

## **DIGITAL SCIENCE MASTER AGREEMENT**

THIS AGREEMENT ("**Master Agreement**") is entered into as a master agreement by and between Digital Science (defined below) and the entity identified as "Customer" in the Order Form referencing these terms.

This Master Agreement is effective upon the last date of signature ("**Effective Date**") of the first Order Form between the parties referencing these terms ("**Master Order Form**"). By signing that Order Form, Customer agrees to this Master Agreement. Please ensure you read this Master Agreement carefully and retain a copy for future reference, noting the below Digital Science General Terms & Conditions ("**General Terms**") will govern access to and use of the products, data and services Digital Science agrees to provide to Customer (or Customer Affiliate, as the case may be) pursuant to an Order Form, except where it has been otherwise specifically agreed in writing signed by authorized representatives of both parties. The General Terms were last updated in July 2025. A copy of our privacy notice is available on the website of the Product being purchased.

## **DIGITAL SCIENCE GENERAL TERMS & CONDITIONS**

Capitalized terms are defined in the body or at the end of these General Terms. Any reference to: "we", "our" or "us", means Digital Science; and to "you" or "your" means the entity identified as the "Customer" in the relevant Order Form.

**In consideration for the mutual promises and obligations contained in the Agreement, the parties agree as follows:**

### **1. Structure**

From time to time, we may agree to provide certain products, data and services to you by signing an Order Form. Each Order Form, together with the associated Special Module Terms, once agreed by us and you, will form a separate contract incorporating these General Terms, as applicable, to the exclusion (to the maximum extent permitted by applicable law) of all other terms and/or conditions which you may purport to apply, including under a purchase order, as part of a vendor registration process, or otherwise, even if they do not explicitly contradict these General Terms or are required to be acknowledged or accepted.

### **2. Acceptable use**

You shall only use and permit the use of the Products and Data in the manner, to the extent, and for the period and purposes, expressly set out in the Agreement. Save to the extent specifically provided, all such use shall be for your internal purposes.

You shall not, and shall ensure that none of the End Users (if applicable) shall, do or assist, encourage or permit any person to do any of the following: (a) copy, modify, adapt or create derivative works of any part of the Products; (b) make available, distribute, sell, rent, lease, license, frame, commercialize or use for the benefit or at the direction or expense of any other person (including as part of a service bureau arrangement) any part of the Products; nor use any part of the Products to develop, or otherwise in connection with, a product or service which competes with any of the products and/or services we offer or to perform competitive analyses; (c) attempt to modify, bypass, interfere with or probe any measure we may use to prevent or restrict access to the Products, nor access or use the same in a way or using means not made available by us for that purpose; (d) decipher, decompile, disassemble, reverse engineer or attempt to derive any source code or underlying ideas or algorithms of, any part of the Products save to the extent

permitted by applicable law having first notified us in writing; or (e) upload, import, post, store, download, export, transmit, share, publish, distribute, create or similar any Prohibited Content via any Product. The foregoing restrictions shall also apply (where the context permits) to any Data, save to the extent expressly set out in the relevant Special Module Terms and you shall not use any automated means, including robots, scripts, or spiders to access, monitor, crawl, scrape or mine the Data except those expressly authorised by us in advance in writing.

If we have reason to believe you, including any End User, are not complying with the above restrictions or the terms of any licence granted under the Agreement, we may suspend access to the relevant Product and/or Data and you shall give us access on reasonable notice to such systems, premises and information as we may reasonably request to assess such compliance, provided we take steps to minimise any interruption to you. Your use of the Products and Data is subject to the scope of rights expressly granted in the Agreement, including usage and user limits set out in the Order Form. Any use that exceeds this scope is liable for additional charges, which will accrue from the date the excess use began based on current list pricing, without prejudice to any other rights or remedies.

### **3. Our Intellectual Property Rights**

The Products and Data are licensed and not sold. Nothing in the Agreement shall operate or have the effect to transfer to you ownership, nor grant exclusive or perpetual rights in respect, of any Intellectual Property Rights or other right, title or interest relating to any part of the Products or Data or their provision (and if any such right, title or interest, for any reason, vests or has vested in you, you hereby assign the same by way of present and future assignment to us or agree to the revocation of such rights, as applicable), or prevent or restrict the use of any techniques, methods, ideas and know-how that we may acquire during the performance of the Agreement provided such use does not result in the use or disclosure of any of your Confidential Information in breach of clause 10 of these General Terms.

