nQuery Terms and Conditions

Effective 30 December 2024

IMPORTANT: READ BEFORE INSTALLING SOFTWARE

These nQuery terms and conditions ("Agreement") are a legal agreement between you (either as an individual or an entity) and Statistical Solutions Limited, a company registered in Ireland. Proceeding with this installation constitutes your acceptance of this license agreement with respect to all accompanying nQuery software received by you.

1. **RECITALS**
    1. This Agreement is made and entered into by and between Statistical Solutions Limited, an Irish registered company, hereinafter referred to as "Licensor", and you (either as an individual or an entity), hereinafter referred to as "Licensee".
    2. Whereas, Licensor has ownership rights of the Software and Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a License to use the Software.
    3. NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable consideration, the parties hereto hereby agree as follows:

2. **DEFINITIONS**

    1. **"Activation Key"** means a code provided by Licensor to Licensee that enables activation of the Software for use within the scope of the applicable Subscription License.
    2. **"Active Seats"** means each instance of the Software activated or running concurrently on a physical or virtual computer (server or client) of Licensee.
    3. **"Affiliate" or "Affiliates" means** with respect to either party, any entity that controls, is controlled by, or under common control with, such party, where "control" means the power to direct the management of an entity by means of equity ownership, board membership or contract.
    4. **"Confidential Information"** means any information, regardless of form that is not public knowledge and that is obtained directly or indirectly from either party in the course of, or in connection with, Licensee's acceptance of this Agreement and Licensee's use of the Software.
    5. **"Documentation"** means Licensor's user manuals, handbooks, and installation guides relating to the Software provided in writing by Licensor to Licensee.
    6. **"End User Data"** means all data (regardless of form) submitted or transmitted to the Software by Licensee or its end users and Licensee's Confidential Information, collectively.
    7. **"Feedback"** means suggestions or recommendations for improvements, modifications or enhancements to the Software.

8. **"License"** shall have the meaning set forth in Section 3.1.
9. **"Network License"** shall have the meaning set forth in Section 3.2.b.
10. **"Order Form"** means a purchase order or similar document (i) that is mutually executed by Licensee and either Licensor or its authorized reseller, or (ii) that references a valid quote issued either by Licensor or its authorized reseller and that either is executed by Licensee or expressly states that it represents Licensee's firm commitment to purchase the Software in such quote, which purchase order or similar document in any event (a) identifies the Software to be purchased by Licensee, subject to this Agreement, together with the Subscription fee to be paid, Subscription Term (if applicable), any other mutually agreed terms applicable to the purchase. In the event any Order Form conflicts with the Agreement, the Agreement will govern such conflict unless the Order Form expressly identifies the provisions of the Agreement to be superseded and expressly states the parties' intent that the Order Form should govern, in which event the Order Form will supersede the conflicting provisions, but only with respect to the Subscription Licenses identified in the Order Form.
11. **"Term"** means the duration of the Subscription period mutually agreed to by the parties.
12. **"Trial License"** shall have the meaning set forth in Section 3.2.c.
13. **"Software"** means the on-premise software product owned by Licensor, more specifically known as nQuery, in object code format, including any Updates provided to Customer pursuant to this Agreement.
14. **"Start Date"** shall have the meaning set forth in Section 8.1.
15. **"Subscription"** means a License of specified duration to use the Software in accordance with the Agreement.
16. **"Updates"** means upgrades, modified versions, updates, additions, and future copies of the Software, if any, licensed to Licensee by Licensor.

3. **LICENSE**

   1. **License Grant.**
      a. Subject to the terms and conditions contained herein, Licensor grants to Licensee a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Software ("License") in accordance with this Agreement, the Documentation, and any other restrictions set forth in the applicable Order Form.
      b. Unless otherwise specifically agreed in writing by the Licensor, Software may be used solely by Licensee.
      c. No title or ownership rights to Software are transferred to Licensee by this Agreement.
      d. Licensee acknowledges that Licensor offers subscription-based products and that, in order to provide improve customer experience, Licensor may make changes to the Software or Documentation. In such event, Licensor will update the Documentation accordingly.

