

QUANTURI Inc

GENERAL TERMS AND CONDITIONS OF SERVICE

Valid from 01.01.2023

These General Terms and Conditions (the "Terms") are entered into and made effective by and between the Quanturi entity set forth in the Order Form ("Quanturi"), and the Client listed in the Order Form.

In consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree to be bound by the following Terms:

1. Definitions

- 1.1 **"Aggregate Data"** means data that may include Client Data or HGD but does not identify Client.
 - 1.2 **"Client Data"** means any electronic data and content that is provided by Client to Quanturi in the course of Client using the Service but does not include HGD.
 - 1.3 **"Documentation"** means standard user documentation for the Service that is made generally available by Quanturi to the users of the Service and which is displayed by Quanturi online on its customer zone, as updated from time-to-time.
 - 1.4 **"Effective Date"** shall mean the date designated in the Order Form.
 - 1.5 **"Hardware"** means the probes and other equipment required for the Service provided to Client in accordance with section 9.
 - 1.6 **"Hardware-Generated Data"** or **"HGD"** means data collected by the Hardware.
 - 1.7 **"Intellectual Property Rights"** shall mean (I) any and all subject matter that is entitled to protection of rights under (i) patent law, (ii) copyright law (including, but not limited to, economic and moral rights) and neighboring rights, (iii) trademark law (including common law protection), (iv) design patent or industrial design law; (v) semi-conductor chip or mask work law, (vi) trade secret law, and/or (vi) any other statutory provision or common law principle in any country or jurisdiction, including legal provisions governing the protection of confidential information and trade secrets, which may provide a right in any of ideas, formulae, algorithms, computer programs, data, databases, concepts, inventions, know-how, business methods, brands or indicia of the source of goods and services or the expression or use of such ideas, formulae, algorithms, computer programs, data, databases, concepts, inventions, know-how, business methods, brands or indicia of the source of goods or services as well as any and all rights to make changes on them and assign them to third parties with or without right to reassign and economic rights, and (II) all registrations and applications for registration of the subject matter identified in (I) above.
 - 1.8 **"Order Form"** means Quanturi Order Form #1, and any subsequent Quanturi order form that is entered into by both Parties for the Service to be provided hereunder. Unless the Parties agree otherwise in writing, any subsequent order form shall be in substantially the same form as Quanturi Order Form #1.
 - 1.9 **"Party"** and/or **"Parties"** shall mean Quanturi and/or the Client or both of them as the context may require.
 - 1.10 **"Personal Data"** means information relating to an identified or identifiable natural person.
 - 1.11 **"Service"** means those services that are provided by Quanturi on a software-as-a-service (SaaS) basis and that are identified in the Order Form, along with the Hardware. All references to the Service in these Terms: (i) include the Documentation and the products, services, features, content, and information made available or provided by Quanturi in connection with Client's use of the Service, and (ii) do not include Client Data.
 - 1.12 **"Support Services"** means the Quanturi Support Services designated in the Order Form.
 - 1.13 **"Subscription Term"** means: (i) the Initial Subscription Term and each Renewal Subscription Term, and (ii) any subscription periods for other or additional subscriptions, each as defined and/or set forth in an Order Form or valid purchase order that is accepted by Quanturi.
 - 1.14 **"User(s)"** means an individual, or other named resource listed in the Service database, that is authorized by Client to use the Service on behalf of Client in accordance with these Terms. A User may be an employee or contractor of Client. The applicable User categories for the Service are set forth in the Documentation.
2. **Right to Use.** Subject to the terms and conditions of these Terms, including without limitation payment of the applicable subscription fees, Quanturi grants to Client, and Client accepts, a limited, nonexclusive, non-transferable right to access and use the Service, solely: (i) in accordance with these Terms, and the Documentation, (ii) for Client's internal business purposes, including the usage for contractors of Client, (iii) during the applicable Subscription Term, (iv) within the territory set forth in the Order Form, and (v) the usage levels specified in the Documentation.
3. **Users.** Client shall only permit its Users to access and use the Service on Client's behalf and in accordance with these Terms. Client shall remain responsible and liable to Quanturi for any act or omission of a User that would constitute a breach of these Terms if such act or omission were by Client.
 4. **Acceptable Use.** Except to the extent expressly permitted herein or authorized by Quanturi in writing, Client shall not and shall not permit others to: (i) use the Service in a timeshare arrangement or a service bureau offering; (ii) copy or modify the Service, and/or create derivative works based upon the Service; (iii) use the Service to develop a competing service or product; (iv) violate or abuse password protections governing Service access; (v) circumvent, disable or otherwise interfere with security-related features of the Service or features that enforce limitations on access to and use of the Service; (vi) allow any third party to access and use the Service, except for Client's Users as defined in section 1.14.

