

## INCORTA ONE SERVICES AGREEMENT

**IMPORTANT: THIS AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN INCORTA, INC. (“INCORTA”) AND THE PERSON, COMPANY, OR ORGANIZATION USING THE INCORTAONE SERVICES (“YOU” OR “CUSTOMER”). PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. BY CLICKING “I ACCEPT” OR BY USING THE INCORTAONE SERVICES, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK “I ACCEPT,” AND DO NOT USE THE INCORTAONE SERVICES.**

### Definitions.

“**Customer Data**” means any data transmitted by Customer to the IncortaOne Services.

“**IncortaOne Services,**” and the “**Services,**” mean the service offerings that Incorta makes available through the website including any software, technology platform and other materials that Incorta makes available as part of the IncortaOne Services for your access and use. The IncortaOne Services may be used for trial purposes only.

“**Users**” mean employees of Customer who are authorized by Customer to use the IncortaOne Services exclusively for the benefit of Customer.

- 1. Right to Access the Services.** Subject to the terms and conditions of this Agreement, Incorta grants to Customer a non-exclusive, non-transferable and non-sublicensable license to: (i) use the Services for the purpose of evaluating the Services and establishing Customer’s desire to purchase such Service or providing any feedback desired; (ii) only for Customer’s internal business purposes in accordance with the relevant Documentation and restrictions of this Agreement. The Services are provided “As Is” without any warranty or liability by Incorta of any kind; (iii) Customer will not be entitled to any support and maintenance services or any upgrades with respect to the Services; (iv) Customer will not be entitled to indemnification protection; (v) Incorta may at any time terminate Customer’s use of the Services by written notice to Customer and require Customer to cease use of such Services and (iv) the Services are excluded from Incorta’s security, compliance and privacy commitments. Customers shall not use the Services to process personal data or other data that is subject to any compliance or legal requirements.
- 2. Incorta Ownership.** Incorta and its licensors own and retain all right, title, and (except as expressly licensed under this Agreement) interest in and to the Services and related documentation and all copies or portions thereof, and any derivative works thereof (by whomever created). You retain all ownership and intellectual property rights in and to your customer data.
- 3. Customer Ownership.** Customer retains all of its rights, title and interest in the Customer data. Customer is responsible for the accuracy, quality and legality of any data created or provided by Customer (including any Customer data) and all data derived therefrom and the means by which Customer acquired such data, and Customer will obtain all permissions or approvals from each applicable data source as may be necessary or required to comply with applicable laws and/or to provide such data to Incorta in connection with the delivery of the Services in accordance with this Agreement. Customer will not process or store any Customer data on the Services that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State or is Protected Health Information (as defined in HIPAA).
- 4. Restrictions.** Except as otherwise expressly permitted under this Agreement or unless otherwise agreed upon in writing with Incorta, Customer will not, directly or indirectly, and will not authorize or permit any third party, to: (a) copy, use or distribute the Services or any portion of the Services; (b) modify the Services or create derivative works or reverse engineer or decompile, decrypt, disassemble the Services except and only to the extent any foregoing restriction is prohibited by applicable law; (c) use the Services in any way that is unlawful or in violation of any applicable laws, including transmitting unlawful, infringing or harmful data or code to or from the Services; (d) remove or otherwise interfere with any part of the Services designed to monitor Customer’s compliance with this Agreement; (e) use the Services on behalf of, or to perform any services for, any third party or include any part of the Services in any services or products provided by Customer to any third party; (f) provide, disclose, divulge or make available to, or permit use any of the Services, in whole or in part, by any third party without Incorta’s prior written consent; (g) make the Services, in whole or in part, available to third parties on a service bureau, rent, lease, software as a service or application service provider basis; (h) alter or remove any proprietary notices or labels or (i) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Services without the prior written approval of Incorta.
- 5. Feedback.** Customer may provide feedback to Incorta concerning the functionality of, and enhancements and changes to, the Services including without limitation identifying errors and potential improvements (“Feedback”). Customer hereby grants to Incorta a worldwide, irrevocable, perpetual, royalty-free license to use and otherwise exploit such Feedback without restriction, including, without limitation, utilizing and displaying such Feedback in connection with the Services. The Parties acknowledge and agree that notwithstanding anything to the contrary herein, such Feedback will not be deemed the Confidential Information of Customer, and Incorta has the right to modify, disclose and/or remove from display any such Feedback in its sole discretion.

