

MASTER SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made and entered into as of the Effective Date set forth on the applicable Order Document ("Effective Date") between the Velsera entity identified in the applicable Order Document ("Company"), and the client identified in the applicable Order Document ("Client"). All capitalized terms are defined in Section 1 of this Agreement. In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

1.1 "Business Associate Agreement" shall mean Company's standard Business Associate Agreement, incorporated herein by reference when indicated on the applicable Order Document.

1.2 "Client" shall have the meaning set forth in the introductory paragraph of this Agreement.

1.3 "Client Content" shall mean Client Data as well as other content provided by Client to Company for use with the Services, including but not limited to data analysis pipelines, workflows, tools, and assay information.

1.4 "Client Data" shall mean data provided by Client to Company for processing using the Services, either through upload to the SaaS Services or through other mechanisms such as providing access to a cloud storage bucket.

1.5 "Cloud Provider" shall mean a provider of cloud based storage and compute infrastructure such as Amazon Web Services, Google Cloud Platform, or Microsoft Azure.

1.6 "Confidential Information" shall mean any and all information or proprietary materials (in any form and media) not generally known to the public and which has been or is hereafter disclosed or made available by either party (the "Disclosing Party") to the other (the "Receiving Party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) the Platform and any portion thereof, except to the extent described in publicly-available documentation, and (iii) Client Data. For clarity, the terms of this Agreement shall be considered Confidential Information of both parties.

1.7 "Data Protection Addendum" shall mean Company's standard Data Protection Addendum, incorporated herein by reference when indicated on the applicable Order Document, incorporated herein by reference when indicated on the applicable Order Document.

1.8 "Effective Date" shall mean the Effective Date listed in the applicable Order Document.

1.9 "Fees" means Usage Fees, Subscription Fees, Training Fees, Overage Fees, Professional Service Fees, and any other fees specified in any Order Document.

1.10 "Force Majeure" shall have the meaning set forth in Section 11.4 hereof.

1.11 "Intellectual Property Rights" means any patent, patent application, copyright, moral right, trade name, trademark, service mark, trade secret, copyright, and any applications or right to apply for registration therefore, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right, in any media, whether registered or unregistered, and whether first made or created before or after the Effective Date.

1.12 "Order Document" shall mean a document executed by Client and Company setting forth the Services to be provided

by Company to Client, as well as any additional terms applicable to the Services.

1.13 "Professional Services" shall mean any consultation, development, configuration, implementation, training, or other services provided by Company personnel, as set forth in the applicable Order Document.

1.14 "Professional Service Hours" shall mean a fixed number of hours of pre-purchased Professional Services. Use of Professional Service Hours is subject to availability of Company personnel and any additional terms set forth in the applicable Order Document.

1.15 "SaaS Services" means Software-as-a-Service offerings made available by Company from time to time, as set forth in the applicable Order Document.

1.16 "Company Marketing Content" shall have the meaning set forth in Section 11.1 hereof.

1.17 "Services" means the SaaS Service and Professional Services.

1.18 "Service Level Exhibit" shall mean an exhibit to an Order Document for SaaS Services setting forth service levels expected of the SaaS Service and remedies for failure to meet such service levels.

1.19 "Suggestions" shall have the meaning set forth in Section 6.4 hereof.

1.20 "Term" shall have the meaning set forth in Section 8.1 hereof.

1.21 "Users" means any employee, agent and/or representative acting on behalf of Client who has been provided access to the SaaS Services by or on behalf of Client. When expressly permitted by the applicable Ordering Document, Users may also be third-party customers of Client using the SaaS Services for their own purposes.

2. THE SAAS SERVICES

2.1 When the Parties have executed an Order Document for SaaS Services, Company grants to Client, subject to payment of applicable Fees and to the terms and conditions set forth herein and in the applicable Order Document, a non-transferable, non-sublicensable, non-exclusive, limited right to access and use the SaaS Services for Client's data analysis purposes. Except as set forth herein or as may be permitted under a separate agreement between Client and Company, Client may not change or modify the SaaS Services in any way. Except as set forth in an applicable Order Document, nothing herein grants any rights to Client to rent, resell, or to remarket the SaaS Services or to provide access to the SaaS Services to any third party other than to provide access to its Users.

