



## MASTER SUBSCRIPTION AGREEMENT

### 1. DOCUMENTS AND ORDER OF PRECEDENCE

**1.1 Subscription Forms.** Customer shall execute a valid subscription order form ("**Subscription Form**") with Ardoq in order to be provided access with Ardoq Services. These terms and any relevant appendices ("**Master Subscription Agreement**" or "**MSA**"), together with the Subscription Form, set out the terms and conditions under which customer ("**Customer**") purchases services from an Ardoq entity ("**Ardoq**"), both as identified in the Subscription Form.

**1.2 Order of Precedence.** In the event of any conflict or inconsistency between the documents constituting the Agreement, the following order of precedence shall apply: (1) Subscription Form (including the attached Service Descriptions); (2) SOW (if any); (3) this MSA, (4) appendices and attachments to this MSA, where their order determines precedence. "**Agreement**" means this MSA, any Subscription Form(s), SOW and the relevant appendices and attachments, as applicable.

**1.3 Purchases from Resellers.** Customer may purchase the Services through an authorized reseller of Ardoq ("**Reseller**") pursuant to a separate Agreement that Ardoq is not part of ("**Reseller Agreement**"), in which case this Agreement will apply to Customer's use of the Services ordered via Reseller, except: (a) Section 7 shall not apply; (b) Customer will be required to submit any warranty, refund or service credit claims directly to the Reseller, who will be solely responsible for issuing any refunds or service credits; (c) quantities and type of Services will be listed in the Reseller Agreement; (d) "Agreement" shall mean only this MSA and the relevant appendices and attachments, as referenced herein.

### 2. PROVISION OF THE SERVICES

**2.1 Rights to access and use.** Ardoq grants to Customer a right to remotely access and use the Ardoq SaaS services purchased in the relevant Subscription Form ("**Service**"), as well as the relevant online product documentation ("**Documentation**") in accordance with this Agreement for the duration of the Term (as defined below).

**2.2. Functionality.** The Services shall include the functionalities described in the applicable Service Description. "**Service Description**" means the document describing the functionalities of the Ardoq Services as of the effective date of the Subscription Form and referenced therein. Ardoq may from time to time make improvements, add, modify, or replace functionalities of its Services during the Term, provided that any such change will not remove the functionalities purchased by the Customer in the Subscription Form without Ardoq providing access to equivalent functionalities at no additional costs. The Customer will get access to modifications and improvements that are made generally available to all customers who have purchased the same features. Ardoq reserves the right to distribute or commercialize new functionalities and services as an Add-On Service or as Free Service.

**2.3 SLA, Customer Support and Customer Success.** Ardoq shall provide the Service in accordance with the service level agreement as per Appendix 1 ("**Service Level Agreement**"), as available

at [www.ardoq.com/legal](http://www.ardoq.com/legal) as of the effective date of the Subscription Form (unless attached to this MSA). The Services include support services as described in the Service Level Agreement as well as customer care services aimed at optimizing the Customer's experience with the Service.

**2.4 Security.** Ardoq has implemented and shall during the Term maintain appropriate technical and organizational measures, internal controls, and information security routines. The measures applicable as of the effective date of the Agreement are described in Appendix 3, as available at [www.ardoq.com/legal](http://www.ardoq.com/legal) as of the effective date of the Subscription Form (unless attached to this MSA). Ardoq may during the term of the Agreement change and/or update the measures, provided that such changes shall not materially decrease the overall security of the service compared with the measures described in Appendix 3.

**2.5 Compliance review.** Ardoq may review Customer's compliance with the Acceptable Use provisions of this Agreement and with the usage parameters specified in the Subscription Form. This may be done through automated monitoring, log reviews, or manual audit. Customer shall provide reasonable cooperation to that purpose where so required. If Ardoq finds that Customer's use is in excess of the purchased quantities, it shall notify Customer and Customer shall, within 30 calendar days from Ardoq's notice, regain compliance by either (a) reducing its usage, or (b) executing a written amendment to purchase the applicable quantities. If Customer does not regain compliance of its usage parameters within the 30 day period, Ardoq reserves the right to issue an invoice reflecting the then-current usage, except where a good faith negotiation is ongoing to address the overuse.

**2.6 APIs and integrations.** The Service may contain features designed to integrate with third party applications. Customer acknowledges and agrees that only the integration endpoints on Ardoq's end are considered part of the Services. Customer is required to purchase relevant subscriptions or licenses for the third-party services independently. Endpoints of third-party vendors, their respective services purchased by the Customer and the contractual relationships between the Customer and such vendors are outside of Ardoq's responsibility.

### **3. PROFESSIONAL SERVICES, ADD-ON SERVICES AND FREE SERVICES**

**3.1 Professional Services.** Customer may engage Ardoq to provide professional services pertaining to the Services, such as implementation, configuration, and training ("**Professional Services**"). Professional Services will be performed in accordance with (a) a statement of work signed by the parties, in case of bespoke engagements ("**Statement of Work**" or "**SOW**"), or (b) the applicable Ardoq Professional Services Modules Description, as referenced in the Subscription Form - in case of standard, pre-packaged Professional Services offering.

**3.2 Add-On Services.** The parties may from time to time agree to include additional paid features and services ("**Add-On Service**") by executing an additional Subscription Form, which shall be co-termed with the then-current Term. This Agreement will apply to such Add-On Services, except to the extent otherwise agreed in writing.

**3.3 Free Services.** Subject to Customer's consent (and acceptance of relevant additional terms, if any), Ardoq may make available to Customer additional functionality or services free of charge, including, without limitation, for trial, demo, evaluation or beta testing purposes ("**Free Services**"). Either party may suspend or terminate the Free Services at any point without prior notice. Notwithstanding anything to the contrary in this Agreement, (a) FREE SERVICES ARE PROVIDED ON AN AS-IS BASIS ONLY, WITHOUT WARRANTIES AND SERVICE LEVEL COMMITMENTS OF ANY KIND, AND (b) ARDOQ'S TOTAL AGGREGATE LIABILITY IN CONNECTION TO THE FREE SERVICES SHALL BE LIMITED TO USD 1 000.

### **4. PERSONAL DATA**

**4.1 Ardoq as a data processor.** The data processing agreement set out in Appendix 2 (“**Data Processing Agreement**”), as available at [www.ardoq.com/legal](http://www.ardoq.com/legal) as of the effective date of the Subscription Form (unless attached to this MSA), reflects the parties’ agreement with respect to Ardoq’s processing of personal data on behalf of the Customer.

**4.2 Parties as data controllers.** The parties anticipate they will collect contact information of the parties’ respective personnel in order to facilitate a normal and customary business relationship (e.g., communication, invoicing, collecting independent feedback, etc.), such as name, email, and business function. Each party will independently control the purpose and means of processing for such personal data, and, as such, will be solely responsible for how it uses, collects, protects, and processes such data.

## **5. CUSTOMER DATA EXPORT**

**5.1 During the Term.** Ardoq shall make available to Customer at no cost during the Term of the Agreement out of the box functionality to allow the export of Customer Data in a standard database export format, as well as access to online documentation to support Customer’s use of such export functionality.

**5.2 After the Term.** Ardoq will delete all Customer Data within 90 calendar days from termination or expiration of the Agreement, and provide written confirmation of such destruction upon written request of Customer. Until 10 calendar days prior to such deletion, Customer may request additional access to the Services for export purposes.

## **6. ACCEPTABLE USE**

**6.1. Users.** The Service shall, unless otherwise agreed in writing in the Subscription Form, be available for use by employees and contractors of the Customer and of Customer’s Affiliates (“**Users**”). Customer is the sole contractual counterparty to Ardoq and is responsible for Users’ compliance with this Agreement. “**Affiliate**” means an entity controlling, controlled or under common control with a party of the Agreement, where control means the ownership of more than 50% of the issued share capital of a company or the legal power to direct the general management of a legal entity.

**6.2. Internal Business Purpose.** Customer shall only use the Services for Customer’s internal business purposes and not resell, distribute, sublicense, or otherwise transfer any right in and to the Service to others, including allowing user rights to third parties not specifically granted rights under this Agreement.

**6.3. Log-in details.** Customer shall maintain the confidentiality of any credentials, passwords and other log-in details used to access or use the Service. Such log-in details are personal and shall not be shared between Users or used by more than one User. Customer will use industry standard technical and organisational measures to prevent unauthorized use of or access to the Service and will notify Ardoq immediately of any unauthorized use of a User’s account.

**6.4. Reverse engineering.** Customer shall not modify, translate, reverse engineer, decompile or disassemble any of the Service or otherwise attempt to derive source code or create derivative works from the Service.

**6.5. Additional Customer’s responsibilities.** Customer shall not intentionally use the Service in a manner that impacts the availability, performance, reliability, or stability of the Service, including by performing penetration testing.

**6.6. Compliance with purchased quantities.** Customer shall comply with the usage parameters listed in the applicable Subscription Form.

## **7. FEES, INVOICING AND PAYMENT TERMS**

**7.1. Fees and payments.** All fees are fixed for the duration of the term set forth in the relevant Subscription Form and/or SOW (if any) and, except to the extent otherwise set forth in this Agreement, are non refundable. Customer shall pay each invoice via electronic payments (checks are not acceptable).

**7.2. Invoicing.** Unless otherwise provided in an SOW or Subscription Form, Ardoq will invoice fees in advance of each new billing period. Customer shall pay invoices in accordance with the payment terms set forth in the relevant Subscription Form. If an invoice is more than 30 calendar days overdue, Ardoq may claim late payment interest of 8% annually (or a lower rate if required by applicable law) from the due date until payment is made.

**7.3 PO.** If a purchase order number is required by Customer for invoice payment, Ardoq shall include such number on the relevant invoice, conditional however upon Customer delivering such PO number to [billing@ardoq.com](mailto:billing@ardoq.com) (or another address as subsequently communicated by Ardoq) (a) no more than 14 calendar days after signature of the Subscription Form or SOW or (b) at least 14 calendar days prior to renewal date.

**7.4. Taxes.** Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Ardoq has the legal obligation to pay or collect Taxes for which Customer is responsible, that amount will be invoiced to and paid by Customer, unless Customer provides Ardoq with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments to Ardoq shall be made without deduction for Taxes, except as required by law. If any such deduction or withholding is required, Customer shall increase the amount payable as necessary so that Ardoq receives an amount equal to what it would have received had no such deduction or withholding been made. Upon request, Customer will provide Ardoq with proof of remittance of withheld taxes to the relevant tax authority.

## **8. SUBCONTRACTING**

Ardoq may use its own Affiliates and subcontractors in the provision of the Service. Ardoq shall be liable for the acts and omissions of such Affiliates and subcontractors as for its own actions or omissions. To the extent an Affiliate or subcontractor has access to personal data which Ardoq processes on behalf of the Customer hereunder, it shall be considered a subprocessor and additional obligations will apply as per the Data Processing Agreement.

## **9. CUSTOMER DATA**

**9.1. Customer Data.** Customer shall own and retain all rights over Customer Data. Customer grants Ardoq the right to access and process Customer Data for the exclusive purpose of providing, measuring and improving the Services, limited to the duration of the Term. "**Customer Data**" means input data uploaded by or on behalf of Customer into the Services, however subsequently transformed within the Services by User operations.

**9.2. Usage Data.** Ardoq may collect and use Usage Data to monitor, improve and develop the Services. Ardoq shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate Usage Data to any third party for their own purposes or for monetary or other valuable

consideration. **“Usage Data”** means anonymized data related to the use of the Services or derived from it, such as feature use frequency and pattern; component/reference types and number of component/reference types; representation of the metamodel; gremlin queries; event data; metrics information; service logs. For clarity, Usage Data does not constitute Customer Data and is owned by Ardoq.

**9.3 Feedback.** Customer acknowledges and agrees that suggestions, comments or ideas provided to Ardoq concerning improvements or modifications of the Services is owned by Ardoq and may be used and incorporated in the Services by Ardoq at its sole discretion and without limitations.

**9.4 Regulated Data.** Customer acknowledges that the Services are not designed for the processing of Regulated Data and that Customer is responsible in the event it submits Regulated Data to the Services. **“Regulated Data”** means (a) patient, medical, or other protected health information; (b) credit, debit, bank account, or other financial account data; (c) social security numbers, driver’s license numbers, or other unique and private government ID numbers; (d) special categories of data as defined in the GDPR; and (e) other similar categories of sector-specific sensitive information, such as information subject to banking secrecy, payment secrecy or attorney-client privilege.

## 10. AI FUNCTIONALITIES

**10.1 AI Functionalities.** Services may include functionalities that rely on artificial intelligence technologies (**“AI Functionalities”**). To the extent that Customers uses AI Functionalities: (i) Output resulting from the processing of Customer Data will be considered Customer Data; (ii) Customer Data will not be used to train AI technologies or large language models; (ii) unless otherwise agreed in writing, any third-party AI models used by Ardoq to provide the AI Functionalities will be hosted on Ardoq’s independently managed and secured cloud environments hosted on the Hosting Providers listed in the DPA, (iii) Customer Data (including Output) shall not be accessed or transmitted to third parties (other than in accordance with this Agreement) as a result of Customer’s use of AI Functionalities. **“Output”** means any content generated by the AI Functionalities as a result of Customer’s usage thereof.

**10.2 Disclaimer of warranties on AI Functionalities.** Output (i) is generated through machine learning and is not reviewed, verified or curated by Ardoq; (ii) may not be complete, accurate or correct and require Customer’s independent verification before its use; (iii) may be generic, similar or identical to content/output produced for other Ardoq customers.

## 11. INTELLECTUAL PROPERTY RIGHTS

**11.1 Ardoq IP.** Ardoq and its licensors shall own and retain all rights over Ardoq IP. **“Ardoq IP”** means any parts of the Services and the Documentation, as well as their underlying code, design and technologies, including the graphical and/or representational elements used to display visualizations of Customer Data. Ardoq grants Customer a non-exclusive, non-transferable license to use, copy and display Ardoq IP in connection with its authorized use of the Service during the Term. No rights are granted to Customer except as expressly set forth in this Agreement.

**11.2 Deliverables.** All programs, inventions, documentation, specifications or other written or graphical materials and media created or developed by Ardoq in performing Professional Services (**“Deliverables”**) belong exclusively to Ardoq unless otherwise agreed in an applicable SOW. Customer receives a non-exclusive, non-transferable license to use, copy and display the Deliverables in connection with its authorized use of the Service during the Term.

## 12. CONFIDENTIALITY

**12.1. Non-use and Non-disclosure.** Neither party shall use or disclose any Confidential Information of the other party for any purpose except to the extent regulated under this Agreement. The receiving party shall take reasonable measures to avoid disclosure and/or unauthorized use of the Confidential Information of the disclosing party. For the purpose of this Agreement, “**Confidential Information**” means all information disclosed by the disclosing party to the receiving party that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. The terms of this Agreement, Customer Data and any other information exchanged pursuant to this Agreement, will be considered Confidential Information. For clarity, feedback shared by Customer on the Services, including recommendations or ideas on how to improve or develop the Services, will not be considered Confidential Information or Customer Data.

**12.2. Limitations on the duty of non-disclosure of Confidential Information.** Confidential Information does not include any information or material that (i) is or becomes publicly known other than through violation of this Agreement by the receiving party, (ii) was already in the receiving party's possession or was available to the receiving party on a non-confidential basis before disclosure, (iii) is obtained by the receiving party from a third party that is not bound to separate confidentiality obligations to the other party, (iv) was later communicated by a third party to the receiving party without any confidentiality obligation, or (v) is independently developed by the receiving party without use of or reference to the discloser's Confidential Information.

**12.3. Disclosures required by law.** The recipient may disclose Confidential Information to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

**12.4. Survival and remedies.** The obligations of each receiving party under this section shall survive for five (5) years after the termination of the Agreement, and in the case of trade secret information, the obligations under this section will survive for as long as the information remains a trade secret. Each party agrees that any violation or threatened violation of this section may cause irreparable injury to the disclosing party, entitling the disclosing party to seek injunctive relief in addition to other legal remedies hereunder.

## **13. TERM AND TERMINATION**

**13.1. Initial Term.** The initial term of this Agreement shall commence on the date stipulated in the Subscription Form or at the date of signature if no such date is specified and shall continue for the period set forth in the applicable Subscription Form or for one year if no such period is specified (“**Initial Term**”).

**13.2. Renewal.** Upon expiration of the Initial Term or a Renewal Term, the Agreement will renew in accordance with the terms of the applicable Subscription Form for additional terms (each, a “**Renewal Term**”). The Initial Term and any Renewal Terms are jointly referred to as the “**Term**.”

### **13.3. Termination for cause**

**13.3.1. Termination for breach.** Either party may terminate this Agreement for breach by giving the other party 30 calendar days prior written notice if the other party have materially breached its obligations hereunder and have failed to cure such breach within 30 calendar days' after being notified in writing of the details of such breach. In case of termination by Customer for breach by Ardoq, Ardoq shall refund any prepaid and unused (i.e. applicable to the terminated portion of the Services) fees as of the date of termination.

**13.3.2. Termination for insolvency.** Either party may terminate this Agreement with immediate effect if the other party takes or suffers any action for insolvency in any jurisdiction.

**13.3.3. Termination for regulatory compliance.** In the event of (a) a change in applicable laws; or (b) mandatory instructions given to the Customer by a Regulatory Authority (together, "**Regulatory Requirements**"), affecting the Customer in such a manner that the continued use of the unaltered Services would render such use in breach of Regulatory Requirements, Customer shall submit to Ardoq a request to review the terms of the Agreement or the Services being provided. Ardoq and Customer shall discuss in good faith possible changes to the Agreement or to the Services, which may be subject to additional fees, that permit Customer to comply with Regulatory Requirements. If the parties are unable to agree to such modification in writing, the Customer may, as its sole and exclusive remedy, terminate the impacted Services upon written notice.

**13.4. Effects upon Termination.** Upon expiration or termination of this Agreement for any reason (i) all access rights will cease, (ii) each party shall delete or destroy all Confidential Information of the other party (Confidential Information included in backup copies will first be deleted upon expiration of such encrypted backup copies), and (iii) other than where otherwise provided in this Agreement, any and all invoiced and non-invoiced undisputed fees under this Agreement shall become immediately due and payable to Ardoq.

**13.5. Fixed term commitment.** The parties acknowledge and agree that the Service fees and any applicable discounts are contingent upon the fixed term specified in the Subscription Form. Accordingly, neither party may terminate this Agreement except as expressly provided herein. If the Customer chooses to terminate the Agreement for any reasons not expressly provided in this Agreement, all Service fees applicable to the full then-current Term shall become immediately due and payable and Customer shall pay such in accordance with the payment terms set forth in the Subscription Form.

## **14. REPRESENTATIONS AND WARRANTIES**

**14.1 Authority Warranty.** Each party represents and warrants that the representing party has full power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly and validly executed and delivered by the representing party and that it constitutes the legal, valid, and binding obligation of the representing party, enforceable against it in accordance with its terms.

**14.2 Ardoq Warranties.** Ardoq warrants that during the Term (a) the Services will substantially perform as specified in the Documentation when used in accordance with this Agreement; (b) the Services have been and will for the duration of the Term continue to be tested for viruses and malware (including without limitation scanning with current versions of industry-standard antivirus software); (c) Professional Services will be performed in a professional, workman-like manner with reasonable skill and care in accordance with industry standards. Ardoq's sole liability and Customer's exclusive remedy for any breach of the foregoing warranties shall be to correct the nonconformity or, in the case of Professional Services, reperform the nonconforming services, provided notice of such nonconformity is provided to Ardoq in writing within 30 calendar days of the performance thereof. If Ardoq cannot reasonably do any of the above, as determined in Ardoq's sole discretion, Ardoq will refund Customer any prepaid Fees covering the remainder of the Term for the nonconforming Service (or any fees paid for the nonconforming Professional Services).

**14.3 DISCLAIMERS.** THE SERVICE IS PROVIDED "AS IS". ARDOQ DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES THE RISK OF THE QUALITY, ACCURACY AND COMPLETENESS OF ANY DATA INTRODUCED BY THE

CUSTOMER INTO SERVICE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICE INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **15. LIMITATION OF LIABILITY**

**15.1. EXCLUSION OF INDIRECT, CONSEQUENTIAL AND RELATED DAMAGES.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS, COSTS OF REPLACEMENT SERVICES, BUSINESS INTERRUPTION, GOODWILL OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF.

**15.2. LIMITATION OF TOTAL LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THIS AGREEMENT (INCLUDING THE SERVICE LEVEL AGREEMENT, CONFIDENTIALITY, ANY WARRANTIES PROVIDED HEREUNDER AND THE DATA PROCESSING AGREEMENT) EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER FOR THE SERVICES DURING THE 12 CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

**15.3 UNLIMITED LIABILITY.** THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO (A) DAMAGES ATTRIBUTABLE TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, (B) VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (C) PAYMENT OR REFUND OBLIGATIONS UNDER THIS AGREEMENT (AS APPLICABLE), (D) LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, OR (E) INDEMNIFICATION OBLIGATIONS FOR THIRD-PARTY INTELLECTUAL PROPERTY CLAIMS UNDER SECTION 17.

## **16. TEMPORARY SUSPENSION OF SERVICES**

Ardoq may temporarily suspend the Service if Customer is in breach of the Agreement and such breach is not cured within 30 calendar days after Customer's receipt of written notice thereof. Suspension will last until the breach has been cured by Customer. Ardoq reserves the right to suspend the Service or a User's access with shorter or no prior notice to the extent it deems it necessary to protect the security and/or availability of the Services, its platforms, or other customers' data. Any such suspension shall be limited to the extent necessary to solve the issue.

## **17. INDEMNIFICATION**

**17.1. By Ardoq.** Ardoq shall defend, indemnify and hold harmless Customer and its officers, directors, employees, and agents, from and against any losses, costs and expenses (including reasonable outside attorneys' fees and costs) finally awarded or settled against Customer resulting from a claim, demand, suit, action or proceeding brought against Customer by a third party alleging that the Service used in accordance with this Agreement infringes a valid intellectual property right of such third party in the jurisdictions where the Customer is authorized to use or access the Service.

**17.2. Ardoq mitigation.** If Ardoq suspects or receives information about an infringement claim, Ardoq may at its sole discretion either (i) obtain a license for Customer's continued use of the applicable part of the Service in accordance with this Agreement, or (ii) replace or modify the applicable part of the Service so that it is no longer claimed to infringe a third party right. If Ardoq reasonably determines that the foregoing options are not commercially available, Ardoq may terminate the Customer's subscription for

the affected part of the Service and refund prepaid fees covering the remainder of the applicable Term calculated from the effective date of termination.

**17.3. By Customer.** Customer shall defend, indemnify and hold harmless Ardoq and its officers, directors, employees, and agents, from and against any losses, costs and expenses (including reasonable outside attorneys' fees and costs) finally awarded or settled against Ardoq resulting from a claim, demand, suit, action or proceeding brought against Ardoq by a third party alleging that any Customer Data, or the use of the Service by Customer in combination with a non-Ardoq application, infringes a valid intellectual property right of such third party in the jurisdictions where the Customer is authorized to use or access the Service.

**17.4. Process.** The above indemnifications are conditional upon the indemnified party giving the indemnifying party prompt written notice of the claim, giving indemnifying party sole control of the defense and settlement of the claim (except that indemnifying party may not settle any claim unless it unconditionally releases indemnified party of all liability), and giving indemnifying party all reasonable assistance at indemnifying party's expense. The indemnifying party shall be released from liability hereunder to the extent the indemnified party makes any concessions, admissions of guilt or representations of similar nature, or enters settlements without the indemnifying party's written consent.

**17.5. Sole remedies.** The rights granted under this Section shall be the indemnified party's sole and exclusive remedy with respect to the third party claims covered by this section.

## **18. MISCELLANEOUS PROVISIONS**

**18.1. Compliance with applicable laws.** Ardoq provides a standard service that can be accessed in any jurisdiction via a web interface. Ardoq shall provide the Service in compliance with the laws that apply to its provision of the Services in general. Customer acknowledges that Ardoq has no control over the location where Customer will use the Services, the data that Customer will upload as Customer Data, and the use that the Customer will make of the Services. It is Customer's responsibility to use the Service in compliance with the laws that apply to their own use of the Services, taking into account their business and local requirements, and in a way that does not infringe or violate third party rights.

**18.2 Sanction Laws compliance.** Customer acknowledges that use of the Services is regulated by Sanctions Laws. "**Sanctions Laws**" means all applicable international economic, financial or trade, including export-related, sanctions legislations, laws and regulations, including but not limited to U.S., EAR or OFAC restrictions. Customer warrants that: (a) the Customer, including its Affiliates, officers, directors, etc., are not sanctioned under Sanction Laws; (b) it will comply with applicable Sanctions Laws and it will not give access to the Services to any entity or individual sanctioned under Sanctions Laws; (c) it shall not use or allow the use of the Services in any country where such use is not allowed under applicable Sanctions Laws. Ardoq shall comply with Sanctions Laws and shall not be obligated to perform any obligation under this Agreement to the extent that the performance of such would breach any Sanctions Laws in whole or in part or would risk initiation of any enforcement action, punitive or restrictive measures or any similar legal measures by any authority or third party.

**18.3. Assignment.** This Agreement may not be assigned without the prior written consent of the non-assigning party. Consent is not required in the context of (a) assignment to an Affiliate and (b) merger, acquisition, or sale of all or substantially all the assigning party's assets, provided that (i) assignee is able to comply with the assignor's obligations under the Agreement, including but not limited to Sanctions Laws, and (ii) assignor provides written notice to the non-assigning party prior to assignment or as soon as legally

allowed to. Subject to the foregoing, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties' respective permitted successors and assigns.

**18.4. Force Majeure.** Neither party shall be liable for any failure or delay in their performance of their respective obligations under the Agreement resulting from an event beyond such party's reasonable control, including but not limited to governmental action, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, telecommunications failures, electrical outages, any service failure or disruption caused by third parties, service providers or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such party. A party experiencing a force majeure event shall provide the other party with prompt written notice of such force majeure event. In the event the force majeure event has lasted or is likely to last for more than 3 consecutive months, each Party may terminate this Agreement immediately without liability to the other party.

**18.5. Entire Agreement.** The Agreement constitutes the entire agreement between the parties and supersedes all other agreements, proposals, or representations, whether electronic, written, or oral, between the parties concerning its subject matter.

**18.6. Severability.** If any provision of this Agreement is held to be ineffective, unenforceable, or illegal for any reason, such decision shall not affect the validity or enforceability of any of the remaining portions thereof.

**18.7. Amendment.** Amendment or modification of the Agreement shall only be valid or binding upon the parties if made in writing and signed by an officer of each party. No terms, provisions, or conditions of any web-site, portal, purchase order, or similar document will have any effect on the obligations of the parties hereunder or otherwise modify this Agreement.

**18.8. Notices.** All notices and other communications required or permitted by this Agreement or by law shall be in writing by e-mail or mail and shall be considered delivered when received if delivered by mail or similar and at the opening of business on the next business day for the recipient if sent by electronic mail. Notices to Ardoq shall be given to [contracts@ardog.com](mailto:contracts@ardog.com). Notices to Customer shall be at the email address provided in the Subscription Form.

**18.9. Survival of Certain Provisions.** Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.

**18.10. Governing Law and legal venue.** This Agreement and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the Governing Law and the parties irrevocably consent to the exclusive jurisdiction of - and venue in - the Legal Venue. Governing Law and Legal Venue are as defined below.

<b>Region/Country of incorporation of Customer</b>	<b>Governing Law</b>	<b>Legal venue</b>
Norway	Norwegian	Oslo, Norway
Americas	Delaware	Dover, Delaware, USA
UK	England and Wales	London, England

APAC	Australian	Sidney, Australia
Rest of the world	Danish	Copenhagen, Denmark