

NONEXCLUSIVE EVALUATION AND LICENSE AGREEMENT

This Non-Exclusive Evaluation and License Agreement (this “**Agreement**”) is made effective as of the date of the Acceptance Notice (as defined below) (the “**Effective Date**”), by and between Arc Research Institute (“**Licensor**”) and Licensee. Licensor and Licensee may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” This Agreement incorporates certain information (the “**Request Form Information**”) from Licensee’s submission of a licensing request form (the “**Request Form**”), which Request Form will be appended to and incorporated into the copy of this Agreement provided with the Acceptance Notice. All references to “**Licensee**” throughout this Agreement will include, and this Agreement will be binding on, (i) the Licensing Contact (defined in the Request Form Information) and (ii) the Employer (defined in the Request Form Information).

BACKGROUND

Licensor is the owner of certain intellectual property relating to predictive models for biological cells.

Licensee seeks to obtain from Licensor certain rights to use such intellectual property in Licensee’s products and services.

Licensor is willing to grant certain license rights in its intellectual property to Licensee subject to the terms and conditions of this Agreement.

The Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

“**Acceptance Notice**” means the email notification sent by Licensor to Licensee confirming that this Agreement is effective.

“**Commercial Period**” means the period of time beginning on the date of Licensor’s receipt of a Conversion Notice and ends on the expiration or termination of the Term in accordance with Section 7.1 or Section 7.3.

“**Competition**” means the Virtual Cell Challenge offered by Licensor at <https://virtualcellchallenge.org/> and any future challenges or contests created, hosted or promoted by Licensor.

“**Enhancements**” means any modifications, derivative works, improvements, adaptations, updates, upgrades, rewrites, recompilations, reconstitutions or other changes to the Licensed Technology that are developed by or on behalf of Licensee.

“**Feedback**” means information and feedback (including, without limitation, questions, comments, suggestions, or the like) regarding the performance, features, functionality and overall experience using the Licensed Technology.

“**Fees**” means (i) ten thousand dollars (\$10,000) if Licensee’s Number of FTEs (defined in the Request Form Information) is less than or equal to two hundred fifty (250), and (ii) seventy-five thousand (\$75,000) if Licensee’s Number of FTEs is greater than two hundred fifty (250).

“**Improvements**” means any modification, derivative work, enhancement, upgrade, update, new version, translation, additional feature, additional function or other improvement, including without limitation changes or extensions introduced into the inventions claimed in the Licensed Patents or to any Licensed

Technology, which include, but are not limited to, corrections of programs errors, translations, and stylistic restructuring of the Licensed Software, addition or deletion of functions or enhancement of existing functions of the Licensed Software, changes or additions required to integrate software into other applications or to allow software to run under alternative operating systems or computer hardware configurations, and other adaptations of the Licensed Software. “Improvements” does not include any new models, software or other products developed or released by Licensor after the Effective Date.

“**Intellectual Property Rights**” means all rights in and to patents, patent applications, copyrights, trade secrets, names, trade names, brands, logos, trademarks, trade dress or other identifying marks, trademark applications, moral rights, mask works and any other proprietary or intellectual property right of any kind under the laws of any governmental authority, domestic or foreign.

“**Internal R&D Use**” means use of the Licensed Technology solely (i) in the discovery, research, pre-clinical or clinical development, or related manufacturing of diagnostic, prognostic, prophylactic, or therapeutic treatments, (ii) to identify patient characteristics (e.g., genomic sequences or phenotypic traits) to monitor, target, or use in or with such therapies in the course of such discovery, research, preclinical, or clinical development activities, or (iii) in any internal and investigation based use that is not a Sale or Service Use.

“**Licensed Patents**” means (i) the United States patent application number 63/823,201, (ii) all conversions, patent applications or patents claiming priority to the foregoing, (iii) divisions, continuations and claims in continuations-in-part that are entitled to claim priority to or share a common priority claim with the foregoing, (iv) extensions, renewals, substitutes, re-examinations and re-issues of any of the items in (i), (ii) or (iii), and (v) foreign counterparts of any of the items in (i), (ii), (iii) or (iv) wherever and whenever filed.

