

Master Subscription Agreement
Version Date: April 2026

This Master Subscription Agreement (this "**Agreement**") is entered into between Instem LSS Limited or its Affiliate that has issued a Transaction Document (as applicable, "**Instem**") and the client entity identified on the Transaction Document ("**Client**"). Instem and Client are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

"**Transaction Document**" means an ordering document issued or accepted by the Parties (e.g., an Order, SOW, Quotation accepted by Client, Purchase Order issued by Client, as those terms are used herein) or an online order specifying the Offerings acquired by Client, including any addenda and supplements thereto.

THIS AGREEMENT GOVERNS THE PROVISION OF THE OFFERINGS TO CLIENT VIA ANY TRANSACTION DOCUMENT, UNLESS SUCH TRANSACTION DOCUMENT IS EXPLICITLY GOVERNED BY A SEPARATE, SIGNED MASTER AGREEMENT BETWEEN THE PARTIES. BY ACCEPTING THIS AGREEMENT, WHICH ACCEPTANCE OCCURS ON THE EARLIER OF THE DATE CLIENT CLICKS A BOX TO INDICATE ACCEPTANCE, DOWNLOADS, INSTALLS, OR USES THE OFFERINGS, SIGNS A TRANSACTION DOCUMENT THAT INCORPORATES THIS AGREEMENT, ISSUES A PURCHASE ORDER FOR OFFERINGS, OR ACCEPTS A QUOTATION FROM INSTEM FOR OFFERINGS ("**EFFECTIVE DATE**"), CLIENT CONSENTS TO BE BOUND BY THESE TERMS FOR ALL TRANSACTION DOCUMENTS NOT GOVERNED BY A SEPARATE SIGNED MASTER AGREEMENT. IF THE PERSON ACCEPTING THIS AGREEMENT DOES SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THAT PERSON REPRESENTS AND WARRANTS THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT LACKS SUCH AUTHORITY OR DOES NOT AGREE WITH THESE TERMS, THEY MUST NOT ACCEPT THIS AGREEMENT OR DOWNLOAD OR USE THE OFFERINGS. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

As applicable, the following Addenda (as updated by Instem from time to time) apply when the relevant Offering is purchased via a Transaction Document and are incorporated by reference into this Agreement:

- Maintenance Services Addendum
- Professional Services Addendum
- Data Processing Addendum

1. Offerings; Orders and Statements of Work

1.1 Offerings. The Instem offerings governed by this Agreement include:

1.1.1 Licensure of On-Premise Software (as defined in Section 2.1);

1.1.2 Hosting of such On-Premise Software via the Managed Hosting Add-On (as defined in Section 4.1);

1.1.3 Subscription-based access to Software (as defined in Section 2.3) or Third-Party Software (as defined in Section 3.1) as a Hosted Service (as defined in Section 3.1);

1.1.4 Sale of physical or other tangible Goods (as defined in Section 6.1);

1.1.5 Maintenance Services (as defined in Section 11); and/or

1.1.6 Professional Services (as defined in Section 1.3)

(subclauses (1.1.1) through (1.1.6) referred to herein as the "**Offerings**").

The type of Offering shall be determined by the applicable Transaction Document.

1.2 Orders. An "**Order**" is a type of Transaction Document, typically issued by Instem and executed by both Parties (or issued by Instem as a quotation accepted by Client via a Purchase Order), used specifically for the purchase of On-Premise Software licenses, Hosted Service subscriptions, Managed Hosting Add-Ons subscriptions, Goods, and Maintenance Services. Each Order shall specify the particular Offerings acquired by Client, along with applicable quantities, license or subscription metrics (including the number of Named Users (as defined in Section 5.1), if applicable), identification of the specific Software or Third-Party Software provided as part of any Hosted Service, hosting environments (if applicable), delivery locations for Goods, Fees (as described in Section 7), payment schedules, terms (e.g., license term, subscription term), its effective date, and other relevant transaction-specific details.

1.3 Statements of Work. A "**SOW**" or "**Statement of Work**" is a type of Transaction Document, typically executed by both Parties, used specifically to describe any installation, implementation, customization, training or other consulting or professional services ("**Professional Services**") as provided pursuant to the Professional Services Addendum and specified in a SOW to be performed by Instem, including scope, deliverables, assumptions, Fees, expenses, and its effective date.

1.4 Governance. Each Transaction Document is governed by the terms and conditions of this Agreement and the specifics contained within such Transaction Document, unless the Transaction Document is explicitly governed by a separate, pre-existing, signed and valid master agreement between the Parties.

1.5 Affiliates. "**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party. "**Control**," for this definition, means the direct or indirect power to direct the management and policies of an entity through ownership of interests entitled to more than 50% of the votes or through a controlling vote on the board of directors or similar governing body, but only while that Control relationship exists. Instem may use its Affiliates to perform its obligations under this Agreement or any Transaction Document. Any Affiliate of either Party may execute a Transaction Document. In such case, solely for

the purpose of that Transaction Document, all references herein to Client or Instem means the respective Affiliate executing the Transaction Document, and such Affiliate assumes the rights and obligations of the Party under that Transaction Document.

1.6 **Conflict.** If any term in a Transaction Document conflicts with this Agreement, the terms of this Agreement shall control, unless the Transaction Document explicitly identifies the conflicting provision in this Agreement and expressly states that the conflicting term in the Transaction Document prevails solely for that specific Transaction Document. Client purchase orders or other standard client ordering documents are acknowledged only for administrative convenience (e.g., PO number), and any terms therein that add to, vary from, or conflict with this Agreement or the applicable Order or SOW are expressly rejected and shall be void.

2. **On-Premise Software License.** If the applicable Transaction Document contemplates the sale or license of an On-Premise Software License, then:

2.1 **License Grant.** Subject to Client's compliance with this Agreement and the applicable Order, Instem grants Client a non-exclusive, non-transferable, non-sublicensable license, during the license term specified in the Order and solely up to the license quantity or other metrics specified therein, to install and use the specific software identified as such in the Order ("**On-Premise Software**") solely for Client's internal business operations. Client may make one (1) copy of the On-Premise Software solely for archival and backup purposes, provided such copy includes all original proprietary notices.

