



Master Services Agreement

This Master Services Agreement (“Agreement”) is entered into by and between Alleva Corp, a Delaware corporation, located at 29982 Ivy Glenn Drive, Suite 202, Laguna Niguel, CA 92677 (“Alleva”) and the subscriber referenced in the Order (“Subscriber”). This Agreement is effective on the date of the last signature as set forth on the signature page of the Order (the “Effective Date”).

In consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Alleva and Subscriber agree as follows:

1. Introduction. This Agreement and the applicable Order describe the terms and conditions governing Subscriber’s and Subscriber’s Authorized Users’ access to and use of the Services. This Agreement includes the terms and conditions set forth in the body of this Agreement as well as any additional written terms and conditions provided to Subscriber by Alleva in connection with this Agreement, which may include written terms and conditions from third parties or written terms and conditions provided separately to Subscriber for the Services (including ordering, activation, or payment terms).

2. Definitions; Interpretation; Exhibits.

a. Definitions. Capitalized terms defined in the body of this Agreement have the meanings ascribed to them. Each reference in this Agreement to a definition is a reference to a definition contained in this Agreement, unless the context expressly provides otherwise. Capitalized terms used in this Agreement and not otherwise defined in this Agreement have the following meanings:

“Affiliate” means, with respect to any person, any other person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such person.

“Alleva Related Parties” means Alleva’s, Alleva’s Affiliates and Alleva’s Affiliates’ stockholders, partners, members, officers, directors, managers, employees, independent contractors, agents, third-party providers, merchants, sponsors, distributors, suppliers, or licensors, and each of their successors and assigns.

“Alleva Server” means the hardware owned or leased and operated by Alleva and used by Alleva to host the Services.

“Applications” means the software, and any upgrades, enhancements, or new releases thereto, provided by Alleva and set forth in the applicable Order.

“Authorized User” means (i) any natural person employed by Subscriber, (ii) any natural person bound by a legal obligation to comply with the terms and conditions of this Agreement in connection with such person’s access to and use of the Services, (iii)



Subscriber's bona fide correspondents and third-party customers on behalf of whom Subscriber provides or will provide services to clients, (iv) third-party contractors that work for or provide services on behalf of the Subscriber, and (v) any entity to which Subscriber will provide contracting services to agencies from one physical location, in each case who is permitted by Subscriber to access and use the Services.

"Customer Support" means the customer-support functions for the Services provided by Alleva under this Agreement.

"Intellectual Property Rights" means all rights in and to U.S. and foreign (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights, and all similar or equivalent rights or forms or protection in any part of the world.

"Order" means the document(s), regardless of actual name, executed by the parties which incorporates by reference the terms of this Agreement, and describes order-specific information, such as a description of the Services, subscription term, fees, and other terms as may be agreed to by the parties.

"Services" means all of the services provided by Alleva under the applicable Order and this Agreement, including (i) providing access to and use of the Applications over the Internet, an intranet, or other electronic means, (ii) any consulting, configuration, custom software development, interface development, or training services, (iii) the Customer Support, and (iv) any other services agreed to between Alleva and Subscriber and set forth in the Order, an exhibit, addenda, or amendment to this Agreement.

"Subscriber Data" means content or other data that is imported into the Services by Subscriber, Subscriber's Authorized Users, or third parties on behalf of Subscriber.

b. Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation," (ii) the word "or" is not exclusive, and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement apply equally to both the singular and plural forms of the terms defined. Whenever the context requires, any pronoun includes the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references in this Agreement: (x) to Sections mean the Sections of this Agreement, (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (z) to a statute



means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

c. Orders. The Order referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if it was set forth verbatim in this Agreement. Subscriber acknowledges and agrees that any material breach of the Order is considered to be a material breach of this Agreement. In the event of any conflict between the terms of an Order and this Agreement, the terms of this Agreement will control, unless the Order expressly states that the parties intend to modify this Agreement. Subscriber acknowledges and agrees that the terms of its own Order or any other standard terms of the Subscriber do not apply to the parties' relationship under this Agreement.

3. Right to Access and Use the Services.

a. The Services are protected by trade secret, copyright, and other intellectual property laws. On the terms and subject to the conditions of this Agreement, and as long as Subscriber meets all applicable payment obligations and Subscriber and Subscriber's Authorized Users comply in all respects with the terms and conditions of this Agreement, Alleva hereby grants to Subscriber and Subscriber's Authorized Users a personal, limited, revocable, nonexclusive, nontransferable right to access and use the Services during the Term. Only Subscriber and Subscriber's Authorized Users are granted the right to access and use the Services pursuant to this Agreement. The right to access and use the Services is limited to the purposes described in this Agreement. Alleva reserves all other rights in the Services. Any access, use, or attempted access or use of the Services other than as expressly permitted in this Agreement is a material breach of this Agreement.

b. The right to access and use the Services is limited to the processing of information, the process of copying, entering, and organizing of Subscriber Data, recording information and Subscriber Data, and reporting or transcribing recovery records in connection with the business of Subscriber. The right to access and use the Services may also be limited by restrictions set forth elsewhere in the body of this Agreement or in exhibits or addenda attached to, or incorporated by reference into, this Agreement.

