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YOUR EMPLOYER MAY HAVE ENTERED INTO A MASTER WRITTEN LICENSE AGREEMENT WITH SOTERO WHICH GOVERNS THE USE OF THE SOFTWARE. SUCH WRITTEN AGREEMENT MAY GOVERN YOUR USE OF THE SOFTWARE AND TAKES PRECEDENCE OVER THIS SUBSCRIPTION AGREEMENT. AS USED IN THIS SUBSCRIPTION AGREEMENT, THE TERM “YOU” MEANS YOU AND/OR YOUR EMPLOYER AS APPLICABLE.

IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS CONTAINED HEREIN, YOU AND SOTERO HEREBY AGREE AS FOLLOWS:

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- TERM AND TERMINATION.** The term of this Agreement is the subscription term specified on the Order Form, which will automatically renew for the same period unless You provide written notice of Your intent not to renew at least 90 days prior to the end of the then current license term. This Agreement may be terminated by Sotero if You breach this Agreement and fail to cure such breach within ten (10) days or receipt of notice of the breach from Sotero. You may not terminate this Agreement or any Order Form for convenience.
- RESTRICTIONS; PROPRIETARY RIGHTS; FEEDBACK.** You shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Software or Documentation; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software. The Software is the proprietary intellectual property of Sotero that contains trade secrets and is protected by copyright law. Subject to any license granted hereunder, Sotero

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4. **CONFIDENTIALITY.** Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder), copy or use for purposes other than the performance of this Agreement, any information which relates to the other party's business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement ("Confidential Information") and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information.

5. **YOUR DATA AND PRIVACY.** The Software will be located behind Your or Your cloud provider's firewall, and, as a result, Sotero will not have access to Your data ("Customer Data"). Nevertheless, Sotero is committed to having technical, administrative, and system safeguards in place to secure any Customer Data that You provide to us in connection with this Agreement. Sotero has implemented industry standard procedures, practices and infrastructure to protect all Customer Data. Sotero handles and protects all Customer Data, including personally identifiable information, in compliance with all applicable data protection laws and in accordance with the additional terms contained in the Sotero Privacy Policy located at <https://www.sotero.com/privacy-policy/>, which is an integral part of this Agreement. If You have any questions regarding the handling and protection of Customer Data or the Sotero Privacy Policy, please contact us at [privacy@sotero.com](mailto:privacy@sotero.com).

6. **WARRANTY AND DISCLAIMER.** Sotero represents and warrants that the Software will substantially conform to the Documentation during the Warranty Period, which shall mean the applicable subscription term. If You notify Sotero in writing of a nonconformity of Software during the Warranty Period, Sotero will, at its option and expense, (a) correct any nonconformities in the Software that cause the Software to fail to conform to the Documentation, or (b) provide to You a pro rata refund of any prepaid but unutilized Fees applicable to the non-conforming Software for the remainder of the subscription term and terminate the license for the nonconforming Software. The limited warranty set forth in this Section shall be void if the Software nonconformity is caused by (i) the use or operation of the Software with an application or in an environment other than that specified in the Documentation, (ii) modifications to or customizations of the Software without the express written authorization of Sotero, (iii) accident, disaster or event of force majeure, (iv) misuse, fault or negligence of or by Customer, (v) use of the Software in a manner for which it was not designed, (vi) causes external to the Software such as, but not limited to, Your or third party environment, systems, hardware or software. THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION 6 REPRESENT SOTERO'S SOLE WARRANTY AND CUSTOMER'S SOLE REMEDY IN THE EVENT OF BREACH OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, SOTERO MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

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THE CUMULATIVE LIABILITY OF SOTERO TO YOU FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO SOTERO UNDER THE APPLICABLE ORDER FORM WITHIN THE YEAR PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL SOTERO OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SOTERO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IS NEGLIGENT.

## **8. GENERAL.**

8.1 Entire Agreement. This Agreement is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms and Conditions conflict with any of the terms or conditions of any Order Form or Statement of Work, then, unless otherwise provided herein, the terms and conditions of such Order Form or Statement of Work will control solely with respect to the Software covered by such Order Form or Statement of Work. Any purchase orders issued by You shall be deemed to be for your convenience only and, notwithstanding acceptance of such orders by Sotero, shall in no way change, override, or supplement this Agreement.

8.2 Waiver. Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

8.3 Independent Contractor. The relationship between Sotero and You is that of independent contractors. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venture, employer or employee of the other party.

8.4 Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party, to Sotero Inc., 99 S Bedford Street, Suite 106, Burlington, MA 01803, USA [legal@sotero.com](mailto:legal@sotero.com), Attn: Legal Counsel. Notices shall be effective upon their receipt by the party to whom they are addressed.

8.5 Assignment. This Agreement may not be assigned by You without Sotero's prior written consent.

8.6 Compliance with Laws. Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection, privacy and disclosure of data and information.

8.7 Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

8.8 Governing Law and Disputes. This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles, and shall be subject to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts, and each party consents to the exclusive personal jurisdiction and venue of such courts.

8.9 Publicity. You agree to participate in marketing activities which may include (a) participation in a press release following the execution of this Agreement naming You as a customer of Sotero, as well as upon successful implementation, (b) allowing Your name to be used on a website and in sales materials and user literature, which references Sotero's customers generally, and (c) the use of Your name, without endorsement, in a listing of Sotero's other customers. You will also make reasonable efforts to, upon Sotero's prior reasonable request, serve as a reference account and to participate in case studies and other promotional activity.

8.10 Survival. Sections 3 through 8 of this Agreement shall survive any termination hereof.