(Users); (viii) interfere with the Service or take any action that imposes or may impose, at Quanturi's sole discretion, a disproportionately large load on the Quanturi infrastructure; (ix) remove, deface, obscure or alter Quanturi's, or a third party's, copyright notices, trademarks or other proprietary rights affixed to or provided as part of the Service; (x) upload or transmit any Client Data to or via the Service unless Client has obtained all of the necessary rights and consents, including from data subjects, to do so; (xi) use the communications systems provided by the Service to send unauthorized commercial communications or messages that are unlawful, inappropriate or in violation of a third party's Intellectual Property Rights; and/or (xii) otherwise use the Service in an unlawful manner or in breach of these Terms.

5. **Client Account.** Client is solely responsible for: (i) the confidentiality and use of names and passwords under Client's account, and (ii) the activity that occurs under Client's account. Quanturi will deem any use of the Service under Client's account names and passwords to be for Client's sole benefit and use. Client must immediately notify Quanturi in writing if Client becomes aware that account names or passwords are lost, stolen, or being used in an unauthorized manner.
6. **Minimum Requirements.** Client is responsible, at its cost, to meet the minimum system requirements for the use of the Service, including, not by way of limitation, Internet connectivity.
7. **Client Data**
- 7.1 **Client Data Ownership.** Client retains exclusive ownership of the Client Data.
- 7.2 **License.** Client grants Quanturi a non-exclusive license to use, process, store, display, reproduce, and aggregate Client Data. Client is solely responsible for the content of Client Data and represents and warrants that it owns or has obtained the rights to all of the Intellectual Property Rights subsisting in the Client Data, and Client has the right to provide Quanturi the license granted herein to use such Client Data in accordance with these Terms. Client agrees that it will not include in Client Data any data, which is subject to the rights of any third parties without first obtaining all required authorizations and rights in writing from such third parties. Client agrees that Quanturi may use Aggregate Data for any purpose and disclose Aggregate Data to third parties.
- 7.3 **No Liability.** Client acknowledges and agrees that Quanturi shall have no liability whatsoever, regardless of the legal theory or basis of liability, for Client Data or any Service results or outcomes based on, arising out of, or relating to Client Data.
8. **Security.** Quanturi has implemented and maintains appropriate technical and organizational measures to ensure a level of security commensurate to the risk to the Client Data. Such measures include, not by way of limitation, taking appropriate administrative, physical, organizational, and technical safeguards to prevent and guard against the unauthorized or accidental access, disclosure, destruction, loss, damage, or alteration of Client Data.
9. **Hardware.** Within thirty (30) days from the Effective Date, Quanturi shall deliver, or cause to be delivered, the Hardware to Client and shall activate the Service. Client shall pay a deposit for the Hardware as set out in the Order Form (the "Deposit"). Upon the expiration or termination of the Subscription Term, Client shall return the Hardware in good condition and repair excepting normal wear and tear at its own cost and expense within thirty (30) days from the expiration or termination of the Subscription Term. To the extent that Client fails to return the Hardware in a timely manner, Client forfeits the Deposit. To the extent that the Hardware malfunctions or otherwise fails to operate without Client's fault during the Term, Quanturi shall replace the Hardware at no cost to Client pursuant to a written notice from Client, subject to Client providing the written notice to Quanturi no later than fourteen (14) days from the date of such malfunction or other failure to operate. Quanturi shall provide the replacement Hardware no later than 30 days from Quanturi's receipt of the notice from Client. If Client causes the Hardware to break or malfunction, Quanturi replaces the Hardware at a price as set out in the applicable price list in force from time to time made available by Quanturi to Client.
10. **Service Ownership.** All right, title and interest in and to the Service and Quanturi's Confidential Information, and any modifications, enhancements and improvements thereto, including all intellectual property and proprietary rights therein, are and at all times shall remain the sole and exclusive property of Quanturi and its licensors, and shall be subject to the terms and conditions of these Terms. These Terms do not convey any rights of ownership. No rights are granted hereunder other than as expressly set forth herein. "Quanturi" and the Quanturi logo are trademarks of Quanturi or its affiliates.
11. **Client Feedback.** If Client provides any suggestions, ideas, enhancement requests or feedback to Quanturi regarding the Service, Client grants Quanturi (and its affiliates) a worldwide, perpetual, irrevocable and royalty-free license to use and incorporate the same in any Quanturi product or service.
12. **Subscription Fees**
- 12.1 **Pricing.** The subscription fees for the Service are set forth in the Order Form (or valid purchase order that is accepted by Quanturi) and are based on: (i) the quantities set forth in the Order Form (and/or valid purchase order), and (ii) the Service ordered and not on actual usage.
- 12.2 **Payment Terms.** Subscription fees are due and payable in advance of each Subscription Term and in accordance with the payment schedule set forth in the Order Form. All Subscription Terms are non-cancelable once commenced or renewed, and fees paid are non-refundable. Unless otherwise stated in the Order Form, the subscription fees invoicing period is twelve (12) months in advance.

