Last Updated: November 12, 2022

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY IOMETE OFFERINGS, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY IOMETE OFFERINGS. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING ANY IOMETE OFFERINGS AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

AGREEMENT

These IOMETE Terms of Service ("Agreement") are entered into by and between IOMETE (see Section 14 for this and other capitalized defined terms) and the entity or person (other than a Reseller) placing an order for, or accessing, any IOMETE Offerings ("Customer" or "you"). This Agreement consists of the terms and conditions set forth below and any attachments, addenda or exhibits referenced in the Agreement, and any Order Forms that reference this Agreement.

The "Effective Date" of this Agreement is the date which is the earlier of (a) Customer's initial access to any IOMETE Offering (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer through an Order Form that reference this Agreement.

Modifications to this Agreement: From time to time, IOMETE may modify this Agreement. Unless otherwise specified by IOMETE, changes become effective for Customer upon renewal of the then-current Subscription Term or upon the effective date of a new Order Form after the updated version of this Agreement goes into effect. IOMETE will use reasonable efforts to notify Customer of the changes through communications via Customer's Account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or upon the effective date of a new Order Form, and in any event continued use of any IOMETE Offering after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

1. Use of Service

1.1. Service Provision and Access; Client Software. IOMETE will make the Service available to Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each User's compliance with this Agreement. To the extent use of the Service requires Customer to install Client Software, IOMETE grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Customer's and its Affiliates use of the Service, subject to the terms and conditions of this Agreement and the Documentation.

1.2. Affiliates. Customer Affiliates may purchase IOMETE Offerings from IOMETE or a IOMETE Affiliate by executing an Order Form which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Customer Affiliate and the IOMETE entity signing such Order Form. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to terms applicable to the transaction(s) (including, but not limited to, tax terms and governing law).

1.3. Compliance with Applicable Laws. IOMETE will provide the IOMETE Offerings in accordance with its obligations under laws and government regulations applicable to IOMETE's provision of such services to its customers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data, without regard to Customer's particular use of the services and subject to Customer's use of the services in accordance with this Agreement.

1.4. Sample Data; Third-Party Applications. IOMETE may make Sample Data available for Customer. Customer acknowledges that Sample Data is example data only, which may not be complete, current, or accurate. Customer will not (and will not permit any third party to) copy or export any Sample Data and agrees that IOMETE may delete or require Customer to cease using Sample Data at any time upon advance notice. IOMETE may also provide URL links or interconnectivity within the Service to facilitate Customer's use of Third-Party Applications, at Customer's sole discretion. Notwithstanding the foregoing, any procurement or use of Third-Party Applications is solely between Customer and the applicable third party and IOMETE will have no liability for such Third-Party Applications.

1.5. Customer-Controlled Data Sharing Functionality.

(a) Generally. The Service includes the capability for Customer, at its option and in its sole discretion, to share Customer Data with other Customer-designated IOMETE customers and/or Read Only Users (as defined in Section 1.5(d) below), and to access or use data from other IOMETE customers, as further described in the Documentation. The IOMETE customer sharing its data is a "**Provider**," and the IOMETE customer accessing or using shared data is a "Consumer."

(b) When Customer is Provider. Provider may, at its option and in its sole discretion, grant Consumer access to designated sets of Provider's Customer Data as further described in the Documentation. Provider acknowledges and agrees that: (1) Consumers will have the access designated by Provider (including to view, download, and query the Customer Data) and that it

is Provider's sole responsibility to evaluate any risks related to its sharing of Customer Data with Consumers; (2) IOMETE has no control over, and will have no liability for, any acts or omissions of any Consumer with respect to Provider's sharing of Customer Data; and (3) it remains responsible for its Customer Data as set forth in the Agreement.

(c) When Customer is Consumer. By accessing or using Provider's data, Consumer acknowledges that (1) IOMETE has no liability for such data or Consumer's use of such data, and (2) IOMETE may collect information about Consumer's use of and access to the Service and to Provider's data (including identifying Consumer in connection with such information) and share it with Provider.