“**Licensed Rights**” means all rights granted to Licensee under Section 2 of this Agreement.

“**Licensed Software**” means the STATE virtual cell model, and all elements thereof, available at <https://github.com/ArcInstitute/state> as of the Effective Date.

“**Licensed Technology**” means the Licensed Software and all Technology described in, embodied in or related to the Licensed Patents or the Licensed Software.

“**Sale or Service Use**” means, in all cases whether or not Licensee receives monetary compensation, (i) the sale, lease, transfer, or provision of a product, kit, composition, or material embodying or incorporating the Licensed Technology, (ii) the provision to a third party, or performance, of a service for commercial purposes using the Licensed Technology, or (iii) granting commercial licenses and/or assigning such commercial rights to the Licensed Technology to a third party.

“**Technology**” means proprietary methodologies, tools, models, software, hardware, inventions, discoveries, designs, prototypes, documentation, ideas, know-how, trade secrets, inventions, or works of authorship, databases, algorithms, protocols, APIs, practices, schematics, diagrams, specifications, formulae, test parameters, measurements, and any other similar items.

“**Third Party**” means an individual or entity other than Licensor and Licensee.

“**Trial Period**” means the period of time beginning on the Effective Date and ending upon the earlier of (i) Licensor’s receipt of a Conversion Notice, and (ii) ninety (90) days after the Effective Date.

2. LICENSE GRANT.

2.1. Trial License. Licensor hereby grants to Licensee a nonexclusive, royalty-free, irrevocable (unless the Agreement is terminated pursuant to Section 7), nonsublicensable, worldwide right

and license:

- (i) under the Licensed Patents to, solely during the Trial Period, make, use, and import the Licensed Technology, any Improvements, and Enhancements, solely (a) for Licensee's own internal testing, benchmarking, comparison and evaluation purposes, and (b) in connection with a Competition; and
- (ii) to, solely during the Trial Period, reproduce, modify, and make derivative works of the Licensed Technology, any Improvements, and Enhancements on a worldwide basis, including the right to make, use, import and otherwise exploit Licensed Technology, any Improvements, and Enhancements, solely (a) for Licensee's own internal testing, benchmarking, comparison and evaluation purposes, and (b) in connection with a Competition.

The rights granted under this Section 2.1 exclude Internal R&D Use and Sale or Service Use.

2.2. Commercial License. Licensor hereby grants to Licensee a nonexclusive, royalty-bearing, irrevocable (unless the Agreement is terminated pursuant to Section 7), nonsublicensable, worldwide right and license:

- (i) under the Licensed Patents to, solely during the Commercial Period, make, have made, use and import products, services or outputs that are based on or otherwise incorporate any Licensed Technology, any Improvements, and Enhancements, solely (a) for Internal R&D Use, and (b) in connection with a Competition; and
- (ii) to, solely during the Commercial Period, reproduce, modify, make derivative works of, distribute, perform and publicly display the Licensed Technology, any Improvements, and Enhancements on a worldwide basis, including the right to make, and use, import and otherwise exploit the Licensed Technology, any Improvements, and Enhancements, solely (a) for Internal R&D Use, and (b) in connection with a Competition.

For the avoidance of doubt, Licensee is not granted any right under the Licensed Technology to sell, offer for sale, lease, have leased, or otherwise dispose of the Licensed Technology, Enhancements, or other products, services, or outputs that are covered by one or more claims of the Licensed Patent, or otherwise use or exploit the Licensed Technology or Licensed Patents for any Sale or Service Use.

2.3. Restrictions on Use. Licensee may not use the Licensed Rights for any purpose other than as expressly permitted by this Agreement. Without limitation of the foregoing, the rights granted under Section 2 do not include or authorize: (i) rewriting, recompiling, reconstituting or otherwise reconstructing the Licensed Technology in order to avoid payment of the Fees hereunder, (ii) selling, licensing, renting, leasing, assigning, distributing, displaying, hosting, disclosing, outsourcing or otherwise commercially exploiting the Licensed Technology, except as authorized in this Agreement, or (iii) using the Licensed Technology to violate or in violation of applicable law, including but not limited to any applicable U.S. or foreign import or export law or other trade sanctions or OFAC restrictions, or for any purpose or in any way other than for its intended use. During and after the Term, Licensee will not assert against Licensor, any patent infringement or other intellectual property infringement claim regarding the Licensed Technology, nor will Licensee authorize, assist or encourage any third party to assert the same. The rights granted under Section 2 are conditioned on Licensee's continued compliance with this Agreement and will immediately and automatically terminate if Licensee does not comply with any material term or condition of this Agreement.