2.2 **Restrictions.** Client shall not, and shall not permit any third party to: (a) assign, sublicense, rent, lease, sell, distribute, or otherwise transfer the On-Premise Software or use it in a service bureau, hosting, or outsourcing environment, except where Client procures the Managed Hosting Add-On from Instem pursuant to Section 4 under an applicable Order; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the On-Premise Software (except to the extent applicable law specifically permits such activity notwithstanding this limitation); (c) modify, translate, or create derivative works based on the On-Premise Software; (d) use the On-Premise Software for purposes of competitive analysis or the development of a competing product; or (e) remove, alter, or obscure any proprietary notices on the On-Premise Software or Documentation (as defined in Section 9.1).

2.3 **Software.** "**Software**" means the software applications, code, technology, and related intellectual property owned or licensed by Instem which are made available to Client under an Order, whether as: (a) On-Premise Software licensed for installation under Section 2.1, or (b) the specific applications utilized by Instem to provide the Hosted Service under Section 3.1 (which may be different applications or versions than those offered as On-Premise Software). This includes, without limitation, (i) any Updates and Upgrades (as defined in the Support Services Addendum) thereof provided by Instem under Maintenance Services or as part of the Hosted Service, and (ii) the underlying design, architecture, logic, user interface, workflow, know-how, and technology of the foregoing. Instem and its licensors reserve all rights not expressly granted to Client in this Agreement.

3. **Hosted Service Provision.** If the applicable Transaction Document contemplates a subscription to a Hosted Service, then:

3.1 **Provision of Hosted Service.** Subject to Client's compliance with this Agreement and the applicable Order, Instem shall provide Client with access to the specific Software or third-party software applications identified in the Order ("**Third-Party Software**"), provided on a subscription basis over the internet as a hosted service ("**Hosted Service**"). Instem will host the Software or Third-Party Software, as applicable, on infrastructure managed by Instem or its authorized hosting provider. The general terms applicable to the use of the Hosted Service are set forth in Section 5.

3.2 **Specific Terms Applicable to Third-Party Software.** When the Hosted Service comprises Third-Party Software:

3.2.1 **Third-Party Terms.** Client's and its Named Users' access to and use of such Third-Party Software is additionally subject to the applicable end-user license agreements, terms of service, and acceptable use policies imposed by the third-party provider ("**Third-Party Terms**"), which may be identified in the Order, Documentation, or otherwise provided by Instem. Client agrees to ensure its Named Users comply strictly with all applicable Third-Party Terms.

3.2.2 **Warranties and Liability.** Instem will use commercially reasonable efforts to pass through any warranties provided by the third-party provider to the extent permissible. Instem itself provides no warranties and assumes no liability whatsoever with respect to the underlying Third-Party Software provided as part of the Hosted Service, except to the extent any failure arises directly from Instem's gross negligence or willful misconduct in its provision of the hosting or related integration/support services expressly undertaken by Instem in the Order. The remedies available under Section 9.5.2 related to Hosted Service breaches do not apply to the underlying functionality of the Third-Party Software itself.

4. **Managed Hosting Add-On Provision.** If the applicable Transaction Document contemplates a Client purchasing the Managed Hosting Add-On for specific On-Premise Software licenses, as specified in the applicable Order, then:

4.1 **Provision.** Instem will host that licensed On-Premise Software on infrastructure managed by Instem or its authorized hosting provider, making such On-Premise Software available for Client's Named Users' remote access over the internet and use during the term specified in the Order for such add-on service ("**Managed Hosting Add-On**"). The general terms applicable to the use of the Managed Hosting Add-On are set forth in Section 5.

5. **General Terms for both Hosted Service and Managed Hosting Add-On**

5.1 **Access Rights and Named Users.** Subject to the terms of this Agreement and the applicable Order, Instem grants Client a non-exclusive, non-transferable, non-sublicensable right, during the applicable subscription or service term specified in the Order, for Client's Named Users (up to the number specified in the Order) to access and use the Hosted Service or the Managed Hosting Add-On, as applicable, solely for Client's internal business operations. "**Named Users**" means the maximum number of Client's employees and authorized third parties specified in an applicable Order who are permitted to use and access the Hosted Service or Managed Hosting Add-On during the subscription term, through an active, unique user account with a login and password, provided such parties use the Hosted Service or Managed Hosting Add-On solely for Client's business purposes in accordance with this Agreement. For the avoidance of doubt, if an Order limits use to a certain number of Named Users, then Client may replace a



Named User with another Named User from time to time, provided always that the then-current number of Named Users having access to the Hosted Service or Managed Hosting Add-On does not exceed the number set forth in the applicable Order.

5.2 **Client Responsibilities and Acceptable Use.** Client shall ensure its and its Named Users' use of the Hosted Service and Managed Hosting Add-On complies with this Agreement and applicable laws. Login credentials may not be shared between Named Users, and Client is responsible for all Named User acts and omissions. Client is responsible for managing access credentials and the legality of Client Data (as defined in Section 8.2) processed via the services. Client shall not transmit any unlawful, infringing, harmful, offensive, or otherwise objectionable material using the services. Instem reserves the right to disable access to any material breaching these provisions, and Client agrees to cooperate with Instem's enforcement efforts.

5.3 **General System Restrictions.** Client shall not, and shall not permit Named Users or others to: (a) attempt to interfere with or disrupt the integrity, security, or performance of the Hosted Service, Managed Hosting Add-On, or the data contained therein; (b) attempt to gain unauthorized access to the Hosted Service, Managed Hosting Add-On, or related systems or networks; or (c) perform, or allow third parties to perform, penetration testing of the Hosted Service or Managed Hosting Add-On without Instem's prior written consent. The restrictions set forth in Section 2.2(b)-(e) shall also apply to Client's use of the Software via the Hosted Service or Managed Hosting Add-On.

6. Goods

6.1 **Sale of Goods.** Instem shall sell to Client the physical hardware or other tangible items specified as such in an applicable Order ("**Goods**"). Descriptions and illustrations of Goods in Instem's marketing materials or literature are intended only as a general representation and do not form part of the agreement between the Parties for a specific transaction unless expressly incorporated into an Order.