(d) Reader Accounts. When Customer is Provider, Customer may, at its option and in its sole discretion (using a mechanism provided by IOMETE) authorize third-party entities that are not currently IOMETE customers ("**Read Only Consumers**") to access a read-only account on the Service as further described in the Documentation ("**Reader Accounts**") solely to consume Customer Data shared by Customer, provided that:

(1) Customer shall be responsible for paying for any usage of the Reader Accounts;

(2) Users authorized to access the Reader Account ("**Read Only Users**") shall be prohibited from uploading any data into the Reader Accounts;

(3) such Read Only Users must submit support requests only as set forth in the Support Policy;

(4) Customer represents that it has the right to share with IOMETE any personal information about Read Only Users that Customer provides to IOMETE;

(5) Customer shall be responsible for any acts or omissions on the part of Read Only Users in their use of the Reader Accounts as if they were acts or omissions of Customer; and

(6) the following sentence is added to Section 11.2 of this Agreement: "Customer will defend, indemnify, and hold harmless IOMETE from and against any and all claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) brought by any Read Only Consumers or Read Only Users or arising from or relating to any acts or omissions by Read Only Consumers or Read Only Users in their use of the Reader Accounts."

1.6. General Restrictions. Customer will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Service (or any Deliverables, if applicable) to a third party (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide its third parties with access to Customer Data, or as set forth in an SOW, as applicable) or in a service bureau or outsourcing offering; (b) use the Service to provide, or incorporate the Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service, except to the extent expressly permitted by applicable law (and then only upon advance written notice to IOMETE); (d) remove or obscure any proprietary or other notices contained in the Service; or (e) use any IOMETE Offerings in violation of the Acceptable Use Policy.

1.7. Preview Service Terms. IOMETE may make available to Customer certain products, features, services, software, regions or cloud providers that are not yet generally available, including such products, features, services, software, regions or cloud providers that are labeled as "**private preview**," "**public preview**," "**pre-release**" or "**beta**" (collectively, "**Previews**"). Customer may access and use Previews solely for its internal evaluation purposes and in accordance with the Preview Terms. In the event of any conflict between this Agreement and the Preview Terms, the Preview Terms shall govern and control solely with respect to the Previews.

2. Customer Data

2.1. Rights in Customer Data. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of operation of the Service. Subject to the terms of this Agreement, Customer hereby grants to IOMETE and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the IOMETE Offerings to Customer, to prevent or address service or technical problems therein, or as may be required by law.

2.2. Use Obligations.

(a) In General. Customer's use of the IOMETE Offerings and all Customer Data will comply with applicable laws, government regulations, and any other legal requirements, including but not limited to, any data localization or data sovereignty laws, regulations, and any other third-party legal requirements applicable to Customer. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to IOMETE under this Agreement and that the processing of Customer Data by IOMETE will not violate any laws or the rights of any third party.

(b) HIPAA Data. Customer agrees not to upload to the Service any HIPAA Data unless Customer has entered into BAA with IOMETE. Unless a BAA is in place, IOMETE will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or in HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to submit HIPAA Data to the Service, then Customer may submit HIPAA Data to the Service only by uploading it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.

2.3. Data Privacy. The parties shall comply with the DPA.

3. Security. The parties shall comply with the Security Addendum.

4. Intellectual Property

4.1. IOMETE Technology. Customer agrees that IOMETE or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the IOMETE Technology. Except for the express limited rights set forth in this Agreement, no right, title or interest in any IOMETE Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code for the Service, except (if applicable) for the Client Software in object code format. Notwithstanding anything to the contrary herein, IOMETE may freely use and incorporate any Feedback into IOMETE's products and services.

4.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, IOMETE may collect and use Usage Data to develop, improve, support, and operate its products and services. IOMETE may not share any Usage Data that includes Customer's Confidential Information with a third party except (a) in accordance with Section 5 (Confidentiality) of this Agreement, or (b) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified.

4.3. Marketing. IOMETE may use and display Customer's name, logo, trademarks, and service marks on IOMETE's website and in IOMETE's marketing materials in connection with identifying Customer as a customer of IOMETE. Upon Customer's written request, IOMETE will promptly remove any such marks from IOMETE's website and, to the extent commercially feasible, IOMETE's marketing materials. If IOMETE requests, Customer agrees to participate in a case study, press release and/or cooperate with IOMETE in speaking to the media, and to speak at a future IOMETE event.

5. Confidentiality. Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not use any Confidential Information of the other party (the

"**Disclosing Party**") for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are bound by obligations of confidentiality to the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

6. Fees and Payment; Taxes; Payment Disputes

6.1. Fees and Payment. All Fees and payment terms are as set forth in the applicable Order Form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. If Customer issues a purchase order upon entering into an Order Form, then: (i) any such purchase order submitted by Customer is for its internal purposes only, and IOMETE rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect; (ii) it shall be without limitation to IOMETE's right to collect Fees owing hereunder; (iii) it shall be for the total Fees owing under the applicable Order Form; and (iv) on request, IOMETE will reference the purchase order number on its invoices (solely for administrative convenience), so long as Customer provides the purchase order at least ten (10) business days prior to the invoice date.

6.2. Taxes. Fees do not include Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder, including without limitation all use or access of the IOMETE

Offerings by its Users. If IOMETE has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, IOMETE will invoice Customer and Customer will pay that amount unless Customer provides IOMETE with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to IOMETE, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, IOMETE receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon IOMETE's request, Customer will provide to IOMETE its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide its VAT/GST Registration Number(s) on the Order Form to confirm the business use of the purchased services.

6.3. Payment Disputes. IOMETE will not exercise its rights under Section 7.2 (Termination for Cause) or Section 7.5(a) (Suspension of the IOMETE Offerings) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such a dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

6.4. Reseller Orders. Customer may procure certain IOMETE Offerings through a IOMETE-authorized reseller ("**Reseller**") pursuant to a separate agreement between Customer and Reseller (a "**Reseller Arrangement**"), which may specify different terms regarding invoicing, taxes and payments. IOMETE will only be obligated to provide the IOMETE Offerings to Customer in connection with a Reseller Arrangement if IOMETE and Reseller have executed an Order Form for such purchase. Customer acknowledges and agrees that, solely in connection with the purchase by Customer through a Reseller Arrangement: (a) IOMETE may share information with Reseller related to Customer's use and consumption of the IOMETE Offerings; (b) notwithstanding anything to contrary in this Agreement, references to "Customer" in each of the defined terms "Fees" and "Order Form" in this Agreement shall be replaced with

"Reseller," and all payments of fees, refunds and credits, if any, are payable by or to the Reseller; (c) this Agreement governs Customer's use of the IOMETE Offerings, notwithstanding anything to the contrary in the Reseller Arrangement; and (d) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of IOMETE or in any way concerning the IOMETE Offerings.

7. Term and Termination

7.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no Order Form, SOW or Retrieval Right currently in effect, either party may terminate this Agreement upon written notice to the other party. Each Order Form will terminate upon expiration of the applicable Subscription Term, unless expressly stated otherwise therein or in this Agreement.

7.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice (without limiting Section 6.3 (Payment Disputes)); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Customer for cause in accordance with Section 7.2(a), Customer shall be entitled to a refund of any prepaid unused Fees for the Service purchased hereunder.

7.3. Effect of Termination; Customer Data Retrieval. Upon written notice to IOMETE, Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Service solely to the extent necessary to retrieve Customer Data

("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. IOMETE shall have no further obligation to make Customer Data available after termination of this Agreement and shall thereafter promptly delete Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the IOMETE Offerings (including any related IOMETE Technology) and delete all copies of Client Software, Documentation, any associated passwords or access codes, and any other IOMETE Confidential Information in its possession. Notwithstanding any termination or anything to the contrary in this Agreement or any Order Form, Customer shall pay for all of its use of the IOMETE Offerings.