2. **License Types.**
    a. **Subscription License.** Under the terms of a Subscription License for the Software, Licensee may activate each License only on a single computer and may use the Software only on that computer. The Software may not be accessed remotely.

    b. **Network License.** Under the terms of a network License for the Software, Licensee may install and use the Software on a specified number of computers with IP addresses in a range as agreed to by Licensor and Licensee ("Network License").

    c. **Trial License.** A trial License is a one-time limited, non-exclusive, non-transferable, non-renewable grant of License to use the Software for free for a limited time (specified upon issue of the Activation Key) for the purposes of evaluating the Software ("Trial License"). Licensee understands that not all features and capabilities of the Software may be available via the Trial License and Licensor may disable certain features of the Software.

3. **Delivery.** Licensor shall deliver the Software electronically to Licensee promptly following the commencement of the Term.

4. **Active Seats.** Licensee may install unlimited copies of the Software but may only activate copies of the Software on its computers equal to the number of specified Active Seats in the applicable Order Form. For the avoidance of any doubt, all copies and instances of the Software used in testing or production are subject to the terms and conditions of this Agreement. No copy or instance of the Software may be used without paying all applicable Subscription fees.

5. **License Restrictions.** Licensee shall not (and shall not allow any third party to):
    a. decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever;
    b. distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, or like purposes;
    c. remove any product identification, proprietary, copyright or other notices contained in the Software;
    d. modify any part of the Software, create a derivative work of any part of the Software, or incorporate the Software into or with other software, except to the extent expressly authorized in writing by Licensor;

e. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software unless approved in writing by Licensor;

f. use the Software in medical diagnosis or treatment, or in applications or systems where the Software's failure to perform can reasonably be expected to result in significant physical injury, property damage, or loss of life;

g. use the Software in violation of any applicable laws, rules and regulations issued by governing authorities;

h. make any use of the Software beyond the scope of the License expressly granted herein;

i. knowingly provide, distribute or otherwise make available, in whole or in part to those outside of Licensee's site, Software, or any derivative thereof, including without limitation program listings and code; or

j. use its access to the Software for the purpose of creating, improving or otherwise developing a product or service that competes with the Software.

4. FEES; PAYMENTS

1. Licensee, for and in consideration and as a condition of purchasing this License, hereby agrees to pay over to Licensor an annual Subscription fee. The annual Subscription fee in effect will become due unless Licensee has properly exercised its right to terminate this Agreement pursuant to Section 8 below. Licensee agrees to pay Licensor all applicable fees for the Software within thirty (30) days of the invoice date plus all related taxes. All fees are non-cancelable and non-refundable

2. Licensee's failure to pay according to the terms of this Agreement shall be a material breach of this Agreement. Licensor shall be entitled, without prejudice to its other rights and remedies under this Agreement, (i) to charge interest on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, and (ii) at its option, to suspend the provision of the Software.

3. Licensee may reasonably and in good faith dispute an invoiced amount by providing written notice to Licensor within thirty (30) days after the invoice date, provided that Licensee shall promptly pay the undisputed portion of the invoice pursuant to Section 4.1 and may only withhold payment of the disputed portion until the dispute is resolved. The parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days.

4. If Licensee chooses to pay by credit card, Licensee agrees to the following:

a. Licensee authorizes Licensor to bill the credit card information provided for payment of the Subscription;

b. Licensee shall provide complete and accurate credit card information as required to process payment;

c. If Licensee's Subscription reaches its expiration date and Licensee does not provide notice of non-renewal, Licensee authorizes Licensor to continue billing that credit card on file including extending the expiration date until Licensor is notified by Licensee or the credit card company that the account is no longer valid.

5. UPDATES AND MODIFICATIONS

1. Licensor may provide Software updates or modifications, including, but not limited to for legal or technical reasons including to revise, improve and/or optimize the Software. Such updates or modifications may delete or change the nature of features or other aspects of the Software, including functions Licensee may rely upon. Licensor will use commercially reasonable efforts to provide updates/modifications that do not materially reduce the level of performance, functionality, or security of the Software. Licensee acknowledges and agrees that updates/modifications may occur at Licensor's sole discretion and that Licensor may condition continued use of the Software upon Licensee's complete installation or acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the Software for purposes of this Agreement.

2. LICENSEE SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR LOSSES ARISING FROM LICENSEE'S FAILURE TO INSTALL AND USE THE MOST RECENT VERSION OF THE SOFTWARE AS LICENSOR MAKES THEM AVAILABLE. NOTWITHSTANDING THE FOREGOING, LICENSOR MAY REQUIRE AN UPDATE IN ORDER TO COMPLY WITH APPLICABLE LAWS OR LEGAL OBLIGATIONS AND LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES ARISING FROM LICENSEE'S FAILURE TO INSTALL OR ACCEPT ANY UPDATE OR PATCH THAT LICENSOR MAKES AVAILABLE.

6. CONFIDENTIAL INFORMATION

1. Each party agrees: (i) that it will use reasonable efforts (which shall be no less than the efforts used to protect its own Confidential Information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized in writing by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to Licensor, Confidential Information includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a

reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, specifications, and the commercial terms (including pricing), and any other proprietary, financial or business information. As to Licensee, Confidential Information includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software and any data uploaded to the Software by Licensee.

2. Confidential Information shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. It shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

7. OWNERSHIP; FEEDBACK

1. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Licensor and its suppliers, if any, have and will retain all rights, title and interest in and to the Software (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Licensee acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Licensee under this Agreement or otherwise. Except to the extent such constitutes improvements, or modifications to, or derivative works of, the Software or any future builds or versions thereof, Licensor does not claim any ownership in the results, reports, draft or final documents created by Licensee or its Affiliates in connection with Licensee's or its Affiliates' use of the Software, whether or not having patent copyright, trade secret or other associated statutory rights associated therewith.

2. **Feedback.** Licensee may provide Feedback from time to time during the term of the Agreement. All such Feedback are provided "AS IS." Licensee hereby grants to Licensor a non-exclusive, royalty-free, perpetual, irrevocable license under all Feedback and all intellectual property rights therein, to copy, use and modify

such Feedback and to make, have made, use, import, offer to sell and sell products and services incorporating such Feedback.

8. TERM; RENEWALS; TERMINATION; SUSPENSION

1. This Agreement is effective as of the Start Date and expires on the day that the Subscription Term for the applicable Software licensed hereunder has expired. Software is licensed on a Subscription basis. The initial term of any Subscription shall be twelve (12) months commencing on the date specified on the applicable Order Form ("Start Date"). If no Subscription Start Date is specified on the applicable Order Form, the Start Date shall be the date when Licensor delivers to Licensee the final Activation Key for the Software (collectively "Start Date"). The Subscription shall remain in effect for an initial period of one (1) year, and thereafter shall automatically renew for successive periods of one (1) year, unless terminated in accordance with this Section 8.

2. Either party shall have the right to terminate this Agreement, at the end of any Subscription Term upon written notice, which shall be given to the other party at least thirty (30) days prior to the expiration of the Subscription Term.

3. Either party shall have the right to terminate this Agreement (including all related Order Forms): (a) as to Licensor, if Licensee fails to timely pay all fees in accordance with the provisions of Section 4 hereof; (b) upon material breach of any of the provisions of this Agreement and the breaching party fails to cure such breach within thirty (30) days after written notice of such breach; (c) if the other party ceases operation without a successor; or (d) if the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days thereafter). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

4. Within five (5) days after termination of this Agreement, Licensee will return to Licensor the Software in the form provided by Licensor or as modified by the Licensee, or upon request by Licensor destroy the Software and all copies of the Software, and promptly certify in writing that they have been destroyed. Upon such termination, Licensor shall have the right to remotely deactivate any such Software subject to Subscription License hereunder. Without limiting any of the above provisions, in the event of termination resulting from Licensee's failure to comply with any of its obligations under this Agreement, the Licensee shall continue to be obligated for any payments owed to Licensor. Termination of the

Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.

5. Licensor may suspend the Licensee's or temporarily disable access to all or part of the Software in the event of any suspected violation of the Agreement, illegal activity or requests by law enforcement or other government agencies. Objections to suspension or disabling of accounts should be made to [support@statsols.com] within thirty (30) days of notification of the suspension or disabling. Licensor may terminate a suspended or disabled account after thirty (30) days.

6. All provisions of this Agreement that require or that can reasonably be inferred by their terms to survive the termination or expiration of this Agreement shall so survive.

9. AUDITS

1. To ensure compliance with this Agreement, Licensee agrees that upon reasonable notice, Licensor or Licensor's authorized representative shall have the right to inspect and audit Licensee's use of the Software. Any such inspection or audit shall be conducted during regular business hours at Licensee's facilities or electronically, either by Licensor or by representatives authorized by Licensor for this purpose. If such inspections or audits disclose that Licensee has installed or permitted access to the Software in a manner that is not permitted under this Agreement, then (i) Licensee is liable to pay for any unpaid Subscription fees as well as the reasonable costs of the audit; and (ii) at Licensor's sole option, Licensor may immediately terminate the Subscription License grant with respect to the Software. Any information obtained by Licensor or Licensor's authorized representative during the course of such inspection and audit will be used and disclosed by Licensor solely for purposes of such inspection and audit and for enforcement of Licensor's rights under this Agreement and applicable law, unless other uses or disclosures are required under applicable law. Nothing in this Section 9 shall be deemed to limit any legal or equitable remedies available to Licensor for violation of this Agreement or applicable law.

10. LIMITED WARRANTY; REMEDY; AND DISCLAIMER

1. Licensor warrants that for thirty (30) days after purchase of Subscription by the Licensee, Software shall substantially perform in accordance with the accompanying Documentation.

2. Exclusions. The above warranty shall not apply: (a) if the Software is used with hardware or software not specified in the Documentation; (b) if any

modifications are made to the Software by Licensee or any third party; (c) to defects in the Software due to accident, abuse or improper use by Licensee; (d) to items provided on a no charge, trial or evaluation basis; or (e) versions of the Software that are more than three (3) years old, calculated from the initial release date of same, or versions of the Software that are more than three (3) versions behind the most current version available from Licensor, whichever may be older.

3. **LICENSEE'S SOLE AND EXCLUSIVE REMEDY** for a failure of Software to substantially perform in accordance with the Documentation is for the Licensee to provide written notice to Licensor describing the non-performance in reasonable detail within thirty (30) days of purchase of the Subscription License. Licensor's sole obligation within a reasonable time after receiving notification of non-performance shall be, at Licensor's option to:

   a. Correct demonstrable and significant program errors.
   b. Provide the Licensee with functionally equivalent software, or
   c. Provide or authorize a refund.

4. EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO THE SOFTWARE, LICENSOR DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS PROVIDED "AS-IS". THERE IS NO WARRANTY OF NON-INFRINGEMENT AND TITLE OR QUIET ENJOYMENT. LICENSOR DOES NOT WARRANT THAT (A) THE SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, OR SECURE (B) THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY LICENSEE FROM THE WEBSITE FROM LICENSOR OR ITS AFFILIATES WILL MEET LICENSEE'S EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THE SOFTWARE IS NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS. LICENSOR DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THOSE MADE BY DISTRIBUTORS OF LICENSOR'S SOFTWARE, BUT DOES ATTEMPT TO DISCLAIM OR EXCLUDE LIABILITY FOR PERSONAL INJURIES WHERE THE LICENSOR HAS AN OBLIGATION FOR SAME UNDER LAW. LICENSEE EXPRESSLY UNDERSTANDS AND AGREES THAT THE USE OF THE SOFTWARE IS AT THE SOLE RISK OF THE LICENSEE AND LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO LICENSEE'S COMPUTER SYSTEM OR LOSS OF DATA.

11. LIMITATION OF LIABILITY

1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

2. EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER FOR ACTUAL OR DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE AMOUNT LICENSEE PAID LICENSOR FOR THE SOFTWARE IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE LIMITATIONS IN THIS SECTION 11.2 SHALL NOT APPLY TO: (A) THIRD PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 12; (B) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (C) AN INDIVIDUAL'S DEATH OR BODILY INJURY THAT IS RELATED TO A PARTY'S GROSS NEGLIGENCE; OR (D) LICENSEE'S OBLIGATION TO PAY ALL FEES DUE UNDER THIS AGREEMENT.

3. THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A MODIFICATION OF THESE PROVISIONS WOULD AFFECT SUBSTANTIALLY THE FEES CHARGED BY LICENSOR. IN CONSIDERATION OF THESE FEES, LICENSEE AGREES TO THIS ALLOCATION OF RISK AND HEREBY IRREVOCABLY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

12. INDEMNIFICATION

1. **By Licensee.** Licensee shall defend, indemnify and hold harmless, Licensor, its Affiliates, employees, contractors, and agents against all damages, losses, fines or expenses (including attorney's fees and costs) arising out of or relating to any third-party claims regarding (a) End User Data; or (b) Licensee's, its Affiliates, employees, contractors or agents use, possession or operation of the Software.

2. **By Licensor.** Licensor shall defend, indemnify and hold harmless Licensee from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Licensee by a third party based upon Licensee's use of the Software in accordance with the Documentation and terms of this

Agreement, provided that Licensor shall have received from Licensee: (i) prompt written notice of such claim (but in any event notice in sufficient time for Licensor to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Licensee. If Licensee's use of any of the Software is, or in Licensor's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Licensor may, in its sole discretion: (a) substitute for the Software functionally similar software and documentation; (b) procure for Licensee the right to continue using the Software; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Licensee the pro-rata portion of the unused Subscription fees paid by Licensee to Licensor. The foregoing indemnification obligation of Licensor shall not apply: (1) if the Software is modified by any person other than Licensor; (2) if the Software is combined with other non-Licensor products or processes not authorized in writing by Licensor; (3) to any unauthorized use of the Software; or (4) to any unsupported release of the Software. THIS SECTION 12 SETS FORTH LICENSOR'S AND ITS SUPPLIERS' SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

13. DATA PROTECTION

1. Each of the parties shall observe all of their respective obligations under all legislation and regulations relating to the protection of personal data that arise in connection with this Agreement. The parties acknowledge that Licensee will not be disclosing or transferring personal data to Licensor and that Licensor will not be processing personal data on behalf of Licensee.

14. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND

1. This Software and the Documentation are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013 (c)(1)(ii)(OCT 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14, as applicable. Manufacturer: Statistical Solutions Limited.

15. GENERAL

1. **Assignment.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the advance written consent of the other party, except that Licensor may assign this Agreement in connection with a merger,

reorganization, acquisition or other transfer of all or substantially all of its assets or voting interests. Additionally, Licensor may subcontract the provision of the Software under this Agreement in whole or in party to a Licensor Affiliate. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 15.1 will be null and void.

2. **Governing Law and Venue.** This Agreement shall be governed by the laws of Ireland without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The parties agree and hereby submit to the exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the Irish Court.

3. **Severability.** If any of the provisions, or portion thereof, of this Agreement is invalid under any applicable statute of law, they are to that extent to be deemed omitted.

4. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all oral, promotional or advertising presentations. Licensee acknowledges that Licensor offers software-based products and that, in order to provide improved customer experience, Licensor may make changes to the Software or Documentation. In such event, Licensor will update the Documentation accordingly. All pre-printed or standard terms of any Licensee purchase order or other business processing document are hereby rejected and will have no force or effect, regardless of the date it is delivered or processed.

5. **Amendments; Waivers.** This Agreement may not be modified except in writing signed by an authorized representative of Licensor.

6. **Notices.** Any notice hereunder shall be in writing to the notice address set forth below and shall be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered U.S. mail (return receipt requested); (c) three (3) days after it is received if sent by next day delivery, signature required, by a major commercial delivery service; or (d) by email, on the date of the device from which the sender sent the email provided that the sender did not receive an automated response indicating the email was not delivered.

   If Licensee has any questions about this Agreement or wishes to contact Licensor for any reason, please write to Licensor at the following address:

   Statistical Solutions Limited
   225 Franklin St.
   Fl. 26.
   Boston, MA 02110

United States of America
Attention: Legal Department

7. The prevailing party in the legal action brought to construe the terms of or enforce this Agreement shall be entitled to reasonable legal fees and costs.

8. Under no circumstances shall this Agreement or any of the rights granted to Licensee hereunder be sold, assigned or sub-licensed, voluntarily or by operation of law, to any other person or entity, and any such purported sale, assigned or sublicenses shall be void.

9. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any pandemic, strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.

11. **Export Compliance.** Licensee acknowledges that the Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Licensee shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the Software: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Licensee agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

12. **Publicity.** Licensor shall have the right, at its own expense to refer to Licensee and to provide a factual description of the Software provided under this

Agreement and to reproduce, publicly display, and otherwise use Licensee's logo(s) in Licensor's list of references, promotional materials (including on Licensor's website), internal business planning documents, annual report to stockholders, and whenever necessary to comply with generally accepted accounting principles or applicable laws.

13. **Binding Effect; No Third-Party Beneficiaries.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their legal successors. Nothing in this Agreement shall be construed as granting to any person whatsoever, other than the parties hereto and their respective successors and permitted assigns, any remedy, claim or other privilege or right under or in respect of this Agreement or any provision hereof.