6.2 **Storage and Use.** Client acknowledges that certain Goods may require specific storage conditions or handling procedures as detailed in accompanying Documentation or instructions. Client is responsible for ensuring proper storage and use. Instem is not liable for any damage, loss, or costs arising from Client's failure to properly store or handle the Goods, or from Client's use of incompatible equipment not supplied by Instem.

6.3 **Design Changes.** Instem reserves the right to make minor changes in the design or specification of Goods, provided such changes do not materially adversely affect their performance or functionality as described in the relevant Order or Documentation.

6.4 **Delivery Terms.** Unless otherwise specified in an Order, delivery of Goods shall be Ex Works (Incoterms 2020) Instem's specified facility. If Instem agrees to arrange carriage, it will do so as Client's agent, and all costs of transport, insurance, duties, and taxes beyond the Ex Works point are Client's responsibility. Any agreed delivery dates are estimates only; time of delivery is not of the essence. Instem may deliver Goods in installments. Instem is not liable for delivery delays caused by a Force Majeure Event (as defined in Section 17.7) or Client's failure to provide adequate delivery instructions. If Client fails to take delivery when tendered, Instem may store the Goods at Client's risk and expense or resell them and charge Client for any shortfall and associated costs.

6.5 **Risk and Title.** Risk of loss or damage to Goods passes to Client upon delivery in accordance with the applicable Incoterm specified in Section 6.4. Title to Goods passes to Client only upon Instem's receipt of full payment of the applicable Fees (defined in Section 7.1) for those Goods.

7. Fees; Expenses, Payments; Disputes and Taxes

7.1 **Fees and Expenses.** Client shall pay Instem the fees ("**Fees**") for the Offerings as specified in each applicable Transaction Document. Subscription Fees for Hosted Services comprising Instem's Software encompass the rights and services detailed in the Order or Documentation, including access for the specified Named Users, standard hosting, and included Maintenance Services (Section 11). Subscription Fees for Hosted Services comprising Third-Party Software cover the components detailed in the Order, which may optionally include specified Maintenance Services if purchased. Fees for other Offerings, such as On-Premise Software licenses, Managed Hosting Add-Ons, Goods, separately purchased Maintenance Services, and Professional Services, are as specified in the relevant Transaction Document. Client shall reimburse Instem for reasonable, actual, and pre-approved (where required by an SOW or Order) out-of-pocket costs and expenses incurred by Instem in performing Professional Services or fulfilling other obligations under a Transaction Document ("**Pass-Through Expenses**"). All Fees and payments shall be in the currency specified in the applicable Transaction Document ("**Currency**"). If Pass-Through Expenses are incurred by Instem in a different currency, Instem will convert such expenses to the Currency using the www.oanda.com exchange rate published on the date the expense was incurred by Instem.

7.2 **Payment Terms.** Unless otherwise specified in the applicable Transaction Document, Fees are due within thirty (30) days of the invoice date. Instem reserves the right to require payment in advance for Goods shipment. Instem may suspend performance or delivery if undisputed Fees are overdue. Payments shall be made to Instem via the method and to the account specified in the relevant invoice or as otherwise directed by Instem in writing.

7.3 **Invoice Disputes.** Client must notify Instem in writing of any good-faith dispute regarding an invoice item, providing specific details, within ten (10) business days of the invoice date. Client must pay all undisputed portions of the invoice when due. Items not disputed within this period are deemed accepted. The Parties shall cooperate in good faith to resolve disputed amounts promptly pursuant to Section 17.1. Any undisputed amount not paid when due will accrue interest at a rate of two percent (2%) per month or the maximum rate permitted by applicable law, whichever is lower, from the due date until paid in full.

7.4 **Taxes.** Fees and Pass-Through Expenses are exclusive of any sales, use, value-added, goods and services, withholding, or other similar taxes, levies, or duties imposed by any taxing authority ("**Taxes**"). Client is responsible for paying all applicable Taxes associated with its purchases under any Transaction Document, excluding only taxes based on Instem's net income. If Instem has a legal obligation to collect and remit Taxes for which Client is responsible, Instem will invoice Client for such Taxes,

and Client shall pay them, unless Client provides Instem with a valid tax exemption certificate authorized by the appropriate taxing authority.

8. Proprietary Rights

8.1 Instem Ownership. Instem and its licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Software, Documentation, Instem Intellectual Property (as defined in Section 8.3), the technology, architecture, and infrastructure used to provide the Managed Hosting Add-On and Hosted Service, and any modifications, enhancements, or derivative works of any of the foregoing. Client obtains no rights other than the specific licenses and access rights expressly granted under this Agreement and the applicable Transaction Document.

8.2 Client Ownership. Client owns and retains all right, title, and interest, including all intellectual property rights, in and to: (a) any data, information, content, or materials provided by Client to Instem or inputted by Client or its Named Users into the Software, Managed Hosting Add-On, or Hosted Service ("**Client Data**"); and (b) any improvements, modifications, and results derived from such Client Data that are developed or conceived by either Instem or Client (solely or jointly) resulting from the Services ("**Client Deliverables**"), solely to the extent that such Client Deliverables do not incorporate or contain any Instem Intellectual Property. Instem shall execute documents reasonably requested by Client (at Client's expense) to evidence Client's ownership of Client Deliverables.

8.3 Instem Intellectual Property. Notwithstanding anything to the contrary, Instem retains exclusive ownership of all rights, title, and interest in and to all intellectual property (including patents, copyrights, trademarks, trade secrets, know-how), software (including the Software), Documentation, inventions, methods, processes, tools, models, utilities, frameworks, templates, best practices, specifications, and other technology owned, developed, or licensed by Instem or its Affiliates prior to, or independent of, Instem's performance under this Agreement or any Transaction Document, even if utilized in providing services or deliverables hereunder ("**Instem Intellectual Property**"). Instem Intellectual Property also includes any improvements, modifications, or enhancements to the foregoing developed during the provision of services, unless expressly assigned to Client as a Client Deliverable in an SOW. Instem Intellectual Property constitutes Instem's Confidential Information. Client agrees to provide reasonable assistance (at Instem's expense) requested by Instem to perfect Instem's title in such intellectual property rights. Instem grants Client a non-exclusive, perpetual, royalty-free license to use any Instem Intellectual Property embedded in or necessary for the use of Client Deliverables, solely for Client's internal business purposes in conjunction with such Client Deliverables.