2.2 Client shall ensure that its Users shall comply with the terms and conditions of this Agreement. Client shall not permit its Users to access or use the SaaS Services other than as expressly provided herein. A breach by a User of any provision of this Agreement shall constitute a breach by Client. Company may terminate a User's access to the SaaS Services if Company reasonably believes that such individual is in breach of system security or is otherwise misusing or abusing the SaaS Services or access to the SaaS Services. The Company reserves the right to suspend or terminate any part or portion of the SaaS Services if it reasonably believes that Client is misusing or abusing the SaaS Services or is otherwise in breach of system security. Nothing in this Section 2.2 imposes on Company an obligation to supervise or monitor use of the SaaS Services.

2.3 Client represents and warrants that neither Client nor the Users shall use the SaaS Services in ways that violate laws, infringe or violate the rights of others, including, but not limited to, third party Intellectual Property Rights, privacy, and publicity rights, or interfere with other users of the SaaS Services.

2.4 Users' assigned usernames, passwords, and any other access credentials shall be maintained as confidential by Client and Users and shall not be distributed or disclosed. It is Client's responsibility to immediately terminate all authorizations of a User, through the interface provided by the SaaS Services, upon its knowledge or belief that such an authorization is insecure or may be subject to a breach of this Agreement, including, without limitation, a breach of confidentiality. Client is responsible for all acts and omissions of Users accessing the Services.

2.5 Client shall not, and shall not permit any person or entity, including Users, to: (i) use the SaaS Services on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (ii) alter or make derivative works of the SaaS Services; (iii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the SaaS Services or any software component of the SaaS Services; (iv) access or use, or allow the access or use of, the SaaS Services for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations; (v) introduce in or to the SaaS Services any virus or implement a denial of service attack or introduce or implement any other code or routine which results in disruption or damage to the SaaS Services, alter, damage or delete any data or retrieve or record information about the SaaS Services or its uses; or (vi) act in a fraudulent, tortious malicious, or negligent manner when using the SaaS Services. Client will promptly notify Company of any complaints or objections to Client's use of the SaaS Services made by a third party.

2.6 As between the Parties, Client shall, at its own cost and expense, provide all equipment, operating systems, and software (including a compatible web browser) needed to use and access the SaaS Services. Client shall also provide, at its own cost and expense, all connections from its computer systems to the SaaS Services.

3. CLIENT DATA

3.1 Client and Users may submit Client Data to Company from time to time during the Term for use with the Services. Such Client Data shall only be provided to Company in compliance with applicable law and regulation and where the permitted Users under this Agreement comply with applicable law and regulation and Client's rights in such Client Data. Client is solely responsible for ensuring that Client or its Users have the right to grant the rights in all Client Data set forth herein and that the transmission and use of such Client Data using the SaaS Services, including if applicable the accessing of such Client Data by Company Personnel to the extent necessary to provide Professional Services or support related to the SaaS Services, complies with applicable law and regulation.

3.2 Client covenants that it will only provide the Company with Client Content that Client has the right to provide for the purposes set forth in this Agreement, including, for the avoidance of doubt, in compliance with in compliance with any and all applicable data protection laws and regulations. Client additionally covenants that, except when expressly permitted by an Order Document, it will not provide any Client Data which is linked to information identifying the applicable data subjects.

3.3 The Company and Client hereby enter into the Data Protection Addendum, which shall govern the processing by Company on behalf of Client of any Personal Data (as defined in the General Data Protection Regulation (EU) 2016/679 ("EU GDPR")) which is subject to the EU GDPR or the UK's General Data Protection Regulation Act 2018 and the Privacy and Electronic Communications Regulations 2019 ("UK GDPR").

3.4 The Company and Client hereby enter into the Business Associate Agreement, which shall govern the processing by Company on behalf of Client of any Protected Health Information (as defined in 45 C.F.R. §160.103) on behalf of a Covered Entity or a Business Associate of a Covered Entity (both terms as defined in 45 C.F.R. §160.103).

4. PROFESSIONAL SERVICES

4.1 When the Parties have executed an Ordering Document for Professional Services, the Company shall provide the Professional Services set forth therein, subject to payment of any applicable Professional Service Fees set forth therein.

4.2 The Company will perform the Professional Services in a professional, workmanlike manner. Company makes no further warranties of any kind with respect to the Professional Services, and expressly disclaims and Client waives all other warranties, express or implied.