6. **Reservation of Rights.** Except for the limited rights granted herein, Incorta and its licensors will own and retain all right, title and interest in and to the Services and all intellectual property rights therein and thereto. Nothing in this Agreement will constitute a transfer of any ownership rights by Incorta to Customer in any Services. All rights in the Services not expressly granted in this Agreement are reserved by Incorta and its licensors.
7. **Disclaimers and Exclusion of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, ARE PROVIDED ON AN "AS-IS" BASIS AND INCORTA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE SAME. INCORTA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR ARISING FROM COURSE OF DEALING OR RELIANCE. INCORTA DOES NOT WARRANT OR SUPPORT ANY THIRD-PARTY WEBSITE, SERVICE, SOFTWARE, CONTENT OR FUNCTIONALITY. INCORTA DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ITS SECURITY MEASURES WILL PREVENT THIRD PARTY ACCESS TO DATA.  
YOU ARE SOLELY RESPONSIBLE FOR ANY CONTENT, APPLICATION OR SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE TRIAL ENVIRONMENT, AND AGREE, AT YOUR SOLE COST AND EXPENSE, TO DEFEND INCORTA AGAINST ANY CLAIM AND INDEMNIFY INCORTA FROM ANY DAMAGES, LIABILITIES, COSTS AND EXPENSES OR THE SETTLEMENT AGREED TO BY YOU, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH CONTENT, APPLICATION OR SERVICES. INCORTA IS NOT RESPONSIBLE FOR THE SECURITY OF ANY DATA, CONTENT, APPLICATION OR SOFTWARE THAT YOU LOAD INTO OR CREATE WITHIN THE SERVICES.  
INCORTA RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO THE SERVICES AT ANY TIME WITHOUT NOTICE.
8. **Limitation of Liability.** EXCEPT AS MAY BE REQUIRED BY LAW, IN NO EVENT WILL INCORTA, OR INCORTA'S LICENSORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL DAMAGES, OR FOR ANY LOST REVENUE, LOST PROFIT, LOSS OF BUSINESS, LOSS OF USE, LOSS OF CONTRACTS, ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF ANY OTHER ECONOMIC ADVANTAGE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY LOSS OR DAMAGE TO DATA, OR ANY BUSINESS INTERRUPTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING FROM SOFTWARE OR SERVICES DELIVERED UNDER OR RELATED TO THIS AGREEMENT, UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH. IN NO EVENT WILL THE AGGREGATE LIABILITY OF INCORTA, INCORTA'S LICENSORS OR SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE USE OF OR INABILITY TO USE THE SERVICES, (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, UNDER STATUTE, TORT OR OTHERWISE) EXCEED THE AMOUNT OF FIVE HUNDRED UNITED STATES DOLLARS (\$500.00).
9. **Support and Availability.** The Services are provided as a convenience and you agree that Incorta is not obligated to provide any technical support, phone support, or updates for the Services.
10. **Confidential Information.** Confidential Information includes without limitation diagnostics, software, Services, releases, Documentation or materials supplied by Incorta; and materials and information marked with a proprietary or confidential legend and disclosed in the performance of this Agreement. Customer must keep Confidential Information protected using the same degree of care that Customer exercises with respect to Your own information of like importance and may use it only for the purposes for which it was provided under the Agreement. Confidential Information may be disclosed only to Your employees, contractors and third-party providers performing services in furtherance of this Agreement that are obligated to You under similar confidentiality restrictions and only for the purposes for which it was provided under this Agreement. If You believe you must disclose Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify Incorta and cooperate with Incorta, if Incorta chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. Notwithstanding the foregoing, You may disclose Confidential Information which is: (i) already publicly known without breach of this Agreement; (ii) discovered or created by without use of, or reference to, the Confidential Information; or (iii) otherwise known to You through no wrongful conduct.
11. **Term and Termination.** This Agreement is effective upon your acceptance of this Agreement (the "Effective Date"), and will continue until terminated by either Incorta or You upon expiration of a thirty (30) day written notice period (the "Term"). Upon termination of this Agreement, all rights to access or use the Services shall end. If you would like to use the Services after the termination of this Agreement or for production purposes, you must purchase such Services from Incorta under a separate agreement. Provisions that survive termination or expiration of this Agreement are those which by their nature are intended to survive.
12. **No Charge.** The Services under this Agreement are provided to you free of charge during the Term.
13. **Assignment.** This Agreement may not be assigned or transferred without Incorta's prior written consent. Any action or conduct in violation of the foregoing will be void and without effect.

- 14. Federal Government End Users.** Any Service provided for ultimate federal government end use is provided solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Incorta to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- 15. Export Control.** Customer understands that the Service is subject to export control laws and regulations. Customer may not download or otherwise export or re-export the Service or any underlying information or technology except in full compliance with all applicable laws and regulations, including United States export control laws. None of the Services or any underlying information or technology may be downloaded or otherwise exported or re-exported: (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities. Customer hereby agrees to the foregoing and represents and warrants that customer is not located in, under control of, or a national or resident of any such country or on any such list.
- 16. General.** This Agreement constitutes the entire agreement between the parties with respect to the license of the Services. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect. The laws of the State of California, excluding its conflicts of law rules, govern this License and Your use of the Services. Your use of the Services may also be subject to other local, state, national, or international laws. Incorta retains all rights not expressly granted. Nothing in this Agreement constitutes a waiver of Incorta's rights under U.S. copyright laws or any other federal, state, local, or foreign law or grants You any rights in source code. Should You have any questions concerning this Agreement, contact Incorta, Inc. at 950 Tower Lane, Suite 1550, Foster City, CA 94404.

**I ACCEPT THESE TERMS [ ]**