8.4 Usage Data and Analytics. Instem shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Offerings and related systems and technologies (including, without limitation, anonymized information concerning Client Data and data derived therefrom), and Instem may (a) use such information and data (provided that such data is aggregated and anonymized such that it does not identify Client or any individual) to improve and enhance the Offerings and for other development, diagnostic, and corrective purposes in connection with the Offerings and other Instem offerings, and (b) use such aggregated and anonymized data for the development and provision of analytics, benchmarks, services, tools, and insights.

9. Warranties; Remedies; and Disclaimers

9.1 On-Premise Software Warranty. Instem warrants that for a period of thirty (30) days from the date of delivery to Client, the On-Premise Software, when used as permitted under this Agreement and in accordance with its accompanying user manual and technical specifications ("**Documentation**"), will perform in substantial accordance with such Documentation.

9.2 Hosted Service / Managed Hosting Add-On Warranty. Instem warrants that during the applicable subscription or add-on service term specified in the relevant Order, (a) the Hosted Service (excluding the underlying functionality of Third-Party Software as stated in Section 3.2.2) and the Managed Hosting Add-On service will perform materially in accordance with the applicable Documentation; and (b) Instem will use virus scanning and other generally accepted practices in Instem's industry designed to ensure that the Hosted Service or Managed Hosting Add-On, as delivered by Instem, is free of known viruses, trojans, and similar destructive elements intended to damage or permit unauthorized access to networks, computers, or data.

9.3 Goods Warranty. Client will have five (5) business days from delivery to visually inspect the Goods for any defects or damage. If Client notifies Instem in writing of any such issues within that period, Instem will, at its discretion, repair or replace the affected Goods. If no notice is given during the inspection period, Client will receive only the warranty, if any, provided by the original manufacturer and passed through by Instem.

9.4 Professional Services Warranty. Instem warrants that it will perform the Professional Services specified in an SOW in a professional and workmanlike manner, consistent with generally accepted industry standards, and that any Client Deliverables will conform in all material respects to the specifications set forth in the applicable SOW. Client must report any alleged breach of this warranty within thirty (30) days from the completion date of the specific Professional Services or delivery of the specific Client Deliverable detailed in the applicable SOW.

9.5 Remedies. If Client notifies Instem in writing of a breach of a warranty in this Section 9 within the applicable warranty period, providing reasonable detail of the alleged non-conformity, and reasonably cooperates with Instem's investigation, Instem's sole liability and Client's exclusive remedy will be as follows:

9.5.1 For On-Premise Software warranty claims (Section 9.1): Instem will use commercially reasonable efforts to correct the non-conforming On-Premise Software so that it performs in substantial accordance with the Documentation. If Instem is unable to correct the non-conformity within a reasonable time, Instem may, at its option, replace the affected On-Premise Software or terminate the license for the non-conforming On-Premise Software and refund the license Fees paid by Client specifically for that non-conforming license, along with any prepaid, unused fees for Maintenance Services (if purchased under Section 11.1.1) applicable thereto.

9.5.2 For Hosted Service / Managed Hosting Add-On warranty claims (Section 9.2): Instem will use commercially reasonable efforts to correct the non-conforming service (Hosted Service or Managed Hosting Add-On, excluding underlying Third-Party Software functionality issues per Section 3.2.2) to meet the warranty standard. If Instem determines, in its



reasonable discretion, that it cannot correct such breach, Instem may terminate the affected Order for the specific non-conforming Hosted Service or Managed Hosting Add-On, and Instem will refund any prepaid, unused Fees applicable to the terminated portion of the subscription or service term following the effective date of termination.

9.5.3 For Goods warranty claims (Section 9.3): For defective Goods manufactured by Instem, Instem's liability is limited, at Instem's option, to repairing the defective Goods, replacing the defective Goods, or refunding the Fees paid for the defective Goods, provided Client follows Instem's return materials authorization (RMA) process, returns the defective Goods if requested (Instem will cover return shipping costs if the claim is validated), and the defect was not caused by misuse, accident, modification, or improper environment.

9.5.4 For Professional Services warranty claims (Section 9.4): Instem will use commercially reasonable efforts to re-perform the specific deficient Professional Services or correct the specific non-conforming Client Deliverable to meet the warranty standard. If Instem determines, in its reasonable discretion, that it cannot substantially correct a material deficiency, Instem may, at its option, terminate the applicable SOW and refund the portion of Fees paid specifically for the deficient Professional Services or non-conforming Client Deliverable.

9.6 **Warranty Exclusions.** The warranties in this Section 9 do not cover non-conformities or issues resulting from: (a) use of the Software, Hosted Service, Managed Hosting Add-On, or Goods in combination with any hardware, software, data, or systems not supplied or approved in writing by Instem, if the issue would not have occurred but for such combination; (b) any modification to the Software or Goods not made by Instem; (c) use of the Software, Hosted Service, Managed Hosting Add-On, or Goods other than as permitted by this Agreement or the Documentation; (d) Client's failure to implement updates, patches, or new versions provided by Instem that would have corrected the non-conformity; (e) misuse, accident, negligence, or abuse; or (f) Client Data or Client-provided instructions. Instem is not responsible for any problems caused by any software, hardware, technology, or other item not made available by Instem. Client assumes responsibility for selecting the Offerings to achieve its intended results and for the results obtained therefrom.

9.7 **Client Representations and Warranties.** Client represents and warrants that it: (a) has the legal power and authority to enter into this Agreement; (b) has all necessary rights, permissions, and licenses to provide Instem with all Client Confidential Information and Client Data ("**Client Materials**"), and that Instem's use of such Client Materials as contemplated by this Agreement and the applicable Transaction Document will not infringe, misappropriate, or otherwise violate any privacy rights or interests of any third party; and (c) will not provide Instem with any information related to an individual's health, including "protected health information" as defined under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009, or cause Instem to violate any health-related privacy or data privacy laws.

