

METAPHACTORY EVALUATION LICENSE AGREEMENT

PLEASE READ THIS EVALUATION AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE LICENSED TECHNOLOGY. This Evaluation Agreement (this "**Agreement**") is a legally binding agreement between Digital Science & Research Solutions Inc, a Delaware corporation with offices at 625 Massachusetts Avenue, Cambridge, MA, 02139, USA ("**Digital Science**") and the entity on whose behalf you access or use the Licensed Technology ("**Evaluator**") (Digital Science and Evaluator, each referred to individually as a "Party" and collectively as the "Parties"). By clicking "I Accept" or similar, or by downloading, installing, accessing or otherwise using the Licensed Technology, you agree on behalf of the Evaluator to be bound by the terms of this Agreement. If you do not have authority to bind the Evaluator to this Agreement, you must not accept this Agreement or use the Licensed Technology. This Agreement is effective as of the first date you or any other user or representative of Evaluator accepts this Agreement or uses the Licensed Technology (the "**Effective Date**"), or such earlier date as is specified in an applicable order or registration form agreed to in writing or otherwise accepted by or on behalf of Evaluator ("**Order Form**").

In consideration of the mutual promises and undertakings contained herein, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the meanings given in this Section 1.

"**Evaluation Period**" means a period starting on the Effective Date and ending immediately and automatically after the period set forth in the Order Form or, if no Order Form or written registration confirmation provided by Digital Science specifies a period, after two (2) weeks, unless terminated earlier as provided herein or extended at Digital Science's discretion by notice in writing.

"**Licensed Technology**" means such products, data and/or services, including any related specifications, documentation and other technology or materials provided by Digital Science or otherwise made available to Evaluator pursuant to this Agreement, whether delivered as downloadable software for installation on Evaluator's own infrastructure ("**On-Premise Deployment**") or accessed as a hosted, software-as-a-service offering operated by Digital Science ("**Hosted Service**"), including any configurations, customisations, interfaces, modifications, adaptations or derivatives that Digital Science may develop for and/or make available to Evaluator in respect thereof. The mode of delivery applicable to the Evaluation Period is as specified in the applicable Order Form or written registration confirmation provided by Digital Science.

"**Permitted Purpose**" means the Evaluator's own internal test and evaluation purposes, and such other purposes as may be specifically agreed as part of a separate signed agreement.

2. **Evaluation Terms**

2.1 **Evaluation License.** Subject to the terms and conditions of this Agreement and such other limitations as may be agreed in writing, Digital Science grants to Evaluator a non-exclusive, royalty-free, non-transferable, non-sublicensable license to access and use the Licensed Technology solely for the Permitted Purposes during the term of this Agreement. For a Hosted Service, access shall be limited to named employees of Evaluator via access credentials assigned to them. For On-Premise Deployments, Evaluator shall only install the number and type of instances of the Licensed Technology as determined in writing by Evaluator on secure, access-controlled systems owned and controlled by Evaluator, which shall be limited to a single, non-production instance unless otherwise specified in the Order Form or written registration confirmation provided by Digital Science.

2.2 **Restrictions on Use.** Evaluator acknowledges that the Licensed Technology is protected by copyright, trade secrets and other proprietary rights, including as a result of the selection or arrangement of any content or data components and the substantial investment made in their compilation and as collective works or compilations, which shall be retained by Digital Science as its sole and exclusive property (or that of its licensors). Evaluator will not, and will not cause or permit any person to: (a) use or reproduce any part of the Licensed Technology, or develop, use, distribute, or commercialize any product or service implementing or including any of the technology embodied or contained in the Licensed Technology; (b) rent, lease, distribute, sell, assign, sublicense, disclose, timeshare, host, or otherwise transfer or make available, to or for the benefit of any third party, any of the Licensed Technology; (c) reverse engineer, decompile, or otherwise attempt to reconstruct or discover any source code or algorithms of any part of the Licensed Technology or any portion thereof; (d) remove or alter any identification, proprietary notices, or marks on any part of the Licensed Technology or any portion thereof, including any copyright notices, trademarks, disclaimer notices, proprietary markings, restrictive legends or any digital watermarks included in or placed on any part of the Licensed Technology; or (e) use any part of the Licensed Technology in connection with any training, tuning, assessing, validating, augmenting, including to adapt, improve or otherwise develop, algorithms, models or AI systems, including through any learning process. Evaluator must identify any On-Premise Deployment as proprietary to Digital Science, including by displaying a "metaphactory" logo in either the header or footer of every page powered by the Licensed Technology. Evaluator must comply with all relevant user manuals and guidelines and any usage restrictions or other additional terms referenced on any part of the Licensed Technology or otherwise made available by Digital Science and agrees that any unauthorized use will result in the automatic termination of any rights granted to

Evaluator.

2.3 **Fees.** In case it is agreed in writing by both Parties that fees shall be payable by Evaluator in connection with the Licensed Technology, Evaluator shall pay to Digital Science the fees specified in the relevant Order Form (the "**Fees**"). Unless otherwise agreed in writing, the Fees and any other agreed costs shall be payable in advance, by bank transfer to such account as Digital Science may nominate from time to time, within fourteen (14) days of receipt of an invoice. Purchase orders are for administrative convenience only. All Fees are non-refundable. Prices are stated as net amounts and are exclusive of any value added tax or similar tax and Fees shall be paid free and clear of all deductions and withholdings, unless the deduction or withholding is required by applicable law, which Evaluator shall be required to pay such additional amount as will ensure that Digital Science receives the same total amount that it would have received if no such withholding or deduction had been required.

2.4 **Structure, Security and Data.** Evaluator agrees to take all necessary measures to ensure the integrity of the Licensed Technology and to safeguard it from unauthorized use. Evaluator is solely responsible for the proper archiving and backup of any data or other content it uses or uploads in connection with the Licensed Technology. Where the Licensed Technology is provided as a Hosted Service, Evaluator shall not use or upload, or permit the use or uploading of, any confidential, proprietary or personal data into or in connection with the Licensed Technology during the Evaluation Period; and Evaluator acknowledges and agrees that the Hosted Service is not intended as an exclusive repository and that all data and configurations stored in the Hosted Service environment will be irretrievably deleted upon expiration or termination of the Evaluation Period, and Digital Science shall have no liability for any data loss. Evaluator also acknowledges that Digital Science and its support personnel may have full visibility into the Hosted Service environment and any data stored therein as part of routine operations and support and may derive and collect aggregate, pseudonymised or other de-identified or non-personal data, from or relating to the use of the Licensed Technology, which it will own.

2.5 **Feedback.** Evaluator acknowledges and agrees that Digital Science shall be free and authorized to use and disclose any suggestions or recommendations for improvements or modifications to the Licensed Technology or other feedback ("Feedback") that may be provided to it, as Digital Science chooses without condition.

2.6 **Reservation of Rights.** Evaluator acknowledges and agrees that Digital Science owns and retains all right, title, and interest (including all worldwide intellectual property rights) in and to the Licensed Technology. Evaluator shall not use the Licensed Technology except as expressly authorized in Section 2.1 of this Agreement; no other rights or licenses, express or implied, are granted to Evaluator. For the avoidance of doubt, nothing in this Agreement grants to Evaluator any right to access or otherwise use any source code and production usage is explicitly prohibited.

2.7 **Third-Party Products.** Evaluator shall be responsible for obtaining and maintaining all licences required for any third-party products that Evaluator chooses to manage through, interface with or integrate into the Licensed Technology, including any third-party software that Digital Science may source on Evaluator's behalf or any third-party data made available to Evaluator via the Licensed Technology, and Evaluator shall comply with the applicable licence terms of such third-party products at all times. Evaluator acknowledges that the Licensed Technology may be packaged or otherwise compiled with third-party software components ("**Integrated Third-Party Components**") whose licence terms are included or referenced in the licence files, documentation or other materials made available to Evaluator. Evaluator shall only use Integrated Third-Party Components as part of, and subject to the same terms as, the Licensed Technology, and as otherwise required to comply with their respective licence terms. Without prejudice to any warranties given by the owner of such components, all Integrated Third-Party Components are provided and used (as between Digital Science and Evaluator) on an "as is" basis, and Digital Science makes no representation or warranty of any kind in respect of them.

2.8 **Support; System Requirements; Product Changes.** Evaluator acknowledges that Digital Science does not have any obligation to support or maintain the Licensed Technology under this Agreement. Any support is provided on an entirely discretionary basis. Evaluator is solely responsible for ensuring that its systems and environment meet any minimum requirements needed to make use of the Licensed Technology, and Digital Science makes no commitment regarding compatibility. Digital Science reserves the right, at any time and without notice, to modify, update or discontinue any features or functionality of the Licensed Technology.

3. **Confidentiality and Data Protection.** As used herein, "Confidential Information" means the Licensed Technology and any and all other non-public information and materials provided by Digital Science or otherwise made available to Evaluator related to the Licensed Technology or to Digital Science or its affiliates. Confidential Information will not include information which: (i) is or becomes public knowledge through no fault of the Evaluator; (ii) was in the Evaluator's possession before receipt from Digital Science, as evidenced by written records predating receipt; (iii) is rightfully received by the Evaluator from a third party without any duty of confidentiality; (iv) is independently developed by the Evaluator without reference to or use of the Confidential Information, as evidenced by written records. Evaluator shall: (a) not use any Confidential Information except as expressly permitted under

Section 2.1 (if at all); (b) protect the Confidential Information from unauthorized access or other use, or disclosure using the same degree of care that it uses to protect its own similar confidential and proprietary information from unauthorized disclosure, but in no event less than a reasonable degree of care; (c) not disclose any Confidential Information to any person other than Evaluator employees who have a need to know such Confidential Information for the purposes permitted in this Section 3; and (d) promptly notify Digital Science of any actual or suspected unauthorized access to or use of Confidential Information. To the extent Evaluator uses the Licensed Technology to process any personal data, Evaluator shall ensure that all applicable data protection laws and regulations are complied with and, where this involves a Hosted Service, shall be subject to a signed variation to these terms and entry into a data processing agreement in such form as Digital Science may require.

4. **No Warranty.** THE LICENSED TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. NEITHER DIGITAL SCIENCE, ITS AFFILIATES NOR ITS SUPPLIERS MAKES ANY WARRANTY REGARDING THE LICENSED TECHNOLOGY OR ITS USE, QUALITY, OR PERFORMANCE. DIGITAL SCIENCE DOES NOT WARRANT THE RESULTS EVALUATOR MAY OBTAIN BY USING THE LICENSED TECHNOLOGY, OR THAT EVALUATOR'S USE OF THE LICENSED TECHNOLOGY WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. DIGITAL SCIENCE, ITS AFFILIATES AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF NONINFRINGEMENT, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. EVALUATOR ASSUMES ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, AND USE OF THE LICENSED TECHNOLOGY, INCLUDING THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS.

5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL SCIENCE, ITS AFFILIATES AND ITS SUPPLIERS WILL HAVE NO LIABILITY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, OR FOR ANY LOST PROFITS OR ANTICIPATED PROFITS, LOST INCOME OR REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, COST OF SUBSTITUTE GOODS, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF DIGITAL SCIENCE AND ITS AFFILIATES ARISING FROM OR RELATING TO THE LICENSED TECHNOLOGY OR THIS AGREEMENT EXCEED ONE THOUSAND U.S. DOLLARS (\$1000).

6. **Term and Termination.** This Agreement begins on the Effective Date and will continue until the end of the Evaluation Period unless earlier terminated by Digital Science, with or without cause, upon five (5) days' notice to Evaluator or immediately for any breach by Evaluator. Upon any expiry or termination of this Agreement for any reason, the Evaluation Period will automatically terminate and Evaluator must promptly (a) discontinue all use of the Licensed Technology and Confidential Information and (b) destroy all copies of the Licensed Technology and Confidential Information, and if requested by Digital Science, certify in signed writing to Digital Science that Evaluator has fully complied with its obligations under this Section 6. All provisions of this Agreement which are expressly or by their nature intended to survive termination shall so survive, including the confidentiality obligations, which will continue for a period of five (5) years following the date of expiry or termination of this Agreement or such longer period as any copies may be retained.

7. General

7.1 **Governing Law / Jurisdiction.** This 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 England, whose courts shall have exclusive jurisdiction to determine any dispute or claim.

7.2 **Equitable Relief.** Notwithstanding anything to the contrary, Digital Science and Evaluator may each seek relief in any court of competent jurisdiction as it deems necessary to enforce or protect its intellectual property rights and confidential information.

7.3 **Severability.** If any provision of this Agreement is invalid or unenforceable, that will not affect the validity or enforceability of the remaining terms of this Agreement, and such provision will be enforced to the maximum extent permissible under applicable law so as to affect the intent of the Parties.

7.4 **Audit Rights.** During the Evaluation Period and for a period of twelve (12) months thereafter, Digital Science (or its authorized representatives bound by appropriate confidentiality undertakings) may, upon no less than five (5) business days' prior written notice, conduct reasonable audits and inspections of Evaluator's use of the Licensed Technology to verify compliance with this Agreement. Evaluator shall cooperate with any such audit and provide Digital Science with reasonable access to relevant records, systems, and personnel. Audits shall be conducted during normal business hours, and Digital Science shall use reasonable endeavours to minimise disruption to Evaluator's operations. This right shall not be exercised more than once in any twelve-month

period absent a reasonable suspicion of material non-compliance.

7.5 **Compliance.** Evaluator will comply with all applicable laws, rules and regulations, including export and import control laws and regulations, and will not export or re-export the Licensed Technology without the required United States and foreign government permits and licences and the prior written permission of Digital Science. Evaluator shall not export or make available the Licensed Technology to any country, individual or entity subject to applicable sanctions or export restrictions.

7.6 **Assignment.** This Agreement may not be assigned or transferred by Evaluator (in whole or in part and whether voluntarily, involuntarily, or by operation of law) without the prior written consent of Digital Science and any attempt by Evaluator to do so will be null and void and of no effect.

7.7 **Costs.** Evaluator shall reimburse Digital Science on demand for any liabilities, costs and expenses (including attorney's fees and court costs) it may incur enforcing its rights arising from Evaluator's breach of this Agreement.

7.8 **Independent Contractors; Nonexclusive Relationship.** The relationship of the Parties established by this Agreement is that of independent contractors. Neither Party has the authority to bind the other or assume or create any obligation or liability on the other's behalf. This Agreement does not obligate a Party to negotiate toward or enter into any other business relationship with the other Party or prevent the other Party from entering into negotiations or agreements with other persons.

7.9 **Notices.** Any notice shall be in writing and delivered to the respective address set forth in the Order Form, which in the case of legal notices for Digital Science shall be copied to legal@digital-science.com. If no address for the Evaluator is included on the Order Form, notice may be sent to the email address to which any registration confirmation was sent or otherwise used for registration purposes on behalf of the Evaluator. A Party may change its address for notice purposes by notice to the other Party.

7.10 **Amendment; Waiver.** Notwithstanding that these terms may be updated by Digital Science from time to time, such change will only take effect upon the commencement of any agreed renewal or extension period following the update; or such earlier date as they may be accepted by or on behalf of Evaluator. A waiver in respect of this 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 this Agreement shall operate as a waiver thereof.

7.11 **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein, express or implied, shall give or be construed to give any person or entity other than the Parties hereto.

7.12 **Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

7.13 **Entire Agreement.** This Agreement constitutes the complete agreement between the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous discussions, negotiations, understandings, and agreements, written and oral, regarding such matters.