c. Subscriber must use commercially reasonable efforts to ensure that each of Subscriber's Authorized Users complies in all respects with the terms and conditions of this Agreement. Subscriber must report to Alleva any actual breach of this Agreement by any of Subscriber's Authorized Users, no later than five business days after becoming aware of the actual or potential breach.

d. Alleva will provide the access codes or passwords necessary to access and use the Services only to (i) the persons identified by the authorized party executing this Agreement; (ii) the authorized party executing this Agreement; and (iii) those who execute a sworn statement satisfactory to Alleva that documents or confirms that such person is authorized by Subscriber to obtain access codes or passwords on



Subscriber's behalf. Subscriber is responsible for securely managing such access codes or passwords, and Subscriber must contact Alleva if Subscriber becomes aware of any unauthorized access to such access codes or passwords. Alleva has the right but not the obligation to require a person listed in this paragraph to provide sufficient proof (in form and substance as reasonably requested by Alleva) that such person is in fact that person and has authorization to obtain access codes or passwords on Subscriber's behalf, and Alleva reserves the right to refuse to provide access codes or passwords to such person in its sole discretion. Subscriber must promptly notify Alleva when any information changes on the Order.

e. Neither Subscriber nor any of its Authorized Users may access or use, or permit any third party to access or use, the Services in any manner that violates any applicable law or regulation or this Agreement. Without limiting in any way the foregoing, Subscriber specifically agrees not to: (i) provide access to or give any part of the Services to any third party; (ii) reproduce, modify, copy, deconstruct, sell, trade, or resell all or any portion of the Applications; (iii) make the Services available on any file-sharing, application-hosting, or similar service; (iv) attempt to access any other Alleva systems that are not part of the Services; (v) excessively overload the systems used to provide the Services; (vi) interfere with or disrupt the systems used to provide the Services or services provided to other customers or clients of Alleva; or (vii) access or use the Services to harm others or the Services.

f. Neither Subscriber nor any Authorized User may: (i) modify, translate, alter, adapt, reverse-engineer, decompile, disassemble, reproduce, distribute, or display, or create derivative works, compilations, or collective works based on any of the Applications; (ii) apply any process, technique, or procedure to ascertain or derive the source code to any of the Applications; (iii) merge any of the Applications with any other software or service; or (iv) publish, or otherwise provide to a third party, the results of any benchmark tests run on any of the Applications.

g. If Subscriber or any of Subscriber's Authorized Users violate any of the terms or conditions of this Agreement, then this Agreement and/or the right to access and use the Services may be terminated and/or suspended by Alleva in its reasonable discretion, only after Subscriber has been given an opportunity to cure and fails to do so under Section 9(b) of this Agreement.

h. During the Term, Subscriber may be provided with access to certain web-based applications and software tools of third-party licensors incorporated into the Services and Subscriber will use such applications and tools consistent with any applicable third-party terms.

4. Mobile and Tablet Devices.

a. Access to and use of the Services may be available through a compatible mobile or tablet device, which may require Internet access or software. Subscriber agrees that Subscriber is solely responsible for these requirements, including any applicable



changes, updates, and fees as well as the terms of Subscriber's agreement with Subscriber's mobile or tablet device and telecommunications provider.

b. ALLEVA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (I) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM ANY PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (II) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

5. Feedback. Subscriber hereby assigns Alleva all right, title and interest in any feedback or suggestion provided by Subscriber or Subscriber's Authorized Users. Alleva may freely use feedback provided by Subscriber or Subscriber's Authorized Users. Alleva may use the feedback, suggestions, or ideas of Subscriber or Subscriber's Authorized Users in any way, including in future modifications of the Services, other products or services, or advertising or marketing materials. In the event the foregoing assignment cannot be effectuated, Subscriber hereby grants Alleva a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty-free license to use, reproduce, prepare derivative works based upon, distribute, publicly perform or display, make, offer for sale, sell, and import products and services incorporating the feedback without restriction, and to otherwise exercise all rights in the feedback without restriction, including the right to sublicense such rights.

6. Additional Terms; Other Services.

a. Alleva may communicate with Subscriber about other services provided by Alleva. Subscriber may be offered other services, products, or promotions by Alleva ("Other Alleva Services"). Additional terms and conditions and fees may apply to the Other Alleva Services. Subscriber grants Alleva permission to use information about Subscriber's business and experience to help Alleva to provide the Services or other services to Subscriber and to enhance the Services.

7. Payment.

a. Subscriber will, in accordance with the terms of this Agreement and the Order, pay Alleva all fees set forth in the Order, including all monthly fees and any set-up fees, professional services fees, and any other fees stated therein. Additionally, Subscriber acknowledges and agrees that, notwithstanding that any monthly fees are paid on a monthly basis, by entering into this Agreement, Subscriber is committing to pay to Alleva, as they become due, the amount of all fees scheduled to become due during the Term. If the Subscriber terminates this Agreement pursuant to Section 9(a) of this Agreement, Subscriber will pay the balance of any future, unpaid monthly fees scheduled to become due during the Term.



b. The fees are net of, and Subscriber is responsible for and must pay, all sales, use, withholding, excise, transfer, goods, and services taxes, value-added or other taxes, customs fees, in each case whether federal, state, provincial, local, foreign, or otherwise, that are levied or imposed by reason of the Services or otherwise arising in connection with this Agreement, except those based solely on the net income of Alleva. Subscriber will be responsible for any increase in taxes due to changes in tax laws or regulations or interpretations thereof. If Subscriber is exempt from the payment of any such taxes or fees, then Subscriber will provide Alleva with a valid tax-exemption certificate; otherwise, absent proof of Subscriber's direct payment of such taxes to the applicable taxing authority, Alleva will invoice Subscriber for, and Subscriber will pay to Alleva, the amount of all such taxes and fees.