4.3 Unless and solely to the extent the applicable Ordering Document expressly overrides this Section 3.3, Intellectual Property Rights in any intellectual property developed by the Company in the course of performing Professional Services shall be owned by the Company.

5. CONFIDENTIALITY

5.1 Both parties acknowledge that either party or its affiliates may receive Confidential Information from the other party or its affiliates during the Term of this Agreement. The

Receiving Party shall disclose the other party's Confidential Information only to persons within the Receiving Party or its affiliates having the need to know the information for the purpose of this Agreement. The Receiving Party and its affiliates shall treat Confidential Information as it does its own valuable and sensitive information of a similar nature, and, in any event, with not less than reasonable care. The Receiving Party agrees to make all necessary and reasonable efforts to maintain the Disclosing Party's rights therein and to take appropriate action by instruction or agreement with its affiliates, employees and other agents. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential Information. The restrictions set forth in this section 5.1 shall survive for 5 years after termination of this Agreement, or for such longer period as is required by law.

5.2 The obligations of either party under Section 5.1 will not apply to information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the Receiving Party, or (iv) is independently developed by the Receiving Party without regard to the Confidential Information of the other party. Further, the Receiving Party may disclose Confidential Information to the extent such disclosure is required by law or order of a court of competent jurisdiction or regulatory authority, provided that the Receiving Party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the Disclosing Party, at the Disclosing Party's cost and expense, in any effort made by the Disclosing Party to seek a protective order or other appropriate protection of its Confidential Information.

6. IP AND OWNERSHIP

6.1 Client acknowledges that the SaaS Services and the structure, organization, and code used in conjunction with the SaaS Services are proprietary to the Company and/or the Company's supplier(s) and affiliates, and that the Company and/or its suppliers and affiliates retain exclusive ownership of the SaaS Services, documentation, and any other Intellectual Property Rights relating to the SaaS Services, including all modifications, enhancements, derivatives, and other software and materials relating to the SaaS Services, and all copies thereof whether existing on the Effective Date or developed under this Agreement or otherwise after the Effective Date. Except as otherwise permitted hereunder, Client and Client's Users shall not sell, transfer, publish, disclose, display or otherwise make available, or copy or otherwise reproduce the SaaS Services including any modifications, enhancements, derivatives, and other software and materials provided hereunder by the Company or copies thereof to others. Client further acknowledges that "Velsera", "Seven Bridges", "PierianDx", "Ugentec" and any other trademarks and service marks adopted by Company to identify the SaaS Services and other Services belong to the Company or its affiliates. Client and Client's Users shall not remove any proprietary, copyright, trademark, or service mark legend from any part of the SaaS Services including any modifications,

enhancements, derivatives, and other materials provided by the Company.

6.2 Company acknowledges that as between the Parties, Client is the owner of all Intellectual Property Rights in Client Data and any other Client Content, and results or data obtained by Client through use of the Services.

6.3 Except when the applicable Order Document expressly overrides this Section 6.3, Intellectual Property Rights in any intellectual property developed by the Company in the course of performing Professional Services shall be owned by the Company.

6.4 Client may provide the Company with suggestions for modifications or enhancements to the SaaS Services from time to time ("Suggestions"). All such Suggestions are provided "AS IS." Client hereby grants to Company a non-exclusive, royalty-free, perpetual, irrevocable license under all Suggestions and all Intellectual Property Rights therein, to copy, use and modify such Suggestions and to make, have made, use, import, offer to sell and sell products and services incorporating such Suggestions.

7. PAYMENT

7.1 Fees are set forth in the Order Document and are payable as set forth therein.

7.2 In the event of late payment, Company may add a monthly interest charge equal to an interest rate on the overdue amount equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the highest lawful rate allowed. Company may add the cost of reasonable attorney and collection fees required to collect on the unpaid balance of an invoice. Company may at its sole discretion suspend access to the Services if Client does not pay Fees when due.

7.3 Client is responsible for paying all applicable fees and taxes it or its Users may incur in connection with access to and use of the Services. Client agrees to pay amounts equal to any Federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company hereunder, this Agreement or any Services provided by Company to Client pursuant hereto and any taxes or amounts in lieu thereof paid or payable by Company, excluding taxes based on Company's net income. If Client is a tax-exempt entity, Client may provide a certificate of exemption to Company and Company shall adjust any applicable charges in accordance with the certificate of exemption.