7.4. Survival. The following sections will survive any expiration or termination of this Agreement: 1.6 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6.1 (Fees and Payment), 6.2 (Taxes), 7 (Term and Termination), 8.3 (Warranty Disclaimer), 11 (Indemnification), 12 (Limitation of Remedies and Damages), 13 (General Terms), and 14 (Definitions).

7.5. Suspension of the IOMETE Offerings. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, IOMETE reserves the right to suspend provision of the IOMETE Offerings: (a) if any Fees are thirty (30) days or more overdue (and are not otherwise subject to Section 6.3 (Payment Disputes)); (b) if IOMETE deems such suspension necessary as a result of Customer's breach of Sections 1.6 (General Restrictions) or 2.2 (Use Obligations); (c) if IOMETE reasonably determines suspension is necessary to avoid material harm to IOMETE or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of IOMETE's control; or (d) as required by law or at the request of governmental entities.

8. Warranty

8.1. Service Warranty. IOMETE warrants that: (a) the Service will operate in substantial conformity with the applicable Documentation; and (b) Technical Services and Deliverables will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. If IOMETE is not able to correct any reported non-conformity with this warranty, either party may terminate the applicable Order Form or SOW (as applicable), and Customer, as its sole remedy, will be entitled to receive a refund of any prepaid unused Fees for the applicable Service or Technical Services purchased thereunder. This warranty will not apply if the error or non-conformance was caused by misuse of the Service or Deliverables, modifications to the Service or Deliverables by Customer or any third-party, or third-party hardware, software, or services used in connection with the Service. For Technical Services and Deliverables, this warranty will not apply unless Customer provides written notice of a claim within thirty (30) days after expiration of the applicable SOW.

8.2. Mutual Warranty. Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

8.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH IOMETE OFFERING, THE CLIENT SOFTWARE AND SAMPLE DATA ARE PROVIDED "AS IS," AND IOMETE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IOMETE DOES NOT WARRANT THAT THE USE OF ANY IOMETE OFFERING WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES IOMETE WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY.

9. Support and Availability. During a Subscription Term, IOMETE will provide Customer the level of support for the Service set forth in the applicable Order Form, in accordance with the Support Policy.

10. Technical Services

10.1. Provision of Technical Services. IOMETE will perform the Technical Services for Customer as set forth in each applicable SOW, subject to the terms and conditions of this Agreement.

10.2. Assistance. Customer acknowledges that timely access to applicable Customer Materials, resources, personnel, equipment or facilities is necessary for the provision of Technical Services. Customer agrees to provide such access and to reasonably cooperate with IOMETE during a Technical Services project. IOMETE will have no liability for any delay or deficiency to the extent resulting from Customer's breach of its obligations under Section 10.

10.3. Customer Materials. Customer hereby grants IOMETE a limited right to use any Customer Materials solely for the purpose of providing Technical Services to Customer. Customer will retain any of its rights (including all intellectual property rights) in and to the Customer Materials. Customer Materials comprising Confidential Information will be subject to Section 5 (Confidentiality). Customer warrants that Customer has and will have sufficient rights in the Customer Materials to grant the rights to IOMETE under this Agreement and that the Customer Materials will not violate any third-party rights.