c. Prior to receiving access to the Services, Subscriber must (i) pay any fees other than monthly fees as provided in the Order, and (ii) provide an e-mail address at which Subscriber may receive invoices. Thereafter, if requested by Alleva, Subscriber will complete, execute, and deliver to Alleva a "Bank Draft Authorization," the form of which has been provided to Subscriber. By completing, executing, and delivering to Alleva the Bank Draft Authorization, Subscriber represents and warrants that the information set forth therein is accurate and complete in all respects. Subscriber acknowledges and agrees that the amount of any fees during the Term may be drafted, on a recurring basis when due, directly by Alleva in accordance with the Bank Draft Authorization.

d. If at any time the payment information for Subscriber on file with Alleva is not accurate or complete, and Subscriber does not promptly notify Alleva in writing when such payment information changes, such will be considered a material breach of this Agreement and Alleva may exercise its rights under Section 9(b) of this Agreement.

e. Notwithstanding anything to the contrary in this Agreement, Alleva may terminate or suspend, in its discretion, Subscriber's and any Authorized User's access to all or any portion of the Services if: (i) Alleva reasonably determines that (a) Subscriber has not timely paid fees owed to Alleva pursuant to this Agreement or an applicable Order; (b) there is a threat to or attack on any of the Services; (c) Subscriber's or any Authorized User's use of the Services disrupts or poses a security risk to the Services or any other customer or vendor of Alleva; (d) Subscriber or any Authorized User is using the Services for fraudulent or illegal activities; (e) subject to applicable law, Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (f) Alleva's provision of the Services to Subscriber or any Authorized User is prohibited by applicable law; or (ii) any vendor of Alleva has suspended or terminated Alleva's access to or use of any third party services or products required to enable Subscriber to access the Services. Alleva will make commercially reasonable efforts to provide written notice of any termination or suspension to Subscriber and to provide updates regarding resumption of access to the Services following any service suspension. Alleva will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the suspension is cured. ALLEVA WILL HAVE NO LIABILITY FOR ANY DAMAGES,



LIABILITIES, LOSSES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES THAT SUBSCRIBER OR ANY AUTHORIZED USER MAY INCUR AS A RESULT OF, IN CONNECTION WITH, OR RELATING TO A SERVICE TERMINATION OR SUSPENSION PURSUANT TO THIS SECTION.

f. All payments are due on the date of Alleva's invoice to Subscriber and are non-refundable. All payments must be made in U.S. dollars. If Alleva does not receive the full amount of any payment within 30 days of the invoice date, then an amount equal to 1.5% of the unpaid balance (or, if such amount is not permitted under applicable law, an amount equal to the highest amount permitted under applicable law) will be added to the unpaid balance each month, and Subscriber hereby authorizes Alleva to draft such amounts from Subscriber's bank account in accordance with the Bank Draft Authorization. The receipt or request for payment of such amounts will not prejudice Alleva's rights with respect to Subscriber's failure to pay all amounts due on the date that they are due. Subscriber will also be liable for any and all attorney and collection fees arising from Alleva's efforts to collect any unpaid balance of Subscriber's account. Invoices for Subscriber will be sent to the e-mail address provided by Subscriber.

g. Alleva reviews and adjusts its fees from time to time for: (1) census allotment changes, client overages, or similar changes in Subscriber's use of the Services (each a "Census Increase Adjustment"), and (2) inflation. At any time during the Term, Alleva may perform a Census Increase Adjustment pursuant to the pricing structure as set forth in the Order. Excluding any fee increases related to a Census Increase Adjustment, Alleva may increase its fees for after completion of the first year of the Initial Term and no more than once per year by up to 6.5% or by a percentage equal to the current Consumer Price Index, whichever is greater; provided, Alleva will give Customer thirty (30) days advanced written notice of any fee increase.

8. License to Subscriber Data.

a. Any content, materials, software, data, or other information that Subscriber or Authorized Users provide to Alleva through the Services ("Your Data" or "Data") is Subscriber property. Subscriber hereby grants Alleva a worldwide, limited, revocable, non-exclusive right and license to use and reproduce Your Data for the purposes of providing the Services, and in providing support and analysis for improvement of the Services which Alleva shall provide in accordance with its compliance obligations in this Agreement ("Compliance Obligations").

b. Except where restricted by applicable law, nothing in the Agreement will restrict Alleva from collecting, using and analyzing general information and data from its customers (including Subscriber) in an anonymized, aggregated manner for business purposes including the improvement and enhancement of the quality and nature of the Services, provided that Alleva does not specifically identify Subscriber or disclose any personally identifiable information in the course of collecting, using, analyzing, marketing or publishing that information or data, and that any output therefrom is owned by Alleva. Subscriber acknowledges and agrees that Alleva is the owner of all



de-identified information and that Alleva may use it, and may authorize through sale, license or other means any third party to use it, for any lawful purpose.

