

TERMS AND CONDITIONS

These are the terms and conditions applicable to the customer order form ("**Order Form**") and is effective as of the date on the Order Form (the "**Effective Date**") and comprises the agreement ("**Agreement**") by and between Ruvixx, Inc., ("**Ruvixx**"), and the Customer listed the Order Form ("**Customer**").

1. Definitions

Capitalized terms throughout this Agreement shall have the following meanings:

"**Administrator**" means the individual identified on the Order Form as the initial network administrator and such other individuals as may be designated from time to time by an authorized representative of Customer (including the then current Administrator) in writing to Ruvixx.

"**Authorized User**" means each employee, independent contractor or consultant of Customer who has email addresses in the Customer Network or with such other e-mail address authorized in writing by the Administrator and is authorized by Customer to access and use the Services.

"**Customer Content**" means all text, images, data, logos, trademarks, and graphics provided by Customer and content generated by Customer and/or any Authorized User in Customer's Network.

"**Customer Interface**" means the web-based interface made available by Ruvixx by which Authorized Users may access the Services, which may include graphical and user-interface changes to the Software created by Ruvixx in order to provide a customized experience of the Services for the Customer.

"**Customer Network**" means Customer's email network including the first and second level domain name(s) set forth on the Order Form or if no such domain is listed, the domain name used in the email address of the Administrator.

"**Enhancements**" means all corrections, modifications, customization, revisions, enhancements, improvements, updates, upgrades, new releases and other changes to the Software and Services and any new programs, upgrades, modifications or enhancements developed by Ruvixx to the Software and Services, even when such result from Customer's request.

"**Intellectual Property Rights**" means the bundle of rights, including without limitation: (i) all patents, and all applications, reissues, divisions, continuations, renewals, and extensions thereof; (ii) inventions and improvements thereof, trade secrets, proprietary information, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask works registrations and applications thereof, moral rights, trademarks, trade dress, and rights of publicity, privacy and likeness, whether arising by operation of law, contract, and otherwise; and (iv) all other similar and equivalent proprietary rights anywhere in the world.

1.6. "Professional Services" means, collectively, the consulting and other professional services ordered. Professional Services include any deliverables described in the Order Form. The term "Professional Services" does not include cloud services



"Services" means the software as a service using the Software in the version provided by Ruvixx to Customer as described in the Order Form.

"Software" means the software application(s) developed and owned by Ruvixx to deliver and access the Services, including the Customer Interface, and desktop or mobile device applications and APIs in connection with the Services.

"Ruvixx Technology" means the Software and Services collectively, and Enhancements thereto, including without limitation know-how, processes, methodologies, specifications, designs, programming, inventions, functionality, graphics, techniques, methods, applications, databases, metadata, files, and data (other than Customer Content), technical and installation documentation, and other technology and materials embodied in the Software and Services.

2. The Services

2.1 Services. Subject to these terms and conditions, during the term specified in the Order Form, Ruvixx will make available the Services to Customer for use by Customer's Authorized Users. Customer's purchase of Services is not contingent upon the delivery of any future functionality or features or dependent on any oral or written public comments made by Ruvixx regarding future functionality or features.

2.2 Restrictions on Use. Customer shall use the Services only for lawful purposes in connection with its business and in accordance with the instructions provided by Ruvixx and solely for Customer's internal business purposes. In using the Services, Customer agrees not to engage in any of the following prohibited actions: (a) use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," or other methods that access the Services in a manner that sends more messages to the servers than a human interaction can reasonably produce; (b) use any portion of the Services as a destination linked from any unsolicited bulk or unsolicited commercial messages; (c) attempt to interfere with or compromise the integrity or security of the Service or decipher transmissions to or from the servers running the Services or attempts to collect or harvest any personally identifiable information and account names from the Services; (d) knowingly upload invalid data, viruses, worms, or other software agents through the Services; (e) conducting fraud, hiding or attempting to hide Customer's (or an Authorized User's) identity; or (f) bypass the measures that Ruvixx may use to restrict access to the Services. Customer is responsible for Customer personnel's use and compliance with these terms and conditions and the Order Form.