2.4. Limitation of Rights. All rights not expressly granted to Licensee under this Agreement are reserved by Licensor. Without limiting the foregoing, no provision of this Agreement grants Licensee, by implication, estoppel or otherwise, any rights other than the rights expressly granted in this Agreement to the Licensed Rights; any rights to any other Licensor-owned technology,

copyright, know-how, patent applications, or patents; or any ownership right in the Licensed Rights.

- 2.5. Enhancements. For purposes of this Agreement, all Enhancements will be deemed derivative works of the Licensed Technology that are dependent on the original Licensed Patents, Licensed Technology or other Licensor Intellectual Property Rights. Any use, exploitation, or commercialization of any Enhancement by Licensee or any Third Party will be a licensed activity subject to the terms and conditions of this Agreement and Licensee's payment of applicable Fees under this Agreement.
- 2.6. AI Disclaimer. Licensee is responsible for all decisions made, advice given, actions taken, and failures to take action based on its use of the Licensed Technology. The Licensed Technology is and uses artificial intelligence and machine learning models that generate predictions based on patterns in data. Output generated by artificial intelligence and machine learning models is probabilistic and should be evaluated for accuracy as appropriate for Licensee's use case, including by employing human review of such output. Outputs that appear accurate because of their detail or specificity may still contain material inaccuracies. One, but not the only, potential source of such inaccuracies is that the Licensed Technology cannot dynamically retrieve information, and outputs generated by a machine learning model may not account for events or changes to underlying facts occurring after the Licensed Technology was trained.

3. PATENT ENFORCEMENT.

- 3.1. Enforcement Right. Licensee will promptly inform Licensor of any alleged infringement of the Licensed Patents or Licensed Technology by a Third Party, and provide any available evidence thereof. Licensor will have the exclusive right to take action with respect to any alleged infringement of rights granted in Section 2.
- 3.2. Cooperation. Licensee will fully and promptly cooperate and assist Licensor in connection with any suit against an alleged infringer at Licensor's expense and request.

4. LICENSED RIGHTS VALIDITY

- 4.1. Third Party Challenges. If Licensee becomes aware of any Third Party challenge to the validity or enforceability of any of the Licensed Rights, Licensee will promptly notify Licensor. Licensor will have the sole discretion and right to assume and control the sole defense of any Third Party legal action challenging the validity or enforceability of any of the Licensed Rights.
- 4.2. Cooperation. Licensee will join at Licensor's reasonable request as a necessary party to any action commenced by Licensor pursuant to or consistent with this Section 4.
- 4.3. Enforceability of Licensed Rights. Notwithstanding challenge by any Third Party, any Licensed Right will be enforceable under this Agreement until such Licensed Right is determined to be invalid.

5. FEEDBACK.

- 5.1. Feedback. Licensee will provide Licensor with the Feedback listed in Exhibit A and any other Feedback reasonably requested by Licensor (i) promptly following the conclusion of the Trial Period or (ii) as part of Licensee's Conversion Notice, as applicable. Licensee may continue to voluntarily provide Licensor with Feedback during the Commercial Period.
- 5.2. Rights and Restrictions. Any Feedback Licensee provides to Licensor may or may not be treated confidentially by Licensor. Licensee grants to Licensor a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license, under all Intellectual

Property Rights in or to any Feedback, to use, practice, and otherwise exploit any and all Feedback, including to make Improvements to the Licensed Technology or develop new technology, in any manner or format now in existence or discovered in the future, for any and all purposes, without payment or attribution to Licensee. Licensor will exclusively own all Improvements or new technologies developed as a result of or otherwise related to any Feedback, including all Intellectual Property rights therein or thereto.

