

TERMS OF SERVICE

Updated February __, 2020

THESE TERMS OF SERVICE, INCLUDING THE ORDER FORM THAT REFERENCES THESE TERMS OF SERVICE, AND THE PURPLELAB PRIVACY POLICY AND CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT REFERRED TO HEREIN, EACH OF WHICH IS INCORPORATED HEREIN BY THIS REFERENCE (COLLECTIVELY, THE “TERMS”), ARE A BINDING LEGAL CONTRACT BETWEEN PURPLELAB, INC., A DELAWARE CORPORATION (“PURPLELAB”), AND THE INDIVIDUAL OR LEGAL ENTITY WHO LICENSES ANY LICENSED MATERIALS FROM PURPLELAB OR AN AUTHORIZED PURPLELAB RESELLER (“YOU” OR “YOUR”). BY CLICKING THE “I AGREE” BUTTON, BY EXECUTING AN ORDER FORM WITH AN AUTHORIZED RESELLER OF PURPLELAB, OR BY INSTALLING, ACCESSING OR USING ANY LICENSED MATERIALS, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS. IF YOU DO SO ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THESE TERMS ON BEHALF OF THAT LEGAL ENTITY.

THESE TERMS GOVERN YOUR USE OF ANY LICENSED MATERIALS AND ANY RELATED UPDATES AND WRITTEN DOCUMENTATION. YOUR CONTINUED USE OF LICENSED MATERIALS FOLLOWING MODIFICATION TO SUCH LICENSED MATERIALS OR THESE TERMS CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE APPLICATION OF THE TERMS TO SUCH MODIFIED LICENSED MATERIALS OR THE MODIFIED TERMS. TO STAY INFORMED OF ANY CHANGES, PLEASE REVIEW THE MOST CURRENT VERSION OF THESE TERMS AT WWW.PURPLELAB.COM/TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT USE ANY LICENSED MATERIALS.

1. Definitions

“Account” means your account established in connection with your use of the Licensed Materials, represented in each case by a single set of access credentials from PurpleLab.

“Ancillary Programs” means any software agent or tool owned or licensed by PurpleLab that PurpleLab makes available to you as part of the Licensed Materials for purposes of facilitating your access to, operation of and/or use with, the Licensed Materials.

“Authorized User” means any individual you authorize to access or use the Licensed Materials on your behalf and to whom access credentials are provided by PurpleLab.

“Fees” means the fees for your access to and use of the Licensed Materials as determined by PurpleLab or a Reseller and specified in an Order Form as well as any related charges and other service fees set forth in or referred to in these Terms or the applicable Order Form.

“Licensed Data” means any and all extracts, downloads or other data that are based on findings derived from de-identified patient level claims data and related provider masterfile and affiliations data contained in the underlying warehouse of such data, including but not limited to any derivative works developed by PurpleLab relating to or from such underlying data.

“Licensed Materials” means those PurpleLab products that you have agreed to purchase as set forth in an Order Form and any and all of the following relating thereto: (a) Licensed Data transmitted or accessed by you hereunder as well as any documentation relating thereto; (b) Software developed by PurpleLab and distributed to or accessed by you hereunder as well as any documentation relating thereto; (c) any information provided by PurpleLab to enable access to or to provide meaning to Licensed Data, including but not limited to any designs, methods and workflows used to query Licensed Data, as well as any lookup tables, crosswalk tables, code tables, groupings of administrative claim codes into clinical groupers or code groups; and (d) other documentation provided by PurpleLab in connection with your use of any of the foregoing.