c. If Authorized Users choose to share Your Data with third parties, Subscriber is solely responsible for that disclosure, and what any third parties do with Your Data. Likewise, Subscriber is solely responsible for any actions Authorized Users take with respect to Your Data, including deleting or corrupting Your Data. You acknowledge that Alleva is not responsible for the disclosure of Your Data by Subscriber or Subscriber's agents (including Authorized Users), to any third parties.

d. Subscriber acknowledges that in transmitting any data to Alleva it is Subscriber's responsibility to use a secure encrypted connection. Subscriber grants Alleva permission to combine Subscriber's business data, if any, with that of others in a way that does not identify Subscriber or any individual personally. Subscriber also grants Alleva permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

9. Term and Termination.

a. **Term.** The term of this Agreement commences on the Effective Date and continues for a period of 12 months, or as otherwise specified in the Order (the "Initial Term"). Unless this Agreement is terminated in accordance with its terms, this Agreement will renew automatically for the same time period specified in the initial Order (each a "Renewal Term"). The Initial Term and any Renewal Term are collectively referred to in this Agreement as the "Term." Either party may opt to not renew and thereby terminate this Agreement effective at the end of the Initial Term or any Renewal Term by providing the other party with written notice, at least 60 days prior to the end of the relevant Term, of the party's intent to not renew. Written notice to Alleva must be submitted to legal@helloalleva.com. If Subscriber timely notifies Alleva of its intent to terminate more than 60 days prior to the end of the relevant Term, Subscriber will pay the balance of any future, unpaid monthly fees scheduled to become due during the Term in accordance with Section 7(a) of this Agreement.

b. **Termination for Breach.** Either Alleva or Subscriber may terminate this Agreement at any time if (i) the other is in material breach of any term of this Agreement and (ii) the other fails to remedy such breach within 30 days after written notice of such breach. If Subscriber has not paid the amounts due as stated in the Order within 7 days of receipt, Alleva may terminate this Agreement.

c. **Effect of Termination.** Upon termination of this Agreement, Subscriber will no longer have the ability to use the Services to create new data. If this Agreement is terminated under this Section 9, Subscriber may request access to Subscriber's Data created during the Term via written notice to Alleva, at which point Alleva will take commercially reasonable measures to make Subscriber's Data available to Subscriber within 90 days of such request. Notwithstanding the foregoing, Alleva's provision of Subscriber's Data is subject to access limitations and a convenience fee, which Alleva may exercise in its sole discretion.



d. Other Charges. Nothing in this Agreement will relieve Subscriber from its obligation and liability to pay for the Services accessed and used prior to the termination of this Agreement.

e. Survival. The provisions of Sections 2, 3(e), 3(f), 10, 12, 13, 14, 16, 19, and 20 will survive the termination of the Agreement for any reason whatsoever.

10. Intellectual Property Rights.

a. The Applications. By this Agreement, neither Subscriber, any Authorized User of Subscriber, nor any other person obtains, by implication, estoppel, or otherwise, any right, title, or interest in or to any of the Applications or any of the Intellectual Property Rights therein or any improvements thereto (including improvements arising out of or resulting from the Services) or any of the source code relating to the Applications or any derivative works relating to the Applications — all of which is and will remain the sole and exclusive property of Alleva. Notwithstanding the foregoing, to the extent that Subscriber acquires any right, title, or interest in or to any of the Applications or any of the Intellectual Property Rights therein or any improvements thereto (including improvements arising out of or resulting from the Services) or any of the source code relating to the Applications or any derivative works relating to the Applications, Subscriber will execute, and cause its representatives to execute, any assignment agreements or other instruments (in form and substance acceptable to Alleva) assigning, transferring, and conveying to Alleva all such right, title, and interest. This Agreement is not intended to be, and is not, a license or sale of any of the Applications. This Agreement does not grant Subscriber or any other person the right to copy any of the Applications.

b. No Work Made For Hire. No work to be performed by Alleva under this Agreement consisting of copyrightable subject matter is or will be “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101, et. seq.).

c. Alleva Server. Subscriber has no, and by this Agreement obtains no, right, title, or interest in or to the Alleva Server, except to the extent necessary to access and use the Services in accordance with this Agreement.

d. Trademarks and Publicity. Subscriber acknowledges and agrees that, by or under this Agreement, Subscriber acquires no rights in any trademarks, service marks, trade names, trade dress, logos, corporate names, or domain names, or other similar designations of source or origin, of Alleva. All such trademarks, service marks, trade names, trade dress, logos, corporate names, or domain names, or other similar designations of source or origin, are and will remain the property of Alleva. Nothing contained in this Agreement may be construed as conferring to Subscriber any right to use in advertising, publicity, or other promotional activities any trademarks, service marks, trade names, trade dress, logos, corporate names, or domain names, or other similar designations of source or origin, including any contraction, abbreviation, or simulation of any of the foregoing, of Alleva.



