Tenovos General Terms of Service

(as of December 1, 2020)

1.Definitions

1.1 "Confidential Information" means any information disclosed by either party to the other party pursuant to these terms that is (a) in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature, or (b) in the case of oral or visual disclosure is identified as confidential at the time of disclosure, or (c) under the circumstances should in good faith be considered to be confidential. Confidential Information includes, without limitation, information related to research, product plans, products, developments, inventions, processes, designs, markets, business plans, agreements with third parties, services, customers, marketing or finances of either party, the content or existence of any negotiations, and pricing. Notwithstanding the foregoing, all technology or proprietary information underlying the Tenovos Data and Tenovos System shall be deemed Confidential Information of Tenovos without any need for designating the same as confidential or proprietary, and all Customer Data shall be deemed Confidential Information of Customer without any need for designating the same as confidential or proprietary.

1.2 "Customer" means the end user of the Tenovos System.

1.3 "Customer Data" means any data or other content or information provided by or on behalf of Customer to Tenovos via the Tenovos System, including any Output.

1.4 "Developments" means the collective data, information, ideas, know-how, or techniques developed, derived, or conceived by Tenovos as a result of providing the Tenovos System to Customer, including without limitation any derivative works, improvements, analyses, enhancements and/or extensions made to Customer Data, the Tenovos Data or Tenovos System (or any portion thereof), as well as all suggestions, comments, or other feedback related to the Tenovos Data or Tenovos System (or any portion thereof) or any other Confidential Information of Tenovos, and all intellectual property rights therein and thereto throughout the world.

1.5 "Intellectual Property Rights" means all intellectual property and other proprietary rights of all kind under the laws of any jurisdiction worldwide, including rights of the following types: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights; (b) trade secret rights; (c) patent and industrial property rights; (d) other data and proprietary rights of every kind and nature; and (e) rights in or relating to registrations, renewals, extensions, combinations, continuations, continuations-in-part, substitutions, divisions, and reissues of, and applications for, any of the foregoing.

1.6 "Output" means the report(s) or other output generated directly from Customer Data via the Tenovos System, excluding the templates of such reports.

1.7 "Software" means the software, documentation and data related to the Tenovos System.

1.8 "Tenovos" means Tenovos Corporation, a Delaware corporation.

1.9 "Tenovos Data" means all data generated by the Tenovos System, including without limitation, service and usage data. For clarity, Tenovos Data excludes Customer Data.

1.10 "Tenovos System" means the software-as-a-service specified in the applicable Order Form(s) (including any derivatives, improvements, enhancements, upgrades and/or extensions related thereto; all Software, Intellectual Property Rights and content included therein; and the structure, selection, coordination, expression, "look and feel", and arrangement thereof) that is hosted on servers under the control or direction of Tenovos and provided for Customer to access and use via the internet. For clarity, the Tenovos System excludes Customer Data. Notwithstanding the foregoing, the Tenovos System includes Developments.

2. Customer's Responsibilities.

2.1 Equipment. Customer will be responsible for obtaining and maintaining, at its expense, all the necessary computer hardware, software, services, internet connections and other items operated or provided by third parties ("Third Party Services") as required for Customer's access and use of the Tenovos System via the internet. Tenovos is not responsible for the operation of any Third Party Services or the availability or operation of the Tenovos System to the extent such availability and operation is dependent upon Third Party Services. Tenovos does not make any representations or warranties with respect to Third Party Services or any third party providers.

2.2 Access. Customer will cooperate with Tenovos in establishing a password or other procedures for verifying that only designated employees and contractors of Customer ("Authorized Users") have access to the Tenovos System. Customer will be responsible for maintaining the security of Customer's account, passwords and/or other authentication credentials (including, but not limited to, administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent. Tenovos will not be liable for any loss in Customer Data caused by unauthorized use of Customer's account.

2.3 Unauthorized Use. Customer will use reasonable efforts to prevent any unauthorized use of the Tenovos System and Tenovos Data, and will (a) promptly notify Tenovos in writing of any unauthorized use that comes to Customer's attention and (b) provide all reasonable cooperation to prevent and terminate such use.

3. License Grants; Restrictions.

3.1 License to Customer. Subject to Customer's compliance with all the terms and conditions of these terms, Tenovos hereby grants Customer a limited, non-exclusive, non-transferable (unless consent to transfer is provided by Tenovos) license, without right of sublicense, during the term of service, to access and use the Tenovos System and Tenovos Data for up to the maximum number of Authorized Users ordered by Customer and solely for its internal business purposes.

3.2 Customer Data Usage. Customer hereby grants Tenovos a license to use, copy, access, process, reproduce, perform, display, modify, distribute and transmit the Customer Data and Output for the sole purposes of: (a) providing the Tenovos System and related services to Customer as set forth in these terms; and (b) testing, improving and providing the Tenovos System to customers, which includes using Customer Data (including Output) to create Developments (provided, however, that, in any use pursuant to this subsection (b), Tenovos will ensure that Customer Data are used in aggregated and anonymized form and in a manner that does not disclose Customer Data or other Confidential Information of Customer or identify Customer). Customer agrees that (i) the Tenovos System depends on the uploading or other provisioning of the Customer Data into the Tenovos System; and (ii) Tenovos will not assume any responsibility for, or undertake to verify, the accuracy or completeness of the Customer Data uploaded by Customer.

3.3 License Restrictions. Customer shall not directly or indirectly, and shall not permit any third party (including any Authorized User) to: (a) decompile, disassemble or reverse engineer the Tenovos Data or Tenovos System (or any portion thereof), or otherwise attempt to discover the source code, object code, logic, process or underlying methodology, structure, ideas, algorithms or related trade secrets of the Tenovos Data or Tenovos System (or any portion thereof); (b) use the Tenovos Data or Tenovos System (or any portion thereof) other than (i) in accordance with these terms and (ii) in compliance with all applicable laws and regulations; (c) copy, adapt, modify or create any derivative works of any part of Tenovos Data or Tenovos System (or any portion thereof); (d) market, license, sublicense, publish, distribute, transmit, reproduce, resell, assign, transfer, rent, lease, loan, or otherwise permit third parties to use the Tenovos Data or Tenovos System (or any portion thereof); (e) use the Tenovos Data or Tenovos System (or any portion thereof) for commercial time-sharing or service-bureau use or for any purpose other than its own internal use; (f) publish any results of benchmark tests run on the Tenovos System; (g) access the Tenovos Data or Tenovos System (or any portion thereof) in order to build a product or system using similar ideas, features, functions or graphics of the Tenovos System; (h) create internet "links" to or from the Tenovos System, or "frame" or "mirror" any content forming part of the Tenovos System, other than on Customer's own intranets; (i) send or store through the Tenovos System material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (j) engage in any activity that interferes with or disrupt the integrity or performance of the Tenovos Data or the Tenovos System (or any portion thereof); (k) attempt to gain unauthorized access to the Tenovos Data or the Tenovos System or its related systems or networks; or (l) bypass any measures Tenovos may use to prevent or restrict access to the Tenovos Data or Tenovos System.

3.4 Reservation of Rights. Tenovos reserves all rights to the Tenovos Data or Tenovos System (or any portion thereof) not otherwise expressly granted in this Section 3.

 4. Warranties and Disclaimers.

4.1 Customer. Customer, on behalf of itself and its Authorized Users, further represents and warrants that: (a) Customer's use of the Tenovos System shall comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software; (b) Customer owns all right, title and interest in and to the Customer Data, or that Customer has

otherwise secured all necessary rights in the Customer Data as may be necessary to permit the access, use and distribution thereof as contemplated by these terms; and (c) Customer will not knowingly include in the Customer Data any computer code or other computer instructions, devices or techniques, including without limitation those known as viruses, disabling devices, Trojan horses, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including the Tenovos System and Tenovos Data.

4.2 Disclaimers. Except as otherwise provided in THESE TERMS and to the maximum extent permitted by applicable law, THE Tenovos Data or Tenovos System (or any portion thereof) and all related information, technology, and services provided by or on behalf of Tenovos are provided "as is," "as available," and without any representations or warranties of any kind, express or implied, and Tenovos expressly disclaims any other warranties, express or implied, including without limitation warranties of merchantability, fitness for a particular purpose (even if advised of the purpose), accuracy, title, and/or non-infringement. In addition, except as otherwise provided in THESE TERMS, Tenovos does not warrant that access to the Tenovos Data or Tenovos System (or any portion thereof) will be uninterrupted or error free, that Tenovos Data or Tenovos System (or any portion thereof) will meet Customer's needs, or that data will not be lost, or that the Tenovos Data or Tenovos System (or any portion thereof) is free of viruses or other harmful components.

5. Ownership.

5.1 Tenovos' Ownership Rights. Subject only to the limited license expressly granted under these terms, as between Tenovos and Customer, Tenovos shall retain all right, title, and interest in and to the Tenovos Data or Tenovos System (and all portions thereof) (excluding the Customer Data), all Developments, and all Intellectual Property Rights therein. Nothing in these terms will confer on Customer any right of ownership or interest in the Tenovos Data or Tenovos System (or any portion thereof) (excluding the Customer Data), or Developments, and all Intellectual Property Rights therein. To the extent Customer has or obtains any right, title, or interest in the Tenovos Data or Tenovos System (or any portion thereof) (excluding the Customer Data), or Developments, or any Intellectual Property Rights therein, Customer hereby assigns, and agrees to assign, without further consideration, to Tenovos all such right, title, and interest Customer may have or obtain.

5.2 Customer's Ownership Rights. Subject only to the limited license expressly granted hereunder, as between Customer and Tenovos, Customer shall retain all right, title and interest in and to the Customer Data (including Output), and all Intellectual Property Rights therein. Nothing in these terms will confer on Tenovos any right of ownership or interest in the Customer Data or the Intellectual Property Rights therein.

6. Confidentiality. Each party shall treat as confidential all Confidential Information of the other, shall not use such Confidential Information except as set forth in these terms, and will not disclose such Confidential Information to any third party except as expressly permitted herein without the disclosing party's written consent. The receiving party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like

importance to prevent the disclosure of the disclosing party's Confidential Information, but in no event less than reasonable care. The receiving party shall promptly notify the disclosing party of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information. In the event of any termination or expiration of these terms, each party will either return or, at the disclosing party's request, destroy the Confidential Information of the other party, subject to Section 3.2(b); provided however, that each receiving party may retain copies of the disclosing party's Confidential Information for routine backup and archival purposes. Notwithstanding the foregoing, the obligations set forth in this Section 6 shall not apply with respect to any information to the extent that it is: (a) already in the possession of the receiving party without restriction prior to the first disclosure hereunder as shown by records or files; (b) is already or becomes generally available to the public after the time of disclosure other than as a result of any improper action by the receiving party; (c) was rightfully disclosed to it by a third party without restriction; or (d) is independently developed by either party without use of the Confidential Information from the other party. The receiving party may make disclosures required by law or court order provided that, if practicable, the receiving party provides adequate notice and assistance to the disclosing party for the purpose of enabling the disclosing party to prevent and/or limit the disclosure.