“Intellectual Property Rights” means all worldwide right, title and interest in and to all proprietary rights of every kind and nature pertaining to or deriving from any of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (a) foreign and domestic patents and patent applications (including reissuances, divisions, renewals, provisional applications, continuations, continuations in part, revisions, extensions and re-examinations), and all inventions (whether patentable or not), invention disclosures, and improvements thereof; (b) trademarks, service marks, trade names, designs, logos or other source identifiers, including as defined in 15 U.S.C. § 1127, whether registered or unregistered or at common law, including all foreign and domestic applications, registrations and renewals in connection therewith, and all goodwill of the business or otherwise associated with any of the foregoing (“Trademarks”); (c) Internet domain names and other Internet addresses, and user names, accounts, including social networking accounts, pages, and online identities; (d) copyrights, original works of authorship, and all databases and data collections, whether registered or unregistered, and including all applications, registrations and renewals of any such thing, and all moral rights associated therewith; (e) know-how, source code, object code, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, recipes, manufacturing processes, customer and market lists, technical data, specifications, research and development information, technology and product or service roadmaps, data bases and other proprietary or confidential information (including Confidential Information and including queries, reports and wizards, and any crosswalks of standard medical coding terminologies into code groups, clinical groupers and/or therapeutic area definitions); (f) all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code or other readable code (collectively, “Software”); (g) all rights of publicity, rights of privacy and related rights; and (h) all causes of action, whether accruing before, on or after the Effective Date, including all rights to and claims for damages, restitution, income, royalties, payments and other relief, with respect to the foregoing, the right to sue and recover damages and payments for past, present and future infringements or misappropriations thereof, the right to file applications for and to secure and maintain registrations or issuances in and make all related filings for any of the foregoing in any

jurisdiction and any and all corresponding rights that now or hereafter may be secured throughout the world, and all copies and tangible embodiments thereof.

“Order Form” means a written document signed by you and PurpleLab or a Reseller, or an electronic form submitted by you and accepted by PurpleLab or a Reseller, that identifies a Service that you have agreed to purchase. In the event of a conflict between these Terms and an Order Form, these Terms shall govern.

“Reseller” means a third party who PurpleLab appoints as its marketer and/or partner of some or all of the Licensed Materials pursuant to the terms of a Reseller Addendum.

“Reseller Addendum” means the agreement with an authorized Reseller pursuant to which you have been given rights to access some or all of the Licensed Materials on the terms and subject to the provisions of set forth herein.

“Term” means the term during which PurpleLab will make Licensed Materials available to you and your Authorized Users as set forth in an Order Form.

“Third Party License” means any licenses or other contracts and agreements providing for your use of any Third Party Materials incorporated or integrated with any Licensed Materials.

“Third Party Materials” means any third-party materials, information or data, and all Intellectual Property Rights related thereto, that is made available to you by PurpleLab in connection with your use of the Licensed Materials pursuant to these Terms.

“Your Data” means any and all data, content or information entered into or transmitted to PurpleLab by you or your Authorized Users or otherwise made available or accessible to PurpleLab by you or your Authorized Users.

2. Licensed Materials

- a. **License.** Subject to and conditioned on your and your Authorized Users' compliance with these Terms and the applicable Order Form, and payment of all Fees, PurpleLab shall use commercially reasonable efforts to make Licensed Materials available to you and your Authorized Users during the applicable Term solely for your and your Authorized Users internal business purposes, subject to all Third Party Licenses incorporated in or bundled with the Licensed Materials, scheduled downtime, service downtime due to a Force Majeure Event (as set forth in Section 15) or any suspension or termination of your access to or use of the Licensed Materials as permitted herein. The foregoing license is non-exclusive, non-sublicensable, non-transferable, revocable and limited. You understand and agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or

written comments made by PurpleLab or its representatives regarding future functionality or features of any Licensed Materials.