11. Service Level Agreement.

- a. Alleva will make the Services reasonably available during the Term; provided, however, that Subscriber acknowledges and agrees that, from time to time, the Services or the Subscriber Data may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of Alleva or that are not reasonably foreseeable by Alleva, including interruption or failure of telecommunication or digital communication links or hostile network attacks (collectively referred to as "Downtime"). Alleva will use its best efforts to provide not less than 24 hours advance notice to Subscriber prior to any scheduled Downtime.
- b. Subscriber will acquire, install, maintain, and configure any and all software, hardware, peripheral devices, operating systems, utility programs, licensed connections, and/or services required by Subscriber to access and use the Services.
- c. Subscriber will maintain intranet, Internet, LAN, and/or WAN network connections (collectively, the "Network") that are reliable and have sufficient available bandwidth to allow Subscriber to access and use the Services to Subscriber's satisfaction.
- d. Alleva reserves the right, in its sole discretion, to make changes, updates, or enhancements to, as well as to suspend or remove functionalities or features of, the Services.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

- a. **DISCLAIMER OF WARRANTIES. SUBSCRIBER'S USE OF THE SERVICES, INCLUDING THE CUSTOMER SUPPORT, THE APPLICATIONS, AND ANY RELATED CONTENT OR DATA, AND ALL COMPONENTS THEREOF, IS ENTIRELY AT SUBSCRIBER'S OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALLEVA AND THE ALLEVA RELATED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY, OR CONTENT IN OR LINKED TO THE SERVICES, OR WARRANTIES WITH RESPECT TO THE ABILITY TO USE THE SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE, APPLICATIONS, OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF. ALLEVA AND THE ALLEVA-RELATED PARTIES DO NOT WARRANT THAT THE SERVICES ARE FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT, OR DESTRUCTION. ALLEVA AND THE ALLEVA RELATED PARTIES MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM ACCESSING AND USING THE SERVICES, OR AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, OR CURRENCY OF THE SERVICES. ALLEVA AND THE ALLEVA RELATED PARTIES DO NOT GUARANTEE THE ADEQUACY, ACCURACY,**



TIMELINESS, OR COMPLETENESS OF THE SERVICES, INCLUDING THE CUSTOMER SUPPORT, THE APPLICATIONS, THE DATA, OR ANY COMPONENT THEREOF. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO SUBSCRIBER, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER. ALLEVA AND THE ALLEVA RELATED PARTIES DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

b. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER WILL ALLEVA OR THE ALLEVA RELATED PARTIES BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOST TIME, OR GOODWILL, (II) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, OR SPYWARE, OR (III) DAMAGES FOR ANY ERRORS, OMISSIONS, OR DELAYS IN ACCESS TO OR USE OF THE SERVICES OR FOR ANY DOWNTIME EXPERIENCED BY SUBSCRIBER OR ITS AUTHORIZED USERS, IN EACH CASE EVEN IF ALLEVA OR THE ALLEVA RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER THE DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. IN NO EVENT WILL THE MAXIMUM CUMULATIVE LIABILITY OF ALLEVA AND THE ALLEVA RELATED PARTIES IN CONNECTION WITH THE SERVICES OR OTHERWISE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES PAID BY SUBSCRIBER TO ALLEVA UNDER THIS AGREEMENT FOR THE SERVICES IN THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF ALLEVA AND THE ALLEVA RELATED PARTIES AND SUBSCRIBER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE AND ACCESS OF THE SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE FEES PAID BY SUBSCRIBER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER ALLEVA NOR SUBSCRIBER WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ALLEVA AND THE ALLEVA-RELATED PARTIES WILL NOT BE LIABLE FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES. ALLEVA WILL HAVE NO OBLIGATION ARISING OUT OF OR RELATING TO INCOMPLETE OR INACCURATE SUBSCRIBER DATA. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. TUTORIALS OR DEMONSTRATIONS PROVIDED TO SUBSCRIBER PRIOR TO THE EFFECTIVE DATE ARE FOR EXAMPLE OR DEMONSTRATION PURPOSES ONLY. THE PROVISIONS OF THIS SECTION 12(B) WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. NO EMPLOYEE, CONTRACTOR,



REPRESENTATIVE, OR AGENT OF ALLEVA IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THE WARRANTIES OF ALLEVA SET FORTH IN THIS AGREEMENT.

13. Indemnification; Indemnification Procedures.

a. Indemnification. On the terms and subject to the conditions set forth in this Section 13, Subscriber will indemnify, hold harmless, and defend Alleva and each of the Alleva Related Parties (each, an “Indemnified Party” and, collectively, the “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and court costs, that are incurred by an Indemnified Party or awarded against Indemnified Party (collectively, “Losses”), arising out of, connected with, or resulting in any way from any third-party claim: (i) alleging breach or non-fulfillment of any representation, warranty, covenant, or other agreement of Subscriber set forth in this Agreement; (ii) based on the access to or use of the Services by Subscriber, any of Subscriber’s Authorized Users, or any other person using Subscriber’s account or access information; (iii) alleging any negligent or more culpable act or omission of Subscriber or Subscriber’s Authorized Users (including any reckless or willful misconduct) in connection with the performance of obligations under this Agreement or the use of the Services; (iv) alleging any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Subscriber or Subscriber’s Authorized Users (including any reckless or willful misconduct); or (v) alleging any failure by Subscriber to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement or the use of the Services.

On the terms and subject to the conditions set forth in this Section 13, Alleva will indemnify, hold harmless, and defend Subscriber’s and Subscriber’s Affiliates’ stockholders, partners, members, officers, directors, managers, employees, subcontractors, and agents (the “Indemnified Party” and collectively the “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and court costs, that are incurred by an Indemnified Party or awarded against an Indemnified Party (collectively, “Losses”), arising out of, connected with, or resulting in any way from any third-party claim that any of the Services or Applications, or the use thereof by any indemnitee as contemplated by this Agreement, infringes upon, violates, or misappropriates any Intellectual Property Right of any third party. If any Services or any Application, or Subscriber’s use thereof, is found to infringe, violate, or misappropriate any Intellectual Property Right or other right of a third party, or if such a finding is reasonably likely, Alleva shall promptly either, at Alleva’s expense, (in addition to, and not in lieu of, its indemnification, defense, and hold-harmless obligations), (A) revise the affected Services or Application so that it is non-infringing, non-violative, and non-misappropriative of any third-party rights while continuing to maintain functionality that is at least as good, qualitatively and quantitatively, as the allegedly infringing, violative, or misappropriated version, or (B) obtain for the indemnitee the right to use such Services or Application free of any claim



of infringement, violation, or misappropriation; or (vi) alleging any failure by Alleva to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE TO THE CONTRARY SET FORTH ELSEWHERE IN THIS AGREEMENT, IN NO EVENT WILL THE MAXIMUM, CUMULATIVE, AGGREGATE LIABILITY OF THE SUBSCRIBER, ALLEVA OR THE ALLEVA RELATED PARTIES WITH RESPECT TO CLAIMS DESCRIBED IN OR BY SECTION 13, EXCEED THE FEES PAID BY SUBSCRIBER TO ALLEVA UNDER THIS AGREEMENT FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN FURTHER, FOR CLAIMS SUBJECT TO, OR AMOUNTS PAYABLE PURSUANT TO, OBLIGATIONS OF DEFENSE AND INDEMNIFICATION UNDER SECTION 13(b), IN NO EVENT WHATSOEVER WILL ALLEVA OR THE ALLEVA RELATED PARTIES BE LIABLE FOR ANY SPECIAL OR PUNITIVE DAMAGES.

b. Indemnification Procedures. If a claim covered by any indemnification, defense, or hold-harmless obligation hereunder arises, the indemnitee must give prompt notice to the indemnifying party of the claim (it being understood that any delay in giving notice will reduce the indemnifying party's indemnification obligations only to the extent of actual prejudice caused by the delay in giving notice) and give to the indemnifying party the right to control the defense and settlement of the claim with counsel reasonably acceptable to the indemnitee. The indemnifying party may not, without the written consent of the indemnitee (which consent the indemnitee may not unreasonably withhold, delay, or condition) enter into any settlement or stipulation that binds, or purports to bind, any indemnitee that involves anything other than the payment of money by the indemnifying party and the release of the indemnitee's liability. The indemnitee will give to the indemnifying party, at the indemnifying party's expense, such reasonable assistance as the indemnifying party requests in conducting the defense and settlement of such claim(s), but under no circumstances will any indemnitee be required to take any position or make any admission against the indemnitee's own interests or be prevented from answering truthfully any question or interrogatory if compelled by a rule of law to do so. Each indemnitee may, at its own expense, participate in the defense and settlement of any such claim with counsel of its own, and the indemnifying party will reasonably accommodate such participation.

14. Confidentiality.

a. Confidential Information. "Confidential Information" means all non-public or proprietary information treated as confidential by Alleva, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including (i) the existence of this Agreement and this Agreement and its terms, including all terms with respect to the fees, (ii) the Services, the Applications, all documentation provided by Alleva in connection therewith, and all screens and formats used in connection therewith, (iii) unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, and other confidential intellectual property of Alleva, (iv) designs, specifications,



documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, (v) any third-party confidential information included with, or incorporated in, any information provided by Alleva, and (vi) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by Subscriber or its Authorized Users that contain, reflect, or are derived from, in whole or in part, any of the foregoing (“Notes”). Except as required by applicable federal, state, or local law or regulation, Confidential Information does not include information that, at the time of disclosure: (i) is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement; (ii) is, or thereafter becomes, available to the Subscriber on a nonconfidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such information; or (iii) was known by or in the possession of Subscriber, as established by documentary evidence, prior to being disclosed by or on behalf of Alleva.

b. **Obligations.** Subscriber acknowledges and agrees that Subscriber or Subscriber’s Authorized Users may gain access to or become familiar with Confidential Information. Except as set forth in Section 14(c), Subscriber will, and will cause Subscriber’s Authorized Users to: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as the Subscriber would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to access and use the Services in accordance with this Agreement, or otherwise in any manner to Alleva’s detriment; (iii) safeguard and protect any and all access codes or passwords necessary to access and use the Services; (iv) respect the integrity of, and not circumvent nor attempt to circumvent, any firewalls or other security or access features or devices used in connection with protecting the Confidential Information, the Applications, or the Services; and (v) not, without the prior written consent of Alleva (which consent may be withheld by Alleva in Alleva’s sole and absolute discretion) publish, disclose, display, provide access to, or otherwise make available any Confidential Information to any person or entity, except Subscriber’s Authorized Users, employees, or agents who (A) need to know the Confidential Information to assist Subscriber, or act on its behalf, in exercising its rights or performing its obligations under this Agreement, (B) are informed by Subscriber of the confidential nature of the Confidential Information, and (C) are subject to confidentiality duties or obligations that are no less restrictive than the terms and conditions of this Agreement. Without limiting in any way the foregoing, without the prior written consent of Alleva (which consent may be withheld by Alleva in Alleva’s reasonable discretion), Subscriber may not disclose the fact that Subscriber has access to or uses the Services in any advertising or promotional materials. Subscriber will be responsible for any breach of this Section 14(b) caused by any of its Authorized Users or such employees or agents.