8. TERM AND TERMINATION

8.1 Initial Term. Unless otherwise specified in an Ordering Document, the Initial Term for this Agreement shall be for an initial thirty-six (36) month term commencing upon the Effective Date. The "Term" shall include the Initial Term as set forth above and any Renewal Terms pursuant to section 8.2 below.

8.2 Renewal. Upon the conclusion of the Initial Term or any Renewal Term, if neither party has terminated this

Agreement by giving the other party at least thirty (30) days advance written notice, this Agreement shall automatically renew for a successive twelve (12) month period (a "Renewal Term"). Fees due during a Renewal Term may be subject to increase provided that Company provides Client with written notice of such increase no less than forty-five (45) days prior to the end of the then-current Initial Term or Renewal Term.

8.3 Each party may terminate this Agreement upon thirty (30) days prior written notice to the other party if the other party materially breaches this Agreement and fails to correct the breach within such thirty (30) day period, and Client acknowledges that a failure to pay fees when due shall constitute a material breach. Furthermore, each party may terminate this Agreement upon written notice if the other party ceases to conduct business (except where arising from Force Majeure), becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within sixty (60) days, makes an assignment for the benefit of its creditors, or when the other party has been prevented from performing its obligations under this agreement by a Force Majeure event. Termination will be in addition to, and not in lieu of, any equitable remedies available to the terminating party.

8.4 In the event of termination of this Agreement, each Order Document shall also terminate unless otherwise provided in the applicable Order Document. In the event of termination of an Order Document for Professional Services, except where such Order Document is terminated for Company's breach of its obligations under that Order Document, Client shall pay to Company a pro-rata portion of any unpaid Professional Services Fees due under that Order Document, based on the portion of the deliverables or work contemplated under that Order Document which was completed prior to termination. Notwithstanding anything herein to the contrary, in the event of termination by Company pursuant to Section 8.3 all amounts due under this Agreement shall be paid within ten (10) days of such termination. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other arising from or incident to any suspension or termination of this Agreement by such party or any expiration hereof which complies with the Terms of the Agreement, whether or not such party is aware of any such damage, loss or expenses.

9. WARRANTY

9.1 Each Party represents and warrants to the other Party that (i) it is organized and validly existing under the laws of the state of its formation and has the requisite authority to enter into this Agreement and perform its respective obligations hereunder, (ii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered a proceeding at law or in equity), (iii) its execution, delivery, and performance of this Agreement does not conflict with any other agreement to which it is bound, and (iv) the persons signing this Agreement through an Order Document on behalf of such Party are authorized to bind their respective Party by their signatures below.

9.2 Company warrants that, during the Term of this Agreement, the SaaS Services will, under normal operation and when used as authorized herein, perform substantially in accordance with the documentation provided by Company as may be amended by Company from time to time. All data, pipelines, third-party analysis tools, third-party materials, and other content available on the SaaS Services are provided "AS IS".

9.3 In addition, Company warrants that, during the Term of the Agreement, the SaaS Services shall meet the Service Levels set forth in the Service Levels Exhibit. The Company's sole obligation and Client's exclusive remedy for any breach of the warranties contained in this section 9.3 is limited to the remedies set forth in the Service Levels Exhibit.

9.4 Client acknowledges that any reports, data or information generated, obtained or acquired through the use of the SaaS Services is at Client's sole risk and discretion. Company and its suppliers are not liable or responsible for any results generated through the use of the SaaS Services. COMPANY MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF THE COMPLETENESS OR ACCURACY OF ANYTHING IN THE ANY SCIENTIFIC CONTENT, INTERPRETIVE SERVICES OR EVALUATION PROVIDED UNDER THIS AGREEMENT.

9.5 The SaaS Services, as provided hereunder, are not a data storage service; Client should not rely on the SaaS Services for storage of data. Any valuable data of Client should be stored by Client through other means. Company shall not be responsible for any damages arising from loss of data.

9.6 Client acknowledges that the Platform uses a third party Cloud Provider in connection with the computation and storage infrastructure used by Company to provide the SaaS Services. Company is not responsible for any outages or errors arising from the Cloud Provider used by the Company from time to time. NEITHER COMPANY NOR ITS SUPPLIERS WARRANT OR REPRESENT THAT THE PLATFORM OR ACCESS TO THE PLATFORM WILL BE ERROR-FREE, UNINTERRUPTED OR COMPLETELY SECURE. OPERATION OF THE PLATFORM MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF THE COMPANY'S AND ITS SUPPLIERS' CONTROL.

9.7 EXCEPT AS PROVIDED IN THIS SECTION 9, COMPANY AND ITS SUPPLIERS MAKE AND GIVE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY, WITH REGARD TO THE PLATFORM AND ANY COMPONENTS THEREOF, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

10. INDEMNIFICATION

10.1 Client shall indemnify and hold Company, its directors, officers, employees, suppliers, agents, successors, and assigns harmless from and against all liabilities, losses, costs, expenses, (including reasonable attorney's fees) and damages awarded to a third party by a court of applicable jurisdiction arising from (i) the use of the SaaS Services or Professional Services by Client, or any of its Users (ii) any

Client Data provided by Client or its Users; or (iii) any information or results obtained through use of the SaaS Services or Professional Services or access to the SaaS Services.

10.2 Company shall indemnify and hold Client, its directors, officers, employees, suppliers, agents, successors, and assigns harmless from and against all liabilities, losses, costs, expenses, (including reasonable attorney's fees) and damages awarded to a third party by a court of applicable jurisdiction arising from a claim alleging that the SaaS Services directly infringe a copyright, a U.S. patent issued as of the Effective Date or a trademark of any party. Company shall have no liability under this Agreement or otherwise to the extent any the applicable claim is based upon (i) use of SaaS Services in combination with software, hardware, or technology not provided by the Company, if infringement would have been avoided in the absence of the combination, or (ii) modification to the SaaS Services not made by Company, if infringement would have been avoided in the absence of the modification.

10.3 A party's obligations to indemnify the other party with respect to any third party claim, action or proceeding shall be conditioned upon the indemnified party: (i) providing the indemnifying party with prompt written notice of such claim, action or proceeding, (ii) permitting the indemnifying party to assume and solely control the defense of such claim, action or proceeding and all related settlement negotiations, with counsel chosen by the indemnifying party, and (iii) cooperating at the indemnifying party's request and expense with the defense or settlement of such claim, action or proceeding which cooperation shall include providing reasonable assistance and information. No indemnified party shall enter into any settlement agreement for which it will seek indemnification under this Agreement from the indemnifying party without the prior written consent of the indemnifying party. Nothing herein shall restrict the right of a party to participate in a claim, action or proceeding through its own counsel and at its own expense.

11. LIMITATION OF LIABILITY

11.1 COMPANY AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURIES OR DEATH CAUSED BY THE PROFESSIONAL SERVICES OR BY THE USE OF THE SAAS SERVICES, REPORTS PRODUCED THROUGH USE OF THE SAAS SERVICES, OR BY ANY ERRORS, DELAYS, OR FAILURES OF THE SAAS SERVICES OR INTERRUPTIONS IN THE TRANSMISSION OF THE SAAS SERVICES.

11.2 NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT COMPANY OR ITS SUPPLIERS ARE HELD TO BE LIABLE TO CLIENT FOR ANY CAUSE, WHETHER FOR NEGLIGENCE, TORT, BREACH OF CONTRACT, OR FOR ANY OTHER CAUSE OF ACTION, COMPANY'S AND ITS SUPPLIERS' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT HEREUNDER DURING THE IMMEDIATELY PRECEDING SIX (6) MONTHS FROM WHEN THE CLAIM FOR LIABILITY AROSE.

11.3 UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, OR RELATING TO, THIS AGREEMENT, HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR OTHER LEGAL THEORY, AND EVEN IF THE COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY COMPANY.

11.4 Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by (i) acts of God, such as fire, flood, earthquake, epidemic, pandemic, or other natural disasters, (ii) terrorist events, , riots, insurrections, war, or national emergencies, (iii) strikes, boycotts, lockouts, or other third-party or labor disputes, (iv) governmental acts or judicial orders or restrictions, (v) utilities and communications failures, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non performing party ("Force Majeure"), provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

11.5 The parties agree that (i) the limitations of this Section 11 shall not limit the parties' indemnification obligations pursuant to Section 10 and (ii) the limitations specified in Sections 9 and Section 11 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. Client acknowledges that Company has set the Fees and entered into this Agreement in reliance on the disclaimers of warranty and the limitations of liability set forth in this Agreement and that the same forms an essential basis of the bargain between the parties.