- b. **Restrictions on Use of Licensed Materials.** You understand and agree that none of the Licensed Materials may be sold, re-licensed or otherwise distributed to a third party, unless expressly permitted in writing by PurpleLab or, if you are a Reseller, pursuant to the express terms of your Reseller Addendum, except that you may distribute Licensed Data containing summarized results of individual and organizational healthcare provider experience, and quality and cost of care data (summarized by conditions or procedures), provided that such summarized results do not include any counts of codes, claims or patient volumes, but may include segmentation value data.
- c. **Additional Restrictions on Use of Licensed Data.** Under no circumstances shall any Licensed Data be used to: (i) compile, verify, edit, enhance, update or publish any other directory, database or information medium including but not limited to mailing lists, guides, internet directories and web sites for value or not, for any third party; or (ii) identify any individual patient, any individual's relatives or household members, a pharmacy or hospital provider, or a source of the Licensed Data. You shall not reengineer, reverse engineer, mash up, link to, use or combine any Licensed Data with other data in such a manner that would result in the identification or re-identification of the original source of the Licensed Data or be in violation of applicable law. You shall not share or otherwise disclose any Licensed Data with any pharmacies or prescribers, or with any persons or entities engaged by pharmacies or prescribers. You shall not, without obtaining prior written permission from PurpleLab, disclose to any third party that PurpleLab is the Licensed Data provider, unless required to do so by a government authority or court order.
- d. **Ancillary Programs.** As part of the Licensed Materials, PurpleLab also may provide you with access to or the ability to download Ancillary Programs for use with the Licensed Materials. If PurpleLab does not specify separate terms and conditions for such Ancillary Programs, you shall have a non-transferable, non-exclusive, non-assignable, non-sublicensable, revocable, limited right to use such Ancillary Programs solely to facilitate your access to, operation of, and/or use of the Licensed Materials, subject to these Terms and the applicable Order Form. Your right to use such Ancillary Programs will terminate upon the earlier of PurpleLab's termination of your access to the Licensed Materials, the expiration or termination of these Terms, the end of the applicable Term or the date on which the license to use the Ancillary Programs ends under the separate terms specified for such Ancillary Programs. All right, title and interest in and to the Ancillary Programs shall remain with PurpleLab or the third-party rights holder to the extent any Ancillary Programs are subject to a Third Party License.
- e. **Intellectual Property Rights.** Except as otherwise expressly set forth herein, nothing in these Terms grants you or your Authorized Users any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to the Licensed Materials or any Third Party Materials, whether expressly, by implication or estoppel, or otherwise. All right, title and interest in and to the

Licensed Materials and the Third Party Materials remain with PurpleLab and the respective third-party rights holders.

- f. **Independent Contractors.** You understand and agree that PurpleLab may, in its sole discretion, hire or engage third parties to perform services in connection with the Licensed Materials, including, but not limited to, hosting, managing, operating and maintaining the Licensed Materials and storing, processing, managing, maintaining, and transmitting Licensed Data, Your Data and Ancillary Programs.

3. Your Responsibilities

- a. **General.** You shall (i) accept and agree to be bound by the terms and provisions of any and all Third Party Licenses incorporated in or accessed by the Licensed Materials and be solely responsible for your and each of your Authorized Users compliance with the terms and provisions of any and all such Third Party Licenses, (ii) be solely responsible for each of your Authorized User's compliance with these Terms and the applicable Order Form and understand and agree that any breach of these Terms or the applicable Order Form by any of your Authorized Users shall constitute a breach by you, (iii) be solely responsible and liable for the accuracy, quality and legality of Your Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Licensed Materials, including, but not limited to implementing appropriate physical, technical and administrative safeguards to protect against the unauthorized disclosure of any Keys and use of industry standard administrative and technological procedures to protect the Licensed Data from hacking, theft and misuse; (v) notify PurpleLab promptly of any such unauthorized access or use, (vi) use commercially reasonable efforts to store the Licensed Data in a form and format that is separable from other data owned, licensed or used by you; and (vii) use the Licensed Materials only in accordance with these Terms and the terms of the applicable Order Form, any and all applicable Third Party Licenses and all applicable laws and government regulations, including, with respect to Licensed Data, all privacy and data protection laws and regulations including but not limited to the Health Insurance Portability and Accountability ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Acts, CAN-SPAM and the Fair Credit Reporting Act.
- b. **Data Agents.** In the event your use of the Licensed Materials in accordance with these Terms and the terms of the applicable Order Form require you or any of your Authorized Users to receive data or other information owned or licensed by third-party providers of healthcare demographic information (each, a "Data Agent"), you shall be responsible: (i) for entering into, maintaining and paying any and all applicable fees for all licenses, contracts and other agreements with such Data Agents and, in the event you or any of your Authorized Users utilize a third party that will access or have access to Data Agent data or other information, you and such third party shall be responsible to enter into an appropriate agreement with the applicable Data Agent to permit such access. You acknowledge and agree that PurpleLab shall have no liability under any license, contract or other

agreement between any Data Agent, on the one hand, and you, your Authorized Users or any third party utilized by you or any of your Authorized Users, on the other hand.