10.4. Access to Customer Data under an SOW. With respect to access to any Customer Data under an SOW, Customer is solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. Customer agrees that it will not grant IOMETE access to Customer Data unless specifically required and noted in an SOW, and that Customer will grant any such access only during the term of the applicable Technical Services project. Unless otherwise specified in an SOW, Customer must ensure that: (a) any access to Customer Data that it grants is limited to read-only access in Customer's development environment for the Service (and Customer will not grant access to any other environment, such as its test, production or disaster recovery); and (b) Customer will not grant access to any Customer Data that is unencrypted or contains sensitive data, including without limitation, any personal data, credit card or other financial account information, or protected health information. To the extent access to Customer Data is granted, unless otherwise

specified in an SOW, Customer will provide IOMETE with: (i) secure Customer workstations and networks for accessing Customer Data that are monitored, managed, configured, supported and maintained by Customer; and (ii) unique user ID/passwords to each IOMETE resource that requires access to Customer Data, and these credentials will be solely managed by Customer.

10.5. License to Deliverables. The Technical Services IOMETE performs (e.g., providing guidance on configuring the Service) and the resulting Deliverables are generally applicable to IOMETE's business and are part of IOMETE Technology. Subject to the terms and conditions of this Agreement (including the restrictions in Section 1.6 (General Restrictions)), IOMETE hereby grants Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such Customer's use of the Service during the period in which such Customer has valid access to the Service. The parties may mutually agree to SOWs with additional terms and restrictions related to the use of Deliverables provided as part of that project, in which case those terms and restrictions will also apply for purposes of those Deliverables only.

10.6. Change Orders; Other Terms. Customer may submit written requests to IOMETE to change the scope of Technical Services under an existing SOW. IOMETE will promptly notify Customer if it believes that the requested change requires an adjustment to the fees, schedule, assumptions or scope for the performance of the Technical Services. Neither party is bound by changes to an SOW unless the parties have entered into a Change Order with respect thereto. IOMETE may use subcontractors to deliver Technical Services but will remain responsible for their performance of those Technical Services under the applicable terms and conditions of this Agreement. For clarity, Customer will be responsible for any consumption and other fees for the Service that are generated as part of the Technical Services.

11. Indemnification

11.1. Indemnification by IOMETE. IOMETE will defend Customer against any claim by a third party alleging that the Service or any Deliverable, when used in accordance with this

Agreement, infringes any intellectual property right of such third party and will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by IOMETE (including reasonable attorneys' fees) resulting from such claim. If Customer's use of the Service or Deliverable results (or in IOMETE's opinion is likely to result) in an infringement claim, IOMETE may either: (a) substitute functionally similar products or services; (b) procure for Customer the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable Order Form or SOW, and refund to Customer any prepaid unused Fees for the applicable Service or Deliverable. The foregoing indemnification obligation of IOMETE will not apply to the extent the applicable claim is attributable to: (1) the modification of the Service or Deliverable by any party other than IOMETE or based on Customer's specifications or requirements; (2) the combination of the Service or Deliverable with products or processes not provided by IOMETE; (3) any use of the Service or Deliverables in non-conformity with this Agreement; or (4) any action arising as a result of Customer Data, or any deliverables or components not provided by IOMETE. This section sets forth Customer's sole remedy with respect to any claim of intellectual property infringement.

11.2. Indemnification by Customer. Customer will defend IOMETE against any claim by a third party arising from or relating to any Customer Data, Customer Materials or any Customer-offered product or service used in connection with the Service and will indemnify and hold harmless IOMETE from and against any damages and costs awarded against IOMETE or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim.

11.3. Indemnification Procedures. In the event of a potential indemnity obligation under Section 11, the indemnified party will: (a) promptly notify the indemnifying party in writing of the claim, (b) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (c) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim

under Section 11 shall not relieve the indemnifying party of its obligations under Section 11. However, the indemnifying party shall not be liable for any litigation expenses the indemnified party incurred before such notice was given, or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under Section 11 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. Limitation of Remedies and Damages. EXCEPT AS TO "EXCLUDED CLAIMS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(A) NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;

(B) SUBJECT TO SUBSECTION (C) BELOW, EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO IOMETE IN THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**GENERAL LIABILITY CAP**");