We warrant to you that we own or are licensed to use the Products and Data.

If we grant you any rights to use our trademarks, you shall only use such trademarks for such period as we permit and in accordance with any directions or guidelines we may give

you, including as to the form and manner of their application; and such use will be for our benefit and you hereby assign by way of present and future assignment any goodwill that may accrue therefrom. You shall not use our trademarks or confusingly similar trademarks save as expressly provided.

#### 4. Fees, invoicing and payments

In consideration for the provision of the Products and/or Data (as applicable), you shall pay us the fees specified in the relevant Order Form (the "**Fees**").

Save as expressly provided, the amount of the Fees set out in the Order Form shall be fixed for the relevant Initial Term and increase by up to the Pre-Agreed Limit for any Renewal Period and such other amount as you may agree for any other renewal or extension period. We may only increase the Fees by more than the Pre-Agreed Limit for any Renewal Period by giving you at least ninety (90) days' written notice prior to the expiry of the relevant Initial Term (or subsequent Renewal Period), such increase to apply with effect from the start of the relevant Renewal Period, and in such other circumstances as may be set out in the Product Agreement. If you do not agree to any such Fee increase, you may choose not to renew the Agreement in accordance with clause 7.

Unless otherwise agreed, the Fees and any other agreed costs shall be payable in advance (annually, in the case of subscriptions), by bank transfer to such account as we may nominate from time to time, within thirty (30) days of receipt of an invoice and in the currency set out in the Order Form. Purchase orders are for administrative convenience only. All Fees are non-refundable except as specifically and expressly provided.

Interest shall be payable on overdue amounts and accrue daily at a rate of five (5) per cent. per annum above Bank of America's base rate from the due date for payment until receipt of the outstanding amount (including any accrued interest) whether before or after judgment. A failure to pay the Fees (in cleared funds) within sixty (60) days of the due date shall be considered an irremediable material breach of the Agreement. We may suspend access to the Products and/or Data during any period of non-payment. You shall reimburse us on demand for any costs and expenses (including attorney's fees and court costs) we may incur in connection with the recovery of any overdue amounts, or the non-payment of any Sales Tax by you.

#### 5. Taxes

The amounts set out in any Order Form(s) are net amounts and are exclusive of any sales tax ("**Sales Tax**") and shall be paid free and clear of all deductions and withholdings, unless the deduction or withholding is required by applicable law. Any applicable Sales Tax shall be paid by you in addition to the amounts set out in any Order Form(s). If you are exempt from Sales Tax, you should immediately provide us with a duly authorized U.S. exemption certificate and/or such other official document or information as may be required by applicable law or competent tax authority ("**Required Exemption Information**") in order to allow us to refrain from the collection of Sales Tax from you. You acknowledge and agree that in the absence of full and accurate Required Exemption Information, we are required to add Sales Tax to the Fees, collect it from you and then

remit it to the relevant competent tax authority. Neither party is liable for any income taxes levied on the other party.

#### 6. Limitation of liability

Nothing in the Agreement shall limit or exclude liability for: (a) a breach of clause 8; (b) your misuse of the Products and/or Data or wilful misconduct; (c) any Fees that have become due; or (d) fraud or to the extent not otherwise permitted by applicable law (and the other provisions of this clause 6 shall be construed accordingly).

SAVE UNDER AN INDEMNITY, NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE, UNDER OR IN CONNECTION WITH THE AGREEMENT FOR: ANY LOSS OF PROFITS, REVENUE, BUSINESS OR SAVINGS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR LOSS OR CORRUPTION OF DATA; NOR FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS. NO CLAIM MAY BE BROUGHT BY YOU MORE THAN TWELVE (12) MONTHS AFTER IT HAS ARISEN. OUR TOTAL AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, UNDER INDEMNITY OR BREACH OF STATUTORY DUTY), ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY CLAIMED FOR, PROVIDED THAT IN RESPECT OF BETA SERVICES OR PILOTS, OUR LIABILITY SHALL NOT EXCEED US\$100.

You shall reimburse us on demand for any costs and expenses (including attorney's fees and court costs) we may incur in seeking to enforce our rights arising from your breach of the Agreement.

#### 7. Term and Termination

The Master Agreement shall commence on the Effective Date and shall continue until terminated by either party on sixty (60) days' written notice to the other. Termination of the Master Agreement shall have no effect on any Product Agreement.