- c. **Your Accounts and Authorized Users.** Accounts may not be transferred or assigned to another entity without the written consent of PurpleLab. Access credentials provided to an Authorized User to access an Account may not be shared or used by any person or entity other than that Authorized User.
- d. **Your Back-Ups.** You acknowledge that you are responsible for creating back-ups of Your Data and any other content provided or used by you in connection with the Licensed Materials. PurpleLab shall have no obligation to maintain any such data or content or to forward any data or content to you or any third party at any time during the Term or thereafter. PURPLELAB HAS NO, AND EXPRESSLY DISCLAIMS, ANY LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF YOUR DATA.
- e. **Your Keys.** You may elect to provide PurpleLab access to keys, credentials, or passwords (“Keys”) to access your applications and/or technology infrastructure. By providing PurpleLab any such Keys, you authorize PurpleLab to use those Keys and to access your corresponding applications and infrastructure for the purpose of providing Licensed Materials and Data under these Terms.
- f. **Obligations on Termination.** Within 10 days of any termination of your access to Licensed Materials, you shall ensure that all Licensed Data is completely and permanently deleted from all databases, storage locations and any PurpleLab approved and permitted third-party platforms where the Licensed Data may reside.
- g. **Cooperation.** You agree to provide all cooperation and assistance as PurpleLab may reasonably require or request to enable PurpleLab to perform its obligations under these Terms. PurpleLab is not responsible or liable for any delay or failure of performance directly or indirectly caused by your delay in performing your obligations under these Terms.

4. Deliverables

Certain Licensed Materials may involve the development or addition of new features, enhancements or customizations to the Licensed Materials (“Deliverables”). PurpleLab will perform development work and related services to provide you with any such Deliverables pursuant to a separate statement of work to be mutually agreed upon by the parties (a “Statement of Work”). Each Statement of Work shall set forth the specifications, fees and other relevant provisions for the Deliverables and shall be attached hereto and incorporated into these Terms. In the event of a conflict between these Terms and the terms of a Statement of Work, these Terms shall govern. The terms and conditions of each Statement of Work will control solely with respect to the Deliverables to be provided under such Statement of Work. Unless as otherwise set forth in a Statement of Work, PurpleLab shall own all right, title and interest in and to such Deliverables, including all Intellectual Property Rights therein

and you hereby assign all right, title and interest, including Intellectual Property Rights, in and to such Deliverables to PurpleLab.

5. Pricing and Payment Terms

- a. **Fees.** The Fees for your access to and use of Licensed Materials and Licensed Data shall be set forth in an Order Form or Statement of Work. Except as otherwise specified herein or in a Statement of Work, all Fees are non-cancelable and Fees paid are non-refundable.
- b. **Invoicing.** During the Term, PurpleLab will charge the Fees for your Licensed Materials to the account on file on an annual or monthly basis as set forth in the Order Form for the Licensed Materials. Receipts for payment will be provided on a monthly or annual basis, as applicable. Notwithstanding the foregoing, if you are purchasing Licensed Materials through an authorized Reseller of PurpleLab, then the Reseller will charge the Fees for your Licensed Materials in accordance with the invoicing and payment terms provided by the Reseller.
- c. **Taxes.** All Fees payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide PurpleLab or its authorized Reseller any information PurpleLab or such Authorized Reseller may reasonably request to determine whether it is obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing PurpleLab or its authorized Reseller with legally-sufficient tax exemption certificates for each taxing jurisdiction. PurpleLab or the authorized Reseller will apply the tax exemption certificates to charges under your account occurring after the date it receives the tax exemption certificates. If any deduction or withholding is required by law, you will notify PurpleLab or the authorized Reseller and pay any additional amounts necessary to ensure that the net amount that it receives, after any deduction and withholding, equals the amount it would have received if no deduction or withholding had been required. Additionally, you will provide PurpleLab or the authorized Reseller with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.
- d. **Trial Licenses.** If your access to and use of Licensed Materials and Licensed Data has been restricted to non-productive, evaluation purposes for a limited trial period specified in Order Form, then, notwithstanding anything else, in connection with such trial/evaluation use no fees will apply.
- e. **Audits.** PurpleLab may, from time to time, conduct audits to determine your compliance with these Terms during normal business hours and upon reasonable advance written notice to you. You agree to cooperate in all such audits. All information gathered in such audits shall be deemed confidential information subject to the terms and provisions of your Confidentiality and Non-Disclosure Agreement with PurpleLab. All costs of the audits shall be borne by PurpleLab unless an audit reveals a material breach of these Terms, in which event, in addition to any other damages to which PurpleLab may be entitled, you will be liable to PurpleLab for the cost of the audit.