(C) IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE AMOUNT ACTUALLY PAID OR PAYABLE TO IOMETE IN THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("**DATA PROTECTION CLAIMS CAP**");

(D) IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE DATA PROTECTION CLAIMS CAP;

(E) THE PARTIES AGREE THAT SECTION 12 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

(F) THE APPLICABLE MONETARY CAPS SET FORTH IN SECTION 12 SHALL APPLY, ON AN AGGREGATED BASIS, ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) GOVERNING CUSTOMER'S USE OF THE IOMETE OFFERINGS ENTERED INTO BETWEEN IOMETE AND ANY CUSTOMER "AFFILIATES," INCLUDING WITHOUT LIMITATION, AS CONTEMPLATED BY SECTION 1.2 (AFFILIATES).

13. General Terms

13.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in

connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor; and IOMETE may assign this Agreement in its entirety to any Affiliate. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this section will be null and void.

13.2. Severability; Interpretation. If a court of competent jurisdiction holds any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Section headings are inserted for convenience only and shall not affect interpretation of this Agreement.

13.3. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this section shall not apply to claims subject to indemnification under Section 11 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

13.4. Governing Law; Jurisdiction and Venue; IOMETE Affiliate. This Agreement will be governed by the laws of the State of Delaware and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods; and the jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in New Castle County, Delaware, and

both parties hereby submit to the personal jurisdiction of such courts. While the IOMETE entity contracting with Customer or the Customer Affiliate remains fully liable and responsible for all IOMETE obligations under this Agreement, the parties acknowledge that certain obligations under this Agreement may be fulfilled by other IOMETE Affiliates, including without limitation, IOMETE Inc.

13.5. Notice. Any notice or communication required or permitted under this Agreement will be in writing to the parties at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this section and will be deemed to have been received by the addressee: (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch; (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (d) if given by email, immediately upon receipt. Email notifications to IOMETE shall be to legalnotices@IOMETE.com. Notwithstanding the foregoing, except for notices pertaining to non-payment and except as otherwise expressly permitted in this Agreement or in an Order Form, notices related to termination of this Agreement or any claims (including without limitation breach, warranty or indemnity) may not be given via email.

13.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

13.7. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. IOMETE may change and update the Service (in which case IOMETE may update the applicable Documentation accordingly), subject to the warranty in Section 8.1 (Service Warranty).

13.8. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.9. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

13.10. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form or type of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.

13.11. Export Control. Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) Customer will not (and will not permit any third parties to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (c) Customer

will not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

13.12. Counterparts. The parties may execute any documents hereunder in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

14. Definitions

"Acceptable Use Policy" means IOMETE's acceptable use policy, made available at www.IOMETE.com/legal.

"Account" means Customer's account in the applicable Service in which Customer stores and processes Customer Data.

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party. As used in this definition, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

"BAA" means a business associate agreement governing the parties' respective obligations with respect to any HIPAA Data uploaded by Customer to the Service in accordance with the terms of this Agreement.

"Change Order" means a change order or amendment to an SOW that is agreed to and signed in writing by both parties with respect to any Technical Services to be performed hereunder.

"Client Software" is any desktop client software that is made available to Customer by IOMETE for installation on end user computers to be used in connection with the applicable Service.

"Confidential Information" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or reasonably should be known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All IOMETE Technology and the terms and conditions of this Agreement will be deemed Confidential Information of IOMETE without any marking or further designation. Confidential Information shall not, however, include information that the Receiving Party can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information.

"Contractor" means Customer's independent contractors and consultants.

"Customer Data" means any data or data files of any type that are uploaded by or on behalf of Customer to the Service for storage in a data repository.

"Customer Materials" means any materials provided to IOMETE in connection with Technical Services.

"Data Protection Claims" means any claims arising from a party's breach of Section 2.3 (Data Privacy), Section 3 (Security), or Section 5 (Confidentiality), where such breach results in the unauthorized disclosure of Customer Data, or breach of Section 2.2 (Use Obligations).

"Deliverables" means the guides, code (including SQL queries) or other deliverables that IOMETE provides to Customer in connection with Technical Services. For clarity, IOMETE may use compilers, assemblers, interpreters and similar tools to develop Deliverables. The term "Deliverables" does not include such tools.

"Disclosing Party" is defined in Section 5 (Confidentiality).

"Documentation" means IOMETE's technical documentation and usage guides for the Service made available at docs.IOMETE.com or through the Service.

"DPA" means the Customer Data Processing Addendum, made available at www.IOMETE.com/legal.

"Excluded Claims" means obligations and claims based on: (a) a party's breach of its obligations in Section 5 (Confidentiality) (but excluding obligations and claims relating to Customer Data); (b) either party's express obligations under Section 11 (Indemnification); and/or (c) liability which, by law, cannot be limited (e.g., tort claims for gross negligence and intentional misconduct).

"Feedback" means any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the IOMETE Offerings relating to IOMETE's products or services.

"Fees" means the fees payable by Customer to IOMETE for the applicable IOMETE Offerings. For Technical Services, the applicable Fees are as set forth in the relevant SOW, and "Fees" also includes travel, lodging, meal and other expenses incurred in the course of providing Technical Services, but only if the applicable SOW specifies that expenses are reimbursable.

"HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented.

"HIPAA Data" means any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.

"Order Form" means the IOMETE ordering document (and/or SOW, if applicable) governed by this Agreement that is signed by IOMETE and Customer and specifies the IOMETE Offerings procured by Customer.

"Preview Terms" means the Preview Terms located at www.IOMETE.com/legal.

"Reader Accounts", **"Read Only Consumers"**, and **"Read Only Users"** are respectively as defined in Section 1.5(d) (Reader Accounts).

"Receiving Party" is defined in Section 5 (Confidentiality).

"Retrieval Right" is defined in Section 7.3 (Effect of Termination; Customer Data Retrieval).

"Sample Data" means any data (including from third-party sources) provided or made available to Customer by IOMETE solely for Customer's internal testing, evaluation, and other non-productive use of the Service during the Subscription Term.

"Security Addendum" means the IOMETE Security Addendum.

"Service" means a IOMETE software-as-a-service offering made generally available and ordered by or for Customer as set forth in an Order Form.

"IOMETE" means IOMETE Inc. or its Affiliate, as applicable.

"IOMETE Offering(s)" means the Service, Technical Services (including any Deliverables), and any support and other ancillary services (including, without limitation, services to prevent or address service or technical problems) provided by IOMETE.

"IOMETE Technology" means the Service, Documentation, Client Software, Deliverables, and any and all related and underlying technology and documentation in any IOMETE Offerings; and

any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated therein.

"SOW" or **"Statement of Work"** means a statement of work mutually agreed by Customer and IOMETE for the provision of Technical Services and that is governed by this Agreement.

"Subscription Term" means the period of time during which Customer is authorized to access the relevant IOMETE Offering(s), as specified in the applicable Order Form.

"Support Policy" means the IOMETE Support Policy and Service Level Agreement made available at www.IOMETE.com/legal.

"Taxes" means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of IOMETE.

"Technical Services" means the consulting, configuration or other professional services provided by IOMETE to Customer under an Order Form or SOW.

"Third-Party Applications" means separate or third-party data, services, offerings, or applications (and other consulting services related thereto) made available by Customer or to Customer that interoperate with the Service and are subject to an independent agreement or supplemental terms to this Agreement.

"Usage Data" means usage and operations data in connection with the Customer's use of the Service, including query logs and metadata (e.g., object definitions and properties).

"User" means the persons designated and granted access to the Service by or on behalf of Customer, including, as applicable, any of its and its Affiliates' Contractors.

"VAT/GST Registration Number" means the value added tax/GST registration number of the business location(s) where Customer is legally registered and the ordered services are used for business use.