9.8 **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 9.1 THROUGH 9.4, THE OFFERINGS AND CLIENT DELIVERABLES ARE PROVIDED "AS IS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, INSTEM DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND THOSE ARISING FROM COURSE OF DEALING OR TRADE PRACTICE. INSTEM DOES NOT WARRANT THAT THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. INSTEM IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, OR INTEGRITY OF ANY CLIENT DATA OR FOR THE RESULTS OR REPORTS GENERATED THEREFROM. CLIENT IS SOLELY RESPONSIBLE FOR VALIDATING ALL DATA, REPORTS, AND OUTPUTS CREATED OR USED WITHIN THE OFFERINGS. CLIENT ACKNOWLEDGES THAT THE OFFERINGS ARE INTENDED TO SUPPLEMENT, NOT SUBSTITUTE FOR CLIENT'S OWN MEDICAL, REGULATORY, OR PROFESSIONAL JUDGMENT. CLIENT REMAINS SOLELY RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, AND CONTENT OF ITS PRODUCT INFORMATION AND ENSURING SUCH INFORMATION COMPLIES WITH ALL APPLICABLE LAWS AND REGULATORY REQUIREMENTS.

10. Confidentiality

10.1 **Definition. "Confidential Information"** means documents, data, and information that relates to the business, operations, products, or plans, disclosed by or on behalf of a Party ("**Discloser**") to the other Party ("**Recipient**") that is marked confidential, identified as confidential at disclosure and confirmed in writing, or that a reasonable person would understand to be confidential. Instem's Confidential Information includes Instem Intellectual Property, Software, Documentation, and any Software test results. Client Data constitutes Client's Confidential Information. Client must use Instem Confidential Information solely to use the Offerings under this Agreement. If Confidential Information contains internal standard operating procedures, Recipient may only view it on Discloser's premises or secure portal; no portion may be copied. This Section applies to all Confidential Information exchanged during the term of any Transaction Document, including before, during, or after a bid defense or request for proposal.

10.2 **Protection of Confidential Information.** The Recipient will not disclose Confidential Information, except to authorized employees, representatives, agents, and contractors ("**Representatives**") (excluding competitors) who need to know it for this Agreement and are bound by confidentiality terms at least as protective as herein. The Recipient will use at least the same degree of care as for its own confidential information, but no less than commercially reasonable care, and will inform Representatives having access of its confidential nature. The Recipient must promptly notify the Discloser of any suspected unauthorized access, use, or disclosure or any loss or alteration of the Discloser's Confidential Information and cooperate with the Discloser's reasonable requests in investigating and addressing the incident.

10.3 **Exclusions.** Notwithstanding the foregoing, the Recipient has no obligation of confidentiality with respect to any information it demonstrates by written documentation: (a) was already lawfully known to the Recipient at the time of disclosure; (b) is or subsequently becomes publicly available through no wrongful act of the Recipient; (c) is disclosed or provided to the Recipient by a third party lawfully without restriction and without having violated any confidentiality agreement of any Party; or (d) is developed independently by the Recipient without using or accessing the Discloser's Confidential Information.

10.4 **Compelled Disclosure.** The Recipient may disclose Confidential Information of the Discloser if required by law, court, or regulatory order; provided, however, that Recipient first, to the extent permitted by law, gives the Discloser prompt written notice and reasonably cooperates with its efforts to obtain a suitable protective order, at the Discloser's sole cost. If such an order is

not obtained, or the Discloser waives the non-disclosure obligation, the Recipient may disclose the portion of Confidential Information that, based on advice of counsel, is subject to the disclosure requirement.

10.5 Return or Destruction. Upon Discloser's written request, Recipient must promptly return or destroy (at its option) all Confidential Information, except for routine electronic backups or information legally required to be retained or needed for continuing obligations hereunder. All retained Confidential Information remains subject to this Section 10.

10.6 Term of Confidentiality. The obligations under this Section 10 shall remain in effect for a period of three (3) years from the date of disclosure of the Confidential Information, except for trade secrets, which shall remain subject to these obligations for so long as they qualify as trade secrets under applicable law.

11. Maintenance and Support Services

11.1 Provision and Scope. Instem provides standard technical support, updates, patches, and new versions ("**Maintenance Services**") for its Software, delivered differently depending on the Offering:

11.1.1 For On-Premise Software: Maintenance Services are optional. If Client wishes to receive Maintenance Services for specific On-Premise Software licenses, Client must purchase these services separately under an Order for the term specified therein. If purchased, Instem will provide Maintenance Services for such On-Premise Software according to the terms herein and the Maintenance Service Addendum. The Managed Hosting Add-On service (Section 4.1) does not include Maintenance Services for the underlying On-Premise Software; these must still be purchased separately if desired.

11.1.2 For Hosted Service (comprising Instem's Software): Maintenance Services are included as part of the Subscription Fee.

11.1.3 For Hosted Service (comprising Third-Party Software): Technical support, updates, patches, and new versions for the underlying Third-Party Software are provided by Instem only if expressly specified and purchased in the applicable Order. Absent such specification, Instem has no obligation to provide these services.

11.2 Governing Terms. Maintenance Services are provided according to the Maintenance Service Addendum, and any specific terms in the applicable Order. Instem may modify the Maintenance Service Addendum upon reasonable notice (e.g., prior to renewal), provided changes do not materially reduce the core support level during any then-current, prepaid Maintenance Services term.

11.3 Support Scope. The standard scope of Maintenance Services typically covers assistance with standard configuration, usage questions, and troubleshooting reported Software errors. Maintenance Services generally exclude installation, custom development, training, support for modified Software, issues caused by Client's environment or third-party products (unless support for Third-Party Software is explicitly included in an Order), and support outside standard business hours unless purchased separately.

11.4 Discontinuation (On-Premise Software). Should Instem generally discontinue offering purchased Maintenance Services for the specific version of On-Premise Software licensed by Client, Instem will provide at least ninety (90) days' prior written notice and refund any prepaid, unused fees applicable to the period after discontinuation.