6. Proprietary Rights

- a. **Ownership; Reservation of Rights.** Subject to the limited rights expressly granted to you hereunder, PurpleLab reserves all right, title and interest, including all Intellectual Property Rights, in and to the Licensed Materials and any Deliverables. No rights are granted to you hereunder other than as expressly set forth herein. Excluding Feedback (defined below) and Service Analyses, you retain all right, title and interest in and to Your Data. You hereby grant to PurpleLab and its successors and assigns a non-exclusive, transferable, sublicensable, worldwide, royalty-free, right and license to use, copy, distribute, display, perform, transmit, store, maintain and prepare derivative works of Your Data solely as needed for PurpleLab (or its successors or assigns) to perform its duties and obligations under these Terms, any Order Form and/or any Statement of Work or as needed for PurpleLab to otherwise comply with all applicable laws.
- b. **Restrictions.** You shall not (i) permit any third party to access the Licensed Materials except as permitted herein or in an Order Form, (ii) copy, distribute, display, or create derivative works based on the Licensed Materials, except as authorized herein, (iii) disassemble, decompile or otherwise reverse engineer any Licensed Materials, or (iv) access any Licensed Materials in order to build a competitive or service, or copy any features, functions or graphics of any Licensed Materials.
- c. **Feedback.** It is expressly agreed that all rights, title and interest, including all Intellectual Property Rights, to all suggestions, enhancement requests, recommendations or other feedback provided by you and your Authorized Users relating to the Licensed Materials (“Feedback”) is owned by PurpleLab. You hereby assign and convey to PurpleLab any and all rights and interests, including Intellectual Property Rights, in any such Feedback. To the extent that such assignment is held to be invalid or unenforceable, you hereby grant to PurpleLab a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any Feedback into the Licensed Materials.
- d. **Service Analyses.** PurpleLab may (i) compile statistical and other information related to the performance, operation and use of the Licensed Materials, including pricing plans, and (ii) use data from the PurpleLab Platform in aggregated form for security and operations management, to create statistical analyses, and for research and development, marketing and promotional purposes (clauses (i) and (ii) are collectively referred to as “Service Analyses”). Notwithstanding anything herein to the contrary, PurpleLab may make Service Analyses publicly available; however, PurpleLab will use commercially reasonable efforts to ensure that Service Analyses do not incorporate Your Data in a form that could serve to identify you or any individual. PurpleLab retains all Intellectual Property Rights in Service Analyses and you hereby assign all right, title and interest you may have in and to such Service Analyses to PurpleLab, including all Intellectual Property Rights therein.

- e. **Trademarks.** To the extent you are not an authorized Reseller of PurpleLab, you agree not to use, without PurpleLab's express, written consent, any of PurpleLab's Trademarks, except as allowed by applicable law. To the extent you are an authorized Reseller of PurpleLab, you may only use PurpleLab's Trademarks expressly as set forth in the Reseller Addendum entered into between you and PurpleLab.
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7. Representations & Warranties

- a. You represent that you have full power and authority to enter into these Terms and that it is binding upon you and enforceable in accordance with its terms.
- b. PurpleLab represents that it has full power and authority to enter into these Terms and that it is binding upon PurpleLab and enforceable in accordance with its terms.
- c. PurpleLab further represents and warrants that, at the time of delivery, all Licensed Materials and any Deliverables will substantially conform to the then-current specifications as provided to you by PurpleLab. As your sole remedy and PurpleLab's sole and exclusive liability for breach of this Section 8(c), PurpleLab will, at its option, either re-perform at no additional charge any Licensed Materials that breach the foregoing warranty or refund the Fees paid by you for any Licensed Materials that breach the foregoing warranty, provided that you notify PurpleLab of a breach of the foregoing warranty within 30 days after the applicable breach occurs.
- d. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PURPLELAB MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS PERFORMANCE UNDER THESE TERMS, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ALL LICENSED MATERIALS AND THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.
- e. PURPLELAB DISCLAIMS ALL LIABILITY TO YOU OR YOUR AUTHORIZED USERS, AFFILIATES AND CUSTOMERS THAT MAY RESULT FROM YOUR AND YOUR AUTHORIZED USERS USE OF LICENSED MATERIALS AND ANY THIRD PARTY MATERIALS, INCLUDING FROM ANY FAILURE OR MALFUNCTION OF ANY LICENSED MATERIALS, INCLUDING THE SUPPORTING INFRASTRUCTURE AND SERVICES PROVIDED BY THIRD PARTIES, AS WELL AS ANY MISUSE BY YOUR EMPLOYEES, CONTRACTORS OR OTHER RELATED THIRD PARTIES. ANY STATEMENTS OF FACT, DESCRIPTIONS,

PROJECTIONS, ESTIMATES OR OTHER STATEMENTS EXPRESSED IN THESE TERMS, ANY ORDER FORM OR STATEMENT OF WORK, OR OTHERWISE BY PURPLELAB IN CONNECTION WITH THE LICENSED MATERIALS SHALL NOT

BE DEEMED TO CONSTITUTE A WARRANTY OF THE LICENSED MATERIALS OR ANY PART THEREOF.

- f. ANY RELIANCE ON OR DECISION BY YOU ON LICENSED DATA OR ANY OTHER LICENSED MATERIAL IS YOUR SOLE RESPONSIBILITY AND PURPLELAB SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY ACT OR OMISSION BY YOU ARISING OUT OF OR RELATED TO ANY SUCH RELIANCE OR DECISION.

8. Security; Confidentiality

- a. PurpleLab will employ security measures in accordance with its Privacy Policy (which governs the security of information obtained from use and navigation of its website at www.purplelab.com) and the Confidentiality and Non-Disclosure Agreement (which governs the security of information obtained from its customers, including you and Your Data, as well as your obligations to maintain in confidence and not disclose information provided to you by PurpleLab, including information provided to you pursuant to these Terms) (the "NDA"), as such documents may be modified or amended from time to time. A copy of the Privacy Policy is available at: <http://www.purplelab.com/privacy-policy>. A copy of the NDA is available at: **[insert]**.
- b. You retain sole responsibility for your information technology infrastructure, including, computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by you or through third-party providers such as third-party cloud services providers ("Your Systems"), as well as the security and use of your and your Authorized Users' Keys, and all access to and use of the Licensed Materials and Ancillary Programs directly or indirectly by or through Your Systems or via your or your Authorized Users' Keys, including, but not limited to, all results obtained therefrom and all conclusions, decisions and actions based on or in connection with such access or use. You understand that Your Data may be transferred to PurpleLab via the internet or via a third party cloud services-provider (such as, for example, Dropbox). PurpleLab provides no representation or warranty AND EXPRESSLY DISCLAIMS ALL LIABILITY resulting from the transmission of Your Data over the internet or the handling, processing, use, storage, maintenance, transmission, of Your Data by and/or the other actions or omissions of such third-party cloud services provider(s). You understand and agree that the handling, processing, use, storage, maintenance, and transmission of Your Data by such third-party cloud services provider(s) is specifically governed by the terms and conditions of such third-party cloud services-provider and not these Terms.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING HEREFROM OR RELATED HERETO IN ANY CAUSES OF ACTION OF

ANY KIND, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. PURPLELAB'S AGGREGATE LIABILITY TO YOU FOR EVERY REASON UNDER THESE TERMS SHALL BE LIMITED TO THE AMOUNT OF FEES AND COMPENSATION ACTUALLY PAID BY YOU TO PURPLELAB, OR PAID BY YOU TO A RESELLER SOLELY ON ACCOUNT OF LICENSED MATERIALS PROVIDED BY PURPLELAB, DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnity

You will defend, indemnify, and hold harmless PurpleLab from and against any and all claims, losses, liabilities, damages, judgments, settlements, costs, and expenses (including attorneys' fees, expert witness fees, and court costs) based upon, resulting from or related to: (a) any improper, illegal, or unauthorized use of the Licensed Materials or any element thereof by you or your Authorized Users; or (b) any breach of your representations, warranties or covenants under these Terms.

11. Term & Termination

- a. The Term for each Purchased Service shall be set forth in the Order Form, provided that if no Term is stated in the Order Form then the Term shall be one year, which shall automatically renew for additional, successive one-year terms, unless either PurpleLab or its authorized Reseller, on the one hand, or you, on the other hand, has terminated these Terms by giving notice of termination to the other party at least 30 days prior to the end of the then-current term. The pricing applicable during any such renewal terms shall be the same as that during the prior term unless PurpleLab or its authorized Reseller has provided you with written notice of a price increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective for the duration of the applicable renewal term. Upon termination of these Terms as provided above, PurpleLab or its authorized Reseller may retain any payments and you shall pay PurpleLab or its authorized Reseller for any Fees owed up to the date of termination, together with all other amounts due hereunder. Any payments that have been received shall be credited against any such amounts due.

- b. Either PurpleLab or its authorized Reseller may suspend your rights to use the Licensed Materials (in whole or in part), and/or terminate these Terms 15 days following provision of notice to you, in accordance with the notice provisions set forth herein, if you are in default of any payment obligation with respect to any of the Licensed Materials or if any payment mechanism you have provided is invalid or charges are refused for such payment mechanism, and you fail to cure such payment obligation default or correct such payment mechanism problem within such 15-day period.
 - c. PurpleLab may suspend or terminate your access to any Licensed Materials upon written notice in order to: (i) prevent damage to or degradation of the Licensed Materials; (ii) comply with any law, regulation, court order, or other governmental request or order which requires immediate action; or (iii) otherwise protect PurpleLab or its authorized Reseller from potential legal liability. If suspended, PurpleLab will promptly restore use of the Licensed Materials to you as soon as the event giving rise to the suspension has been resolved to PurpleLab's satisfaction.
 - d. The following Sections of these Terms shall survive any expiration or termination of the Licensed Materials: 1, 5, 6, 8-10, and 12-16.
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12. Export Compliance

The Licensed Materials and other technology made available by PurpleLab and derivatives thereof may be subject to export and import laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit your Authorized Users to access or use any Service in a U.S.-embargoed country or in violation of any export or import law or regulation of any jurisdiction.

13. Applicable Law; Dispute Resolution

These Terms shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. You agree that any claim or dispute you may have against PurpleLab must be resolved by a federal or state court located in the Eastern District of the Commonwealth of Pennsylvania and you hereby consent to the jurisdiction of such courts. The prevailing party in any dispute hereunder shall be entitled to recover from the other party its costs, expenses and reasonable attorneys' fees (including any fees for expert witnesses, paralegals, in-house counsel, or other legal services providers).

14. Assignment

PurpleLab may freely assign or delegate all rights and obligations under these Terms, fully or partially, with or without notice to you. PurpleLab may also substitute, by way of novation, any third party that assumes our rights and obligations under these Terms.

15. Force Majeure

If you or PurpleLab cannot perform your or its respective obligations under these Terms because of any act of God, accident, strike, court order, fire, riot, war, failure of third-party equipment or any other cause not within the affected party's reasonable control and that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will, if possible and reasonable, (a) promptly notify the other party, (b) take reasonable steps to resume performance as soon as possible, and (c) not be considered in breach during the duration of the Force Majeure Event. If a Force Majeure Event continues for five days, PurpleLab may terminate your access to the Licensed Materials and these Terms by providing electronic notice to you.

16. Notices

Notices made by PurpleLab for you or your Account specifically (e.g., notices of breach and/or suspension) will be provided to you via the email address provided to PurpleLab in your registration for the Licensed Materials or in any updated email address you provide to PurpleLab in accordance with standard Account information update procedures PurpleLab may provide from time to time. It is your responsibility to keep the email address current and you will be deemed to have received any email sent to any such email address, upon PurpleLab sending of the email, whether or not you actually receive the email. Notices made by you to PurpleLab may be sent to: support@PurpleLab.com.

17. Entire Agreement

These Terms, along with the Privacy Policy, NDA and any Order Form, constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of these Terms. If one or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired.