties (the "**Effective Date**") and will continue in effect so long as any Order remains in effect, unless terminated as specified herein ("**Term**"). The term of each Order will begin as specified in the Order and will continue for the term stated in

the Order ("**Initial Term**") and shall automatically renew for successive periods of equal length thereafter (each a "**Renewal Term**"), unless either party provides written notice of intent not to renew at least 30-days prior to the expiration date of the Initial Term or the then-current Renewal Term, if any. The Initial Term and any Renewal Term are collectively the "**Order Term**". The term of any then-active Order will end upon termination of this Agreement.

4. Services.

4.1 **Services.** Subject to Customer's compliance with this Agreement, including Customer's payment of all applicable Fees and compliance with all restrictions set forth in the Order, during the Order Term, Liminal grants Customer a limited, non-exclusive, non-transferrable, non-sublicensable right to access and use the Services for Customer's internal business purposes. Certain Services may require Customer to install an SDK, desktop daemon and/or browser plugin, each of which direct Customer Inputs to the Services prior to submission to Generative AI Models.

4.2 **Accounts.** Access to and use of the Services will be through an account provided for Customer ("**Account**"). Customer will be permitted to authorize its employees and contractors to access the Services under Customer's Account ("**Users**") by means of an integration with Customer's existing SAML-compliant identity management platform. Customer will designate certain Users as administrators of Customer's Account ("**Admins**"). Users may access and use the Services solely under Customer's Account for purposes of exercising the rights granted to Customer under this Agreement and are subject to the security protocols set by Admins. Customer will advise Users of the restrictions set forth in this Agreement and will be solely responsible for all acts and omissions of its Users just as if each were "Customer" under this Agreement. Customer will implement commercially reasonable measures to protect the security and confidentiality of all User credentials associated with Customer's Account and to prevent unauthorized access to or use of the Services through any User credentials. Customer will notify Liminal promptly of any such unauthorized access or use of the Services or if any User credentials are lost, stolen, or otherwise compromised.

4.3 **Policies.** The Services use artificial intelligence technologies to either remove or obfuscate ("**Cleanse**") certain categories of data from Inputs prior to those Inputs being sent to Generative AI Models. Customer's Admins are responsible for setting policies in Customer's Account that identify which categories of data ("**Critical Data**") the Services will Cleanse, and how. The Services then process Outputs received in response to the

Cleansed Inputs, adding the Critical Data back into the Output ("**Rehydrating**"), prior to making the Rehydrated Output available to Customer. Customer acknowledges that Cleansing Inputs relies on artificial intelligence technologies that are inherently probabilistic in nature and understands and agrees that Liminal cannot and does not represent that all Critical Data will be Cleansed from Inputs prior to submission to Generative AI Models.

4.4 **Integrations with Third Party Offerings.** Customer may integrate the Services with certain functionality, products, services, and other offerings provided by third party providers, including Generative AI Models ("**Third Party Offerings**"). Customer may be required to securely upload Customer's account or API credentials ("**API Keys**") to the Services, to the extent necessary to use Customer's instance of certain Third Party Offerings with the Services. Each party will take reasonable steps to ensure the security and confidentiality of Customer's API Keys and will notify the other party immediately if Customer's API Keys are lost, stolen, or otherwise compromised. Customer's access to and use of any Third Party Offering under Customer's credentials remains subject to any additional terms, conditions, or agreements Customer entered into in connection with the Third Party Offering (each, a "**Third Party Agreement**"). Each Third Party Agreement forms a separate and direct agreement between Customer and the provider of the applicable Third Party Offering and exclusively governs Customer's use of the applicable Third Party Offering. The terms of any Third Party Agreement (which may include payment of additional fees) will apply to the applicable Third Party Offerings provided under that Third Party Agreement but will not otherwise apply to Customer's access to or use of the Services. Customer warrants that it will comply with the terms of each applicable Third Party Agreement at all times. All Third Party Offerings are provided by third parties and Liminal does not control any Third Party Offering. Customer agrees that Liminal is not responsible for any and all information or data, including all Inputs, that Customer may transmit, process, or transfer to or from such third party through the Services after such information or data leaves the Services. Liminal cannot guarantee the continued availability of any Third Party Offerings and may block access provided by the Services to any Third Party Offering without entitling Customer to any refund, credit, or other compensation, if for example the provider of Third Party Offering ceases to provision the Third Party Offering at a level or in a manner acceptable to Liminal. If Liminal cannot continue providing an integration with a Third Party Offering, as set forth in the preceding sentence, Liminal will allow Customer to select an alternative Third Party Offering to integrate with the Services.

4.5 **Modifications and Improvements.** In order to improve the Services, Liminal may need to, and reserves the right to, modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. If Liminal materially decreases the performance of the Services, so that the Services does not materially conform to the Documentation, Customer may terminate this Agreement upon written notice to Liminal within 30 days of the update taking place. Customer's continued use of the Services following the expiration of said 30-day period shall constitute consent to any such change. Liminal may also, from time to time, in its discretion make available to its customers one or more optional products, modules or features for the Services, which require additional one-time or recurring fees and may be subject to additional terms and conditions. The Services, as defined herein, shall include only those additional products, modules or features that are ordered by Customer pursuant to an Order. Customer will be under no obligation to subscribe to such optional products, modules or features.

4.5 **Consulting Services.** Liminal will provide consulting services, such as implementation, configuration, custom development, and training relating to the other Services solely as specified in Orders under this Agreement or an additional agreement between the parties.

5. Restrictions.

Customer acknowledges that the Services, Liminal Content (as defined below), and all software, hardware, data, datasets, information, all other technology used by or on behalf of Liminal to provide the foregoing, and any updates, upgrades, new versions, modifications, or enhancements to any of the foregoing (collectively the "**Liminal Technology**"), constitute the valuable IPR (as defined below) of Liminal. For purposes of this Agreement, the "**Liminal Content**" means, with the exception of Customer Data and Customer Confidential Information, all information, data, and other content presented through the Services. As an express condition to the rights granted to Customer under this Agreement, and in addition to the other conditions in this Agreement, Customer will not and will not permit any third party to: (1) use or access any Liminal Technology or any portion thereof, except as expressly provided in this Agreement; (2) modify, adapt, alter, revise, translate, or create derivatives (including derivative works) from any Liminal Technology; (3) sublicense, distribute, sell, convey, assign, pledge, or otherwise transfer or in any way encumber any Liminal Technology or any portion thereof; (4) use any Liminal Technology for the benefit of any third party or make any Liminal Technology available to any third party; (5) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation for any Liminal Technology; (6) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to any portion of the Services or any other Liminal Technology; (7)

access or utilize the any Liminal Technology for any purpose that is illegal in any way or that advocates illegal activity; (8) interfere in any manner with the operation or hosting of any Liminal Technology or attempt to gain unauthorized access to any Liminal Technology; (9) use automated scripts to collect information from or otherwise interact with any Liminal Technology; or (10) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on any Liminal Technology. All use of all Liminal Technology will be in accordance with any Documentation for the applicable Liminal Technology provided by Liminal. As used in this Agreement, (a) "**IPR**" means any and all intellectual property and proprietary rights throughout the world, including all copyrights, trademarks, service marks, trade secrets, patents (and patent applications), moral rights, rights in data and databases, contract rights, and any other legal rights protecting data or information and (b) "**Documentation**" means all user guides, manuals, and other reference materials, if any, generally furnished by Liminal with respect to the Services.

6. Information and Data.

1.1 **Data Protection.** In the course of providing the Services to Customer, Liminal may receive, store, and process Personal Data (as defined in the Data Processing Addendum available at www.liminal.ai/data-processing-addendum (the "**DPA**")). Liminal shall safeguard Personal Data in accordance with the DPA and will not access or use such Personal Data other than as necessary to perform its obligations or exercise its rights under this Agreement.

1.2 **Customer Data.**

(a) As between Liminal and Customer, all data and other information provided to Liminal by or on behalf of Customer, including Customer's Inputs to any Generative AI Model through the Services and Outputs Customer receives in relation thereto ("**Customer Data**"), is owned by Customer and its respective licensors. For purposes of this Agreement, Customer Data includes all data and information input to any Third Party Offerings on or through the Services and any Outputs received from such Third Party Offering in response to Customer's Inputs. For purposes of clarity, Customer Data does not include Usage Data (defined below). Customer grants Liminal a nonexclusive, royalty-free, fully paid, worldwide license to utilize all Customer Data provided to the Services solely as necessary for Liminal to provide the Services to Customer under this Agreement. Liminal will not use the Customer Data for any reason other than to provide the Services, including to train its models.

(b) Customer represents and warrants that the Customer Data will not: (i) violate this Agreement or any applicable laws, rules, or regulations; (ii) be libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (iii) constitute an infringement or misappropriation of the IPR or other rights of any third party; (iv) be illegal in any way or advocate illegal activity; or (v) be false, misleading, or inaccurate. Customer further represents and warrants to Liminal that Customer has all rights, permissions, and consents necessary to grant Liminal each of the foregoing rights set forth in this Section 6.1(b). If Customer uses the Services or any Generative AI Model to process Personal Data, Customer must provide legally adequate privacy notices and obtain necessary consents for the processing of such data, and hereby represents to Liminal that Customer is processing such data in accordance with applicable law.

(c) Customer expressly acknowledges and agrees that, except as expressly permitted by an Order, it will not submit to the Services any credit or debit card numbers (other than the truncated (last four digits) of a credit or debit card ("**Sensitive Data**")). Liminal may suspend all or a portion of Customer's access to the Services upon written notice and without any liability to Liminal if Liminal has a good faith belief that Customer has breached the restrictions in this Section 6.1(c). Customer acknowledges and agrees that Liminal shall have no liability for any Sensitive Data unless and until Customer executes an Order expressly providing for the Services package intended for the storage, processing, and distribution of such Sensitive Data and pays all fees associated therewith. Customer will defend, indemnify and hold harmless Liminal, its affiliates and licensors, and each of their respective officers, directors, shareholders, employees, contractors, agents, and representatives from and against all Losses incurred in connection with any Claims brought against any of them by a third party, including a government authority, insofar as the Claim arises out of or relates to Liminal's processing of Sensitive Data that is provided by Customer in violation of this Section. The foregoing indemnification obligation shall not be subject to any exclusions or limitations of liability set forth in the Agreement.

1.3 **Usage Data.** Liminal may collect, generate, and maintain information about how Customer and its Users use the Services, including statistics, trends, auto-evaluations, date and time stamps, transaction and activity records, and system performance data (collectively "Usage Data"), which Liminal may use to improve, test, monitor, and provide the Services and to further develop and provide Liminal's services. Liminal

commits that it will not use such Usage Data externally in a way that individually identifies Customer or its Users or that contains any Customer Data.

2. Fees and Payment.

Customer agrees to pay the fees set forth in each Order ("**Fees**") in U.S. dollars. Unless specified in an applicable Order, Customer will pay Fees annually in advance, within 30 days of the date of Liminal's invoice. If Customer has specified credit card, debit card, online payment account, mobile services account, or other payment method as an applicable payment mechanism for the Services under this Agreement, Customer hereby grants Liminal and its payment processors the right to charge the applicable payment account Customer provided to Liminal for all Fees incurred under this Agreement. Except as set forth herein, all Fees are non-refundable once paid. Amounts not paid when due will be subject to a late charge of 1.5% per month or any applicable legal maximum, whichever is less. If Liminal requires use of collection agencies, attorneys, or courts of law for collection of any past-due Fees, Customer will be responsible for those expenses. Customer agrees to pay any taxes and other fees and charges imposed by any government entity on Customer's use of the Services or arising from this Agreement, excluding taxes based on Liminal's net income.

3. Ownership and Rights.

3.1 **Liminal IP.** Liminal and its licensors own and will continue to retain all right, title, and interest, in and relating to the Technology and all IPR therein and relating thereto. Except as set forth in this Agreement, Customer is granted no licenses or rights in or to any Technology, or any IPR therein or related thereto.

3.2 **Customer IP.** As between the parties, Customer and its licensors own and will continue to retain all right, title, and interest, in and relating to the Customer Data and all IPR therein and relating thereto. Except as set forth in this Agreement, Liminal is granted no licenses or rights in or to any Customer Data, or any IPR therein or related thereto.

4. Termination and Effect.

4.1 **Termination.** This Agreement and any Order may be terminated by either party if the other party materially breaches any provision of this Agreement or such Order and fails to cure such breach within 30 days after receiving notice thereof from the non-breaching party.

4.2 **Effect of Termination.** Termination of this Agreement will automatically terminate any Order under this Agreement but will not relieve either party of any rights or obligations accruing prior to such termination. Upon any termination of this Agreement or any Order: (a) all Fees owed under this Agreement prior to such termination will be immediately due and payable (including, at minimum, the Fees due under this Agreement for Services provided by Liminal prior to termination); (b) Liminal may cease providing all access to the Services under this Agreement or such Order; (c) all rights and licenses granted to Customer with respect to any Services will terminate and Customer will cease all access and use of all Services. At the request of the other party, each party will certify in writing to its compliance with this Section.

4.3 **Removal of Customer Data.** The Services include functionality allowing Customer to extract or delete its Customer Data. Customer may access and use such functionality during the Term of this Agreement. Liminal will delete Customer Data (a) automatically, when delete features within the Services are utilized by Customer and (b) in any event, upon termination, in accordance with Liminal's standard procedures.

4.4 **Survival.** The following Sections will survive termination of this Agreement for any reason: 1, 5, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, and 19.

5. Representations and Warranties; Disclaimer. Each party represents and warrants to the other party that (1) it has and shall have full right and authority to enter into this Agreement and to grant the rights provided hereunder, (2) this Agreement shall be enforceable against it, and (3) the entry into and performance of this Agreement by it do not contravene other agreements, laws, or orders to which it is subject. LIMINAL DOES NOT MAKE, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, LIMINAL EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY WAIVES, ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, REGARDING THE SERVICES OR

CUSTOMER'S RESULTS FROM USING THE SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF PERFORMANCE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY EXPRESS OR IMPLIED WARRANTIES OR CONTRACT TERMS OR AMENDMENTS ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, LIMINAL DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, SECURE, COMPLETE, ERROR-FREE, OR FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR THAT ALL DEFECTS WILL BE CORRECTED.

6. Indemnification.

6.1 **By Customer.** Customer will defend, indemnify, and hold harmless Liminal, its affiliates and licensors, and each of their respective officers, directors, shareholders, employees, contractors, agents, and representatives from all losses, liabilities, costs, judgments, awards, settlements, penalties, damages, fines, expenses, costs and fees (including reasonable attorneys' fees and costs of collection) ("**Losses**") incurred in connection with any claim, allegation, action, or suit ("**Claims**") brought against any of them by a third party insofar as the Claim arises out of or relates to the Customer Data or Liminal's permitted use of the Customer Data under this Agreement.

6.2 **By Liminal.** Liminal will defend, indemnify and hold harmless Customer, its affiliates and licensors, and each of their respective officers, directors, shareholders, employees, contractors, agents, and representatives from all Losses incurred in connection with any Claims brought against any of them by a third party insofar as the Claim arises out of or relates to the Services, or Customer's permitted use of the Services infringing, misappropriating, or violating the third party's IPR. Should any Claim relating to the Services infringing, misappropriating or violating a third party's IPR be made, or in Liminal's reasonable opinion be likely to be made, in addition to Liminal's indemnification obligations under this Section, Liminal may, at its option and expense: (a) procure for Customer the right to continue using the applicable Services; (b) replace or modify the applicable Services so as to no longer infringe; or (c) terminate the applicable Order and/or this Agreement. Liminal's obligations under this Section will not extend to, and Liminal shall have no liability under this Section for, any Claim based on, arising out of, or relating to any: (i) Customer's negligence or violation of law; (ii) failure

by Customer to comply with the terms of this Agreement or any Documentation or instructions provided by Liminal; (iii) Customer Data; (iv) any specifications or instructions provided by Customer; (v) any additions, changes, or modifications to the Liminal Technology, unless provided by Liminal; (vi) any products, services, or other offerings not provided by Liminal; or (vii) any systems, networks, databases, hardware, and software provided under any license or agreement other than this Agreement. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LIMINAL'S ENTIRE LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION CLAIMS RELATING TO THIS AGREEMENT AND THE SERVICES.

6.3 **Conditions***.* As a condition to obtaining indemnification from the other party under this Section, each party will: (a) give the other party prompt notice of any claim for indemnification, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) grant to the other party sole control of the defense or settlement of any resulting legal proceedings, provided that any settlement that involves more than the payment of money and a full release of the indemnified party will require the indemnified party's written consent; and (c) provide the other party with reasonable cooperation and, at the other party's request and expense, assistance in the defense or settlement of any claim for indemnification. Notwithstanding the foregoing, the indemnified party may participate in any defense, settlement, or other legal proceedings relating to any such indemnification at such party's expense through counsel of such party's choice.

7. Limitation of Liability. IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, BUSINESS INTERRUPTION, TIME OPPORTUNITY, COST TO PROCURE SUBSTITUTE SERVICES, OR GOODWILL. THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES, IN AN AMOUNT NOT TO EXCEED THE SOFTWARE LICENSE FEES PAID BY CUSTOMER TO LIMINAL IN THE 12 MONTHS

PRECEDING THE LIABILITY; PROVIDED THAT THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ANY OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION) SHALL BE LIMITED TO $1,000,000. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF LIMINAL WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. IN STATES WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. Confidentiality. Each party ("**Recipient**") may receive Confidential Information from the other party ("**Discloser**") during the Term of this Agreement. Each Recipient agrees to protect from disclosure such Confidential Information with the same degree of care that it affords its own confidential information, but in no event with less than reasonable care, and to only use the Discloser's Confidential Information as is necessary to perform its obligations and exercise its rights under this Agreement. For purposes of this Agreement, "**Confidential Information**" means all information regarding a party's business or affairs, including customer information, marketing information, financial information, data (including software code), business concepts, business strategy, processes, methods, systems, know-how, devices, formulas, product specifications, marketing methods, prices, and customer lists, whether in oral, written, or electronic form, that is either: (1) designated as confidential; (2) of a nature such that a reasonable person would recognize it as confidential; or (3) disclosed under circumstances such that a reasonable person would know it is confidential. The following information will not be considered Confidential Information: (a) information that is publicly available through no fault of the party that was obligated to keep it confidential; (b) information that was known by a party prior to commencement of discussions regarding the subject matter of this Agreement; (c) information that was independently developed by a party; and (d) information rightfully disclosed to a party by a third party without continuing restrictions on its use or disclosure. Each Recipient may disclose the Confidential Information: (i) to the extent necessary to comply with an order or requirement of a judicial or administrative process, provided that Recipient promptly notifies Discloser and allows Discloser sufficient time to oppose such disclosure; and (ii) to its affiliates in connection with its corporate and financial reporting requirements. Customer acknowledges that

Liminal may currently or in the future be developing information internally or receiving information from third parties that may be similar to or the same as Customer's Confidential Information. Accordingly, nothing in this Agreement will be construed as a commitment, representation or inference that Liminal will not, without violating the terms of this Agreement, use or disclose information that Liminal develops internally or receives from third parties, even if such information is duplicative of any Customer Confidential Information. The occurrence or existence of such use or disclosure shall not by itself be cause for any action or allegation by Customer that Liminal has failed to observe its obligations set forth herein. If Customer provides any feedback, comments, or ideas to Liminal regarding the Services or improvements thereto, Customer agrees that Liminal will be free to use, disclose, and exercise any rights in the same in connection with its products and services with no financial, credit, confidentiality, or other obligation to Customer. Each Recipient will return to Discloser, or destroy (if requested), all of Discloser's Confidential Information in Recipient's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon Discloser's written request or the expiration or termination of this Agreement.

9. Export. Unless otherwise agreed by the parties in writing, the Services are provided only in the U.S. Any use of the Services outside the U.S. may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such laws and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import as may be required.

10. Dispute Resolution. The parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "**Dispute**") through discussion between the parties. Except as otherwise provided in Section 17 (Irreparable Harm), if any Dispute cannot be resolved through negotiations between the parties within 30 days of notice from one party to the other of the Dispute, either party may submit such Dispute for final settlement through binding arbitration by JAMS under its Streamlined Arbitration Rules and Procedures then in effect (the "**Rules**"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by

agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted confidentially at a site specified by Liminal in Denver, Colorado. The arbitrator will apply the law set forth in Section 16 (Choice of Laws; Venue) to any such arbitration and shall have the power to award any remedy available at law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend this Agreement or grant any relief not permitted herein or beyond the relief permitted herein. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pleaded to the arbitrator. The award of the arbitrator may not require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

11. Choice of Laws; Venue. This Agreement will be governed by the laws of the State of Colorado, without regard to conflicts of law principles thereof. Subject to Section 15 (Dispute Resolution), the federal and state courts located in Denver, Colorado will have sole and exclusive jurisdiction over any disputes arising hereunder and the parties hereby irrevocably submit to the personal jurisdiction of such courts.

12. Irreparable Harm. Each party acknowledges and agrees that the other party will be irreparably harmed in the event that such party breaches Section 5 (Restrictions) or Section 13 (Confidentiality) and that monetary damages alone cannot fully compensate the non-breaching party for such harm. Accordingly, each party hereby agrees that the non-breaching party shall be entitled to injunctive relief to prevent or stop breaches of such provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, without the requirement of posting any bond.

13. Notices. All notices, consents, and approvals to be given by a party under this Agreement will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) certified mail, return receipt requested, to the other party. All notices will be effective upon confirmation or acknowledgment of receipt (or when delivery is refused). Notices to Liminal shall be addressed to 830 Massachusetts Ave., Suite 1500, Floor 4, Indianapolis, Indiana 46204, attention "Legal Department" with a

copy to legal@liminal.com. Notices to Customer shall be addressed to the Customer's address set forth on the Order. Either party may change its address for notice by giving notice of the new address to the other party.

14 Additional Terms. With the exception of any monetary obligations under this Agreement, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by events beyond its reasonable control, including, without limitation, acts of God or any governmental body, war or national emergency, riots or insurrection, epidemic, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control. This Agreement includes the DPA, the Exhibits referenced herein, and each Order entered into hereunder, each of which is incorporated in and made a part of this Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all oral or written agreements or understandings, whether written or verbal, between the parties as to the subject matter of the Agreement. Except as noted herein, this Agreement may be amended or changed only by a writing signed by both parties. Neither party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party; provided, however, either party may assign this Agreement to a successor who acquires substantially all of its assets or equity through purchase, merger or other transaction without the other party's consent. Any purported assignment in breach of the foregoing will be null and void. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement confers upon any other person or entity any legal or equitable right whatsoever to enforce any provision of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. The parties are independent contractors, and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Neither party is an agent of the other and neither party is authorized to make any representation, contract, or commitment on behalf of the other party. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable Law and the remaining provisions of this Agreement will continue in full force and effect. No term

of this Agreement will be construed to confer any third-party beneficiary rights on any non-party. In this Agreement: (a) any headings are for reference purposes only and shall not be used in the construction and interpretation of this Agreement; (b) the singular number shall include the plural, the plural number shall include the singular; (c) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (d) "includes", "including", "for example", "such as" and similar terms are not words of limitation; (e) a monetary amount is in U.S. dollars; and (f) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement. This Agreement may be executed simultaneously in one or more counterparts (including by electronic signature), each of which when executed will be deemed to be an original, but all of which will constitute one and the same agreement.