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- 12.3 **Pricing Validity.** Unless otherwise agreed in writing by the Parties, pricing validity period is until 12 months after the Effective Date. After the pricing validity period expires, subscription fees may be increased by 10% each year. Price increase reminders based on Order Form and/or these Terms will not be separately noted to Client.
- 12.4 **Late Payments.** All Quanturi invoices are due within fourteen (14) days of the invoice date. Any amount not paid when required to be paid hereunder shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is higher, from the date due until paid. Subject to Quanturi providing Client with a written reminder about an overdue payment and at least thirty (30) days to pay the overdue amount, Quanturi may suspend access to and use of the Service until any overdue amount is paid in full.
- 12.5 **Taxes.** The subscription fees set forth in the Order Form (or valid purchase order) are the net amounts due to Quanturi for the Service, and are exclusive of applicable taxes (including, without limitation, any stamp and customs taxes and any value-added, goods and services, sales, or like taxes), withholdings or duties ("**Taxes**"). Client shall be responsible for the payment of all Taxes with respect to its subscription to and use of the Service, other than taxes based on Quanturi's net income. If a taxing authority determines that Quanturi did not collect all applicable taxes, Client shall remain liable to Quanturi for such additional taxes, but not any interest or penalty assessed as the result of Quanturi's failure to timely collect such additional taxes.
- 12.6 **Suspension of Service.** If Client shall default in any payment due Quanturi and/or if Client's financial condition shall at any time seem to Quanturi inadequate to warrant further Service, Quanturi shall have the right to cancel any Order Form in whole or in part and/or suspend the performance of the Service to Client until payment is made and/or assurances including, but not limited to, a guarantee and/or advance payment, as required by Quanturi are received.
13. **Monitoring.** Quanturi may, at its expense, monitor Client's compliance with these Terms. If it is discovered that Client has underpaid applicable subscription fees to Quanturi, Quanturi may immediately invoice Client for such underpaid fees.
14. **Support Services.** Quanturi will provide Client the support services for the Service that are set forth in the Order Form.
15. **Service Updates.** The subscription fees include updates from time to time in and to the products included in the Service and subscribed to in the Order Form. Client acknowledges and agrees that certain new features and improvements introduced in connection with such updates are not included in the subscription fees and may be subject to separate fees agreed to in writing by and between Quanturi and Client and any Client-specific development and modifications to the products included in the Service are priced separately.
16. **Warranties and Disclaimers**
- 16.1 **Authority.** Each Party warrants that it has full corporate power and has obtained the required authority and consents to enter into and perform its obligations under these Terms.
- 16.2 **Emergencies.** Any data, or communication tools, included within the Service must not be relied upon in a life-threatening or emergency event.
- 16.3 **High Risk Activities.** The Service is not designed or intended for use in high-risk activities or hazardous environments that require fail-safe performance where a failure of the Service could lead to death, personal injury, or environmental or property damage. Quanturi specifically disclaims any express or implicit warranty of the Service's suitability for these types of activities.
- 16.4 **Third Party Data Sources.** Quanturi is not responsible for the accuracy of, or liable for the inaccuracy of, any third party sources of data utilized in connection with the Service.
- 16.5 **No Warranties.** Quanturi disclaims any warranty that the Service will operate uninterrupted, error-free or completely secure. Client acknowledges that there are certain risks inherent in Internet connectivity that could result in the loss of privacy, Confidential Information and Client Data. Quanturi will not be responsible for: (i) any technical problems of the Internet (such as slow Internet or outages), and/or (ii) any issue attributable to Client's hardware or software or Client's Internet or data service provider. EXCEPT AS EXPRESSLY STATED HEREIN: (a) THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND (b) QUANTURI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
17. **Indemnification**
- 17.1 **By Quanturi.** Quanturi shall defend and indemnify Client from any costs and damages awarded against Client by a court of competent jurisdiction, or paid in settlement, in connection with a third-party claim, suit or proceeding that Client's use of the Service in accordance with these Terms infringes the third party's Intellectual Property Rights. Quanturi's obligations under this section do not apply: (i) to any third-party open source software that may be included in the Service, and (ii) if the alleged infringement is based on the Client Data or third-party data or any use of the Service except as authorized by Quanturi in writing or as provided herein. Without derogating from the foregoing defense and indemnification obligation, if Quanturi believes that the Service, or any part thereof, may infringe a third party's Intellectual Property Rights, then Quanturi may in its sole discretion: (i) obtain (at no additional cost to Client) the right to continue to use the Service, or (ii) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent performance. If Quanturi determines that the foregoing remedies are not available on reasonable economic terms, Quanturi may require that use of the Service (or part thereof) cease and, in such an event, Client shall receive a prorated refund of applicable subscription fees paid for the unused portion of the remainder of the Subscription Term for the Service (or part thereof) that is terminated. This section states Quanturi's entire liability and Client's sole remedy for any infringement of any intellectual property rights with respect to the Service.
- 17.2 **By Client.** Client shall defend and indemnify Quanturi from any damages awarded against Quanturi by a court of competent jurisdiction, or paid in settlement, in connection with a third-party claim, suit or proceeding that (i) Client's use of the Service in violation of the Terms; or (ii) Quanturi's use of Client Data, as permitted under these Terms, infringes or violates the third party's intellectual property or other rights.
- 17.3 **General.** The defense and indemnification obligations of a Party under this section are subject to: (i) the indemnifying Party being given prompt written notice of the claim; (ii) the indemnifying Party being given immediate and complete control over the defense (and settlement) of the claim; and (iii) the indemnified Party providing cooperation and assistance, at the indemnifying Party's expense, in the defense or settlement of the claim and not taking any action that prejudices the indemnifying Party's defense of, or response to, the claim.
18. **Limitation of Liability**
- 18.1 **Limitation.** The aggregate liability of each Party (and its affiliates and third party licensors) arising under or in connection with the Terms (whether an action is under the statute, in contract or in tort and regardless of the theory of liability), is limited to direct losses and damages, and shall not under any circumstances exceed the total amounts received by Quanturi from Client for the specific Service giving rise to such liability during the twelve (12) month period preceding the date on which the claim arose, or \$5,000, whichever is lower. In order to be valid and enforceable, all claims for damages must be made within one (1) month from the date that Client became aware, or reasonably ought to have become aware, of damages arising out of these Terms.
- 18.2 **Exclusion.** In no event will either party (and its affiliates and third party licensors) be liable for any indirect, consequential, special, incidental, punitive, or exemplary damages, or for any damages for lost revenues and profits, business interruption, or loss of goodwill or use of the Service, whether arising under or in connection with these Terms (whether an action is under the statute, in contract or in tort and regardless of the theory of liability) even if the party knew that such damages were possible.
- 18.3 **Exceptions to limitations.** The limits and exclusions of liability in this section 18 (Limitation of Liability) apply to the fullest extent permitted by applicable law, but do not apply to: (i) Client's payment obligations under these Terms, (ii) any liability for death or personal injury caused by a Party's gross negligence, (iii) fraud or fraudulent misrepresentation, or (iv) a breach of section 4 (Acceptable Use) and/or section 10 (Service Ownership).
19. **Confidentiality.** Each Party acknowledges that during the term of the Terms it ("Receiving Party") may be entrusted with certain confidential information of the other Party ("Disclosing Party") that should reasonably have been understood by Receiving Party due to legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Disclosing Party ("Confidential Information"). Receiving Party shall: (i) not use any Confidential Information for any purpose except to exercise its rights and obligations under the Terms; (ii) protect all Confidential Information using the same degree of care which it uses with respect to its own confidential information, but in no event less than reasonable care; and (iii) not, without Disclosing Party's prior written consent, disclose the Confidential Information to any third party except to its employees, contractors, and agents ("**Permitted Recipients**") who have a need to know in order to enable Receiving Party to perform its rights and obligations under these Terms, provided that each Permitted Recipient is first bound by a written obligation of confidentiality that is at least as demanding as the confidentiality and non-disclosure obligations imposed on Receiving Party under these Terms, and further provided that Receiving Party shall be liable to Disclosing Party for any breach of confidentiality or non-disclosure by a Permitted Recipient. Receiving Party shall promptly notify Disclosing Party of any actual or threatened unauthorized disclosure or use of Confidential Information. If any Confidential Information must be disclosed to any third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of Receiving Party, Receiving Party shall (to the extent permitted by applicable law) promptly notify Disclosing Party of the order or request and permit Disclosing Party (at its own expense) to seek an appropriate protective order. Confidential Information does not include information that: (i) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (ii) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (iii) has come into the possession of Receiving Party rightfully from a third party without any breach of obligation of confidentiality owed to Disclosing Party; and/or (iv) was developed by Receiving Party independently of and without reference to Confidential Information
20. **Term.** The Terms, and the right to access and use the Service, commence and shall become effective on the Effective Date and shall remain in effect until each Subscription Term has expired or been terminated. Unless otherwise agreed in writing by the Parties, the Subscription Term is at least twelve (12) months at a time. Initial Subscription Term commences and shall become effective on the Effective Date. The Effective Date is the date when the Service is made available for

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the first time to the Client to access and use. After the Subscription Term expires, each Renewal Subscription Term automatically commences on the Effective Date anniversary, unless one Party gives the other Party written notice of non-renewal at least ninety (90) days before the end of the relevant Renewal Subscription Term. If Client continues to use the Service past any renewal date, then Client shall be deemed to have renewed the Agreement at the rates applicable for the new Subscription Term.

21. **Termination.** Notwithstanding any other provision herein to the contrary, either Party may terminate these Terms with immediate effect if (i) the other Party materially breaches the Terms and such breach remains uncured (to the extent that the breach can be cured) thirty (30) days after having received written notice thereof; (ii) the filing by either Party of any bankruptcy or insolvency proceedings under applicable law; or (iii) either Party becoming subject to any bankruptcy or insolvency proceedings under applicable law, which are filed against it and remain undismissed for sixty (60) days after they are first filed; or (iv) either Party becoming insolvent; or (v) either Party becoming subject to direct control by a trustee, receiver or similar authority.
22. **Consequences of Termination.**
 - 22.1 Upon the actual termination of the Terms: (i) all subscriptions shall be deemed to automatically terminate, and Client shall immediately stop to access and use the Service; (ii) Client shall promptly return to Quanturi all Confidential Information provided by Quanturi in Client's possession or control and shall return the Hardware; and (iii) Quanturi will (a) upon a written request that is received within thirty (30) days of the actual termination of this Agreement make available to Client a full export of Client Data in a standard format (e.g., SQL), and (b) following that thirty (30) day period, delete all Client Data that is in Quanturi's possession or control (a portion of the Client Data may be retained but solely to the extent required for billing and audit purposes). Quanturi does not accept any liability for any Client Data that is deleted in accordance with this section.
 - 22.2 This section and sections 4 (Acceptable Use), 7.1 (Client Data Ownership), 10 (Service Ownership), 12 (Subscription Fees, to the extent due amounts remain unpaid), 17 (Indemnification), 18 (Limitation of Liability), 19 (Confidentiality), 25 (Quanturi Privacy Policy), 28 (Anonymous Information), 29 (Notices), 30 (Assignment) and 31 (General) hereof shall survive any termination of the Agreement.
23. **Changes.** Quanturi may make changes to the Service from time-to-time. Quanturi will provide reasonable written notice to Client before removing any material feature or functionality of the Service, or discontinuing the Service. If Quanturi discontinues the Service, or any material part thereof, Client may within thirty (30) days' of its receipt of Quanturi's notice thereof elect to terminate its subscription to that Service and, in such an event, Quanturi will (as its sole liability) provide Client with a pro rata refund of the pre-paid subscription fee for the unused remainder of the Subscription Term for the discontinued Service or part thereof.
24. **Sandboxes and Development Environments.** Client acknowledges that sandboxes and development environments, if any, are for non-production testing purposes only. Notwithstanding any other provision herein to the contrary: (i) the Support Services do not apply to any sandbox environment, and (ii) section 18 (Confidentiality) above, the Support Services and the Information Security Policy do not apply to development environments. Quanturi recommends that Client mask any data that it chooses to store in a development environment.
25. **Quanturi Privacy Policy.** Quanturi shall process any Personal Data that it processes as a data controller while providing the Service in accordance with the Quanturi Privacy Policy, available at <https://quanturi.com/pages/privacy-policy>, as amended from time to time.
26. **Processing of Personal Data.** To the extent that Client Data includes any Personal Data that Quanturi processes on behalf of, and for the purposes of, Client, such processing takes place in accordance with the Data Processing Addendum attached hereto as Schedule A.
27. **Promotional Activities.** Quanturi may use Client's name and logo on its website and in its promotional materials to state that Client is a customer of Quanturi and Service user, but will not imply that the Parties are affiliated. Client agrees to serve as a reference customer of Quanturi and shall cooperate with Quanturi's reasonable marketing and referencing requests.
28. **Anonymous Information.** Quanturi is permitted to use Anonymous Information (defined below) or disclose it to third party service providers, to provide, improve and develop its cloud service and other offerings, including to analyze trends, gather demographic information and identify products and services that may be desirable to customers. "Anonymous Information" means information which does not enable identification of an individual User, such as aggregated information, about use of the Service.
29. **Notices.** Any notice that is required to be given hereunder shall be: (i) in writing and delivered by email or in writing and delivered by courier service or mailed by pre-paid registered mail addressed to the Parties' respective email or mailing addresses, and (ii) deemed to have been received by the addressee at the time and date when actually delivered or in any event within five (5) days after sending in the manner provided herein.
30. **Assignment.** Neither Party may assign the Agreement, or its rights and obligations hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign or otherwise transfer the Agreement and its rights and obligations hereunder to (i) its subsidiary or parent; or (ii) or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. The

assigning Party shall give prompt written notice of the assignment to the other Party. The Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any attempted assignment in violation of this section shall be void.

31. General

- 31.1 **Independent Contractors.** The Parties are acting solely as independent contractors, and neither Party is an agent or partner of the other.
- 31.2 **Waiver.** No failure or delay in exercising any right hereunder by either Party shall operate as a waiver thereof, nor will any partial exercise of any right hereunder preclude further exercise. A waiver shall only be deemed to have been made if expressed in writing by the Party granting such waiver.
- 31.3 **Interpretation and Severability.** The headings used herein are for convenience only and shall in no case be considered in construing the Agreement. If any provision of the Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be reformed, construed and enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.
- 31.4 **Force Majeure.** Except for any payment obligations hereunder, neither Party shall be liable for any failure to perform due to causes beyond its reasonable control provided that such Party takes all reasonable steps to minimize the extent and duration of any such failure in performance.
- 31.5 **Governing Law.** This Agreement will be governed by, interpreted, and construed in accordance with the substantive laws of the State of California, without regard to its conflict of laws principles.
- 31.6 **Dispute Resolution.** If any dispute arises out of the Agreement, the Parties agree to first cooperate and negotiate in good faith in an effort to amicably resolve the dispute. Without limiting the right of either Party to seek injunctive relief in any court of competent jurisdiction to protect its Intellectual Property Rights, any dispute or claim arising out of or relating to the Agreement will be exclusively resolved in the State and Federal courts located in Santa Clara County, California.
- 31.7 **Agreement Formation.** The following documents are incorporated herein by this reference:
 - (i) Order Form
 - (ii) Data Processing Addendum, attached hereto as Schedule A
- 31.8 **Entire Agreement and Modifications.** These Terms: (i) constitute the entire understanding between the Parties, and supersede all prior discussions, representations, understandings or agreements, whether oral or in writing, between the parties with respect to the subject-matter of these Terms; and (ii) may only be modified by a writing that is mutually signed by both Parties. The preprinted provisions of any Client purchase order shall not apply and shall be deemed to be for administrative purposes only.

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SCHEDULE A

QUANTURI

DATA PROCESSING ADDENDUM

The terms of this Data Processing Addendum (“**DPA**” or “**Addendum**”) are incorporated into the General Terms and Conditions between Client and Quanturi (the “**Agreement**”) to reflect the Parties’ agreement regarding the Processing of Personal Data in accordance with the requirements of all Applicable Laws. Capitalized terms defined in the Agreement shall have the same meaning in this Addendum unless otherwise noted.

In the event and to the extent of a conflict between this Addendum and the Agreement, this Addendum shall control with respect to that conflict.

1. DEFINITIONS

1.a. For the purposes of this Agreement, the following terms will have the corresponding definitions:

“**CCPA**” means the California Consumer Privacy Act, California Civil Code sections 1798.100 et seq., and its implementing regulations, as amended or superseded from time to time.

“**Client Data**” has the meaning set forth in the Agreement.

“**Client Personal Data**” means Client Data that is Personal Data Processed by Quanturi on behalf of Client in connection with the performance of the Service.

“**Data Controller**” means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. The term Data Controller shall include the term “**Business**” as that term has been defined in the CCPA.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller. The term Data Processor shall include the term “**Service Provider**” as that term has been defined in the CCPA.

“**Data Protection Laws**” means all applicable country, federal, state and local law, ordinances, statute, by-law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), compulsory guidance of a regulatory body with authority over the applicable party, rule of court or directive, binding court decision or precedent, or delegated or subordinate legislation, each of the above as may be amended from time to time, that pertain to data protection and privacy. In particular, the Data Protection Laws may include (as applicable) the General Data Protection Regulation (EU) 2016/679, the United Kingdom Data Protection Act 2018, the CCPA and other U.S. Federal and State data privacy and security rules and regulations; and other laws that specify privacy or data protection obligations that affect the Personal Data or the provision of the Service by Client.

“**Data Subject**” means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Deidentified Data**” means any Personal Data (including Client Personal Data), which has been deidentified or aggregated such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Quanturi or any other party reasonably likely to receive or access such Deidentified Data.

“**Personal Data**” means any information that is about, or can be related to, an identifiable individual. It includes any information that can be linked to a Data Subject. Personal Data includes, not by way of limitation, direct identifiers (such as names, addresses, email addresses, phone numbers and identification numbers) but also biometric data, any and all information about an individual’s computer or mobile device or technology usage, including (for example) IP address, MAC address, unique device identifiers, unique identifiers set in cookies, and any information passively captured about a person’s online activities, browsing, application or hotspot usage or device location.

“**Processing**” and its derivatives, means any operation or set of operations which is performed on Client Personal Data, whether by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. “**Process**”, “**Processes**”, and “**Processed**” shall be construed accordingly.

“**Sale**” and its derivatives, means (A) selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personal Data to a third party for valuable consideration other than as for the purposes described in the Agreement (or as otherwise agreed in writing by the Parties).

“**Security Incident**” means, with respect to any Client Personal Data Processed by Quanturi under the Agreement or this Addendum: any verified, actual: (a) loss or misuse (by any means) of such Client Personal Data; (b) accidental, inadvertent, unauthorized or unlawful destruction, alteration, disclosure of, access to, corruption, Sale, or other Processing of such Client Personal Data; (c) compromise of the security, confidentiality or integrity of Client Personal Data, including but not limited to, a compromise of any physical, technical, administrative or organizational safeguards that relate to the protection of such Client Personal Data or (d) any unauthorized access to networks or systems of Quanturi that Process

Client Personal Data. Security Incidents do not include events which are either (a) caused by Client, Client Affiliates, users or third parties operating under their direction, including failure to (i) control user access; (ii) secure or encrypt Client Personal Data which the Client transmits to and from Quanturi during use of the Service; and/or (iii) implement security configurations to protect Client Personal Data; or (b) unsuccessful attempts or activities that do not or are not reasonably likely to compromise the security of Client Personal Data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

“**Sub-Processor**” means any other Processors engaged by Quanturi to Process Client Personal Data.

“**Transfer**” means to disclose or otherwise make Client Personal Data available to a third party including by physical movement of the Client Personal Data to such third party or by enabling remote access or by other means.

1.b. In the event of any conflict or ambiguity between the provisions of this DPA, the Agreement and any Order, the conflict or ambiguity shall be resolved in the following descending order of precedence: this DPA; the Orders (with the most recent taking precedence); and the main body of this Subscription Agreement.

1.c. Terms that have been capitalized but not defined in this DPA shall have the same meaning as in the Agreement or the Data Protection Laws.

2. DETAILS OF PROCESSING

2.1. **Subject Matter.** The subject matter of the Processing under this DPA is the provision of the Service.

2.2. **Duration.** As between Quanturi and Client, the duration of the data processing under this DPA is the term of the Agreement.

2.3. **Purpose.** The purpose of the data processing under this DPA is the provision of the Service.

2.4. **Nature of the Processing.** The Service as described in the Agreement.

2.5. **Type of Client Personal Data.** Client Personal Data uploaded to the Service.

2.6. **Categories of Data Subjects.** The Data Subjects may include Client’s employees, independent contractors, and suppliers.

3. ROLES AND RESPONSIBILITIES

3.a. **Parties’ Roles.** Client, as Controller, appoints Quanturi as a Data Processor to process the Client Personal Data on Client’s behalf.

3.b. **Purpose Limitation.** Quanturi shall process Client Personal Data for the purposes set forth in the Agreement and only in accordance with the lawful, documented instructions of Client, unless Quanturi is required to process Client Personal Data under the Applicable Laws to which Quanturi is subject. The Client’s instructions may be specific or of a general nature as set out in this DPA or as otherwise notified in writing by the Client to Quanturi from time to time. Quanturi may refrain from complying with the Client’s instruction if it notifies the Client that, in Quanturi’s opinion, an instruction for the processing of Client Personal Data given by the Client infringes Data Protection Laws. The purpose of this section is only to determine the scope and the purposes of processing of Client Personal Data by Quanturi and nothing in this DPA will be deemed an obligation of Quanturi to accept any instructions of the Client other than provided under the Agreement.

3.c. **Compliance with Data Protection Laws.** Client shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirements to provide notice to Data Subjects of the use of Quanturi as Processor. For the avoidance of doubt, Client’s instructions for the Processing of Personal Data shall comply with Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and how Client acquired Personal Data.

3.d. **Sale of Personal Data.** The Parties acknowledge and agree that Client does not sell Personal Data to Quanturi in connection with the Agreement and that Quanturi does not Sell Client Personal Data.

4. DATA PROCESSING

Each Party shall comply with all applicable Data Protection Laws in connection with the performance of its obligations and the exercise of its rights under this Agreement. Quanturi shall cooperate as requested by Client, and where required under Data Protection Laws, in connection with any filings, disclosures, or registrations required by governmental authorities in connection with the provision or receipt of the Service.

5. SUB-PROCESSING

Client authorizes Quanturi to appoint Sub-Processors in accordance with this Section 5. Quanturi may continue to use those Sub-Processors already engaged by Quanturi as at the date of this Addendum, as enlisted in Schedule B to this Addendum. Quanturi shall give Client prior written notice of the appointment of any new Sub-Processor, including reasonable details of the Processing to be undertaken by the Sub-Processor. If, within five (5) Business Days of receipt of that notice, Client notifies Quanturi in writing of any objections (on reasonable grounds) to the proposed appointment: (a) Quanturi shall use reasonable efforts to make available a commercially reasonable change in the provision of the Service which avoids the use of that proposed Sub-Processor; and (b) where: (i) such a change cannot be made within thirty (30) business days from Quanturi’s receipt of Client’s notice; (ii) no commercially reasonable change is available; and/or (iii) Client declines to bear the cost of the proposed change, notwithstanding anything in the Agreement, either Party may by written notice to the other Party with immediate effect terminate the Agreement either in whole or to the extent that it

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relates to the Service which require the use of the proposed Sub-Processor. With respect to each Sub-Processor, Quanturi shall: (a) before the Sub-Processor first Processes Client Personal Data (or, as soon as reasonably practicable), carry out adequate due diligence to ensure that the Sub-Processor is capable of providing the level of protection for Client Personal Data required by this Addendum; and (b) ensure that the arrangement between Quanturi and the Sub-Processor is governed by a written agreement including terms which offer at least an equivalent level of protection for Client Personal Data as those set out in this Addendum. Quanturi shall be liable for the acts and omissions of its Sub-Processors to the same extent Quanturi would be liable if performing the services of each Sub-Processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. DATA SECURITY

Quanturi shall secure Client Personal Data in accordance with the security measures described in Schedule A to this Addendum.

7. SECURITY INCIDENTS

In respect of any actual or reasonably suspected Security Incident related to the Agreement or this Addendum involving Quanturi (or a Sub-Processor), Quanturi will, without undue delay, but in no event later than 48 hours, of Quanturi becoming aware of such Security Incident:

- (i) notify Client of the Security Incident; and
- (ii) provide Client with such details as Client reasonably requires under applicable Data Protection Laws, which allows Company to fulfil its own breach reporting obligations under applicable laws, including regarding:
 - (a) the nature of the Security Incident, including the categories and approximate numbers of Data Subjects and Personal Data records concerned;
 - (b) any investigations into such Security Incident;
 - (c) the likely consequences of the Security Incident; and
 - (d) any measures taken, or that Quanturi recommends, to address the Security Incident, including to mitigate its possible adverse effects and prevent the re-occurrence of the Security Incident or a similar breach.
 - (e) further co-operate with Client and take such reasonable commercial steps as are directed by Client to assist in the investigation, mitigation and remediation of each Security Incident.

8. COOPERATION

With regard to Client Personal Data as required under Data Protection Laws, Quanturi shall provide reasonable assistance to Client at Client's sole cost and expense to respond to (i) data protection impact assessments and prior consultations with data protection authorities; (ii) data subject requests to exercise rights; and (iii) inquiries or complaints received from a Data Subject, regulator, or other third party.

9. DELETION/RETURN OF CLIENT PERSONAL DATA

Upon the termination of the Agreement for any reason, or at any time upon Client's written request, Quanturi shall make the Client Personal Data accessible for download or return to Client and/or securely delete or destroy, in accordance with Data Protection Laws, all originals and copies of Client Personal Data, except to the extent otherwise required by the Agreement, this Addendum or any Data Protection Laws. Upon written request by Client, Quanturi shall promptly provide to Client a written confirmation that all Client Personal Data has been returned to Client or securely destroyed in accordance with the Agreement and this Addendum. Notwithstanding the foregoing, Quanturi may retain Client Personal Data in accordance with Quanturi's records management and digital archival back-up policies ("Records Management Policy") Provided such Client Personal Data is destroyed in due course in accordance with the Records Management Policy and applicable Data Protection Laws.

10. DEIDENTIFIED DATA

Quanturi may freely use and disclose Deidentified Data for Quanturi's own business purposes without restriction.

11. AUDITS

Following Client's written request, and subject to the confidentiality obligations set forth in the Agreement, Quanturi shall make available to Client information regarding Quanturi's compliance with the obligations set forth in this DPA in the form of third-party certifications and audits, to the extent that Quanturi makes them generally available to its Clients. Client may reasonably request in writing an on-site audit of the procedures relevant to the protection of Personal Data. Client shall reimburse Quanturi for any time expended for any such on-site audit at Quanturi's then-current professional services rates, which shall be made available to Client upon request. Before the commencement of any such on-site audit, Client and Quanturi shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Client shall be responsible. All reimbursement rates shall be reasonable, considering the resources expended by Quanturi. Client shall promptly notify Quanturi and provide information about any actual or suspected non-compliance discovered during an audit. The provision in this section shall by no means derogate from or materially alter the provisions on audits as specified in the SCCs.

12. REPORTS

Quanturi shall make available to Client, on written request, such information as reasonably appropriate under the circumstances to demonstrate Quanturi's compliance with the above Data Privacy provisions relating to the Processing of Client Personal Data.

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SCHEDULE A TO THE DATA PROCESSING ADDENDUM

DATA SECURITY

This Schedule A shall apply only to the extent Quanturi obtains Client Personal Data as part of the Service.

1. OVERVIEW

- a. **Client Personal Data Access.** Quanturi acknowledges that, in the course of providing Service to Client pursuant to the terms of the Agreement, it may have or be granted access to Client Personal Data.
- b. **Data Security Program.** Quanturi has implemented administrative, technical, and physical security measures detailed in this Schedule A to protect Client Personal Data against accidental or unlawful destruction, loss, access to or alteration of Client Data in Quanturi's possession or control.
- c. **Data Security Policies.** Quanturi maintains policies and procedures for the protection of Client Personal Data that are based on generally accepted industry standard frameworks.
- d. **Third Party Subcontractors.** Quanturi shall be responsible for ensuring that its subcontractors who have access to Client Personal Data maintain data security and privacy programs which are at least as stringent as Quanturi's own programs with respect to the applicable service to which such subcontractor has been engaged, and in accordance with generally accepted industry standards and practices.

2. SECURITY MEASURES

Quanturi maintains appropriate data protection and security measures for the protection of Client Personal Data. Such measures shall include, but shall not be limited to, the following:

- Identity and access management (IDAM) controls
- Data loss prevention (DLP) controls
- Encryption & pseudonymization of relevant data
- Incident response plan (IRP) & data breach notification policy
- Policy management with regular reviews

SCHEDULE B TO THE DATA PROCESSING ADDENDUM

SUB-PROCESSORS

Name of Sub-Processor	Location of Sub-Processor	Description of Processing
Amazon Web Services	The European Union and the United States (depending on the cloud instance selected)	Cloud storage, analytics