c. **Required Disclosure.** Subscriber may disclose the Confidential Information pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a “Legal Order”), provided



that Subscriber provides Alleva with: (i) prompt written notice of such requirement so that Alleva may seek a protective order or other remedy; and (ii) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.

d. **Return or Destruction of Confidential Information.** On the termination of this Agreement, or at any time during or after the termination of this Agreement at Alleva's written request, Subscriber must promptly return to Alleva all copies, whether in written, electronic, or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Alleva that such Confidential Information has been destroyed. In addition, Subscriber must also destroy all copies of any Notes and certify in writing to Alleva that such copies have been destroyed. Notwithstanding the foregoing, Subscriber may retain any copies of Confidential Information, regardless of whether such copies are in original form: (i) included in any materials that document a decision to terminate this Agreement with Alleva; (ii) as may be required to comply with Subscriber's internal record-keeping policies or any applicable federal, state, or local law, regulation, or regulatory authority to which it is subject; or (iii) that are maintained as archive copies on Subscriber's disaster recovery and/or information technology backup systems. Such copies will be destroyed upon the normal expiration of Subscriber's backup files. Subscriber and Subscriber's Authorized Users, employees, and agents will continue to be bound by the terms and conditions of Section 14(b) with respect to any such Confidential Information retained in accordance with this Section 14(d).

e. **No Derivative or Competitive Products.** Under no circumstances may Subscriber use or disclose the Confidential Information, the Services, or the Applications, or the information contained therein or results derived therefrom, to assist in the development of a product or service in any format similar to, or which could be competitive with, the Services or the Applications.

f. **Remedies.** Subscriber acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Section 14 by Subscriber or Subscriber's Authorized Users, employees, or agents. Therefore, in addition to all other remedies available at law (which Alleva does not waive by the exercise of any rights under this Agreement), Alleva will be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and Subscriber hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

g. **Threatened Breach; Assurances.** If Alleva, reasonably and in good faith, determines that there is a material risk that this Section 14 will be breached, then it may demand immediate assurances from Subscriber satisfactory to Alleva that this Section 14 will not be breached. If such immediate assurances cannot be provided, then Alleva may, but is not obligated to, take such steps as it deems necessary, including suspending access to or use of the Services or terminating this Agreement.



15. Subscriber Data.

a. Subscriber will use the system and provide Subscriber Data with its use. Subscriber is solely responsible for (i) providing the Subscriber Data, (ii) verifying the accuracy and completeness of the Subscriber Data for use in the Services, (iii) the creation of Subscriber's own data forms utilizing Alleva's base form templates, and (iv) all other materials uploaded, posted, or stored through Subscriber's use of the Services. Subscriber represents and warrants that Subscriber has and will have all necessary right, title, and interest in and to the Subscriber Data and to provide the Subscriber Data and that provision of the Subscriber Data is and will be in compliance with all applicable laws, rules, and regulations pertaining to the Subscriber Data. Subscriber is responsible for any lost or unrecoverable Subscriber Data. Subscriber must provide all required and appropriate warnings, information, and disclosures with respect to the Subscriber Data. Alleva is not responsible for the Subscriber Data submitted through the Services, but Alleva will be responsible for any damages, up to the maximum amount allowed by this Agreement, that arise from any misuse of the Subscriber Data if the damages are the result of actions taken by Alleva with respect to the Subscriber Data.

b. Subscriber will not use, and will cause Subscriber's Authorized Users not to use, and will not permit any other third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in, or transmit any of the following: (i) illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, or objectionable information or communications of any kind, including conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal, or foreign law; (ii) content that would impersonate someone else or falsely represent Subscriber's identity or qualifications, or that constitutes a breach of any individual's privacy; (iii) investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication, or engage in spamming or flooding; (iv) virus, trojan horse, worm, or other disruptive or harmful software or data; or (v) any information, software, or content that is not legally Subscriber's and without permission from the copyright owner or intellectual property rights owner.

16. Professional Responsibility. Subscriber acknowledges and agrees that the professional duty to a client in providing recovery services lies solely with the recovery professional providing the client-care services. As between Alleva and Subscriber, Subscriber assumes and takes full responsibility for the use of information and Subscriber Data through the Services in connection with the client-care services by Authorized Users. Clinical information, if any, provided to or obtained from the Services is intended only as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Alleva disclaims all liability for the use of all information provided by, and the results obtained from, the Services by professional personnel. Alleva and Alleva's Affiliates, and each of their stockholders, partners, members, beneficial owners, officers, directors, managers, employees, agents, and other representatives, are not liable for the actions of Subscriber or Subscriber's Authorized Users that may result in any liability due to malpractice or failure to warn. Alleva provides no medical or other professional advice in connection with this



Agreement, the Services, or the information contained therein or related thereto. Subscriber acknowledges and agrees that its professionals are responsible for independently reaching any professional judgment, and for any resulting care, notwithstanding any use of the Services or any information provided thereto or obtained therefrom.

17. **Compliance with Applicable Laws.** Alleva will provide the Services in material compliance with all federal, state, and local laws applicable to Alleva's provision of such Services. Subscriber acknowledges and agrees that the Services, and the underlying software, may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. Subscriber will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

18. **Insurance.** Subscriber and Alleva must maintain, at all times during the Term, at their sole cost and expense, insurance in types and amounts sufficient to (a) cover and implement Subscriber's obligations and contingent liabilities under this Agreement and (b) comply with applicable laws, rules, or regulations.

19. **Certain Representations and Warranties of the Parties.** Each party hereby represents and warrants to the other party as follows: (a) such party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of such party's organization; (b) such party has all requisite organizational power and authority to perform such party's obligations under this Agreement; (c) all action on the part of such party to authorize the approval, execution, and delivery of this Agreement has been taken; and (d) this Agreement, when executed and delivered by the other party, will constitute the valid and legally binding obligation of such party, enforceable against such party in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

20. **Miscellaneous.**

a. **Attorneys' Fees.** Except as otherwise provided in this Agreement, if any party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement or arising out of or relating to this Agreement), then the prevailing party in the suit, action, or proceeding will be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

b. **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.



c. **Waiver.** No waiver by any party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The waiver by any party of any breach will not be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

d. **Equitable Remedies.** Without limiting in any way any other provision of this Agreement, each party acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party will, in addition to any and all other rights and remedies that may be available to such party in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

e. **Non-Exclusivity.** This does not create an exclusive relationship between Alleva and Subscriber. Subscriber is entitled to use other persons to perform services similar to the Services. And Alleva may provide any other goods or services to any other person.

f. **Relationship of the Parties.** Nothing in this Agreement may be construed to create a joint venture or partnership between the parties or an employee-employer or principal-agent relationship between the parties. The relationship created by this Agreement is that of independent contractor. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party. Neither party may represent to any other person, or assert in any form or forum, anything to the contrary.

g. **Non-Solicitation.** Subscriber will not, during the Term and for a period of two years thereafter, except with Alleva's prior written consent, hire, engage, solicit, or offer employment or engagement, directly or indirectly, to any Alleva employee, except pursuant to a general solicitation that is not directed specifically to any such employee; provided, however, that this Section 20(g) does not prevent or restrict Subscriber from hiring any person who was terminated by Alleva 180 days from the date of termination.

h. **Successor and Assigns; Assignment.** Subscriber may not assign, transfer, or delegate any of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not Subscriber is the surviving organization, and including reverse-triangular mergers), operation of law, or otherwise,



without the prior written consent of Alleva. Any purported assignment or delegation in violation of this Section 20(h) will be null and void ab initio. IN ANY EVENT, NO SUCH ASSIGNMENT OR DELEGATION WILL RELIEVE SUBSCRIBER OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING PAYMENT OF ANY OUTSTANDING BALANCE THAT SUBSCRIBER OWES TO ALLEVA. For purposes of this Section 20(h), "change of control" means the sale or transfer, in a single transaction or series of related transactions, of more than 50% of the outstanding securities of Subscriber or of securities of Subscriber having more than 50% of the outstanding voting power of Subscriber. However, Alleva may assign, transfer, or delegate all of its rights and obligations under this Agreement at any time, voluntarily or involuntarily, without the approval or consent of Subscriber, to (i) an Affiliate of Alleva, (ii) another person or entity in connection with a sale of Alleva's assets, or (iii) a successor by merger or acquisition. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of the parties and their respective permitted successors and permitted assigns.

i. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement are and must be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

j. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or based upon or relating to this Agreement or the transactions contemplated by this Agreement must be instituted only in the federal courts of the United States of America or the state courts in Orange County, California, and each party irrevocably submits to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail to such party's address set forth on the signature page to the applicable Order or this Agreement (or such other address for a party provided in accordance with this Agreement) will be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

k. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR BASED UPON OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH



OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20(k).

l. Notices. Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement (each, a “Notice”) must be in writing and addressed to the receiving party at the addresses set forth in this Agreement or the applicable Order (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 20(l)). Each Notice will be deemed duly given either (i) two days after the date of mailing if sent by registered or certified mail, return receipt requested or (ii) one day after the date of mailing if sent by a national overnight courier service.

m. Force Majeure. No party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for Subscriber’s obligations to make payments to Alleva under this Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including: (i) acts of God; (ii) flood, fire, earthquake, explosion, or severe or adverse weather conditions; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (ix) communications line failure or shortage of adequate power or transportation facilities; or (x) any Downtime (each, a “Force Majeure Event”). The party suffering a Force Majeure Event must give notice to the other party stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

n. Headings. The headings in this Agreement are for convenience and reference only and will not affect the interpretation of this Agreement.

o. Entire Agreement. This Agreement, together with the Order any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous discussions, understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

p. Modification. Alleva may modify this Agreement at any time by posting a revised version on the Alleva website, which modifications will become effective as of the first day of the calendar month following the month in which they were first posted. Each



Order is subject to the most current version of this Agreement in effect pursuant to this section.

q. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, then (i) such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction and (ii) such term or provision will be excluded from this Agreement and the balance of this Agreement must be interpreted as if such term or provision were so excluded and will be enforceable in accordance with its terms. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

r. No Third-Party Beneficiaries. Except as set forth in Section 13, or as otherwise expressly provided in this Agreement, this Agreement is for the sole benefit of the parties and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

s. Last Update. This Agreement was last updated on March 21, 2024.