6. TRIAL AND PAYMENT.

- 6.1. Free Trial. Licensee may use the Licensed Rights during the Trial Period in accordance with the rights granted under Section 2.1 free of charge.
- 6.2. Commercial Period and Fees.
 - (i) If Licensee provides a Conversion Notice in accordance with Section 7.2 below, the Trial Period will automatically convert to an ongoing paid license during the Commercial Period, subject to payment of the Fees in accordance with this Section 6.
 - (ii) After the commencement of the Commercial Period and in accordance with Section 6.3 below, Licensee will pay Licensor the Fees (plus any related taxes) annually during the Term, as consideration for the Licensed Rights granted under Section 2.2.
- 6.3. Reporting, Invoicing and Payment. Licensor will charge the Fees, whether to Licensee's credit, debit, ACH or other electronic payment method or by invoice, promptly following Licensee's Conversion Notice and, thereafter on the first (1st) anniversary of the Effective Date during the Commercial Period. Licensor may automatically charge Licensee's credit, debit, ACH or other electronic payment method on the dates in the preceding sentence. If Licensor sends an invoice for Fees, Licensee will pay all invoiced Fees within thirty (30) days of receipt of an invoice from Licensor.

7. TERMINATION.

- 7.1. Term. Unless earlier terminated in accordance with Section 7.2 or Section 7.3, the term of this Agreement, will commence on the Effective Date and continue for a one (1) year period (the "**Initial Term**"). Thereafter, the Initial Term will automatically renew for one additional one (1) year period (the "**Renewal Term**") unless Licensee provides at least thirty (30) days' advance written notice to Licensor of Licensee's intent not to renew (the Initial Term and the Renewal Term, collectively, the "**Term**"). The Term will expire at the end of the Renewal Term.
- 7.2. Termination of Trial Period. The Agreement will automatically terminate at the end of the Trial Period unless Licensee notifies Licensor in writing at least five (5) days prior to the end of the Trial Period of Licensee's intent to convert to the Commercial Period (such notice the "**Conversion Notice**"). A valid Conversion Notice must include Feedback in accordance with Section 5 and Licensee's payment or invoicing information, as applicable. If Licensee does not convert to the Commercial Period, Licensee may not enter a new Trial Period for the Licensed Technology under a separate agreement for a period of one (1) year after termination of the Term of this Agreement.
- 7.3. Termination. Licensee may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to Licensor. Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement and is unwilling or unable to remedy such breach within thirty (30) days of its receipt of notice of such breach from the non-breaching Party.
- 7.4. Effect of Termination. The Licensed Rights will terminate immediately upon termination of the

Term. Within fifteen (15) days after such termination, Licensee will destroy, and certify such destruction in writing, any Licensed Technology and Enhancements, and all copies thereof. Unless Licensee terminates under Section 7.3 for Licensor's material breach, Licensee will remain responsible for all remaining Fees upon expiration or termination of this Agreement and Licensor will not provide any refund for any pre-paid Fees. Licensee will pay all unpaid Fees and other unpaid amounts under this Agreement, plus related taxes and expenses, within thirty (30) days of termination.

- 7.5. Survival. The rights and obligations of the Parties under Sections 5.2, 7.4, 7.5, 9, 10, and 11 will survive any termination of this Agreement.

8. NO OTHER OBLIGATIONS.

Licensor has no obligation under this Agreement to provide any services to Licensee, including but not limited to support services, troubleshooting, maintenance, updates, training, installation, integration, or customization.

9. USE OF NAME.

Licensee shall not use Licensor's name or trademarks, any abbreviation thereof, or any other means for identifying Licensor, or the name of any Licensor faculty member, employee, student or volunteer, in any press releases, advertising, marketing materials, other promotional materials, without prior written approval of Licensor. Notwithstanding the foregoing, Licensee may make public comments about the Licensed Technology and Licensee's use or evaluation thereof.

10. WARRANTIES; REMEDIES.

- 10.1. Warranties. Each Party represents and warrants to the other Party that it has full power and authority to execute, deliver, and perform this Agreement, and that no other actions, approvals, consents or proceedings by such Party are necessary to authorize such Party's execution or delivery of this Agreement. Licensee further represents and warrants to Licensor that (i) the Licensing Contact is authorized to bind Licensee, (ii) Licensing Contact and Licensee have provided accurate information in relation to its acceptance of this Agreement, including but not limited to the Number of FTEs, and (iii) none of Licensee or its personnel are (a) listed on, owned or controlled by any person listed on any sanctions or restricted party list administered by the United States government or any other relevant governmental authority, or (b) located in or organized under the laws of any country or territory that is the subject of comprehensive sanctions imposed by the United States or any other relevant authority.

- 10.2. Disclaimer. **EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1, THE LICENSED TECHNOLOGY AND LICENSED PATENTS ARE MADE AVAILABLE "AS IS" WITHOUT WARRANTIES OF ANY KIND. EACH PARTY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, CONCERNING EACH LICENSED RIGHT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 10.3. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LICENSOR BE LIABLE TO LICENSEE (INCLUDING LIABILITY TO ANY THIRD PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY LICENSEE) FOR ANY LOST PROFITS, LOST REVENUE, OR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR WITH RESPECT TO ANY CLAIM, DEMAND, ACTION, OR OTHER PROCEEDING RELATING TO THIS AGREEMENT HOWEVER

CAUSED, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Licensor's aggregate liability to Licensee with respect to any and all claims arising from or related to this Agreement in contract, tort, or otherwise will not exceed the total amounts paid or payable by Licensee to Licensor under this Agreement in the twelve (12) months before such claim arises.

10.4. Indemnification.

Licensee will defend, indemnify, and hold harmless Licensor and its officers, directors, employees and agents from and against all Third Party claims and related damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Licensee's possession and/or use of the Licensed Technology or any Enhancement, and output therefrom, including any claim related to product liability, (ii) any data, information or material used or generated by Licensee in connection with its exploitation of the rights granted in Section 2, or (iii) Licensee's exploitation of the Licensed Patents. If Licensor is obligated to respond to a third-party subpoena or other compulsory legal order or process described above, Licensee will also reimburse Licensor for reasonable attorneys' fees, as well as the time and materials spent by Licensor's personnel or advisors responding to the third party subpoena or other compulsory legal order or process at Licensor's then-current hourly rates. For any claims under this Section 10.4, Licensee will obtain Licensor's written consent prior to (a) selecting and retaining counsel to defend against any claim under this Section 10.4 and (b) agreeing to any settlement. Licensor may also assume control of the defense and settlement of any claim subject to this Section 10.4 at any time.

11. GENERAL PROVISIONS.

- 11.1. Amendment and Waiver. This Agreement may be amended from time to time only by a written instrument signed by the Parties. No term or provision of this Agreement will be waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No waiver of a breach will be deemed to be a waiver of a different or subsequent breach.
- 11.2. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the written consent of the other Party. Notwithstanding the foregoing, the consent of Licensor will not be required for Licensee to assign its rights and delegate its obligations under this Agreement to a Third Party, provided that (i) the assignment is made in connection with an acquisition or license by a Third Party of all or substantially all of Licensee's assets related hereto, (ii) the Third Party acquirer or licensee assumes and agrees to be bound by Licensee's obligations under this Agreement to the same extent as Licensee was bound, and (iii) Licensee provides written notice to Licensor of such acquisition within 30 days after the closing thereof. For the avoidance of doubt, the Parties agree that a change of control of Licensee by means of a merger, stock purchase or other transaction in which Licensee continues to exist as a legal entity, and in which this Agreement is not otherwise assigned to a Third Party, will not constitute an assignment as contemplated by this paragraph and will not require any consent of Licensor. Any assignment in violation of this Section 11.2 is null and void. This Agreement will inure to the benefit of Licensee and Licensor and their respective permitted successors and assigns.
- 11.3. Consent and Approvals. Except as otherwise expressly provided in this Agreement, all consents or approvals required under the terms of this Agreement must be in writing and will not be unreasonably withheld or delayed.
- 11.4. Construction. The headings preceding and labeling the sections of this Agreement are for the purpose of identification only and will not in any event be employed or used for the purpose of construction or interpretation of any portion of this Agreement. As used herein and where necessary, the singular includes the plural and vice versa, and masculine, feminine, and neuter expressions are interchangeable.