11.5 Reinstatement of Lapsed Maintenance Services (On-Premise Software). If Client allows purchased Maintenance Services for On-Premise Software to lapse and later wishes to reinstate them, Client must pay the fees for the upcoming term plus the cumulative fees that would have been payable for the entire lapsed period (at then-current rates).

12. Indemnification

12.1 Instem Indemnification. Instem shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents ("**Client Indemnitees**") from and against all losses, damages, penalties, settlements, judgments, liabilities, and costs (including reasonable attorneys' fees and related expenses) ("**Losses**") arising from any third-party claim, action, suit, investigation, or proceeding (including those brought by governmental authorities) ("**Third-Party Claim**") to the extent arising from: (a) this Agreement to the extent that such Third-Party Claim is based on Instem's gross negligence or willful misconduct; (b) personal injury or death caused by Instem's performance of the Offerings; or (c) an allegation that the Software or any Client Deliverables, as provided by Instem, infringes or misappropriates a United States patent or copyright; provided, however, that Instem shall have no obligation of indemnity hereunder with respect to any Third-Party Claim under this section to the extent Client is required to indemnify any Instem Indemnitees (as defined below) for such Third-Party Claim as set forth in Section 12.2.

12.1.1 Infringement Mitigation. If the Software or any Client Deliverable becomes, or in Instem's reasonable opinion is likely to become, the subject of a claim of infringement or misappropriation under Section 12.1(c), Instem may, at its option and expense: (a) procure for Client the right to continue using the affected Software or Client Deliverable; (b) replace or modify the Software or Client Deliverable to make it non-infringing without a material loss of functionality; or (c) if neither option is commercially reasonable, terminate the applicable license or SOW and provide a pro-rated refund of Fees paid for the affected Software or Client Deliverable for the remaining unused portion of the applicable term.

12.1.2 Exclusions. Instem's obligations under Section 12.1(c) shall not apply to claims arising from: (a) use of the Software or Client Deliverables in combination with products, services, data, or processes not provided or expressly approved in writing by Instem, where the claim would not have arisen but for such combination; (b) modification of the Software or Client Deliverables by Client or a third party, where the claim would not have arisen but for such modification; (c) continued use of the Software or Client Deliverables after Instem has advised Client to discontinue such use in light of a claim; or (d) use of the Software or Client Deliverables outside the scope of the Agreement or for purposes for which they were not designed.

12.2 Client Indemnification Obligation. Client hereby agrees to indemnify, defend, and hold harmless Instem and its Affiliates, as well as their respective officers, directors, agents, employees, and representatives ("**Instem Indemnitees**") from and against all Losses arising out of or in connection with any Third-Party Claims arising out of or in connection with (a) this Agreement to

the extent that such Third-Party Claim is based on the gross negligence or willful misconduct of Client; (b) a breach of Client's representations and warranties in Section 9.7; (c) injury or death relating to Client's products or materials; or (d) any applications, products, trial, or study conducted by Client arising from the use of the Offerings or Client Deliverables; provided, however, that Client shall have no obligation of indemnity hereunder with respect to any Third-Party Claims to the extent Instem is required to indemnify any Client Indemnitees for such Third-Party Claims as set forth in Section 12.1.

12.3 Indemnification Procedures. The Party seeking indemnification ("**Indemnified Party**") must: (a) promptly notify the other Party ("**Indemnifying Party**") in writing of the Third Party Claim (provided that failure to provide prompt notice will only relieve the Indemnifying Party of its obligations to the extent it is materially prejudiced thereby); (b) grant the Indemnifying Party sole control over the defense and settlement of the Third Party Claim (provided the Indemnifying Party may not settle any claim in a manner that admits liability or imposes any obligation on the Indemnified Party, other than payment of amounts indemnified hereunder, without the Indemnified Party's prior written consent, not to be unreasonably withheld); and (c) provide the Indemnifying Party with reasonable cooperation and assistance in the defense, at the Indemnifying Party's expense. The Indemnified Party may participate in the defense with its own counsel at its own expense.

13. Limitation of Liability

13.1 Disclaimer of Indirect Damages. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, COSTS OF SUBSTITUTE GOODS OR SERVICES, OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 Limitation of Direct Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES, FOR ALL CLAIMS ARISING UNDER OR RELATING TO ANY SPECIFIC TRANSACTION DOCUMENT AND THIS AGREEMENT AS INCORPORATED THEREIN (REGARDLESS OF THE THEORY OF LIABILITY), SHALL BE LIMITED TO PROVEN DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO INSTEM UNDER THE SPECIFIC TRANSACTION DOCUMENT GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM UNDER THAT TRANSACTION DOCUMENT.

13.3 Exclusions from Limitations. THE LIMITATIONS SET FORTH IN SECTIONS 13.1 AND 13.2 SHALL NOT APPLY TO: (A) CLIENT'S PAYMENT OBLIGATIONS; (B) LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (C) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE; (D) CLIENT'S BREACH OF ANY LICENSING RESTRICTIONS IN THIS AGREEMENT; OR (E) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

13.4 Unauthorized Access. INSTEM WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM UNAUTHORIZED ACCESS TO OR USE OF ANY NAMED USER ACCOUNT OR CREDENTIALS, EXCEPT TO THE EXTENT CAUSED BY INSTEM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13.5 Material Inducement. EACH PARTY ACKNOWLEDGES THAT THE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE A MATERIAL INDUCEMENT TO THE OTHER PARTY ENTERING INTO THIS AGREEMENT AND PROVIDING OR RECEIVING THE OFFERINGS AT THE AGREED PRICING. ACCORDINGLY, SUCH PROVISIONS SHALL BE ENFORCED AS WRITTEN, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Term and Termination

14.1 Transaction Document Term. The term for each Transaction Document shall be as specified therein. This Agreement remains available for incorporation into future Transaction Documents until superseded or updated by Instem. Termination of one Transaction Document does not, by itself, terminate any other Transaction Document.