12. ACKNOWLEDGEMENT RIGHTS

12.1 Company may list Client as a client, partner, and via other characterizations that reflect the nature of this Agreement on its website, in its marketing materials, in presentations and in all other forms of communication (collectively, "Company Marketing Content"), and may use Client's logos and other trademarks for this purpose.

12.2 Client agrees to include appropriate attribution to Company if any results obtained from use of the Services are included in any publication, conference presentation, or other public presentation. This shall include at a minimum authorship on any publications to which Company contributes analysis and writing, and acknowledgement in the "methods" section of any other publications.

13. GENERAL

13.1 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of law. Each party expressly consents to the jurisdiction of the state and federal courts of the Commonwealth of Massachusetts to resolve any dispute arising from this Agreement and waives any defense of inconvenient or improper forum. The parties acknowledge and

agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any state having jurisdiction and shall not be governed by the United Nations Convention on the International Sale of Goods.

13.2 Client may not assign or transfer this Agreement in whole or in part to any third party absent prior written authorization by Company. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their respective successors, permitted transferees, and permitted assigns. No provision of this Agreement shall be deemed to confer upon any person any remedy, claim, liability, reimbursement, cause of action, or other right whatsoever.

13.3 Neither party shall hire or directly or indirectly solicit for employment, or induce, or actively attempt to influence any employee, contractor, or agent of the other party to terminate employment or discontinue a contractor or other business association with the other party during the Term and for twelve (12) months thereafter; provided, however, that either party may solicit or recruit generally in the media, and shall not be prohibited from hiring any individual or contractor who answers any advertisement.

13.4 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect. Sections 1, 2.3, 2.4, 3, 4.2, 4.3, 5, 6, 7, 9, 10, 11, 12, and 13 will survive termination or expiration of the Agreement for any reason.

13.5 Client agrees to comply with all applicable export laws and regulations, including the Export Administration Regulations and economic sanctions programs implemented by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Without limiting the foregoing, Client hereby warrants that neither Client, nor any of its officers, directors, or controlling shareholders, is a Restricted Person. For purposes of this Agreement, "Restricted Person" means an individual or entity that is (1) a national of, located within, or organized under the laws of Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine, or any jurisdiction in which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by OFAC; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List, Entity List, or Unverified List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If Client becomes a Restricted Person during the Term of this Agreement, Client shall notify Company within twenty-four (24) hours, and Company shall have the right to terminate any further obligations to Client, effective immediately and with no further liability to Client, but without prejudice to Client's outstanding obligations to Company. Client agrees that Client shall not utilize the Services to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized by the U.S. Government and with prior written notice to Company. Client may not remove or export from the United States or allow the export or re-export of the Services, or any direct product thereof, including technical data, to any Restricted Person or otherwise in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

13.6 Company and Client are not partners or in a joint venture; neither party is the agent, representative nor employee of the other party, and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. Neither party will have any responsibility nor liability for the actions of the other party except as expressly provided herein. Neither party will have any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other party. Client's employees are not and shall not be deemed to be employees of Company. Client shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of Client's personnel.

13.7 All notices and other legal communications permitted or required to be given under this Agreement shall be deemed to have been duly given if such communications are in writing and (a) sent by personal delivery, airmail, cable, telegram, telex, facsimile transmission or other commercial means of rapid delivery, postage or costs of transmission and delivery prepaid, to the parties at addresses specified in the applicable Order Document or (b) sent by email to either legal@velsera.com (if to Company) or the notice email address listed on the applicable Order Document (if to Client), in each case until such time as either party hereto shall give the other party hereto written notice of a change of address or email address in accordance with the provisions hereof.

13.8 Each party acknowledges and agrees that this Agreement and any related Order Documents are the complete statement of the agreement between the parties, and that this Agreement supersedes all prior proposals, understandings and arrangements, oral or written, between the parties relating to this Agreement.

13.9 The headings of the sections and paragraphs of this Agreement shall be for convenience only.

13.10 Notwithstanding anything herein to the contrary, Company may fulfill any of its obligations under this Agreement through third party service providers and s