- 11.5. Enforceability. If a court of competent jurisdiction adjudges a provision of this Agreement unenforceable, invalid, or void, such determination will not impair the enforceability of any of the remaining provisions hereof and the provisions will remain in full force and effect.
- 11.6. No Third-Party Beneficiaries. No provision of this Agreement, express or implied, confers upon any person other than the Parties to this Agreement any rights, remedies, obligations, or liabilities hereunder.
- 11.7. Language. Unless otherwise expressly provided in this Agreement, all notices, reports, and other documents and instruments that a Party hereto elects or is required by the terms of this Agreement to deliver to the other Party hereto will be in English.
- 11.8. Notices. All notices, requests, and other communications that a Party is required or elects to deliver will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party's contact as set forth below:

If to Licensor: Arc Research Institute
3181 Porter Dr
Palo Alto, CA 94304
Attention: Legal

legal@arcinstitute.org

If to Licensee: Licensee
c/o Licensing Contact
Licensee Address and Licensing Contact Email Address
(as defined in the Request Form Information)

- 11.9. Relationship of Parties. Licensor's and Licensee's relationship will be that of independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other, nor will either Party be deemed the agent or employee of the other.
- 11.10. Collection Costs and Attorneys' Fees. If a Party fails to perform an obligation or otherwise breaches one or more of the terms of this Agreement, the other Party may recover from the non-performing breaching Party all its reasonable costs (including actual and reasonable attorneys' and investigative fees) to enforce the terms of this Agreement.
- 11.11. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to choice of law principles to the contrary. For the purpose of any legal action to enforce this Agreement, the Parties irrevocably submit to the jurisdiction of the federal courts located in Santa Clara County, California and agree that venue for any legal action to enforce this Agreement will be proper in such courts.
- 11.12. Arbitration.
- (i) Failing amicable settlement within a period of thirty (30) days from the commencement of mutual discussions, any controversy, claim or dispute arising under or relating to this Agreement, including the existence, validity interpretation, performance, termination or breach thereof (collectively,

“**Arbitrable Claims**”), but excluding any dispute with respect to Intellectual Property Rights or confidential information (collectively, “**Excluded Claims**”), may only be resolved by arbitration in Santa Clara County, California that is administered by the American Arbitration Association (the “AAA”) pursuant to the current version of its Commercial Arbitration Rules and Mediation Procedures and applying California law in accordance with Section 11.11 above.

(ii) The Parties will cause the arbitrator to issue a reasoned decision within thirty (30) days of the close of the arbitration hearing and to include written findings of fact and conclusions of law reflecting the appropriate substantive law. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator will have no authority to (a) authorize or require the Parties to engage in discovery, unless the Parties otherwise mutually agree (provided, however, that the arbitrator may schedule the time by which the Parties must exchange copies of the exhibits that, and the names of the witnesses whom the Parties intend to present at the hearing), (b) change or modify any provision of this Agreement, (c) award punitive damages or any other damages not measured by the prevailing Party’s actual damages or (d) make any ruling, finding or award that does not conform to this Agreement.

(iii) With respect to any Arbitrable Claim, each Party will bear all of its own attorneys’ fees, costs and expenses of arbitration and one-half of the costs of the arbitrator. With respect to any Excluded Claim, each Party hereto will bear its own attorneys’ fees and costs to the fullest extent permitted by applicable law.

11.13. Entire Agreement. This Agreement represents the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, of any sort regarding such subject matter. This Agreement may not be amended or modified except in writing signed by authorized officers of each of the Parties hereto.

11.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall constitute one agreement. Electronic signatures transmitted via PDF, deemed acceptance, click to accept, submission of a Request Form or Acceptance Notice similar will be deemed the original signature of the party making the transmission, click or submission.

Exhibit A

Trial Feedback

Subject to Section 5 of the Agreement, Licensee will upon request provide a written Feedback report to Licensor regarding Licensee's use of the Licensed Technology during the Trial Period. This Feedback report will include, at a minimum, commentary on the following topics:

1. Accuracy of the Licensed Technology;
2. Performance & scalability of the Licensed Technology;
3. Any recommended features or fixes;
4. Bug reports;
5. Any other Feedback that Licensee believes is important and relevant.