14.2 Termination for Cause. Either Party may terminate any specific Transaction Document(s), effective upon written notice, if the other Party (the "**Breaching Party**") materially breaches the terms of this Agreement as applicable to such Transaction Document, or materially breaches the terms of the Transaction Document itself, and fails to cure such breach within sixty (60) days (or thirty (30) days in the case of failure to pay undisputed Fees due under that Transaction Document) after receiving written notice specifying the breach from the non-breaching party. As an alternative to termination, Instem may suspend access to the Hosted Service or the Managed Hosting Add-On or suspend performance of Maintenance Services or Professional Services provided under the affected Transaction Document, if Client fails to cure a material breach (including payment default) related to that Transaction Document within the applicable cure period, until such breach is cured.

14.3 Termination for Insolvency. Either Party may terminate all active Transaction Documents incorporating this Agreement immediately upon written notice if the other Party: (a) becomes insolvent or generally unable to pay its debts as they become due; (b) makes a general assignment for the benefit of creditors; (c) files or has filed against it a petition for bankruptcy, reorganization, or similar proceeding (and such petition is not dismissed within sixty (60) days); (d) has a receiver, trustee, or similar agent appointed for its assets or business; or (e) ceases to conduct business in the ordinary course.

14.4 Effect of Termination. Upon expiration or termination of any Transaction Document: (a) all rights and licenses granted to Client under the terminated Transaction Document immediately terminate, and all Named User accounts associated with such Transaction Document will be deactivated; (b) Client must cease all use of the Software and Documentation related to the terminated Transaction Document; and (c) Client must pay: (i) all undisputed Fees accrued through the expiration date of any expired Transaction Document; (ii) all remaining Fees for the full term under any Transaction Document terminated by Instem for cause

pursuant to Section 14.2 or 14.3; or (iii) all Fees accrued through the effective date of termination under any Transaction Document terminated by Client for cause pursuant to Section 14.2 or 14.3.

14.4.1 **Client Data Retrieval.** For the Hosted Service or the Managed Hosting Add-On provided under a terminated/expired Order, Instem will make related Client Data available for Client retrieval for a period of thirty (30) days following termination/expiration. Thereafter, Instem may delete any remaining Client Data related to that Order from its systems.

14.4.2 **Final Payments.** Final invoices for terminated Transaction Documents will be issued, and any outstanding payments or refunds shall be made within thirty (30) days following the effective date of termination.

14.5 **Survival.** The following provisions of this Agreement shall survive any termination or expiration of any Transaction Document to the extent applicable to the Offerings provided thereunder: Sections 7 (Payment and Taxes, for amounts accrued), 8 (Proprietary Rights), 10 (Confidentiality), 12 (Indemnification), 13 (Limitation of Liability), 14.4 (Effect of Termination), 14.5 (Survival), and 17 (Miscellaneous).

15. **Personal Data.** To the extent that Client provides any Personal Data (as that term is defined in the Data Processing Addendum) to Instem (in the course of Client's use of Hosted Service, Instem's provision of the Professional Service, or otherwise), Client agrees that Instem's processing of such Personal Data shall be governed by the Data Processing Addendum.

16. **Audit**

16.1 **Audit Rights.** Subject to Section 16.2, during the term of a Transaction Document, upon reasonable written notice and at times mutually agreed upon by the parties during Instem's normal business hours, but no more frequently than once every year (except that one additional audit shall be permitted in the event of material negative findings in the initial annual audit), Client may, without disruption to Instem's normal business operations and in accordance with Instem's audit processes, send an audit questionnaire or audit Instem's documentation that relates exclusively to the Services for the purpose of determining Instem's compliance with this Agreement. Any such audit results shall be deemed Confidential Information of Instem hereunder and shall be subject to the confidentiality obligations set forth in this Agreement. Within thirty (30) days after the completion of the audit, Client will provide a written report detailing the results of such audit to Instem.

16.2 **Third-Party Auditors.** Notwithstanding anything to the contrary contained in this Agreement, no third-party auditor used by Client to conduct an audit under this Agreement (a "**Third-Party Auditor**") will be (a) a competitor of Instem or any of its Affiliates, or (b) permitted to access or to examine any information until such Third-Party Auditor has entered into a non-disclosure agreement with Instem. Affiliates of Client shall not be considered Third-Party Auditors. If the audit is to be conducted by an Affiliate of Client, Client shall obligate such Affiliate to comply with confidentiality obligations with respect to such audit that are no less restrictive than the confidentiality obligations set forth in this Agreement, and Client shall be liable for any breach by its Affiliate of those obligations. Client, its Affiliates, and its Third-Party Auditors will only have the right to access information that relate exclusively to Instem's performance of Services under an applicable SOW or Order, and only to the extent that such access would not compromise Instem's confidentiality obligations to another party and/or its internal QA programs.

16.3 **Fees and Expenses.** All fees and expenses associated with audits performed by Client or on behalf of Client, including a request to complete a questionnaire in connection with Services, are considered outside the scope of Services and shall be invoiced and payable in accordance with Section 4 hereof at Client's expense, unless specifically set forth otherwise in a Transaction Document or prohibited under applicable law.

17. **Miscellaneous**

17.1 **Dispute Resolution.** If a dispute arises between the parties relating to this Agreement or any Transaction Document, the parties to the Agreement or such Transaction Document will meet and attempt to resolve the dispute in good faith. In the event the dispute is not resolved through negotiation within ten (10) business days after said meeting, the parties will submit to confidential, non-binding mediation before a mutually acceptable mediator. Each party will designate at least one corporate officer with full authority to resolve the dispute who will attend and participate in the mediation. If the dispute remains unresolved after mediation, then each party will be free to pursue any available remedy at law or in equity. Each party will bear its own legal fees and any costs incurred under this Section. Either Party may seek temporary or emergency injunctive relief in any court of competent jurisdiction to protect and preserve its rights in its intellectual property and Confidential Information.

17.2 **Non-Solicitation.** During the term of any Transaction Document and for a period of twelve (12) months following its termination or expiration, neither Party shall directly solicit for employment or engagement as an independent contractor any employee or contractor of the other Party who was substantially involved in the performance or receipt of services under that Transaction Document. This restriction does not prohibit general solicitations (e.g., through job postings or recruitment agencies) not specifically targeted at the other Party's personnel, nor does it prohibit hiring individuals who respond to such general solicitations or who approach the hiring party independently.

17.3 **Debarment.** Instem represents and warrants that neither it, nor its Affiliates involved in providing Offerings hereunder, nor any of its or their employees engaged in performing Professional Services related to regulated activities (e.g., clinical studies), have been debarred under Section 306 of the U.S. Federal Food, Drug, and Cosmetic Act or comparable foreign laws, and Instem will not knowingly use any such debarred person in the performance of such services under any SOW.

17.4 **Assignment.** Neither Party may assign or transfer its rights or obligations under any Transaction Document, or this Agreement as it applies thereto, in whole or in part (whether by operation of law, merger, acquisition, equity or asset sale, or otherwise) without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing: (a) either Party may assign its rights and obligations under a Transaction Document upon written notice to the other Party to an Affiliate, provided the assigning Party remains liable for the Affiliate's performance unless expressly released in writing by the non-assigning Party; and (b) either Party may assign its rights and obligations under all active Transaction Documents upon written notice to the other Party in connection with a merger, acquisition, or sale of all or substantially all of its assets related to the subject matter of this Agreement, provided the assignee agrees in writing to be bound by the terms of this Agreement as

incorporated into such Transaction Documents and is not a direct competitor of the non-assigning Party. Any attempted assignment in violation of this Section shall be null and void.

17.5 Governing Law and Jurisdiction. This Agreement, and any Transaction Document incorporating it, and any disputes arising out of or in connection with the same or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws as follows:

17.5.1 If the Client, as set forth in a Transaction Document, is located in the United States of America or Canada, then Massachusetts (USA), without regard to its conflict of laws principles. The Parties irrevocably agree that the federal and state courts of Boston, Massachusetts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement as incorporated into any Transaction Document, or such Transaction Document itself; and

17.5.2 If the Client, as set forth in a Transaction Document, is located outside of the United States of America or Canada, then England & Wales, without regard to its conflicts of laws principles. The Parties irrevocably agree that the courts of London, England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement as incorporated into any Transaction Document, or such Transaction Document itself.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

17.6 Export Compliance. Each Party shall comply with all applicable export control and economic sanctions laws and regulations of the United States, the United Kingdom, the European Union, and any other relevant jurisdictions in connection with its performance under any Transaction Document and its use or provision of the Offerings thereunder. Client shall not export, re-export, permit any Named User to use or transfer the Software, Hosted Service, Managed Hosting Add-On, or Goods in or to any restricted country, entity, or individual in violation of such laws.

17.7 Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under a Transaction Document (excluding payment obligations) if such delay or failure is caused by an event beyond its control, including but not limited to acts of God, pandemics, shortages of supplies, labor or materials, strikes, and other labor disputes, storms, floods, acts of war or terrorism, third-party hacking and other criminal or malicious activities, failures of third-party hardware, software, or networks, utility brownouts, failures of telecommunications or the Internet, and actions by a governmental authority (e.g., changes in law or regulation) ("**Force Majeure Event**"). The affected Party will promptly notify the other Party in writing of the Force Majeure Event affecting its performance under a Transaction Document and use commercially reasonable efforts to minimize the impact and resume performance as soon as practicable. If a Force Majeure Event prevents performance under a Transaction Document for more than 120 consecutive days, the unaffected Party may terminate the affected Transaction Document upon written notice.

17.8 Independent Contractors. The relationship between Instem and Client established by any Transaction Document incorporating this Agreement is solely that of independent contractors. Nothing herein or therein shall be construed to create a partnership, joint venture, franchise, agency, fiduciary, or employment relationship between the Parties. Neither Party has any authority to assume or create any obligation or responsibility on behalf of the other Party.

17.9 Insurance. Each Party shall procure and maintain, at its own expense, during the term of any active Transaction Document, reasonable and customary insurance coverage appropriate for its business and its obligations under such Transaction Document and this Agreement, including commercial general liability, professional liability/errors & omissions, and workers' compensation insurance, in compliance with applicable laws. Each Party agrees to provide reasonable and customary evidence of such insurance upon the other Party's reasonable request.

17.10 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder related to a specific Transaction Document or this Agreement generally shall be in writing and addressed to the Parties at the addresses specified in the most recent Transaction Document executed between the Parties, or as otherwise designated by a Party in writing in accordance with this Section. Notices shall be deemed effectively given: (a) when delivered personally; (b) on the next business day after deposit with a recognized overnight courier service, with verification of delivery; or (c) three (3) business days after being sent by certified or registered mail, return receipt requested, postage prepaid. Email may be used for routine communications but shall not constitute formal notice for purposes of breach, termination, or indemnification claims unless receipt is acknowledged electronically by the recipient.

17.11 Entire Agreement. Each executed Transaction Document, which incorporates this Agreement by reference, together with any exhibits, schedules, or addenda explicitly incorporated by reference therein or into this Agreement, constitutes the sole and entire agreement between the Parties with respect to the specific subject matter of such Transaction Document and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Instem expressly rejects any terms or conditions in any Client purchase order, procurement portal, or other standard Client documentation, issued before or after the applicable Transaction Document, that are additional to or conflict with the terms of the Transaction Document and this Agreement; such terms shall be null and void and of no effect, except as explicitly stated otherwise in Section 1.6 regarding conflicting terms in Orders or SOWs.

17.12 Modification and Waiver. Instem may make changes to this Agreement from time-to-time; material changes to this Agreement shall become effective 30 calendar days after they are posted, except to where required by applicable law (in which case they shall be effective immediately). No amendment to or modification of this Agreement as it applies to a specific Transaction Document, or to the Transaction Document itself, shall be effective unless it is in writing and signed by duly authorized representatives of both Parties. No waiver by either Party of any provision hereof or of a Transaction Document shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure or delay in exercising any right, remedy, power, or privilege arising from this Agreement or a Transaction Document shall operate or be construed as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.13 Severability. If any term or provision of this Agreement, as incorporated into a Transaction Document, is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability



shall not affect any other term or provision of this Agreement or the Transaction Document, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the Parties shall negotiate in good faith to modify the Transaction Document or this Agreement as applied thereto so as to effect the original intent of the Parties as closely as possible in order that the transactions contemplated thereby be consummated as originally contemplated to the greatest extent possible.