

## MELLIVOR.AI CUSTOMER AGREEMENT

This Customer Agreement sets forth the terms and conditions pursuant to which Mellivor.AI, Inc. (“Mellivor.AI”) provides the customer (“Customer”) with access to and the use of Mellivor.AI’s proprietary technology solution (the “Solution”, the Solution and any services provided by Mellivor.AI to Customer in connection therewith, collectively, the “Service”). This Customer Agreement is incorporated into and governs all access to, receipt of and use of the Service by Customer, including via Orders (as defined herein). Customer’s receipt of services or use of or access to the Solution shall constitute Customer’s unconditional acceptance of any Orders placed by Customer, this Customer Agreement and any additional applicable pricing or other schedules (collectively, the “Agreement”). The Agreement shall be effective upon the earlier of the date this Customer Agreement is accepted by Customer or the date of Customer’s first use of or access to the Service (the “Effective Date”). By indicating acceptance of this Agreement or by otherwise using the Service, Customer is entering into a legally binding agreement with Mellivor.AI. An individual user accepting the Agreement on behalf of an organization represents that such user has the right to bind such organization to the Agreement. An individual user accepting the Agreement in their individual capacity hereby represents that they are of legal age, and are otherwise fully able and competent, to enter into a binding agreement. Any Customer who does not agree to the Agreement must not use the Service.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN CUSTOMER AND MELLIVOR.AI, AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY.

In consideration of the covenants set forth herein, Mellivor.AI and Customer hereby agree as follows:

### 1. **Provision of the Service.**

1.1 **Provision Generally.** The Service connects customers working in life sciences with specialist knowledge regarding information technology, enables customers to access artificial intelligence (AI) and machine learning (ML) through a fully managed solution, and provides customers with a linguistic user interface to facilitate interaction with AI systems in a conversational manner. During the Term (as defined below), Customer will input Customer Data, which may include Customer queries related to clinical development operations, data management, and information technology management, into the Service. “Customer Data” means all data and information which Customer inputs into the Solution or otherwise provides to Mellivor.AI. The Service may utilize either or both closed-source and open-source AI models and model weights and biases to generate outputs for customers in the form of answers to questions, computer code, texts, articles, in-system user actions, graphics and reports (the “Results”). Results are provided as the result of Customer interactions with Mellivor.AI’s centralized Software-as-a-Service (SaaS) platform. The Service includes Mellivor.AI’s provision of access to the Solution and generation of Results for Customer. The Solution includes any and all of Mellivor.AI’s proprietary technology, including a web portal, cloud-hosted software platform, products, processes, algorithms, user interfaces, know-how, techniques, designs, data and other tangible or intangible technical material or information. Customer will order the Service by submitting one or more separate orders in writing or via an order page on the Solution website (“Orders”) which include the quantity of User(s) ordered, Fees (as defined below), and start date. “User” means an employee or other authorized personnel of Customer authorized by Customer to use the Service.

1.2 **Grant of Rights.** Subject to the terms and conditions of this Agreement, Mellivor.AI hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right for one or more Customer Users (as specified in the applicable Order) to access and use the Service (including, for clarity, the Results), solely for Customer’s internal business purposes, during the Term. All rights in the Service not expressly granted to Customer are reserved by Mellivor.AI and its licensors. There are no implied rights.

1.3 **Restrictions.** Customer shall not (and shall not allow any third party to): (a) use the Service or the Results for the benefit of any third party, or to develop or market any product, software or service that is functionally similar to or derivative of the Service, or for any other purpose not expressly permitted herein; (b) disclose the Results to any third party or permit any non-User to access or use the Service or the Results (other than third-party service providers who need to use the Service or the Results in order to provide services to Customer, and who are subject to confidentiality obligations and use restrictions regarding the same); (c) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the Service or the Results, directly or indirectly, to any third party; (d) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any software (including source code), or any other underlying data or technology, associated with the Service; or (e) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service. All acts and omissions of Users shall be deemed to be those of Customer, and Customer shall be responsible therefor. If Users access the Service using passwords, Customer shall keep all passwords safe and secure, and shall be responsible for all use of the Service using passwords issued to Customer and Users. Customer shall notify Mellivor.AI immediately of any actual or suspected unauthorized use of its passwords for the Service. Without limiting any of its other rights or remedies, Mellivor.AI reserves the right to suspend any User’s right to access the Service if Mellivor.AI reasonably believes that such User has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Customer prompt written notice of such suspension).

1.4 **Customer Cooperation.** Customer shall reasonably cooperate with Mellivor.AI in all matters relating to the Service, and respond promptly to any Mellivor.AI request to provide information, approvals, authorizations or decisions that are reasonably necessary for Mellivor.AI to provide the Service in accordance with this Agreement. Customer acknowledges and agrees that Mellivor.AI’s ability to provide the Service and generate the Results is directly dependent on Customer’s provision to Mellivor.AI of accurate and complete Customer Data, and that Mellivor.AI shall not be liable for delays, inaccuracies or limitations in providing the Results resulting from Customer’s lack of cooperation.

2. **Compliance with Laws.** Each Party shall comply with all laws, regulations and ordinances applicable to its activities hereunder (“Applicable Law”).

### 3. **Support, Downtime and Security.**

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3.1 **Support.** Mellivor.AI will act in good faith to resolve support issues in a timely manner. Support services shall apply to issues that can be reasonably described as bugs, but not enhancements, optimizations, or features, which Mellivor.AI is not required or guaranteed to provide under this Agreement. Customer may submit support tickets 24/7, and Mellivor.AI will respond within three (3) days. Customer support can be reached via email M-F during working hours, excluding U.S. federal holidays.

3.2 **Downtime.** Mellivor.AI shall use commercially reasonable efforts to provide access to the Service. From time to time the Service may be inaccessible or inoperable for various reasons, including (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which Mellivor.AI may undertake from time to time; or (c) causes beyond the reasonable control of Mellivor.AI, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures (collectively “Downtime”). Mellivor.AI shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. Mellivor.AI shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service in connection with Downtime, whether scheduled or not.

3.3 **Security.** Mellivor.AI shall implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Customer Data provided by Customer, including industry standard access controls, firewalls, passwords and malware protection. Mellivor.AI will promptly notify Customer if Mellivor.AI has reason to believe that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, damage or destruction of the Customer Data.

### 4. Ownership and Intellectual Property Rights.

4.1 **By Mellivor.AI.** Customer acknowledges and agrees that all right, title and interest in and to the Service (including the data, information, text, images, designs, marks, logos, compilations (meaning the collection, arrangement and assembly of information) and other content on or made available through the Service, other than the Customer Data and the Results), the Solution and all improvements and derivatives of the foregoing, including all intellectual property and proprietary rights embodied therein or associated therewith, are and shall remain owned by Mellivor.AI or its licensors, and this Agreement in no way conveys any right, title or interest in the Service or the Solution other than a limited right to use the Service in accordance with the terms and conditions herein. No right or license is granted hereunder to Customer under any trademarks, service marks, trade names or logos. Customer shall not remove any Mellivor.AI trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

4.2 **By Customer.** Mellivor.AI acknowledges and agrees that as between Customer and Mellivor.AI, all right, title and interest in and to the Customer Data and the Results (including all intellectual property and proprietary rights embodied therein or associated therewith) are and shall remain owned by Customer or its licensors. Customer hereby grants to Mellivor.AI a non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data and Results solely in connection with providing the Service to Customer, and improving and developing the Service. Mellivor.AI may analyze Customer Data, Results, and data and results of other customers, and to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Mellivor.AI may during and after the Term use and disclose such statistics and data, information generated from such models, in any manner in its discretion. Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data, unless Customer requests use of Mellivor.AI add-ons to assist with Customer Data collection and provision.

4.3 **Feedback.** In consideration of the provision of the Service hereunder, Customer agrees to provide Mellivor.AI with reasonable feedback and suggestions regarding the Service, including potential improvements or changes thereto (collectively, “Feedback”), if requested by Mellivor.AI. The Feedback shall include reasonable characterization of user interaction and engagement with aspects of the Service, if requested by Mellivor.AI. The Feedback shall be considered Confidential Information of Mellivor.AI, and Mellivor.AI shall be free to use, disclose, and otherwise exploit in any manner, the Feedback for any purpose and without any payment to Customer.

### 5. Fees and Other Consideration.

5.1 **Fees.** In consideration of the provision of the Service hereunder, Customer shall pay Mellivor.AI the fees set forth in the applicable Order or pricing schedule (the “Fees”) for the number of Users selected by Customer. Mellivor.AI will charge Customer subscription Fees in advance of each applicable subscription term. All Fees are nonrefundable (except as set forth in Section 10.4) and shall be paid in United States dollars.

5.2 **Taxes.** All amounts due hereunder are exclusive of all sales, use, excise, service, value added, or other taxes, duties and charges of any kind (whether foreign, federal, state, local or other) associated with this Agreement, the Service, or Customer’s access to the Service. Customer shall be solely responsible for all such taxes, duties and charges (except for taxes imposed on Mellivor.AI’s income), which may be invoiced by Mellivor.AI from time to time.

5.3 **Payment Method.** Customer is responsible for maintaining complete and accurate billing and contact information with Mellivor.AI. Payments shall be made either through automated clearing house (ACH) transfers from Customer’s account directly to Mellivor.AI, credit card authorization, or if agreed to by both parties, by invoice. Invoices shall be issued on or around the effective date of each applicable subscription term and due within thirty (30) days after date of invoice. If Customer elects to pay through ACH transfer or credit card authorization, Customer agrees to execute and deliver to Mellivor.AI an authorization agreement for direct payments whereby Mellivor.AI shall be irrevocably authorized to initiate ACH transfers from Customer’s account to Mellivor.AI, or to charge Customer’s credit card, in the amounts required under this Agreement. Customer agrees to undertake any and all required actions, execute any required documents, instruments or agreements, or to otherwise take any action in order to effectuate the requirements of this Section 5.3. If Customer has elected to pay by ACH transfer or credit card, and the charge fails for any reason, Customer shall be responsible for ensuring timely payment to Mellivor.AI. If Customer has

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elected to pay by credit card, Customer agrees to notify Mellivor.AI of any changes to Customer's credit card information associated with, including changes in billing address and expiration dates.

5.4 **Late Payments.** Customer shall pay interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under Applicable Law, calculated daily and compounded monthly. Customer shall reimburse Mellivor.AI for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Customer hereunder. Mellivor.AI may suspend delivery of Results to Customer if payment is late.

### 6. **Term; Termination.**

6.1 **Term.** The term of this Agreement shall commence on the Effective Date and, unless earlier terminated as set forth herein, shall continue for the initial period specified in the applicable Order (the "**Initial Term**"), unless otherwise terminated as described in this Article 6. At the end of the Initial Term, this Agreement shall automatically renew for subsequent terms of the length specified in the applicable Order (each a "**Renewal Term**"), and the Initial Term and all Renewal Terms, collectively, the "**Term**"). After the first Renewal Term, either party may notify the other party in writing of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Renewal Term. If no term length is specified in the applicable Order, the length of the Initial Term and each Renewal Term (if any) shall be one (1) month.

6.2 **Termination.** Customer may terminate this Agreement by written notice thereof to Mellivor.AI, if Mellivor.AI materially breaches this Agreement and does not cure such breach within fifteen (15) days after written notice thereof. Mellivor.AI may terminate this Agreement immediately if Customer becomes the subject of any voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors. Mellivor.AI reserves the right to suspend access to the Service and/or, on written notice to Customer (including by email or posting on the Solution), terminate this Agreement immediately at any time, for any reason or no reason.

6.3 **Effects of Termination; Survival.** Upon any expiration or termination of this Agreement: (a) all rights granted to Customer hereunder shall terminate, and Mellivor.AI shall no longer provide access to the Service to Customer, (b) Customer shall cease and cause its Users to cease using the Service, (c) each party shall promptly return or destroy any Confidential Information of the other party in its possession, and (d) Mellivor.AI shall not be liable to Customer, or any third party, for compensation, reimbursement, or damages in connection with Customer's use of the Service or for termination of access to the Service. If Mellivor.AI terminates this Agreement without cause, Mellivor.AI shall issue a prorated refund to Customer for Fees paid for use of the Service not received due to such termination. Any obligations that have accrued prior to expiration or termination, including payment obligations, shall survive expiration or termination of this Agreement. In addition, the following Sections, as well as any other provisions herein which by their nature should survive, shall survive expiration or termination of this Agreement: Sections 1.3, 1.4, 2, 4, 6.3 and 7 through 12.

### 7. **Customer Responsibilities.**

Customer is solely responsible for all Customer Data provided by Customer, including for the accuracy, integrity and quality of Customer Data. Customer shall not: (a) upload or otherwise make available to Mellivor.AI any Customer Data that violates the rights of any third parties, including without limitation intellectual property or other proprietary rights of any third party; (b) upload or otherwise make available to Mellivor.AI any Customer Data that Customer does not have a right to transmit and have processed through the Service due to any Applicable Law or other obligation; (c) upload or otherwise make available to Mellivor.AI any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Service or servers or networks connected to the Service; or (e) violate any Applicable Law, including but not limited to those regarding data protection, privacy, proprietary rights and publicity, marketing and advertising, consumer protection, and the export of technical data, in its use of the Service and the Results.. Depending upon the specific services, capabilities, functionalities and experiences implemented for the Customer as components of the Customer-specific Service, Customer Data and/or Results may be subject to applicable policies and terms of Microsoft, Amazon, or other third parties whose products or services are consumed by Mellivor.AI solutions. Nothing in this Agreement obviates or supersedes any such applicable policy or term.

### 8. **Representations and Warranties; Disclaimer.**

8.1 **General Representations and Warranties.** Each Party hereby represents and warrants to the other Party that: (a) it is a corporation, company or other entity (as applicable) duly organized, validly existing and in good standing in its jurisdiction of organization; (b) its execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary organizational action on its part; (c) the provisions set forth in this Agreement constitute legal, valid and binding obligations of such Party enforceable against such Party in accordance with their terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally; and (d) its execution, delivery and performance of this Agreement do not and will not conflict with, result in a breach of, constitute a default under, or require the consent of any third party under, any agreement or other obligation to which such Party is subject.

8.2 **Mellivor.AI Limited Warranty.** Mellivor.AI warrants that it will provide the Service in a competent and workmanlike manner. Mellivor.AI does not warrant that it will be able to correct all reported defects or that use of the Service will be uninterrupted or error free. Mellivor.AI makes no warranty regarding features or services (including data or content that is incorporated into the Results) provided by any third parties. Mellivor.AI retains the right to modify the Service and the Solution in its sole discretion; provided that doing so does not have a material adverse impact on the Service hereunder. Customer's sole remedy for Mellivor.AI's breach of the warranty in this paragraph shall be

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that Mellivor.AI shall remedy the applicable error, or if Mellivor.AI is unable to do so in a timely manner, refund to Customer actual damages up to a limit of the applicable Fees paid by Customer.

8.3 **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 8.1-8.2 ABOVE, MELLIVOR.AI MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE SERVICE AND THE RESULTS (IN EACH CASE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE), INCLUDING ANY WARRANTY (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR (B) THAT THE SERVICE OR RESULTS WILL MEET CUSTOMER'S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR. THE RESULTS ARE GENERATED FROM DATA PROVIDED BY CUSTOMER; MELLIVOR.AI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE COLLECTION OF DATA, THE ACCURACY OR RELIABILITY OF THE RESULTS, OR ANY INFORMATION OR RESULTS OBTAINED FROM THE SERVICE. THE SERVICE IS AN EXPERIMENTAL TECHNOLOGY. IT MAY PROVIDE USERS WITH INACCURATE OR INAPPROPRIATE INFORMATION. INFORMATION MAY ALSO BE UNRELIABLE. CUSTOMER IS RESPONSIBLE FOR PROVIDING ADEQUATE NOTIFICATIONS TO USERS REGARDING THE LIMITATIONS OF THE SERVICE'S RESULTS.

### 9. Limitations of Liability.

9.1 **Damages Cap.** EXCEPT FOR (A) ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, OR (B) ITS BREACH OF THE CONFIDENTIALITY PROVISIONS HEREIN, TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, MELLIVOR.AI'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICE AND THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO MELLIVOR.AI UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE DATE CUSTOMER'S CLAIM AROSE. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT SHALL MELLIVOR.AI'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED FIVE (5) TIMES THE AMOUNT PAID BY CUSTOMER TO MELLIVOR.AI UNDER THIS AGREEMENT.

9.2 **Disclaimer of Indirect Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS OR REVENUES ARISING OUT OF OR RELATED TO THE SERVICE OR THIS AGREEMENT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

### 10. Indemnification.

10.1 **Mellivor.AI Indemnification.** Mellivor.AI shall defend, indemnify and hold harmless Customer and its directors, officers, employees and agents ("Customer Indemnified Parties") from and against any third party claims, actions, proceedings, demands, lawsuits, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") to the extent based on any claim that the Solution infringes, misappropriates or otherwise violates (collectively, "Infringes") any third party intellectual property or proprietary right (excluding patents).

10.2 **Customer Indemnification.** Customer shall defend, indemnify and hold harmless Mellivor.AI and its directors, officers, employees, agents and providers ("Mellivor.AI Indemnified Parties") from and against any Claims to the extent based on (a) any claim that the Customer Data Infringes any third party intellectual property or proprietary right (excluding patents), or (b) any other violation of Customer's obligations under Article 7 above.

10.3 **Indemnification Process.** As conditions of the indemnification obligations in Sections 10.1-10.2 above: (a) the applicable Customer Indemnified Party or Mellivor.AI Indemnified Party (the "Indemnitee") will provide the indemnifying Party (the "Indemnitor") with prompt written notice of any Claim for which indemnification is sought (provided that failure to so notify will not remove the Indemnitor's indemnification obligations except to the extent it is prejudiced thereby), (b) the Indemnitee will permit the Indemnitor to control the defense and settlement of such Claim (provided that the Indemnitee may participate using counsel of its own choosing, at its own expense), and (c) the Indemnitee will reasonably cooperate with the Indemnitor in connection with the Indemnitor's evaluation, defense and settlement of such Claim. The Indemnitor shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of the other Party (not unreasonably withheld).

10.4 **Exclusions.** Mellivor.AI's obligations in Section 10.1 above shall not apply to any Claim to the extent arising from or relating to (a) misuse of the Service (including any use in excess of purchased license or otherwise not strictly in accordance with the documentation therefor, Mellivor.AI's instructions, misuse and abuse policy, and this Agreement), (b) any modification, alteration or conversion of the Service not created or approved in writing by Mellivor.AI, (c) any combination of the Service with any software or service not provided by Mellivor.AI, (d) Mellivor.AI's compliance with specifications or other requirements of Customer, (e) any Customer Data provided by Mellivor.AI, or (f) any data, information or materials which is provided by a third party. If the Service is or may be subject to a Claim of Infringement described in Section 10.1 above, Mellivor.AI may, at its cost and sole discretion: (i) obtain the right for Customer to continue using the Service as contemplated herein; or (ii) replace or modify the Service so that it becomes non-Infringing without substantially compromising its principal functions; or (iii) to the extent the foregoing are not commercially reasonable, terminate this Agreement and return to Customer the portion of any pre-paid Subscription Fees for access to and use of the Service which does not occur due to such termination. Mellivor.AI's obligations in this Section 10 shall be Mellivor.AI's sole obligations, and Customer's sole remedies, in the event of any Infringement of intellectual property or proprietary rights by or related to the Service.

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### 11. Confidentiality.

11.1 **Definition.** “**Confidential Information**” means information that is disclosed by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) hereunder during the Term that is clearly labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, except that “Confidential Information” shall not include any information that (a) is or becomes generally known to the public through no fault of, or breach of this Agreement by, the Receiving Party; (b) is rightfully in the Receiving Party’s possession at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; or (d) is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure. In addition, (i) the terms and conditions of this Agreement shall be deemed to be Confidential Information of both Parties; (ii) the Customer Data and Results shall be deemed Confidential Information of Customer, and (iii) the Service and the Solution shall be deemed Confidential Information of Mellivor.AI, regardless of whether or not they are labeled or identified, or would reasonably be considered confidential.

11.2 **General Obligations.** Each Party agrees that it will during the Term and thereafter: (a) not disclose the other Party’s Confidential Information to any third party (other than as permitted in the last sentence of this paragraph); (b) use the other Party’s Confidential Information only to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement; (c) disclose the other Party’s Confidential Information only to those of its employees and agents who reasonably need to know such information for purposes of this Agreement and who are bound by confidentiality obligations offering substantially similar protection to those in this Article 11; and (d) protect all Confidential Information of the other Party from unauthorized use, access or disclosure in the same manner as it protects its own confidential information of a similar nature, and in no event with less than reasonable care. Notwithstanding the above, this paragraph shall not prohibit: (i) a Party from disclosing Confidential Information of the other Party to the extent required by Applicable Law (including a court order or other government order); provided that such Party provides the other Party prior written notice of such disclosure, to the extent practicable, and reasonably cooperates with efforts of the other Party to seek confidential treatment thereof, to the extent such cooperation is requested by the other Party; or (ii) a Party from disclosing the terms and conditions of this Agreement to its attorneys and financial advisors, or current or potential lenders, other sources of financing, investors or acquirors (provided that such third parties are bound by confidentiality obligations offering substantially similar protection to those in this Article 11; provided further that such third parties are only permitted to use such information for the purpose of advising, lending or providing financing to, or investing in or acquiring, such Party, as applicable).

11.3 **Return or Destruction.** Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party, or destroy or erase, the Disclosing Party’s Confidential Information in tangible form, upon the termination or expiration of this Agreement, except for that Customer Data which has previously been incorporated into Mellivor.AI’s or its licensors’ AI model(s); provided that (a) Receiving Party may retain a copy of Disclosing Party’s Confidential Information solely for the purposes of tracking Receiving Party’s rights and obligations hereunder with respect thereto, and (b) Receiving Party may retain Disclosing Party’s Confidential Information solely to the extent reasonably necessary for Receiving Party to exercise rights or perform obligations under this Agreement that survive such termination or expiration.

### 12. Miscellaneous.

12.1 **Assignment.** Neither Party may assign or otherwise transfer this Agreement, or assign or otherwise transfer any of its rights hereunder, or delegate any of its obligations hereunder, without the prior written consent of the other Party; provided, Mellivor.AI may assign or otherwise transfer this Agreement, or assign or otherwise transfer any of its rights or delegate any of its obligations hereunder to an affiliate or to a successor to all or substantially all of its assets, stock or business, without Customer’s prior written consent. Any purported assignment or delegation in violation of this paragraph is null and void. This Agreement will bind and inure to the benefit of each Party’s successors and permitted assigns.

12.2 **Entire Agreement; Amendment.** This Agreement (including all Orders, pricing schedules and other attachments hereto, which are incorporated herein by reference) contains the complete understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, oral or written, with respect thereto. No pre-printed terms on any purchase order, invoice or similar document issued in relation to this Agreement shall have any effect on the Parties or this Agreement. In the event of any conflict between this Agreement and any Order or other attachment, this Agreement shall control unless the conflicting provision in the Order or other document expressly states that it is intended to control. This Agreement may be amended or modified only by an express written agreement executed by duly authorized representatives of both Parties. Except as expressly set forth in this Section 12.2, all Orders that are accepted by Mellivor.AI are accepted expressly subject to the terms and conditions of this Agreement without regards to any additional or conflicting terms therein.

12.3 **Notices.** Unless otherwise specifically provided herein, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, or may be sent by e-mail with confirmed delivery, overnight delivery or certified mail, return receipt requested, to the addresses set forth in the signature block below, unless the Parties are subsequently notified of any change of address in accordance with this Section. Any notice shall be deemed to have been received as follows: (a) by personal delivery, upon receipt; (b) by e-mail with confirmed delivery or guaranteed overnight delivery, one business day after transmission or dispatch; or (c) by certified mail, as evidenced by the return receipt. Customer agrees that email notice may be sent to Customer’s email address on record with Mellivor.AI.

12.4 **Force Majeure.** Mellivor.AI shall not be liable or responsible to Customer, nor be considered to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of Mellivor.AI, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party’s

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workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable technology or components, telecommunication breakdown, or power outage.

**12.5 Choice of Law; Arbitration.** This Agreement is and will be governed by and construed under the laws of the State of Delaware, without giving effect to any conflicts of laws provision thereof or of any other jurisdiction that would produce a contrary result. Any and all disputes or causes of action between Customer and Mellivor.AI or its employees, agents, successors, or assigns will exclusively be settled through binding and confidential arbitration. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules. Any claims brought by a party must be brought in such party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person’s or entity’s claims, may not otherwise preside over any form of a representative or class proceeding, and may not award class-wide relief. The arbitration will be confidential, and neither Mellivor.AI nor Customer may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; and each side will pay its own attorneys’ fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses, and then in such instance, the fees and costs awarded will be determined by Applicable Law. Notwithstanding the foregoing either Party may seek emergency equitable relief before the state or federal courts located in the State of Delaware in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within the State of Delaware for such purposes. A request for interim measures will not be deemed a waiver of the right to arbitrate.

**12.6 Injunctive Relief.** Each Party acknowledges that its breach of any intellectual property or confidentiality provisions herein (including any limitations or restrictions on use of the Service) will cause substantial harm to the other Party that could not be remedied by payment of damages alone. Accordingly, the other Party will be entitled to seek preliminary, temporary and permanent injunctive relief, and other equitable relief, for any such breach, without any requirement to post bond, in any court of competent jurisdiction.

**12.7 Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**12.8 Waiver.** No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by such Party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No waiver shall apply to any other time, or any other right, remedy, power or privilege.

**12.9 Severability.** If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, (a) such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction, and (b) such provision, in such jurisdiction, shall be replaced by a valid, legal and enforceable provision that best reflects the Parties’ intent for such first provision.

**12.10 Headings; Interpretation.** Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words “include,” “includes” or “including” in this Agreement shall not be limiting and “or” shall not be exclusive.

**12.11 Counterparts; Electronic Assent.** This Agreement may be executed in two counterparts (which may be delivered in a format acceptable to the Parties), each of which shall be an original and both of which taken together shall form one agreement. This Agreement may be executed electronically, and Customer’s electronic assent or use of the Service shall constitute execution of this Agreement. Customer agrees that the electronic text of this Agreement constitutes a writing and Customer’s assent to the terms and conditions hereof constitutes a “signing” for all purposes.

**12.12 Publicity.** Neither Party will, except as required by law, disclose or issue any press release, and Mellivor.AI will not include Customer in any case study, with respect to this Agreement or any transactions contemplated by this Agreement, without the prior written consent of the other Party to this Agreement. Notwithstanding the foregoing, Mellivor.AI may use Customer’s name and logo to refer to Customer as a Customer reference in its marketing initiatives including but not limited to its website.

**12.13 Geography; Children.** Mellivor.AI provides the Service for use only by persons located in the United States, and makes no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If Customer accesses the Service from outside the United States, Customer does so on its own initiative and is responsible for compliance with local law. The Service is not directed to users under the age of 13. The Service does not knowingly collect personal information from children under the age of 13. If Customer is an individual under the age of 13, Customer is not permitted to use the Service or to send personal information to Mellivor.AI.

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