2.3 Nonexclusivity. Customer acknowledges that the rights granted to it under these terms and conditions are nonexclusive, and that, without limiting the foregoing, nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict Ruvixx's right to (a) license, sell or otherwise make available the Services to any third party; (b) perform any services for any third party; or (c) license, purchase or otherwise acquire any software, technology, products, materials or services from any third party.

2.4 Changes.

Ninety (90) days prior to the expiration of Customer's subscription to any Services from Ruvixx, Ruvixx shall propose to Customer a price for renewing or extending such subscription to the same or a similar successor or replacement generally made offered by Ruvixx to its other customers subject to the other provisions of this Agreement.

Notwithstanding the foregoing, upon 30 days prior written notice, Ruvixx may introduce new Services, and all or part of the Services which may include, without limitation, the addition or withdrawal of features, products, services, software or changes in instructions, or withdraw of a product, service or software from market, provided that such changes in the Service, will not result in a material reduction in the level of performance, functionality or availability of the applicable Services. Should the revised Services not comply with previous Service performance, functionality or availability during a non-cancellable term agreed to by Ruvixx and Customer, Ruvixx will be considered a material breach, and Customer shall be afforded all remedies



contained herein. New products or services introduced by Ruvixx will be subject to terms and restrictions set forth herein.

3. Access to the Services

3.1 Equipment, Services and Facilities. Customer is solely responsible for providing, installing and maintaining at its own expense all equipment, facilities and services necessary to enable Authorized Users to access and use the Services, including without limitation, all computer hardware and software, network system, communication service and Internet access. Except where a customer-hosted environment has been specified in an Order Form, Ruvixx will host and maintain the Services. Customer is also responsible for taking steps to maintain protection and backup of Customer Content.

3.2 Security. Ruvixx has implemented commercially reasonable technical and organizational measures designed to secure Customer Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, Ruvixx cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Customer Content for improper purposes and Customer acknowledges that all Customer Content is provided at Customer's own risk. Ruvixx agrees to immediately notify Customer should it become aware of any potential compromise or unauthorized use of Customer's Content.

3.3 Service Performance. Ruvixx will use reasonable commercial efforts to make the Service available to Customer on a 24 hour x 7 calendar day basis, excluding downtime for: (a) scheduled maintenance with thirty (30) days prior notification; and (b) necessary repairs, modifications, and fixes, which necessary repairs, modifications and fixes may be made without advance notice. Ruvixx shall provide to Customer the support services set forth on Exhibit A-1 hereto.

3.4 Right to Monitor. Ruvixx will have the right to review and monitor all use of the Services only to ensure compliance with all of the terms of the Agreement and for Ruvixx to provide the Services to Customer. Ruvixx strongly believes in protecting the privacy of its Customers and their Customer Content. Subject to its privacy policy and the terms and conditions of this Agreement, Ruvixx will also have the right (but not an obligation) to review and analyze all data ingested via the Services, including to analyze user behavior as a measure of interest in, and use of, the Service, both on an individual basis and in the aggregate, and otherwise to collect and create metadata about Customer's use of the Services. Ruvixx may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Customer's service requests. The Tools will not collect or store any Customer Content or applications residing in the Services environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Customer Content and applications) may also be used to assist in managing Ruvixx's product and service portfolio, to help Ruvixx address deficiencies in its product and service offerings, and for license and Services management.