Each Product Agreement shall commence on the relevant Start Date and continue for the relevant Initial Term, subject to earlier termination in accordance with the Product Agreement, and unless otherwise specified in the relevant Order Form shall automatically renew for successive twelve (12) month periods (each a "**Renewal Period**"), unless either party gives written notice to cancel the Product Agreement no less than sixty (60) days prior to the expiry of the relevant Initial Term or Renewal Period (as applicable). If auto-renew does not apply to a Product Agreement, a renewal or extension will require the written agreement (including e-mail) of both parties.

A party may terminate the Agreement with immediate effect by written notice to the other party if the other party: (a) commits a material breach and, if such breach is remediable, fails to remedy that breach within thirty (30) days of being notified in writing to do so; (b) becomes unable to pay its debts when they fall due; or (c) where you are the

other party, you are subject to a direct or indirect change of control or, on six (6) months' notice in relation to a Product that is being discontinued. A party may also terminate a Product Agreement in any additional circumstances set out therein.

Termination of the Agreement will be without prejudice to any rights of either party which may have accrued up to the date of termination. All provisions of the Agreement which are expressly or by their nature intended to survive termination of the Agreement shall so survive, including this clause and clauses 2, 6, 8, 10 and 20.

Unless otherwise expressly provided, you shall immediately cease using (and undertake not to use or permit the use of) the Products and Data from termination of the Agreement and permanently delete or destroy all copies of the Data and our Confidential Information in your possession and control (and shall certify such deletion/destruction in writing upon our request). Any use permitted post-termination shall be for your internal purposes only and subject to the other restrictions in this Agreement and on the condition that we shall have no liability arising in connection therewith.

Upon termination, all Fees and unpaid amounts arising in respect of work carried out and/or services provided up until the date of termination will become immediately payable by you.

## **8. Customer Materials**

This clause shall only apply if you (including your End Users and employees, agents and representatives) provide us with access to, or require us (or use the Products) to store or otherwise process, any Customer Materials. Such processing may include accessing, uploading, importing, copying, adapting, authoring, sharing, distributing, publishing or any other use or activity.

Nothing in the Agreement shall operate to transfer ownership of any Intellectual Property Rights in Customer Materials to us. You hereby grant to us (or shall procure the grant to us of) a non-exclusive licence to use the Customer Materials to the extent reasonably necessary for us to perform our obligations and exercise our rights under the Agreement, to comply with applicable law and otherwise as you may specifically instruct or approve.

You warrant that the provision, access or other processing of Customer Materials will not infringe or otherwise violate the Intellectual Property Rights or other rights of any person nor result in any claim against us or cause us to violate any applicable law. You shall indemnify us (and our respective employees, officers, content providers and agents) against any Loss suffered or incurred in connection with an actual or alleged breach of the foregoing, including arising from any third party claim of infringement or unauthorised use of Customer Materials, or from any access or other processing of any Customer Materials that you do not own including under any additional terms that we may be required to accept as a precondition of such use, provided this indemnity shall not apply to any Loss solely resulting from our breach of the Agreement.

Notwithstanding that we may host a copy of the Customer Materials (or part thereof) as part of the Products, you acknowledge and agree that they are not intended to be

used as exclusive repositories, and we shall have no obligation to review or monitor any Customer Materials.

## **9. Data protection**

If Personal Information is provided or otherwise processed pursuant to the Agreement, the Digital Science DPA shall be incorporated into and form part of the Agreement as if set out in full herein.

We may otherwise process Personal Information in accordance with the privacy policy applicable to the Product (available on the website applicable to that Product) in respect of which it was originally processed, it being acknowledged such policies do not apply to processing we carry out on your behalf in the performance of the Agreement. You shall ensure that any individuals whose Personal Information you provide have consented to its transfer and other processing as set out in the Agreement.

## **10. Confidentiality**

Each party: shall not at any time disclose or make available the Confidential Information of the other party to any person or use it for any purpose other than to the extent reasonably required to perform its obligations under the Agreement; and shall ensure that any person to whom it discloses the other's Confidential Information complies with the obligations set out in this clause 10.

Each party shall hold the Confidential Information of the other in confidence and shall use commercially reasonable efforts to protect and maintain the security and confidentiality of the same, taking such precautions as are at least as great as those it takes to protect its own confidential information.

