DATOLOGY END USER TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SOLUTION OFFERED BY DATOLOGY AI, INC. ("**DATOLOGY**" OR "**COMPANY**"). BY MUTUALLY EXECUTING ONE OR MORE ORDERS WITH COMPANY WHICH REFERENCE THESE TERMS (EACH, AN "**ORDER**") OR BY ACCESSING OR USING THE SOLUTION IN ANY MANNER, YOU ("**YOU**" OR "**CUSTOMER**") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDERS, THE "**AGREEMENT**") TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, REFERENCES TO "CUSTOMER" AND "YOU" IN THIS AGREEMENT, EXCEPT THIS SENTENCE, REFER TO THAT ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SOLUTION IN ANY MANNER. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1.   **DEFINITIONS.**

1.1   "**Authorized Use**" means the permitted use with respect to the Solution as specified in the Entitlement.

1.2   "**Confidential Information**" means any and all non-public, confidential and proprietary information, furnished by one party to this Agreement (the "**Disclosing Party**") or any of its Representatives to the other party to this Agreement (the "**Receiving Party**") or any of its Representatives, whether orally, in writing, or in other tangible form. Without limiting the generality of the foregoing, Confidential Information may include, without limitation, that which relates to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans, and financial information. Any Confidential Information disclosed in a written or other tangible form shall be clearly marked as "confidential," "proprietary," or words of similar import. Any Confidential Information disclosed orally shall, to the extent practicable, be identified as confidential at the time of disclosure. Notwithstanding the foregoing, Confidential Information shall expressly include the terms of this Agreement, the Solution, the Documentation and all know-how, techniques, ideas, principles and concepts which underlie any element of the Solution or the Documentation and which may be apparent by use, testing or examination.

1.3   "**Customer Data**" means any data, information or other material provided, uploaded, or submitted by Customer to the Platform in the course of using the Platform during the Term.

1.4   "**Curated Data**" means filtered, transformed or augmented data made available to Customer during the Term, either (a) directly by Datology, and/or (b) by the Platform as a result of Customer's use the Platform.

1.5   "**Derivative Work**" means a work of authorship or other development that is based on, derived from or extends, replaces, emulates, substitutes for, or exposes to third parties the functionalities of the Solution, the Documentation or components thereof, such as a revision, enhancement, modification, improvement, translation, abridgement, compression, extension or expansion or any other form in which such work may be recast, applied, transformed or adopted, and includes, without limitation, any "derivative work" as defined in the United States Copyright Act, 17 U.S.C. Section 101.

1.6   "**Deployment Environment**" means the software operating environment where the Platform will be installed and operated as further specified in Entitlement.

1.7   "**Documentation**" means the Datology documentation with respect to the use of the Solution as listed in Entitlement.

1.8 "**Entitlement**" means description of the particular Datology Solution specified in an Order, and the associated use limitation and conditions, including but not limited to Fees, Period of Use, applicable unit of measure, and associated limitations.

1.9 "**Intellectual Property Right**" means any of the following: (i) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing; (ii) common law and statutory trade secrets and all other confidential or proprietary or useful information that has independent value, and all know-how, in each case whether or not reduced to a writing or other tangible form; (iii) all copyrights, whether arising under statutory or common law, registered or unregistered, now or hereafter in force throughout the world, and all applications for registration thereof, whether pending or in preparation, all extensions and renewals of any thereof and all proceeds of the foregoing; (iv) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and records thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings, and applications in any office or agency of the United States of America or any State thereof or any foreign country, all reissues, renewals, and extensions thereof, all of the goodwill of the business connected with the use of, and symbolized by such items, and all proceeds of, and rights associated with, the foregoing; (v) moral rights in those jurisdictions within where such rights are recognized, (vi) database protections in those jurisdictions that provide distinct legal protections for databases, (vii) all other intellectual property protections recognized within any of the jurisdictions, including but not limited to any applicable *sui generis* protections for intellectual property, and (viii) all proceeds of, and rights associated with, the foregoing (as appropriate to such rights), including the right to sue third parties for any actual or threatened past, present, or future infringements, dilutions or misappropriations of any of the foregoing, or for any injury to the goodwill associated with the use of any property or rights set forth in clause (iv), and all rights corresponding thereto throughout the world.

1.10 "**Period of Use**" means the period during which Customer may use the Solution as specified in the Entitlement.

1.11 "**Platform**" means the Datology proprietary software listed in the Entitlement as the Platform under this Agreement.

1.12 "**Representatives**" means, as to any person, such person's affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of Section 11.

1.13 "**Services**" means the services to be provided to Customer by Datology with respect to the management of the Platform in the Deployment Environment as further specified the Entitlement, if applicable.

1.14 "**Solution**" means the combination of the Platform and Curated Data, and any component thereof.

1.15 "**Support**" means assistance with respect to the Platform as set forth in the Entitlement.

1.16 "**Telemetry Data**" means data and information generated by or collected by Datology regarding Customer's use of the Solution, the health and performance of the Solution, and related information, excluding any Customer Data.

2. **LICENSE GRANT.**

License. Subject to the terms and conditions of this Agreement, including but not limited to receipt of all applicable Fees by Datology, Datology hereby grants to Company, and Company hereby accepts from Datology, a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable,

term-limited license to use the Platform solely according to the Authorized Use.

2.2   License Limitations. In addition to other terms and conditions set forth in this Agreement, Company agrees that, except as otherwise expressly provided by this Agreement, it shall not: (a) exceed the scope of the licenses granted in Section 2.1; (b) make copies of the Solution or Documentation; (c) sublicense, assign, delegate, rent, lease, sell, time-share or otherwise transfer the benefits of, use under, or rights to, the license granted in Section 2.1, and any attempt to make any such sublicense, assignment, delegation or other transfer by Company shall be void and of no effect; (d) reverse engineer, decompile, disassemble or otherwise attempt to learn the source code, structure or algorithms, designs, or related technology of or underlying the Solution, including but not limited to use the Solution to train a machine learning model to attempt to learn any of the same; (e) modify, translate or create Derivative Works of the Solution or any component therein; (f) remove any copyright, trademark, patent or other proprietary notice that appears on the Solution, Documentation or copies thereof; or (g) use the Solution to create or offer a product or service that is similar to, competes with, or replaces the Solution.

3.   Data.

3.1.   Customer Data. Customer may submit, input, load or otherwise combine Customer Data in or with the Platform to produce or generate Curated Data. Customer is solely responsible for Customer Data including, but not limited to: (a) compliance with all applicable laws and this Agreement; (b) any claims relating to Customer Data; and (c) any claims that Customer Data infringes, misappropriates, or otherwise violates the rights of any third party. Customer acknowledges and agrees that Customer Data may be irretrievably deleted fifteen (15) days following a termination or expiration of this Agreement. Customer authorizes Datology to use Customer Data as necessary to provide the Solution to Customer.

3.2   Curated Data. Customer may, during the Term: (a) use the Platform to produce or generate Curated Data during the Term; and (b) use the Curated Data to train or improve Customer's machine learning models and associated algorithms, provided such use complies with the Authorized Use.

Notwithstanding anything to the contrary, Customer acknowledges and agrees not to use the Curated Data (a) for the benefit of any third-party, or (b) following the expiration or termination of this Agreement.

3.3   Telemetry Data. Datology may collect or otherwise receive Telemetry Data and use the same in connection with improvements to the Solution, and to monitor compliance with the Authorized Use, provided such use does not disclose any Company Confidential Information to any third-party, unless otherwise authorized in writing by Company.

4.   Ownership, and Feedback.

4.1 Ownership. The Platform is licensed and not sold to Company. Datology and its licensors own and retain all right, title and interest in the Platform; methods and algorithms used to generate or otherwise related to the Curated Data; Documentation; and any design changes, improvements, enhancements, Derivative Works, or modifications thereof or thereto, and any related and/or associated Intellectual Property Rights.

4.2   Feedback. Company may from time to time provide suggestions, comments, or other feedback to Datology with respect to the Solution ("**Feedback**"). Customer shall, and hereby does, grant to Datology a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use, copy, modify, create Derivative Works, and distribute Feedback for any purpose.

5.   Support and Additional Services.

9.1   Support. Datology will use commercially reasonable efforts to provide Support to Customer during the Term. To the extent specified in the Entitlement, Support will also include the Services as described therein.

5.2.   Additional Services. Datology may offer to Customer certain additional services, such as but not limited to consulting and related professional services. Such additional services shall be subject to a separate written agreement and for the avoidance of doubt, are not offered under the terms of this Agreement.

10.   FEES.

       10.1   **Fees**. Company shall pay to Datology the applicable fees set forth in <u>the Entitlement</u> together with any applicable taxes (collectively, the "**Fees**"). Company shall have no right of return with respect to the Solution and all Fees shall be non-refundable.

       10.2   **Payment Terms**. All amounts payable to Datology under this Agreement shall be paid in United States dollars and shall be due thirty (30) days from the date of invoice.

       Taxes; Set-offs. Any and all payments made by Company in accordance with this Agreement are exclusive of any taxes that might be assessed against Company by any jurisdiction. Company shall pay or reimburse Datology for all sales, use, property and similar taxes; all customs duties, import fees, stamp duties, license fees and similar charges; and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of Datology. All amounts payable to Datology under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings and/or duties of any nature which may be levied or imposed, including without limitation, value added tax, customs duty and withholding tax.

       6.4   **Authorized Resellers**. Customer may purchase a license to the Platform through a third party authorized in writing by Datology to resell licenses to the Platform (an "**Authorized Reseller**"). Licenses resold to Customer by an Authorized Reseller (each a "**Resale Transaction**") are subject to the terms and conditions of this Agreement, other than Sections 6.1, 6.2, and 6.3. Customer will pay the Authorized Reseller the applicable fees according to the payment terms, fees, refund rights (if any), and associated commercial terms determined by and between Customer and the corresponding Authorized Reseller.

11.   **TERM.** The term of this Agreement shall commence on the Effective Date and remain in effect during the applicable Period of Use (the "**Term**"), unless this Agreement is terminated earlier in accordance with Section 8.

12.   TERMINATION.

       Termination. This Agreement may be terminated: (a) by either party if the other has materially breached this Agreement, within thirty (30) calendar days after written notice of such breach to the other party if the breach is remediable or immediately upon notice if the breach is not remediable; or (b) by either party upon written notice to the other party if such other party (i) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (ii) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days, (iii) has effected a compulsory or voluntary liquidation or dissolution, or (iv) has undergone the occurrence of any event analogous to any of the foregoing under the law of any jurisdiction.

       Effect of Termination. Upon any expiration or termination of this Agreement, the licenses granted in this Agreement shall immediately terminate and Company shall immediately: (a) cease any and all use of the Platform and Curated Data, and (ii) return the same and all copies thereof to Datology or certify in writing of the destruction of the same. Termination shall not relieve Company from paying all fees accruing prior to termination. Notwithstanding anything to the contrary, Customer may not use the Solution other than during the applicable Period of Use.

       Survival. Sections 1, 2.2, 3.5, 4, 6, 7 8, 9.2, 9.3, 9.4, 10, 11, 12, and 13 shall survive the expiration or termination of this Agreement.

13.   WARRANTY.

       Limited Warranty. The Platform when used by Company in accordance with the provisions of this Agreement and in compliance with the applicable

Documentation, will perform, in all material respects, the functions described in the Documentation during the Term (the "**Warranty Period**").

Exclusive Remedies. Company shall report to Datology, pursuant to the notice provision of this Agreement, any breach of the warranties set forth in this Section 9.1 during the Warranty Period. In the event of a breach of warranty by Datology under this Agreement, Company's sole and exclusive remedy, and Datology's entire liability, shall be as follows: prompt correction of any non-compliance with the warranty in Section 9.1 to the extent Datology is notified of the same pursuant to this Section 9.2, and if such correction is not possible, replacement of the Platform in order to minimize any material adverse effect on Company's business.

Limitations of Warranties. No warranty or indemnification shall apply where the defect or error in the Solution is caused by: (a) any use of the Solution which is not in conformity with the provisions of this Agreement or in substantial compliance with the Documentation; (b) any repair, modification or installation of the Solution not made or expressly authorized by Datology; or (c) Customer Data, the Deployment Environment, or any hardware, software, systems or data not provided by Datology.

Disclaimer of Warranty. Datology does not represent or warrant that the operation of the Solution (or any portion thereof) will be uninterrupted or error free, or that the Solution (or any portion thereof) will operate in combination with other hardware, software, systems or data not provided by Datology. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, DATOLOGY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SOLUTION, OR ITS CONDITION. DATOLOGY IS FURNISHING THE WARRANTIES SET FORTH IN SECTION 9.1 IN LIEU OF, AND DATOLOGY HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

14.   INDEMNIFICATION

10.1   Indemnification   by   Datology. Datology will defend, indemnify, and hold Customer harmless from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from claims by a thirty party that the Platform directly infringes or misappropriates a third party's intellectual property rights (an "**Infringement Claim**"). Notwithstanding anything to the contrary, Datology shall have no obligation to indemnify or reimburse Customer with respect to any Infringement Claim to the extent arising from: (a) the combination of any Customer Data with the Platform; (b) the combination of any products or services, other than those provided by Datology to Customer under this Agreement; or (c) non-discretionary designs or specifications provided to Datology by Customer that caused such Infringement Claim. Customer agrees to reimburse Datology for any and all damages, losses, costs and expenses incurred as a result of any of the foregoing actions.

10.2   Indemnification   by   Customer. Customer will defend, indemnify, and hold Datology harmless from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from claims by a thirty party that any Customer Data directly infringes or misappropriates a third party's intellectual property rights.

10.3   Notice of Claim and Indemnity Procedure. In the event of a claim for which a party seeks indemnity or reimbursement under this Section 10 (each an "**Indemnified Party**") and as conditions of the indemnity, the Indemnified Party shall: (a) notify the indemnifying party in writing as soon as practicable, but in no event later than thirty (30) days after receipt of such claim, together with such further information as is necessary for the indemnifying party to evaluate such claim; and (b) the Indemnified Party allows the indemnifying party to assume full control of the defense of the claim, including retaining counsel of its own choosing. Upon the assumption by the indemnifying party of the defense of a claim with counsel of its choosing, the indemnifying party will not be liable for the fees and expenses of additional counsel retained by any Indemnified Party. The Indemnified   Party   shall   cooperate   with   the indemnifying party in the defense of any such claim. Notwithstanding   the   foregoing   provisions,   the

indemnifying party shall have no obligation to indemnify or reimburse for any losses, damages, costs, disbursements, expenses, settlement liability of a claim or other sums paid by any Indemnified Party voluntarily, and without the indemnifying party's prior written consent, to settle a claim. Subject to the maximum liability set forth in Section 11, the provisions of this Section 10 constitute the entire understanding of the parties regarding each party's respective liability under this Section 10, including but not limited to Infringement Claims and the indemnifying party's sole obligation to indemnify and reimburse any Indemnified Party.

15.   Limitation of Liability.

No Liability. EXCEPT FOR A BREACH OF SECTION 12 BY EITHER PARTY OR CUSTOMER'S BREACH OF SECTION 2, IN NO EVENT SHALL DATOLOGY OR CUSTOMER BE LIABLE IN AN ACTION UNDER TORT, CONTRACT, WARRANTY OR OTHERWISE FOR ANY: (a) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE/EXEMPLARY DAMAGES OR LOSSES ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT, THE OPERATION OR USE OF THE SOLUTION, OR THE SERVICES PERFORMED HEREUNDER, INCLUDING, WITHOUT LIMITATION, SUCH DAMAGES OR LOSSES ARISING FROM (i) LOSS OF BUSINESS, PROFIT OR REVENUES, (ii) LOSS OF DATA, PROGRAMMING OR CONTENT, (iii) FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, (iv) SUBSTITUTE PROCUREMENT, OR (v) DAMAGE TO EQUIPMENT, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR IF SUCH DAMAGES OR LOSSES ARE FORESEEABLE; OR (b) DAMAGES OR LOSSES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY A PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND SUCH PARTY'S REASONABLE CONTROL.

Maximum Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL DATOLOGY'S TOTAL LIABILITY EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO DATOLOGY UNDER THIS AGREEMENT.

16.   Confidentiality. Unless otherwise agreed to in writing by the Disclosing Party, each Receiving Party agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products or services under this Agreement, and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement. The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 12. Notwithstanding the above, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; is or becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party or any of its Representatives who is not known by the Receiving Party to be otherwise bound by a confidentiality agreement with the Disclosing Party or any of its Representatives or to be under an obligation to the Disclosing Party or any of its Representatives not to transmit the information to the Receiving Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms

of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. Any materials or documents which have been furnished to the Receiving Party from the Disclosing Party shall be promptly returned or destroyed, at the option of the Disclosing Party, by the Receiving Party, within ten (10) days after (a) this Agreement has expired or has been terminated; or (b) a written notice is made by the Disclosing Party requesting such return or destruction. Upon such request, all copies, reproductions, compilations, summaries, analyses, or other documents containing or reflecting the Receiving Party's or its Representatives' use of the Confidential Information will be destroyed by the Receiving Party, and such destruction confirmed to the Disclosing Party in writing. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of five (5) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.

17. MISCELLANEOUS.

Notices. All notices, summons and communications related to this Agreement and sent by either party hereto to the other shall be written in English and given by registered mail, internationally recognized overnight courier to the address listed in the first paragraph of this Agreement, or such other addresses as may have been previously specified (in the manner set forth above) in writing by either party to the other.

Assignment. Company shall not transfer or assign this Agreement or any of its rights or obligations hereunder, the Solution or any component thereof, or any other materials provided hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of Datology, which consent may be withheld for any reason whatsoever, as determined by Datology in its sole discretion. Any purported assignment or transfer by Company without Datology's prior written consent shall be void and of no effect. Datology may freely assign this Agreement, or delegate obligations under this Agreement, without the prior written consent of Company. Subject to the foregoing, any permitted assignment or transfer of or under this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the assigning or transferring party hereto.

Governing Law; Jurisdiction. This Agreement and all matters relating to this Agreement shall be construed in accordance with and controlled by the laws of the State of California, without reference to its conflict of law principles. The parties agree to submit to the non-exclusive jurisdiction and venue of the courts located in San Francisco, California and hereby waive any objections to the jurisdiction and venue of such courts.

No Agency; Independent Contractors. In connection with this Agreement each party is an independent contractor and as such will not have any authority to bind or commit the other. Furthermore, neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

17.1 Export Control. The Solution, Documentation and all other technical information delivered hereunder (collectively, "**Technical Data**") include technology and software and may be subject to the export control laws and regulations of the United States ("**U.S.**"). Company agrees not to export, re-export or otherwise release the Solution outside of the U.S. and to abide by such laws and regulations as to which Datology may notify Company from time to time. Company further acknowledges and agrees that the Technical Data may also be subject to the export laws and regulations of the country in which the products are received, and that Company will abide by such laws and regulations.

Force Majeure. Neither party shall be liable for failure to perform any of its obligations under this Agreement (except payment obligations) during any period in which such party cannot perform due to fire, earthquake, flood, any other natural disaster, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, war, embargo, riot, civil disturbance, act of public enemy, act of nature, the intervention of any government authority, any failure or delay of any transportation, power, or for any

other similar cause beyond either party's control. In the case of failure to perform, the failing party shall promptly notify the other party in writing of the reason for and the likely duration of the failure. The performance of the failing party's obligations shall be suspended during the period that the cause persists, and each party shall use commercially reasonable efforts to avoid the effect of that cause.

Severability and Waiver. To the extent that any term, condition or provision of this Agreement is held to be invalid, illegal or otherwise unenforceable under applicable law, then such term, condition or provision shall be deemed amended only to the extent necessary to render such term, condition or provision enforceable under applicable law, preserving to the fullest extent possible the intent and agreements of the parties set forth herein; in the event that such term, condition or provision cannot be so amended as to be enforceable under applicable law, then such term, condition or provision shall be deemed excluded from this Agreement and the other terms, conditions and provisions hereof shall remain in full force and effect as if such unenforceable term, condition or provision had not been included herein. The failure of a party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

Entire Agreement; Amendment. This Agreement and the applicable Order referred to herein embody the entire understanding of the parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. It shall not be modified except by a written agreement signed on behalf of Company and Datology by their respective duly authorized representatives. Company acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. It is expressly agreed that the terms of this Agreement and the applicable Order shall supersede the terms in any purchase order or other ordering document.

Headings. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

DATE: [TBD]