3.5 Authorized Users. If the Services permit Customer to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then Customer is responsible for promptly purchasing additional quantity to account for Customer's excess usage. For any month that Customer does not promptly purchase such additional quantity, Ruvixx may require Customer to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage. Customer is responsible for identifying and authenticating all Authorized Users, for approving access by such Authorized Users to the Services, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information. By associating Customer's and Customer's Authorize Users' usernames, passwords and accounts with Ruvixx, Customer accept responsibility for the confidentiality and timely and proper termination of user records in Customer's local (intranet) identity infrastructure or on Customer's local computers. Ruvixx is not responsible for any harm caused by Customer's users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Customer's local identity management infrastructure or Customer's local computers. Customer is



responsible for all activities that occur under Customer's and Customer's users' usernames, passwords or accounts or as a result of Customer's or Customer's users' access to the Services, and agree to notify Ruvixx immediately of any unauthorized use. Customer agrees to make reasonable effort to prevent unauthorized third parties from accessing the Services.

4. License Rights

4.1 License to Customer. Subject to the terms and conditions of this Agreement and payment of all applicable amounts due to Ruvixx hereunder, Ruvixx hereby grants to Customer a limited, nonexclusive, nontransferable, nonsublicensable, worldwide license, during the Term of the Agreement, to access and use the Services, which license right includes Ruvixx Technology to the extent embodied therein (but without any separate right thereto), solely for the Customer's internal use of the Service in accordance with this Agreement. Ruvixx reserves all rights not expressly granted in this section.

4.2 Prohibitions. The right and license under section 4.1 does not include and Customer agrees that it shall not: (a) authorize any person or entity other than Authorized Users to access and use the Services; (b) modify or create any derivative work of any aspect of the Services, *provided, however,* that Customer's and/or any of the Authorized User's use of the Services as permitted under this Agreement shall not constitute or be deemed a derivative work of the Services; (c) engage in or permit any unauthorized copying, reselling or distribution of the Services; (d) except as permitted for Authorized Users, grant any sublicense or other rights to the Services; (e) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for the Software, or attempt to reverse engineer the Services; or (f) remove, obscure or alter any existing Intellectual Property Rights notices affixed to the Services.

4.3 Customer License to Ruvixx. Subject to the terms and conditions of this Agreement, Customer hereby grants Ruvixx a limited, non-exclusive, royalty-free license during the Term to reproduce, distribute, transmit, have transmitted, perform, display, store, archive, and index the Customer Content solely in order for Ruvixx to provide the Services.

5. Proprietary Rights

5.1 Ownership. The Ruvixx Technology and all Intellectual Property Rights therein are and shall remain the sole and exclusive property of Ruvixx. Except for the limited license granted to Customer herein, nothing in the Agreement confers on Customer or Authorized Users any rights or interest therein. Ruvixx shall own all rights, title and interest, including all intellectual property rights, in and to any Enhancements and to the extent, if any, that ownership in such refinements and improvements does not automatically vest in Ruvixx by virtue of this Agreement or otherwise, Customer hereby transfers and assigns (and, if applicable, shall cause its Affiliates to transfer and assign) to Ruvixx all rights, title, and interest which Customer or its affiliates may have in to such Enhancements..

5.2 Customer Content. As between Customer and Ruvixx, the Customer Content remains the sole and exclusive property of Customer. Customer or its Authorized Users as the case may be, retains all right, title and interest in and to the Customer Content and all Intellectual Property Rights therein. Accordingly, Customer is solely responsible for the Customer Content that Authorized Users upload, publish, display, link to or otherwise make available (hereinafter, "**post**") on the Services and Ruvixx expressly disclaims any and all liability in connection with Customer Content. Except as provided in this Agreement, or as may be required by law, Ruvixx will not distribute any such Customer Content. Customer agrees to take commercially reasonable steps to ensure that Authorized Users do not post Customer Content that: (i) may knowingly create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to an Authorized User, or any other person or entity; (ii) contains any information or content that is unlawful; (iv) contains information or content that Customer does not have a right to make available or may be deemed as infringing copyright or other intellectual property rights of another party. As between Customer and Ruvixx, under no



circumstances will Ruvix be liable in any way to Customer for any Customer Content in providing the Services hereunder.

5.3 Service Analysis. Ruvix may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "**Service Analyses**"). Ruvix may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer's content or Confidential Information in a form that could serve to identify Customer or any individual, and Service Analyses will not include any personal data. Ruvix retains all intellectual property rights in Service Analyses.

6. Compensation

6.1 Fees; Payment. Customer shall pay to Ruvix the fees set forth in the Order Form, in accordance with the additional payment terms set forth therein. Payment for all invoices is due net 45 days from receipt; provided that no late fee will accrue with respect to a disputed invoice. Except as otherwise specified in an Order Form, fees are based on the Services purchased and not actual usage; and except as otherwise set forth herein, payment obligations are non-cancelable and fees paid are non-refundable. Ruvix, cannot guarantee any pricing following the period specified in the Order Form, except as otherwise set forth herein. Customer will reimburse Ruvix for expenses related to Professional Services. If the payment date is not specified in the Order Form, all amounts are due within forty five days of invoice.

6.2 Taxes. All fees are net. Customer will pay or reimburse all taxes, duties and assessments, if any, based on or measured by amounts payable to Ruvix in any transaction between Customer and Ruvix under the Agreement (excluding taxes based on Ruvix's net income) together with any interest or penalties assessed thereon, or furnish Ruvix with evidence acceptable to the taxing authority to sustain an exemption therefrom.

6.3 Overdue Payments; Suspension of Services. In the event Customer fails to pay any amount under the Agreement when due (except with respect to charges then under reasonable and good faith dispute), Ruvix may, in addition to any of its other rights or remedies, with prior notification, suspend Customer's access to the Services until such amounts are paid in full. In the event of any action by Ruvix to collect any amount not paid when due, Customer will pay or reimburse Ruvix's costs of collection (including, without limitation, any attorneys' fees and court costs) awarded by a court of law.

7. Policy

7.1 Ruvix Policy Use of the Services is subject to the terms of the Ruvix Privacy Policy (which may be currently viewed at <http://www.Ruvix.com/privacy-policy>) and Customer hereby acknowledges and agrees to the terms thereof with respect to any personal information of Customer or Authorized Users collected in connection with the Service. The Ruvix Privacy Policy may be amended from time to time, which amendments shall be effective upon posting at the above URL. Notwithstanding anything to the contrary, in the event of any conflict between the terms of the Ruvix Privacy Policy and the terms of this Agreement, the terms of this Agreement shall control. Customer is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer's content and Customer's applications, including any viruses, Trojan horses, worms or other programming routines contained in Customer's content or Customer's applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

7.2 Customer Policy. Ruvix shall comply with Customer policies, including, without limitation, policies relating to Customer facilities, security, data, controls, and legal compliance. Ruvix shall retain Customer documents, including documents containing Customer Confidential Information, in accordance with Customer's document retention policy, or relevant portions thereof as provided by Customer, or Ruvix shall comply with Ruvix's document retention

policy, provided that Ruvixx shall give written notice to Customer of Ruvixx's planned destruction of Customer documents and Customer Data, if such destruction occurs prior to the termination of this Agreement. At the termination of this Agreement or the applicable services or Service (if earlier), Ruvixx shall notify Customer regarding such Customer documents remaining in Ruvixx's possession, and either return such documents, retain it securely at Customer's request and expense, or destroy it and provide to Customer a certification that such information has been destroyed consistent with the document retention policy of either Customer or Ruvixx. Ruvixx representatives or agents working on-site at Customer or with Customer Data (as defined in Section 6 above) and suspected of violating such policies will be removed and replaced as directed by Customer. Ruvixx shall permit and assist Customer in reasonably verifying compliance.

8. Term and Termination

8.1 Term. The initial term of the Agreement will commence on the Service Effective Date set forth in the Order Form and, unless specified otherwise in the Order Form, will end twelve (12) months following the Effective Date (the "**Initial Term**"). This Initial Term can be renewed for additional 12 month renewal terms ("**Renewal Terms**") upon mutual agreement of the parties.

8.2 Termination. Either party may also terminate this Agreement for material breach if the other party fails to cure within 15 days of receiving notice, except that Ruvixx may terminate immediately if Customer breaches any provisions of Section 2.2, 4.2 or 11 of this Agreement and does not cure within 5 days of receiving notice.

8.3 Bankruptcy. Ruvixx shall provide Customer advance written notice of any material adverse change to Ruvixx's financial condition, credit rating, or viability. If Ruvixx becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations, then Customer may immediately terminate this Agreement. All rights and licenses granted by Ruvixx are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (11 U.S.C. §101 et. seq.) or other similar laws in other countries (collectively, the "**Bankruptcy Code**"), or any replacement provision thereof, licenses to rights to "intellectual property" as defined in such Bankruptcy Code. Customer, as licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the Bankruptcy Code subject to any obligations of Customer under the Bankruptcy Code. In the event of the commencement of bankruptcy proceedings by or against Ruvixx (or its affiliates), Customer will be entitled to retain its rights of use and licenses under this Agreement subject to Customer's compliance with the terms of this Agreement subject to Ruvixx's (and its affiliates') rights under the Bankruptcy Code.

8.4 Effect of Termination. If the Initial Term or a Renewal Term is terminated pursuant to and in accordance with this Section 8, then, unless otherwise specifically provided for in writing by the parties, the following will apply: (a) any license rights granted with respect to Customer Content, the Services, the Software and/or the Ruvixx Technology will terminate effective as of the effective date of the termination; (b) unless otherwise agreed upon by the parties, Ruvixx will have no obligation to provide the Services to Customer or Authorized Users after the effective date of the termination; (c) Customer will pay to Ruvixx all fees under the Order Form for Customer's and Authorized Users' use of the Services through the effective date of the termination. Ruvixx will reimburse to Customer any prepaid fees for unused period of the Services as of the date of termination. Ruvixx will provide Customer with access to their respective Customer Content until twenty (20) days following the date of termination, at which point such access shall cease. It is Customer's sole responsibility to download or delete any Customer Content following a termination; Ruvixx has no obligation to make such data available more than twenty (20) days following the date of termination or to maintain copies of such Customer Content other than for archival purposes.

8.5 Survival. Sections 1 (Definitions), 4.2 (Prohibitions), 5 (Proprietary Rights), 6 (Compensation), 9 (Disclaimer), 10 (Limitations of Liability), 11 (Confidentiality), 13



(Indemnification) and 14 (Miscellaneous) as well as this paragraph will survive the termination or expiration of this Agreement.

9.

10. Warranty CUSTOMER

Ruvix: (i) represents and warrants that Ruvix and its licensors have legal title and rights of ownership of the resources, technology, and processes used in connection with the Services, and Ruvix has all necessary rights, title, and interest to perform the Services and grant the rights set forth herein; (ii) represents and warrants that Ruvix's performance and Customer's receipt, access, and use of the Services do not and will not infringe any third party intellectual property right; other than as a result of Customer's content; (iii) warrants that the software related components of the Services contain no disabling code and are free from any malicious code (e.g., viruses); (iv) warrants that the Services will be free from significant errors and defects and substantially comply with functionality and performance set forth in Ruvix's published documentation and specifications or as otherwise expressly agreed in writing; (v) warrants that the Services related documentation accurately describes the functions, features, and performance of the Services in all material respects and is sufficient to enable a typical user to receive, access and use the Services, (vi) warrants that the Services will be performed in a diligent, workmanlike, and competent manner in accordance with the highest professional standards in Ruvix's trade or industry, and (vii) warrants that it has not incorporated open source or "freeware" into, or combined open source or "freeware" with, Ruvix's software or deliverable(s), or used open source in such a way that (a) requires, as a condition of use, modification and/or distribution of such open source, that other software incorporated into, derived from or distributed with such open source: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge; (b) creates obligations for Synopsys; or (c) otherwise grants to any third party any rights to Customer Confidential Information. Customer shall not be required to (a) distribute or provide access to any of Customer's source code or other software, or (b) distribute Customer's source code or other software free or at some reduced price for the purpose of making derivative works or otherwise, as a result of Customer's use of the Services, which may contain open source software or "freeware". If any Services under this Agreement does not meet the warranties specified herein, Customer may, at its option, (1) require Ruvix to correct any defect or errors at no cost to Customer, (2) require Ruvix to replace the Services, (3) correct the defective or nonconforming Services or perform the same or similar services itself or by use of another Ruvix and charge Ruvix with the cost of such corrections or performance, or (4) cease use of the Services and Ruvix shall refund to Customer the fees for all Services not provided, received, or enjoyed as contemplated under this Agreement; provided that the performance representation for uptime shall be as set forth in the Service Level Agreement which is Exhibit A to the pricing supplement. .

11. Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICE, THE SOFTWARE, THE RUVIXX TECHNOLOGY OR ANY OTHER ITEMS PROVIDED BY, THROUGH OR ON BEHALF OF RUVIXX, HOWEVER SUCH LOSS IS CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE OBLIGATION TO PAY FOR FEES, GUARANTEES AND SERVICES ALREADY RENDERED, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY SHALL EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY CUSTOMER TO RUVIXX FOR PROPER PERFORMANCE HEREUNDER FOR THE APPLICABLE SERVICES RELATING TO THE LIABILITY. UNDER NO CIRCUMSTANCES



WILL EITHER PARTY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY WITH RESPECT TO: (I) FRAUD, (II) WILLFUL MISCONDUCT, (III) GROSS NEGLIGENCE, (IV) OBLIGATIONS UNDER SECTION 13 MUTUAL INDEMNIFICATION, (V) BREACHES RELATING TO CONFIDENTIAL INFORMATION OR CUSTOMER DATA, AND (VI) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW

NO CLAIM MAY BE BROUGHT BY A PARTY UNDER THIS AGREEMENT MORE THAN ONE YEAR AFTER THE ACCRUAL OF THE CLAIM.

12. Confidentiality. During the course of this Agreement, Ruvixx may provide Customer and Customer may provide Ruvixx with Confidential information in connection with Customer use of the Service. Neither party will disclose Confidential Information during the Term or at any time following the end of the Term. **“Confidential Information”** means all nonpublic information disclosed by either party, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential, including: (a) nonpublic information relating to either party’s product offerings, technology, customers, business plans, finances and other business affairs; (b) third-party information that either party is obligated to keep confidential; and (c) the nature and content of any discussions or negotiations between Customer and Ruvixx and the pricing set forth in this Agreement. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the other party at the time of receipt; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the other party without use of or reference to the Confidential Information.



13. Mutual Indemnification. Ruvix shall indemnify, defend and hold harmless Customer and its directors, officers, employees and agents (and successors, heirs and assigns) (the “**Customer Parties**”) against any liability, damage, loss or expense (including reasonable attorneys’ fees and costs) incurred by the Customer Parties in connection with any third-party claim that Ruvix’s proprietary technology that provides the Services, in the form provided by Ruvix, infringes any patent or other third party intellectual property right *provided, however*, that Ruvix shall have no such indemnification obligation to the extent such infringement: (a) relates to use of the Services in combination with other software, data products, processes, or materials not provided by Ruvix and the infringement would not have occurred but for the combination; (b) arises from or relates to modifications to the Services not made or authorized by Ruvix; or (c) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by Ruvix to cease such use and provision of a pro rata refund upon such notification. Customer shall indemnify, defend and hold harmless Ruvix and its directors, officers, employees and agents, its and their respective successors, heirs and assigns (the “**Ruvix Parties**”) against any liability, damage, loss or expense (including reasonable attorneys’ fees and costs) incurred by the Ruvix Parties resulting from any third-party claim (i) resulting from Customer Content, or (ii) where Customer has used the Services other than in compliance with the terms set forth in this Agreement. The indemnified party will provide the indemnitor with prompt notice of any claim (provided that the failure to promptly notify shall only relieve indemnitor of its obligation to the extent it can demonstrate material prejudice from such failure) and at the indemnitor’s expense, provide assistance reasonably necessary to defend such claim. The indemnitor will not enter into a settlement that would result in liability to the indemnified party without the indemnified party’s prior written consent, which shall not be unreasonably withheld or delayed.

14. Publicity/Press

With prior written consent and approval, each party shall be allowed to refer to the other party as a customer of or service provider to (as the case may be) on its website, in marketing materials and with prospective customers, provided that such reference shall not otherwise imply an affiliation with such other party. Each of Customer and Ruvix hereby grants the other the right during the Term to allow the other to identify it as a customer/service provider by the right to display its logo and trademarks on its website. Nothing contained herein shall be deemed to grant either party any right, title or interest in or to the other’s trademarks.

15. Miscellaneous

Arbitration; Governing Law. This Agreement shall be construed and controlled by the laws of the state of California, excluding its conflict of law rules. Customer and Ruvix hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California with respect to any claim arising under or by reason of the Agreement. Each party expressly excludes the application of the United Nations Convention on Contracts for the International Sale of Goods.

15.1

15.2 Relationship. Nothing in this Agreement shall be deemed to constitute a joint venture, partnership, agency, representative, or employment relationship between the parties. Neither party is authorized to enter into any agreements on behalf of the other to or hold itself out as the agent or legal representative of the other.

15.3 No Waiver. Failure by either party to enforce any provision of this Agreement shall not be deemed to be a waiver of future enforcement of that or any other provision or right granted hereunder.



15.4 Force Majeure Neither party will be liable for failure or delay in performing its obligations because of causes beyond its reasonable control, including without limitation acts of God, terrorism, war, riots, fire, earthquake, flood or degradation or failure of third party networks or communications infrastructure. If performance, receipt, access, or use of the Services are to be delayed by such Force Majeure for more than 10 days, Ruvixx shall immediately notify Customer in writing and Customer may either: (i) extend time of performance; or (ii) immediately terminate this Agreement at no cost to Customer and received a refund of any pre-paid fees.

15.5 Injunctive Relief. The parties agree that a material breach of this Agreement adversely affecting Customer's Confidential Information or Customer Data or Ruvixx Confidential Information would cause irreparable injury for which monetary damages would not be an adequate remedy and Customer or Ruvixx shall be entitled to equitable relief in addition to any remedies it may have hereunder, at law, or in equity.

15.6 Compliance. Ruvixx represents that to Ruvixx's reasonable knowledge, Ruvixx's products, services and Services are manufactured without the use of stolen or misappropriated information technology in Ruvixx's business operations and Ruvixx is in compliance with applicable law.

Export. Each party to this Agreement agrees to comply with all relevant export laws and regulations of the United States and other countries to assure that no Confidential Information or Customer Data or any portion thereof is exported, directly or indirectly, in violation of such laws. Services, technology, and technical data received by Customer from Ruvixx shall be deemed and treated by Customer as being classified under Export Control Classification Number EAR99 on the Commerce Control List of the U.S. Export Administration Regulations for purposes of export from the United States, unless Ruvixx clearly marks such technical data to the contrary and supplies alternative export control information. Ruvixx agrees to indemnify, defend and hold harmless Customer Indemnitees against any and all liability under U.S. export control laws, regulations and requirements in connection with export or re-export of the technical data received from Ruvixx if the technical data from Ruvixx is not clearly marked with alternative export control information.

Anti-Corruption. Ruvixx represents that it shall comply with the FCPA, UK Bribery Act and local anti-corruption laws. Ruvixx represents that it is not an Official, none of its officers, directors, or employees is an Official, and no Official is directly or indirectly a majority or principal owner or investor in Ruvixx and that no Official has any substantial financial interest in the contractual relationship established by this Agreement. For purposes of this Agreement, an "Official" shall include any appointed, elected, or honorary official or any career employee of the government, or of a public international organization, or any political party, party official, or political candidate. The "government" includes any agency, department, embassy, or other entity owned or controlled by the government. Ruvixx agrees that it shall maintain accurate and complete records of its receipts and expenses having to do with the Agreement in accordance with generally accepted accounting principles and, if applicable, the requirements of the U.S. FCPA. Ruvixx shall complete any training required by and provided by Customer and shall require owners, directors, and employees of Ruvixx who interact with government entities or officials on behalf of Customer to complete such training. Ruvixx shall make its books and accounting records relating to this provision available for auditing at Customer's request. Ruvixx agrees to certify compliance with the above representations when requested to do so by Customer. Ruvixx agrees that if at any time there should be such a change in circumstances, Ruvixx will give Customer prior notice of such change.

Audit Right. Ruvixx shall provide to Customer's external auditors as Customer may from time to time designate in writing up to once per year and subject to signing a non-disclosure agreement, access upon 10 days notice to any facility or part of a facility at which either Ruvixx or any of its subcontractors is providing the services and deliverables, to Ruvixx personnel, and to data and records relating to Ruvixx's performance of this Agreement, for the purpose of performing audits and inspections of either Ruvixx or any of its subcontractors to: (a) verify the legitimacy and



accuracy of Ruvixx's reimbursable costs, charges and invoices; (b) verify the integrity of Customer Data and Customer Confidential Information and examine the systems that process, store, support and transmit that data; and (c) examine Ruvixx's performance of and compliance with this Agreement, including, to the extent applicable, (i) audits of practices and procedures, (ii) audits of systems, (iii) audits of general controls and security practices and procedures, and (iv) audits necessary to enable Customer to meet applicable regulatory requirements.

Customer shall provide to Ruvixx's external auditors as Ruvixx may from time to time designate in writing up to once per year and subject to signing a non-disclosure agreement, access upon 10 days notice to any facility or part of a facility at which Customer accesses the Services, to Customer personnel, and to data and records relating to Customer's use of the Service, for the purpose of performing audits and inspections of either Customer: (a) verify the compliance with the usage restrictions in the pricing Supplement and (b) examine Customer's performance of and compliance with this Agreement, including, to the extent applicable, (i) audits of practices and procedures, (ii) audits of systems, (iii) audits of general controls and security practices and procedures, and (iv) audits necessary to enable Ruvixx to meet applicable regulatory requirements.

15.7 Assignment. Neither party will have the right to assign this Agreement, in whole or in part, by operation of law or otherwise, without the other party's express prior written consent, except that either party may assign this Agreement (without written consent) in connection with a merger, consolidation, reorganization, or sale of all or substantially all of its assets.

15.8 Notices. Any notices to be given hereunder by either party to the other may be given in writing by personal delivery or facsimile transmission, or by overnight express carrier with delivery receipt tracking (e.g., Federal Express, UPS, etc.). Mailed notices shall be addressed to the parties at the addresses appearing in the first paragraph of this Agreement.

15.9 Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the parties and constitutes the entire integrated agreement between Ruvixx and Customer pertaining to the subject matter hereof. This Agreement is not valid or binding unless and until in writing signed by a duly authorized representative of both parties. If any provision of this Agreement is unenforceable, the validity of the remaining provisions will not be affected. No amendment, modification, extension, release, discharge or waiver of this Agreement, or of any provision hereof, shall be valid or binding unless in writing and signed by an authorized officer of the party against which such instrument is sought to be enforced.

15.10 Order of Precedence. If there is a difference between the terms of these Terms and Conditions and the Order Form, the Order Form will control and govern, including with respect to Customer's use of the Services.

15.11 Counterparts. Multiple signature pages, signatures delivered via pdf copy or fax, and electronic signatures will all constitute originals and together constitute the same instrument of the Order Form.