Nothing in this clause shall: prevent a party from disclosing any Confidential Information to the minimum extent required by applicable law, or a court or regulatory body of competent jurisdiction, provided it uses reasonable efforts (if permitted by law) to notify the disclosing party and gives the disclosing party a reasonable opportunity to challenge the disclosure; nor be deemed to have the effect of limiting any pre-existing or separate duties of confidentiality you might owe to us.

## **11. Your general obligations**

You shall: (a) provide such assistance, access (including to the systems used by you) and information as we may require or reasonably request for the performance of our obligations under the Agreement in a timely manner; (b) in using the Products and Data and otherwise, comply at all times with all applicable laws, including those relating to anti-bribery, anti-corruption and export controls, and all applicable user manuals/guidelines and relevant policies; (c) ensure that the End Users (as applicable) fully comply with the terms and conditions of the Agreement; (d) keep and maintain full and up-to-date back-up copies of Customer Materials; (e) not remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any of the Products and/or Data (including on any output generated through their use); (f) ensure the Products and Data are suitable and adequate for your needs; and (g) report to us any actual or suspected material breach of the Agreement as soon as reasonably practicable so we may take steps to remedy or mitigate the same.

We shall not be deemed to be in breach of the Agreement or otherwise liable to you for any failure or delay in the performance of our obligations under the Agreement if such failure or delay arises from any act or omission of you (including your staff, agents or sub-contractors), including any incompleteness or other deficiency in any information you provide but which you did not specifically bring to our attention in writing prior to the Start Date, or you are in breach of the Agreement. Any timescales for the performance of our obligations shall be extended to take account, and we may charge you for additional time, effort and costs we reasonably incur as a result, of any such act or omission.

## 12. Security

You shall use all commercially reasonable efforts to prevent unauthorized access to or use of the Products and Data via your networks, devices or systems and shall comply with any security policies and procedures relating to such access or use that we make you aware of from time to time.

You shall not knowingly distribute or otherwise transmit, and shall use all commercially reasonable efforts to prevent the transmission of, any viruses, malware or other harmful code to or via the Products.

If you become aware of any unauthorized use or other security breach relating to any part of the Products or Data, you shall immediately notify us in writing and shall provide such assistance as we may reasonably request to investigate and stop such unauthorized use or breach, and to prevent its recurrence.

You shall ensure that any Access Details are kept secret and not used by more than one person, unless expressly permitted by us, and where Access Details are assigned to a particular individual, they are only used by that individual. You shall immediately notify us if you become aware of any unauthorized disclosure or use of the Access Details, which we may suspend or de-activate if we consider it is reasonable to do so.

## 13. Additional Services

From time to time, we may agree to provide integration, configuration, consultancy or other additional services ("**Additional Services**") by signing a statement of work substantially in the form of the Annex to these General Terms or other agreed format ("**SOW**") or specifying such additional work in a Product Agreement. Each SOW shall: set out the charges for the Additional Services; form a separate contract incorporating the General Terms (to the extent applicable); and only become effective when duly signed on behalf of both parties.

You acknowledge that the provision of the Additional Services will be dependent on the proper and timely performance of the duties, responsibilities and other obligations assigned to you, including the prompt provision of support, facilities and information, and the accuracy of any assumptions, as set out in the relevant Agreement.

You shall not unreasonably withhold or delay the acceptance of any Deliverable, including if it meets the specifications as set out in the Agreement in all material respects. Within ten (10) Working Days (the "**Acceptance**

**Period**") of delivery (or such other period as may be specified in the Agreement), you shall provide written confirmation that: (a) you have accepted the Deliverable(s); or (b) if you consider that the agreed specifications have not been met in all material respects, you have not accepted the Deliverable(s), together with full details of the non-compliance, and the parties shall discuss and resolve the issue as soon as reasonably practicable. You will be deemed to have accepted a Deliverable if: (a) you fail to notify us in writing of your assessment of a Deliverable within the Acceptance Period; or (b) where a Deliverable is software, by using that Deliverable in a production environment (if earlier).

We hereby grant to you a non-exclusive, non-transferable, personal right to use the Deliverables during the Term solely for the internal purposes for which they are provided, and such other period and purposes as may be specified in the SOW. Notwithstanding any other provision, if Deliverables include configurations, customizations, interfaces, modifications, adaptations or derivatives to, extracts from, or are intended to be combined with, our Products and/or Data, you shall only be permitted to use those Deliverables in the same way and on the same terms as the relevant Product and/or Data. Where a Deliverable is software, access to or use of the source code will not be permitted and will require a separate written agreement, which we will act reasonably to agree.

## 14. Force majeure

Neither party shall be liable for any delay in performing, or failure to perform, its obligations (other than to pay Fees when due) under the Agreement if such delay or failure arises from a Force Majeure Event. If a delay is caused, the affected party shall be entitled to a reasonable extension of time for performing its obligations. If the period of delay or non-performance continues for sixty (60) days, either party may terminate the Agreement by giving thirty (30) days' written notice to other party which shall take effect only if the circumstances delaying or preventing performance exist at the expiry of that notice period.

## 15. Public statements

In respect of each Product, we may publicly refer to you as a customer, including: as part of a simple, one-page press-release, the content of which will be subject to your approval (not to be unreasonably withheld or delayed); and on our website, social media channels and presentational material, provided such reference accurately reflects the nature of the relationship and that any use of your trademarks is in accordance with your reasonable guidelines given as to the form and manner of their use.

## 16. Miscellaneous

From time to time, we may make available Beta Services and Pilots to you. Beta Services and Pilots may not always perform as expected and may be changed or withdrawn at any time at our discretion. Any use of Beta Services or Pilots, which are provided "AS IS" and "AS AVAILABLE", is solely at your own risk, and may be subject to additional requirements specified at the time of access and include features that are of a confidential nature. You agree not to make public statements relating to any Beta Service or Pilot without our prior written approval, and specifically

acknowledge that any feedback you provide in relation to any Beta Service or Pilot, and data collected from their use, may be used to help us develop and improve our products. We expressly reserve the right to terminate any agreement relating to their provision on written notice at any time. The term "Beta Service or Pilot" includes any service or feature that is identified, including via the applicable user interface or within the relevant Order Form, as "Beta", "Prototype", "Limited Release", "Early Release" or similar, or provided on a free "Pilot", "Trial" or similar basis.

You must not directly or indirectly initiate or engage in discussions for the purpose of offering employment or engagement, or otherwise solicit, any of our personnel involved in the performance of our obligations hereunder, during the Term and for twelve (12) months thereafter. Employment resulting from a response to a general public advertisement or search engagement not specifically targeted at the relevant personnel shall not be precluded. The foregoing restriction shall only apply to the extent and for the duration permitted by applicable law.

Certain of our Products may allow or encourage End Users to make suggestions or other contributions to us, which you shall ensure are free and authorized to be used if, as and when we choose. We may also derive and collect aggregate or other non-personal data from the use of the Products for product improvement, analytical, reporting and research purposes.

You acknowledge and agree that we may utilize our Affiliates and third-party service providers to host and provide the Products. We shall ensure that any person to whom we subcontract our obligations under the Agreement (to whom we may sublicense our rights for that purpose) shall fully comply with the terms and conditions of the Agreement and we shall be liable for their acts and omissions as if they were our own.

Where our Products include links to third party websites, content and other resources, these are provided for convenience only and any access to, use of and/or reliance upon such resources is done entirely at your own risk and we disclaim all liability arising therefrom.

Certain parts of the Data will have been obtained from third parties over which we have no control - as a result, it will be added to, updated and/or parts excluded from time to time. If we exclude Data in response to a request from a third party, you shall cease using (and delete all copies in your possession or control) that Data upon written request.

No part of this Agreement shall involve the processing of specially regulated or classified information such as health information or sensitive Personal Information, save as specifically set out in the Order Form. To the extent we agree to process such information and you request that we enter into a separate agreement in connection therewith, or in any other circumstance where we enter into a separate agreement in connection with the Agreement, you agree that such agreement is intended to form part of the Agreement, will be subject to the same exclusions and limits as set out in the Agreement and has been documented separately for convenience only.

## **17. Notices**

Any notice required to be given under the Agreement shall be in writing and may be delivered by hand or sent by registered mail to the other party at the address set out on the Master Order Form, or such other address as may have been notified in writing by that party for such purpose, or if the notice is in respect of a Product or Data, sent by e-mail to the other party's e-mail address, if any, in the relevant Order Form (provided in the case of any notice to be sent to us in respect of any legal proceedings, a copy shall also be sent to us by hand or registered mail and marked for the attention of the Digital Science Legal Department at 6 Briset Street, Farringdon, London, EC1M 5NR, UK, copied to legal@digital-science.com) and shall be deemed to have been duly given or made, if delivered by hand, upon delivery, if sent by registered mail, on the recorded date of receipt, or if sent by e-mail when actually received by the intended recipient in readable form. We may give you notice of information that is not specific to you or the Agreement by posting on a support, status or other webpage related to the relevant Product.

## **18. Dispute resolution**

The parties shall seek to resolve any dispute in relation to the Agreement by good faith discussions between: (a) the representative of each party named on the Order Form to which the dispute relates, and if they cannot resolve the dispute within twenty (20) Working Days of the dispute being referred to them in writing; then (b) a representative of the executive management of each party, who shall meet to resolve the dispute and if they cannot resolve the dispute within a further ten (10) Working Days, this process shall be deemed exhausted and either party may refer the matter to the courts.

## **19. General**

In the event of a conflict between these General Terms, any Special Module Terms and/or any Order Form, the order of precedence shall be: clause 6 of these General Terms (which shall always prevail), then the Special Module Terms (in respect of the Products and/or Data to which they apply), the General Terms, the Order Form then any other document forming part of the Agreement, save that where an Order Form expressly modifies a specific term, the Order Form shall prevail in that respect only.

Neither party may assign, sub-license (save as expressly provided) or otherwise transfer or deal with in any way any of its rights and/or obligations under the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), save that we shall be free to assign our rights and transfer our obligations to an Affiliate or purchaser of the part of the business to which the Agreement relates.

Nothing in the Agreement and no action taken by the parties pursuant to the Agreement is intended to or shall operate to create a partnership association, joint venture or other cooperative entity or relationship of employer and employee between the parties. A person who is not a party to the Agreement has no right to enforce any part of the Agreement. Any rights granted to you under the Agreement are personal to you, and shall not be considered granted or sub-licensable to any other person, including your Affiliates or associates.

Save as expressly provided, the Agreement may be varied only by a document signed by both parties. The Agreement may be executed in any number of counterparts which together shall constitute one agreement. It is intended that electronic signatures shall have the same force and effect as signatures by hand. A waiver in respect of the Agreement shall only be effective if in writing and shall only apply to the specific circumstances for which it is given. No failure or delay by a party to exercise any of its rights under the Agreement shall operate as a waiver thereof. If any provision of the Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible from the Agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected in any way.

Save in the case of fraud, each party acknowledges that: the Agreement together with any other documents referred to in it (together the "Contract") constitutes the entire and only agreement between the parties relating to the subject matter of the Contract, which will supersede and replace any confidentiality agreement (to the extent relating to the same subject matter of the Agreement) we are subject to; and it has not been induced to enter into the Contract in reliance on any representation or other statement of any nature whatsoever other than those set out in the Contract. WITHOUT LIMITING THE FOREGOING, SAVE TO THE EXTENT EXPRESSLY SET OUT IN THE AGREEMENT, THE PRODUCTS AND DATA ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND WE MAKE NO WARRANTY (WITHOUT LIMITATION) OF MERCHANTABILITY OR THAT THE USE OF OUR PRODUCTS AND DATA SHALL BE UNINTERRUPTED OR THAT THEY WILL BE ACCURATE, COMPLETE, ERROR FREE, NON-INFRINGEMENT OR FIT FOR A PARTICULAR PURPOSE. The Products and Data are made available for general guidance and illustrative purposes only and any reliance placed on any of them is done entirely at your own risk.

It is acknowledged that damages alone may not be an adequate remedy for a breach of the Agreement and that a party shall be entitled, without proof of actual damages, posting bond or giving any undertaking, to the remedies of injunction or other equitable remedy for any threatened or actual breach in any court of competent jurisdiction, notwithstanding any other provision of the Agreement. All our remedies in the Agreement are cumulative and in addition to and not in lieu of any other remedy at law or in equity.

## 20. Governing law and jurisdiction

The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof, and may be brought by us in any federal or state court located in the County of New York, State of New York. Each party waives any objection in connection with such venue, including as an inconvenient forum or for lack of jurisdiction.

## 21. Updates

Notwithstanding that these General Terms and/or Special Module Terms may be updated by us from time to time, such change will only take effect upon the commencement of the Renewal Period (or other agreed renewal or extension period) following the update; or such earlier date as they may be accepted by you, including as part of an amendment or via the acceptance of an Order Form, proposal or quote that references the updated terms. For the avoidance of doubt: such updated version of the General Terms and/or Special Module Terms shall apply to all Product Agreements with effect from the same date; and the contracting parties shall remain unchanged.

## 22. US government customers

The Products, Services and Data are "commercial computer software" / "commercial computer software documentation" and other commercial items including "technical data of a commercial item". If you are a US government agency, the terms of the government contract or order signed by us ("**Government Order**") for the purchase of the Products, Services and/or Data, as such terms may apply, and are consistent with, the purchase of commercial items, will have precedence over the terms of the Agreement to the extent required by the US federal laws and regulations applicable to the acquisition of commercial items; provided that it is agreed the terms of the Agreement governing the ownership, licensing, access, usage and similar of Intellectual Property / the Products, Services and/or Data, shall always control over the Government Order to the fullest extent permitted by FAR 52.227-19 (if included in the Government Order). Accordingly, for the avoidance of doubt: clauses 4, 5, 18 and 20 shall have no application to a Government Order; Fees shall be paid to us in accordance with the terms of the Government Order, the U.S. Prompt Payment Act and any other applicable law in U.S. Dollars; the price will be inclusive of all taxes chargeable at the time of sale; and disputes shall be resolved in accordance with the tribunals and dispute resolution process in the disputes clause applicable to the Government Order. Notwithstanding, if you require rights beyond those customarily granted and described in the Agreement, you should immediately discontinue use of the Products, Services and Data.

## Definitions and interpretation

In the Agreement, the following terms shall, unless the context otherwise requires, have the meanings below. Where the same term is defined in any Special Module Terms, the meaning given in the Special Module Terms shall apply in respect of those Special Module Terms only.

**Agreement:** the Master Agreement or a Product Agreement, as the context requires.

**Access Details:** the unique user name(s) and password(s), key(s), pin(s) or similar provided by us to you and/or an End User for the purpose of providing access to the relevant part of the Products.

**Affiliate:** any: (a) person which, directly or indirectly, controls, is controlled by or is under common control with us or, respectively, you; and in relation to Digital Science (b) any person in which a person referred to in (a) has a direct or indirect ownership interest.

**Confidential Information:** information which is identified as confidential or otherwise of a confidential nature (including all trade secrets and information of commercial value) but shall not include any information which: is or becomes publicly known other than through any act or omission of the receiving party except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information; was in the receiving party's lawful possession before the disclosure without restriction on disclosure; is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or is independently developed by the receiving party, which independent development can be shown by written evidence.

**Content:** any content, documents, data, information or other materials as the context requires.

**Customer Materials:** any Content that you or End Users upload, import or submit to a Product, and any other Content, systems, software, hardware or interfaces you provide us with access to or use of. "Customer Materials" may also be referred to as "Your Materials".

**Data:** all information and data provided, developed or made available by us (and including all data that is not Customer Material accessible within or made available via the Products) and derived therefrom.

**Deliverable:** any work product to be delivered to you and created by us specifically for you as a part of the Additional Services, as set out in an SOW. A "Deliverable" will also include a configured or customized version of a pre-existing product or service, where such configuration or customization is specifically charged for, for the purposes of acceptance only.

**Digital Science:** in the case of the Master Agreement, the Digital Science entity that signs the Master Order Form; and in the case of a Product Agreement, the Digital Science entity that signs the relevant Order Form.

**Digital Science DPA:** the Digital Science Data Processing Addendum at <https://terms.dsrsi.com/public/DigitalScienceDPA>.

**Effective Date:** as defined in the Master Order Form.

**End User:** an individual who has been authorized by you to access and use the Products and/or Data or who accesses and uses the Products and/or Data using your systems or via an IP address that is registered or controlled by you.

**Force Majeure Event:** any circumstance beyond a party's reasonable control and including any act of God, industrial action, failure with the internet or telecommunications networks or other infrastructure, act of government or public authority, change in law, war, terrorism or embargo.

**General Terms:** as defined in the Master Order Form.

**Intellectual Property Rights:** patents, trademarks, designs rights, trade and business names, rights in trade dress, domain names, copyrights, goodwill, the right to use and protect confidential information and know-how, database rights, and other intellectual property rights in each case whether registered or unregistered (including all rights to apply for and be granted renewals, extensions and rights to claim priority from, such rights and any similar forms of protection) which subsist, or will subsist, now or in the future in any part of the world.

**Loss:** any and all liabilities, losses and damages, claims, actions, costs (including reasonable legal fees), charges and expenses of any nature whatsoever.

**Order Form:** an order form, SOW or other written commitment intended to be legally binding, as the context requires, for the provision / receipt of the Products and/or Data and signed by us and you (or, if you are a US government agency, such order form as may be incorporated into a fully executed federal contract with us, or task, delivery or purchase order countersigned by us, where the context requires).

**Personal Information:** information about living individuals that is subject to the General Data Protection Regulation (EU or UK), CCPA (California), PIPEDA (Canada) and/or such other data protection or privacy laws that may require a party to grant and/or impose on the other party some or all of the rights and/or obligations set out in the Digital Science DPA, to the extent such information is processed in a way which is also subject to those laws.

**Pre-Agreed Limit:** five (5) per cent or such other percentage as may be agreed in the Order Form, plus the amount of any discount that ceases to apply.

**Product Agreement:** Special Module Terms and the attached Order Form (which shall incorporate the General Terms) or an SOW (which shall incorporate the General Terms) as the context requires.

**Products:** the platforms, applications and other products and services (including provided as software-as-a-service and Additional Services) as the context permits, we agree to make available to you as set out in an Order Form, as such products and services may be further described in the relevant Special Module Terms or SOW, together with any documentation or support materials relating thereto, and any configurations, customizations, interfaces, modifications, adaptations or derivatives that we may develop for and/or make available to you in respect thereof. The term "Services" may be used interchangeably with the term "Products".

**Prohibited Content:** any Content that: (a) infringes or makes unauthorized use of the Intellectual Property Rights or any other right of any person; (b) is defamatory, derogatory, discriminatory or violates any rights of privacy; (c) breaches, or causes us to breach, any applicable law or regulation or terms of any third party hosting provider we make you aware of; (d) contains a virus, malware or other potentially harmful component, information or instruction; (e) is indecent, obscene, offensive or pornographic; (f) could result in any claim or action against us or damage our goodwill or reputation; (g) would violate any acceptable use guidelines applicable to the relevant Product, or restriction or other part of the Agreement.

**Special Module Terms:** in respect of a Product, the specific terms and conditions related to that Product.

**Start Date:** as defined in the relevant Order Form.

**Term:** in respect of: (a) the General Terms, the term as defined in the first paragraph of clause 7; (b) the Special Module Terms, the Initial Term defined in the relevant Order Form, in each case together with any Renewal Period or other agreed renewal or extension period; and (c) an SOW, as defined therein.

**Working Days:** Monday to Friday excluding Federal holidays or, in respect of maintenance and support, public

holidays in the jurisdiction from which that maintenance and support is provided.

In the Agreement, unless otherwise specified, reference to:

- (a) a party means a party to the Agreement and includes its permitted assignees and/or the successors in title to that part of its undertaking which includes the Agreement, notwithstanding that where the Agreement is entered in respect of a specific division, department, team or other subgroup, references to "you" shall mean that specific subgroup as the context requires;
- (b) a person or entity shall include references to individuals, bodies corporate, unincorporated associations, partnerships, charities and any other entity having legal capacity;
- (c) any statute,

enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended;

- (d) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (e) "includes" and "including" shall mean including without limitation and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- (f) use for "internal purposes", "internal business purposes" or similar shall mean use for internal operations and (without limitation) shall in no circumstances include any use which would breach the restrictions referred to in clause 2(b).



**Annex**

**Sample Statement of Work (SOW)**

**SOW #**[insert consecutive number] – [insert customer name] - dated .....

The provision of the services and deliverables described in this SOW shall be governed by the “Digital Science General Terms and Conditions” either previously agreed with you or attached to this SOW, which shall be incorporated herein, as applicable. Those terms shall apply to the exclusion of any other terms and/or conditions you may purport to apply, including under any purchase order or otherwise.

Capitalized terms in this SOW will have the meanings given in the General Terms unless otherwise defined or the context requires.

[INSERT SOW]

**SIGNED** for and on behalf of  
**Digital Science**

**SIGNED** for and on behalf of  
**Customer**

[This is a sample statement of work not intended for signature]

.....

Name:

Position:

Date:

.....

Name:

Position:

Date: