

Technology General Terms and Conditions

1. Definitions and interpretation

1.1. Definitions

Unless specified otherwise in the Agreement, capitalized terms shall have the following meaning:

Defined Term	Definition
Affiliate	<p>a person who, directly or indirectly, controls, is controlled by, is under common control with or is otherwise in the same group of entities as another person.</p> <p>For this definition, “control” means having the ability, to direct the person’s affairs and/or to control the composition of its management body.</p>
Agreement	<p>the agreement entered into between Gen II and a Client, which consists of an Order Form, these Technology General Terms and Conditions and any applicable Specific Terms.</p>
Anonymized Data	<p>any data, including Client Data and Confidential Information that has been processed to remove any personally identifiable information or Client identifiable information, such that the Anonymized Data cannot identify or otherwise be attributed to the Client or any third party and cannot be reverse engineered to identify or be attributed to the Client or any third party.</p>
Applicable Law	<p>each law (including statutory, customary and common law) and regulation to which the relevant Party is subject, any associated code of practice, rule or guidance having the effect of law or with which it is customary for any person having the same legal or regulatory status as the relevant Party, or conducting business substantially similar to that of the relevant Party, to comply, as amended or replaced from time to</p>

	time.
Business Day	a day when banks are open for business in New York.
Client	the non-Gen II Party to the Order Form, and/or any of the Entities listed in Schedule 1 of the Order Form, whether individually or collectively, as may be inferred from the context of the relevant Clause.
Client Data	information related to the Client and its Affiliates, including information related to the Entities, their respective investments, business and Investors, and including financial information, transactions and reports.
Confidential Information	<p>means information that is disclosed by the Disclosing Party or on its behalf by its Representatives, its Affiliates or its Affiliates' Representatives to the Recipient in relation to this Agreement (including the existence and terms of this Agreement).</p> <p>Confidential Information does not include information that is or was:</p> <ol style="list-style-type: none"> (1) generally available to the public without breach of this Agreement; (2) known by the Recipient or its Representatives at the time of disclosure; (3) independently developed by the Recipient; (4) lawfully received by the Recipient or its Representatives from a third party other than through a breach of confidence; or (5) expressly indicated by the Disclosing Party in writing as not confidential.
Disclosing Party	the Party to this Agreement that is disclosing Confidential Information to the Recipient.
Documentation	the materials expressly identified as documentation in the Order Form.
Entity	An investment fund or other Affiliate of the Client, as the case may be, listed in the Order Form.

Fees	the fees payable by the Client to Gen II under this Agreement, as set out in the Order Form.
Force Majeure Event	<p>any event or series of events, circumstance or occurrence, or any combination of such events or circumstances (or any of the consequences thereof) which are not the fault of the affected Party, and which:</p> <ol style="list-style-type: none"> (1) may be unforeseeable or not; (2) is beyond the control of the Party affected by such event, circumstance or occurrence; (3) (or any of the consequences of which) could not have been avoided by such Party; and (4) (or any consequence of which) results in or causes the failure of that Party to perform, or delays that Party in the performance of any of its obligations under this Agreement. <p>A Force Majeure Event includes, without limitation, a natural disaster, war, acts of terror or aggression, health crisis, actions or decrees of governmental bodies or communication line failure; it does not include any strike, lockout or other labor or employee issue or staffing problem.</p>
Gen II	Gen II Tech, LLC.
Initial Term	the initial duration of this Agreement, as specified in the Order Form.
Internal Business Operations	the operational management of an Entity.
Investor	an investor, client or customer of any Entity, which invests in any Entity.
Order Form	the order form entered into by the Client and Gen II, containing among others (i) the Service to be licensed by Gen II to the Client and (ii) the Fees to be paid by the Client to Gen II.
Party	the Client (and/or any or all of the Entities, as the case may be) or Gen II and, together, the Parties .
Recipient	the Party to this Agreement that is receiving Confidential Information from the Disclosing

	Party.
Renewal Term	the period of time during which this Agreement renews after the Initial Term (and after each Renewal Term).
Representatives	a person's and its Affiliates' respective employees, shareholders, members, partners, officers, directors, managers, general partners, contractors, sub-contractors, sub-processors, trustees, trustees, fiduciaries, advisors, attorneys, auditors and accountants.
Service	the relevant application and all related software, tools, interfaces, apps or other technology (including Documentation therefor) licensed by Gen II to the Client under this Agreement.
System	any computer, electronic platform or software used by a Party.
Term	the Initial Term and the Renewal Term, or any of them (as the case may be).
User	any named individual who is an employee or member of the Client and who is authorized to use the Service, for whom the Client has paid fees and who has been supplied user credentials including passwords by the Client (or by Gen II at the Client's request).

1.2. Interpretation

A reference in this Agreement to:

- (1) a statute, statutory provision, rule, regulation, regulatory circular, decree, guidance note or any subordinate legislation includes each consolidation, modification, replacement or re-enactment unless that takes place after the date of this Agreement and would extend or increase the liability of a Party to another under this Agreement;
- (2) a document includes any change or replacement of that document;
- (3) a Clause is, unless the context requires otherwise, a reference to a clause of this Agreement;
- (4) a Schedule is, unless the context requires otherwise, a reference to a schedule of the Order Form;
- (5) each heading does not affect the interpretation of this Agreement;
- (6) a person includes an individual, corporation, body corporate, association or partnership; and the person's Representatives, successors and permitted assignees; and
- (7) the words "including" and "include" mean "including without limitation" and "include without limitation", respectively.

Subject to and conditioned upon the Client's payment of the Fees and compliance with this Agreement, Gen II hereby grants to the Client, and the Client hereby accepts from Gen II, for the Term, a limited, non-exclusive, non-transferable right to the Client to permit Users to access and use the Service solely for the Client's Internal Business Operations, subject to the terms of this Agreement.

Gen II will provide the Service within a hosted server environment or other interface determined by Gen II. The Client acknowledges that its right to use and access the Service will be web-based, and no software will be installed on any Client System.

3. Service maintenance, support and modification

3.1. Maintenance of the Service

Gen II and its third-party providers may periodically perform maintenance, including infrastructure and application modifications and upgrades, during which there may be temporary Service unavailability, and to the extent possible, Gen II shall use commercially reasonable efforts to notify the Client in advance to schedule such unavailability outside of normal business hours.

3.2. Support Service

Gen II will make available Service support from which the Client may seek reasonable general assistance concerning the Service and to which the Client may report operational issues with the Service. Gen II will endeavor to review and respond to support requests within a reasonable amount of time based on the nature of the request.

A description of the service levels and support framework for each Service is included in the Order Form.

3.3. Modification of the Service

Gen II and its third-party providers reserve the right at any time and from time to time to modify, temporarily or permanently, the Service, provided such modification does not materially diminish the functionality of the Service.

4. Terms of use

4.1. Systems security

The Client and Gen II will be responsible for the protection of their own respective Systems.

A Party who has access (directly or remotely) to the Systems of another Party will not:

- (1) allow any unauthorized person to gain access to, or receive any screenshot of, the Systems;
- (2) attempt to circumvent any security setting or precautions on the Systems;

- (3) intentionally introduce any malicious code onto the Systems;
- (4) carry out a denial-of-service attack against the Systems; or
- (5) copy, alter or delete any information or data on or accessible from the Systems, except for the purposes of performing under this Agreement.

4.2. User credentials

Each set of User credentials is for one named User only and cannot be shared or used by more than one User. However, on written notice to Gen II by the Client, they may be transferred to new Users from Users who (a) have terminated an employment or contracting relationship with the Client, or (b) otherwise no longer require ongoing access to or use of the Service.

The Client will:

- (1) provide a list of Users to Gen II, in a number not exceeding the number indicated on the Order Form.
- (2) appoint Users to access or use the Service for the Client's internal business operations.
- (3) maintain the confidentiality and security of passwords, and Gen II has no liability with regard to the use of such passwords by third parties.
- (4) not provide User credentials to anyone who is not an employee or member of the Client.
- (5) be responsible for managing the appointment and revocation of Users, including the assignment and revocation of Users' credentials to access or use the Service.
- (6) promptly notify Gen II of the cessation of any User's employment with the Client (or of any other event which causes a User to no longer meet the definition of User under this Agreement). In the absence of such notification, the Client will remain liable for the User's access.
- (7) promptly notify Gen II if the Client has any reason to believe that the security of the Client's account or any Client Data has been compromised.

The Client may change any User credentials, including passwords for accounts, which Gen II has created as part of the initial registration process.

Gen II has the right to audit the Client to ensure compliance with this Clause 4.2.

4.3. User compliance

The Client will:

- (1) not use or access the Service for any purpose beyond the scope of use or access permitted by this Agreement.
- (2) ensure its Users comply with the relevant provisions of this Agreement and will be responsible for any breach by its Users.
- (3) cooperate with Gen II, and give all reasonable assistance requested by Gen II, to assist Gen II to prevent and identify any use of or access to the Service by Users or otherwise that is in breach of this Agreement.

Nothing in this Agreement will be construed as an implied grant to the Client of any right to, and the Client will not, and will not permit any third party to:

- (1) reproduce, or create any derivative works of the Service or Documentation;
- (2) distribute, disclose or allow access to or use of the Service or Documentation, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party other than the Client and its Users for internal purposes;
- (3) rent, lease, lend, sell, license, sublicense, assign, publish, transfer, or otherwise make available the Service or Documentation;
- (4) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service or Documentation;
- (5) modify or alter the Service or Documentation;
- (6) remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to the Service;
- (7) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise breaches any intellectual property right or other right of any person, or that breaches any Applicable Law;
- (8) use the Service in connection with any product or service (including other services provided by Gen II or any of its Affiliates) in any manner that directly benefits any other person than the Client, Gen II or its Affiliates;
- (9) use the Service in a manner which is competitive with or which would create a functional substitute for the Service or use the Service for any illegal or unlawful purpose;
- (10) show or demonstrate the Service to any third party unless the third party is an existing or prospective Investor and is not an actual or a potential competitor of Gen II or its Affiliates and is seeing the Service in connection with the Client's internal business operations;
- (11) refer to the Service or any trademark or copyright notice used in relation thereto, in a way which does imply that Gen II or its relevant third-party provider is responsible for the accuracy or quality of the Service or any other information or data that Gen II provides to the Client;
- (12) attempt to hack, interfere with or disable the Service; or
- (13) use any robot, spider, site search/retrieval application or other automated device, process or means to access, retrieve, scrape or index any portion of the Service.

Gen II will be free to use (or not use) the Client's feedback as Gen II may see fit, in its entire discretion, without having to compensate or credit the Client.

4.5. No onwards representations

The Client will not make any representation to any third party, including actual or potential Investors, relating to the Service or its functionality or features.

As part of its commitment to continuously improve its Service, Gen II welcomes (and may request) feedback from the Client. Such feedback may take the form of responses to a survey, or suggestions or ideas volunteered by the Client.

Feedback provided by the Client does not constitute Confidential Information of the Client and will become the sole property of Gen II.

5. Remuneration and billing

5.1. How is Gen II remunerated for the Service?

Gen II is entitled to the Fees for the provision of the Service.

The Client shall be responsible for any bank charges and fees that are in any way related to the payment of invoices.

Any payments made by the Client shall be non-refundable and non-creditable against any other fees.

5.2. What is Gen II's billing cycle?

Amounts payable to Gen II pursuant to this Agreement will be paid in the currency and at the times set forth in the Order Form, or at such other times as shall be agreed in writing from time to time between the Client and Gen II.

5.3. What are Gen II's invoice payment terms?

All Gen II invoices are payable within 30 days of receipt by the Client.

5.4. What if the Client believes that an invoice is not correct?

If the Client believes that Gen II has billed the Client incorrectly, the Client will notify Gen II in writing within 30 days after the date of dispatch of the invoice by Gen II.

The Parties will cooperate to resolve any billing concern raised by the Client within 30 days after the Client has notified Gen II.

5.5. What happens if an invoice is not paid on time?

Gen II reserves the right to charge interest at a rate of 1.5% per month in respect of any invoiced amount that remains unpaid and specifically uncontested for 30 days or more from the date of such invoices.

5.6. Is there any periodic adjustment to the Fees?

All Fees in the Order Form will be adjusted annually on the first day of each calendar year by the greater of 3% and the increase in the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, All

items, as published by the Bureau of Labor Statistics of the United States Department of Labor (with such index being adjusted to reflect properly all changes in the base year for such Index, using such conversion factors as may be available from the United States Government) during the immediately preceding twelve (12) month period.

5.7. What about taxes?

The Client will be solely responsible for the payment, deduction and remittance of any sale, use, excise, levy, fee, value-added or similar tax or interest of whatever nature or kind incumbent upon it, applicable to the performance of the Services and required by Applicable Law to be paid by the Client, unless the Client provides Gen II with a certificate acceptable to the relevant tax authority exempting the Client.

6. Representations and warranties

6.1. Mutual representation

Each Party represents to the other that it is a valid legal entity in good standing and that it has all requisite legal powers and authority to execute, deliver and perform its obligations under this Agreement.

6.2. Limited warranty

Gen II hereby warrants that the Service provided hereunder shall be provided in accordance with general industry standards and in a good and workman like manner.

6.3. Warranty disclaimer

GEN II DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICE AND DOCUMENTATION, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE CLIENT ACKNOWLEDGES AND AGREES THAT NEITHER GEN II NOR THE SERVICE, DOCUMENTATION, DATA, OR MATERIALS PROVIDED BY GEN II WILL BE CONSTRUED AS PROVIDING ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO THE CLIENT, CUSTOMERS, END USERS, OR ANY THIRD PARTY. EACH PARTY WILL BE SOLELY AND INDIVIDUALLY RESPONSIBLE TO COMPLY WITH APPLICABLE LAW RELATING TO ITS RESPECTIVE BUSINESS OPERATIONS. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND GEN II DOES NOT WARRANT THAT THE CLIENT'S ACCESS TO THE SERVICE WILL BE UNINTERRUPTED, THAT THE OPERATION OF THE SERVICE WILL BE ERROR-FREE, OR THAT THE SERVICE WILL SUFFICIENTLY MEET THE CLIENT'S REQUIREMENTS.

7.1. Limitation of liability

Gen II shall not, in the absence of fraud, gross negligence or willful misconduct on the part of Gen II or its agents, subcontractors, delegates, or third party service providers, be liable to the Client for any act or omission in the course of, or in connection with, the Service or for any loss or damage which the Client may sustain or suffer as the result of or in connection with the discharge by Gen II or its agents, subcontractors, delegates or third party service providers, of their duties, obligations or the Service.

Should the preceding sentence not apply:

- (1) the maximum aggregate liability of Gen II arising out of or related to this Agreement under any legal or equitable theory, including tort, contract, strict liability, or otherwise will not exceed the total amounts paid to Gen II under this Agreement in the six (6) month period preceding the event giving rise to the claim; provided, however, that such maximum will not apply to the extent such liability is attributable to Gen II's fraud, gross negligence or willful misconduct;
- (2) Gen II and its Affiliates will not, under any circumstances and under no legal or equitable theory, whether in tort, contract, strict liability or otherwise, be liable for any lost profit or special, indirect, punitive, incidental or consequential damage arising under this Agreement, whether or not foreseeable, and/or the use of or inability to use the Service including damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy or inaccuracy of data provided or generated, unauthorized third-party use or access to Client Data or the Service, or computer failure or malfunction, even if Gen II or an Affiliate has been advised of or should have known of the possibility of such damages.;
- (3) Gen II will not be liable for any claim or damage attributable to any act or omission of the Client or any third party before the date of this Agreement;
- (4) if Gen II is found liable to the Client under or in connection with this Agreement for damages to which any other person or entity have also contributed, Gen II's liability to the Client will be several, and not joint, with such others, and will be limited to Gen II's fair share of the total damages, based on Gen II's contribution to the loss and damage relative to the others' contributions as determined by a final last resort decision of a court of competent jurisdiction. The assessment of Gen II's proportionate liability will not be affected by: any exclusion or limitation on the liability of other responsible persons imposed or agreed at any time; the death, dissolution or insolvency of any such other responsible person or their ceasing to be liable for the damage or any portion thereof; or settlement of or difficulty enforcing any claim;
- (5) Gen II will not be liable for any action or omission under this Agreement caused by the negligence or inaction of a third party or as a result of a failure to receive any document or information from the Client; and
- (6) nothing in this Agreement will affect the duty of a Party to mitigate its loss.

Unless the Client makes any liability claim otherwise allowable under this Agreement within 6 months from the moment when it is entitled to claim, it will be considered to have irrevocably waived its rights in relation to the relevant liability.

8. Indemnity

8.1. Indemnity of the Client by Gen II

Gen II agrees to indemnify the Client against losses or damages awarded against the Client by a final last resort decision of a court of competent jurisdiction in connection with a third-party claim alleging that the Client's use of the Service infringes or misappropriates any intellectual property right or trade secret of such third party, provided that the Client:

- (1) provides prompt written notice of such claim to Gen II;
- (2) grants Gen II the sole right to defend and control the defense of such claim;
- (3) provides to Gen II all reasonable assistance; and
- (4) ensures that there is no settlement of the claim without the prior written consent of Gen II.

In the event of an actual or threatened claim under this Clause 8.1 by a third party, Gen II may, at its sole option, (i) make the required adaptations to the Service to eliminate any risk of infringement, (ii) obtain the right for the Client to continue using the Service, or (iii) terminate this Agreement with ten (10) days' notice.

This Clause 8.1 will not apply to the extent the alleged infringement arises from (i) use of the Service in combination with data, software, hardware, equipment, or technology not provided by Gen II or authorized by Gen II in writing, (ii) modifications to the Service not made by Gen II, or (iii) Client Data.

The maximum indemnity (exclusive of costs incurred by Gen II to defend the third-party claim) will not exceed the total amounts paid by the Client to Gen II under this Agreement in the six (6) month period preceding the third-party claim.

THIS CLAUSE 8.1 REPRESENTS THE SOLE AND EXCLUSIVE LIABILITY OF GEN II AND THE EXCLUSIVE REMEDY OF THE CLIENT WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY RIGHTS.

8.2. Indemnity of Gen II by the Client

The Client will defend, indemnify and hold Gen II harmless against any loss or damage incurred in connection with a third party (including without limitation Investors) claim relating to or arising from (i) the Client's or a User's use of the Service, (ii) any allegation that Client Data, or the collection or use thereof by Gen II or the Client, infringes or misappropriates any third party right, (iii) modifications of the Service not made by Gen II, or (iv) an allegation, which if true, would constitute a breach of this Agreement by the Client; provided, that Gen II:

- (1) provides prompt written notice of such claim to the Client;
- (2) grants the Client the sole right to defend and control the defense of such claim;

- (3) provides to the Client all reasonable assistance; and
- (4) ensures that there is no settlement of the claim without the prior written consent of the Client.

9. Suspension

9.1. Suspension of Service

Gen II may temporarily suspend the Client's and/or any User's access to part or all of the Service if:

- (1) Gen II reasonably believes that the Client or any User has failed to comply with any material term of this Agreement, or accessed or used the Service beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement provided by Gen II in writing;
- (2) Gen II reasonably determines that there is a threat to the Service or that the Client's or a User's use disrupts or poses a security risk to the Service;
- (3) the Client is using excessive computing resources, which impact the performance of the Service for other subscribers;
- (4) the Client, or any User, is using the Service for fraudulent or illegal activities; or
- (5) Gen II's provision of the Service to the Client or any User is prohibited by applicable law.

Gen II will use commercially reasonable efforts to provide written notice of any such suspension to the Client and to resume providing access to the Service as soon as reasonably possible after the event giving rise to the suspension is cured.

Gen II will not be liable to the Client or any third party for any suspension of the Service under such circumstances.

9.2. Suspension for delinquent account

Gen II reserves the right to suspend the Client's access and/or use of the Service if any payment is due under this Agreement but remains unpaid after ten (10) day's written notice of such delinquency.

Gen II will not be liable to the Client, or to any third party, for any suspension of the Service resulting from the Client's non-payment of the fees as described in this Clause 9.2.

10. Confidentiality

10.1. General rules

10.1.1. What are the Parties' obligations in relation to Confidential Information?

For any Confidential Information received from the Disclosing Party, the Recipient will:

- (1) keep it in confidence, taking at least the same degree of care to avoid disclosure or unauthorized use of Confidential Information as the Recipient takes to protect its own confidential information (provided that such measures are consistent with at least a reasonable degree of care).
- (2) only use it as contemplated by this Agreement;
- (3) not disclose it to any third party other than a Representative of the Recipient if they need to know it, and only use it, in connection with this Agreement; and
- (4) ensure that its Representatives to whom such Confidential Information is disclosed have agreed to keep it confidential and restrict its use to the same extent that the Recipient has in this Agreement.

The Recipient is liable for any act or omission by a Representative that would constitute a breach of this Agreement if it were a party to it.

10.1.2. Permitted disclosure

Gen II is authorized to disclose Confidential Information of the Client to Gen II's Representatives, Gen II's Affiliates and its and its Affiliates' Representatives who need to know and only use the Confidential Information in relation with a Service or this Agreement or for the purpose of the services provided by Gen II's Affiliates to the Client.

10.1.3. Mandatory disclosure

The Recipient may share the Confidential Information if, and only to the extent, required by Applicable Law or legal process but must promptly notify the Disclosing Party of the requirement if permitted by Applicable Law.

The Disclosing Party may seek a protective order or other appropriate remedy at its own expense to resist or narrow the scope of requested disclosure.

In the event that such protective order or other remedy is not obtained, or the Disclosing Party has waived compliance with the provisions of this Agreement, then only that portion of the Confidential Information which is legally required (after consultation with competent counsel) will be furnished, and each Party will exercise reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information

10.1.4. Injunctive relief

The Disclosing Party may seek injunctive relief for actual or threatened breach of this Clause 9 or specific performance to enforce its rights under this Agreement, without any need to prove damages or post a bond.

10.1.5. Specific liability disclaimer

Notwithstanding anything in this Agreement or otherwise to the contrary, the Recipient and its Representatives will not be liable for an unauthorized party gaining access to the Disclosing Party's Confidential Information maintained on a Recipient's or a Representative's System or in its records, so long as commercially reasonable technical and organizational measures were implemented to maintain the security of such System and records.

Gen II represents that it has, and to the best of its knowledge each of its sub-processors and third-party service providers have, implemented commercially reasonable technical and organizational measures, including encryption and firewalls, to secure the Client's Confidential Information from unauthorized access.

However, the Client acknowledges that the Internet is an open system and that Gen II cannot and does not warrant or guarantee that a third-party cannot or will not defeat those measures and thereby intercept, modify or gain access to the Client's Confidential Information.

Gen II will not be liable for loss or damage resulting from any Force Majeure Event, theft, fire, explosion or other similar occurrence unless such loss or damage arises by reason of Gen II's fraud, gross negligence or willful misconduct.

10.1.6. Unsecured communication

Communications pursuant to this Agreement will be made by potentially unsecured methods, including by email.

Each unsecured means of communication carries inherent risk of unauthorized access, inadvertent misdirection and non-delivery of Confidential Information.

The Client expressly accepts such risks when communicating with Gen II via such unsecured means.

10.2. Anonymized Data

Gen II may:

- (1) aggregate Client Data (but not any data pertaining to the Client's Investors) with other data collected by Gen II and its Affiliates, to create Anonymized Data;
- (2) distribute to third parties such Anonymized Data; and
- (3) retain and continue to use such Anonymized Data after the termination of this Agreement.

11. Property Rights

11.1. Gen II ownership and license

11.1.1. What does Gen II retain ownership over?

Gen II retains all right, title, and interest in and to the Service and Documentation and all other work product, information, data, materials, works, content, devices, methods, processes, hardware, software, technologies, inventions, deliverables, requirements, plans, and reports provided or used by Gen II in connection with the Service, including all registered and unregistered rights in any of the foregoing granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws.

11.1.2. Gen II's intellectual property rights

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any intellectual property rights in or relating to, the Service, whether expressly, by implication, estoppel, or otherwise.

If Gen II makes available to the Client any intellectual property right owned by Gen II or one of its Affiliates, those rights will remain the sole property of, and vest in, Gen II or its relevant Affiliate.

11.2. Client Ownership and License

11.2.1. What does the Client retain ownership over?

The Client retains all ownership and intellectual property rights in and to the Client Data.

11.2.2. Limited license granted to Gen II

The Client grants to Gen II and its Affiliates the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use Client Data to the extent necessary to provide the Service to the Client and to the extent used in creating Anonymized Data pursuant to the terms hereof.

12. Use of name and corporate logo; endorsements

The Client, Gen II, and their respective Representatives will not (i) represent, directly or indirectly, that any product or service it provides has been approved or endorsed by the other Party or any of its known Affiliates or (ii) refer to this Agreement in any press release without the other Party's prior written consent.

Gen II and its relevant Affiliates may name or use the corporate logo of the Client in external materials stating part or all of the roster of Gen II clients.

The Client may name or use the corporate logo of Gen II or its relevant Affiliates:

- (1) in external materials, including in any governmental or regulatory filing (including prospectuses, notices, circulars etc.) other than publicity materials, stating the Client's service providers; and
- (2) in routine communications that are not being made for the purpose of Investor solicitation, or that are made in response to a question from a third party.

For any other document in which the name or any direct reference to Gen II will appear, the Client will request Gen II's prior written consent.

13.1. What happens if there is a Force Majeure Event?

If a Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, it will:

- (1) promptly notify the other Party (which will immediately suspend the Parties' obligations under this Agreement other than the payment of any outstanding Fee or other amount due);
- (2) do everything reasonably practicable to resume performance; and
- (3) use all reasonable efforts to minimize the effects of the Force Majeure Event.

If non-performance lasts more than 30 calendar days from receipt of the Force Majeure Event notice, the Party who receives the notice may terminate this Agreement with immediate effect by notice to the other Party, subject to payment of any outstanding Fee or other amount due.

13.2. No breach of the Agreement

A failure to perform due to a Force Majeure Event will not constitute a breach of this Agreement.

14. Duration and termination

14.1. Principle

All User subscriptions will begin and continue on the date stated in the Initial Term section of the Order Form and will automatically renew for additional Renewal Terms as specified in the Order Form.

A Party may notify the other Party of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of any Term.

Any User subscriptions added during a Term will continue for the remaining duration of such Term. Pricing for such additional User subscriptions will be as set forth in the Order Form, prorated for the remainder of the then-current Term.

14.2. Cases where immediate termination is permitted

Notwithstanding anything to the contrary in this Agreement, without prejudice to its other rights or remedies and to the extent legally possible, a Party may terminate this Agreement upon written notice to the other Party with immediate or subsequent effect, without penalty, if that other Party:

- (1) commits fraud, is grossly negligent, engages in willful misconduct or breaches any material term of this Agreement (including failure by the Client to pay an undisputed invoice), and has not cured such breach (if curable) within 30 days after service of a notice by the party requiring such breach to be cured; or
- (2) becomes subject to bankruptcy (whether voluntary or involuntary), insolvency, winding up, dissolution, liquidation any equivalent procedure in any jurisdiction, except for voluntary action

for the purpose of a merger or similar transaction on terms that are notified in advance in writing to the relevant party.

14.3. Acceleration of payment obligations

Notwithstanding anything to the contrary in this Agreement, if this Agreement is terminated, other than by the Client for one of the permitted termination cases described in Clause 14.2 **Error! Reference source not found.**, Gen II will be entitled to any Fee or other amount due to Gen II up to the effective date of termination (without prejudice to any other amount that Gen II may be entitled to claim).

14.4. Consequences of termination

Upon termination of this Agreement:

- (1) the Client will delete, destroy, or return all materials related to the Service to Gen II (and certify in writing to Gen II that the Service has been deleted or destroyed); and
- (2) Gen II may immediately terminate the Client's access and use of the Service, provided that Gen II:
 - (A) may retain Client Data (i) consistent with Gen II's disaster recovery or business continuity practices (**DR/BC Practices**) and as otherwise required by Applicable Law or internal policy, or (ii) as digital back-up or archival copies of documents or information containing Client Data;
 - (B) will only access such retained Client Data in accordance with its DR/BC Practices or as required by Applicable Law.

The Parties may mutually agree on a scope of transition assistance services to support the Client's retrieval of Client Data, with such to be described on the Order Form.

Neither Gen II nor its Affiliates shall be liable to the Client or to any third party for any termination of the Client's access to or use of the Service or deletion of Client Data.

The Client may retain and continue to use copies of all reports generated by the Service during the Term.

No expiration or termination will affect the Client's obligation to pay all Fees that may have become due before such expiration or termination.

15. Transfer of rights or obligations

15.1. Principle

Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party.

15.2. Exception

Notwithstanding the foregoing, no such consent shall be required if the assignment is to an Affiliate or is in connection with a merger, an acquisition of a majority of a Party's outstanding capital stock, or a

purchase of all or substantially all of a Party's assets relating to the business to which the Agreement relates.

Specific restrictions may apply to such permitted cases of transfers, as set forth on the Order Form.

16. Non-solicitation

16.1. Principle

For the Term of this Agreement and for 12 months after its expiration or termination, a Party will not, directly or indirectly (for itself or on behalf of any other person), solicit, cause, induce or attempt to solicit, cause or induce any person who, during the previous 12 months, was employed by, or had a consultancy or similar agreement with, the other Party or its Affiliates.

16.2. Exception

The above non-solicitation obligation will not apply where a person is employed following a general advertising or hiring campaign, which is targeted to the public in general and not specifically to any person.

16.3. Compensation

If the non-solicitation obligation above is breached, the breaching Party will pay to the other Party an amount equivalent to the total compensation that was paid by the non-breaching Party to the person engaged by it during the 12 months before the breach.

17. No partnership, joint venture or agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the Parties, or authorize either Party to act as an agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise bind the other Party in any way.

No Party or any employee of a Party will be deemed to be an employee of another Party.

18. Non-exclusivity

The Client acknowledges and agrees that the Service provided by Gen II to the Client pursuant to this Agreement is non-exclusive.

Gen II may freely conclude any agreements for the provision of similar services with any other person even if the person is a competitor of, or engaged in any conflict with, the Client.

Any notice, consent, instruction, request or other instrument or communication required or permitted to be given under this Agreement will be in writing.

Any such communication will be deemed to have been duly given:

- (1) on the date of delivery, if delivered in person, by email or fax;
- (2) One (1) Business Day after being sent for overnight delivery by Federal Express or other recognized international courier who obtains a signature acknowledging receipt; or
- (3) Five (5) calendar days after mailing, if mailed by registered mail, postage prepaid, return receipt requested, to the Party entitled to receive it, provided the return receipt has been received.

Each Party will notify the other of any changes to their notice details stated in the Order Form, by providing notice at least five (5) Business Days in advance of the effectiveness of this change for the purposes of this Agreement.

20. Entire agreement

This Agreement constitutes the entire agreement between the Parties with respect to the matters referred to in this Agreement, and supersedes and replaces in their entirety any and all previous written or oral agreements between the Parties with respect to the matters referred to in this Agreement.

21. Amendment

The Order Form may only be amended in writing with the agreement of the Parties.

These Technology General Terms and Conditions and any service level agreement appended to an Order Form as a Schedule may be amended by Gen II from time to time. No such amendment will have a materially adverse effect on the Client, unless required by a change in Applicable Law.

22. Survival

Notwithstanding anything in this Agreement to the contrary, the Clauses covering the following subjects shall survive the termination of this Agreement:

- (1) the obligation of any Party to make any payment to another Party (Clause 5);
- (2) Gen II's warranty disclaimer (Clause 6.3);
- (3) Gen II's liability (and limitations thereof) to the Client (Clause 7);
- (4) the Parties' respective indemnity obligations (Clause 8);
- (5) the confidentiality obligations of both Parties (Clause 10);
- (6) the Parties' respective property rights (Clause 11);

- (7) the Clause on consequences of termination (Clause 14.4);
- (8) the Parties' non-solicitation obligations (Clause 16);
- (9) this survival clause (Clause 22); and
- (10) the governing law and jurisdiction applicable to the Agreement (Clauses 24 and 25).

23. Miscellaneous

23.1. Severability

If any Clause of this Agreement is declared void, illegal or inapplicable by a court of competent jurisdiction:

- (1) the invalidity, illegality or inapplicability will not affect the validity of the other Clauses; and
- (2) each Party will, as soon as reasonably practicable, negotiate in good faith to replace the Clause with one that is not void, illegal or inapplicable.

23.2. Non disparagement

No Party will act or fail to act in such a way that would or might bring into disrepute the business or reputation of another Party.

23.3. Each Party to bear its own costs

Each Party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

23.4. No waiver

The tolerance by a Party regarding any delay, breach or failure in the performance of the obligations of another Party will not be construed as a waiver of any of its rights, which will remain fully available to it.

23.5. Cumulative rights

The rights, powers and remedies of each Party under this Agreement are cumulative and not exclusive of any rights, powers or remedies of that Party under Applicable Law. Each Party may exercise each of its rights, powers and remedies as often as it will think necessary.

23.6. No third-party beneficiaries

The provisions of this Agreement are for the benefit of the Parties and not for any other Person.

If, during the Term, an Entity that qualified as an Affiliate of the Client is subject to a transition such that such Entity is no longer an Affiliate, such Entity shall no longer have any rights under this Agreement as of the effective date of such transition.

The Client shall procure and be responsible for its Affiliates' compliance with the terms and conditions of this Agreement, and the Client and each Affiliate that exercises any rights or grants hereunder shall be jointly and severally liable for any noncompliance by with the terms and conditions of this Agreement. Annually, upon Gen II's request, the Client will provide an updated list of Affiliates under this Agreement.

24. Governing Law

This Agreement and any dispute arising out of or in connection with it (whether for breach of contract, tort or other causes of action) will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions.

25. Jurisdiction

Each Party irrevocably:

- (1) agrees that the state and federal courts located in New York County are to have exclusive jurisdiction to settle all disputes between them whether or not arising out of this Agreement (including tort claims or other causes of action) and that accordingly, any proceedings arising out of or in connection with this Agreement will be brought in such courts;
- (2) submits to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum; and
- (3) WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

26. Electronic signatures

This Agreement, and any other agreement or instrument entered into in connection with this Agreement and any related amendments, may be signed by electronic signature and delivered by email.

Electronic signature and delivery by email will have the same binding legal effect as, respectively, an original signed version and delivery in person.

No Party will raise the use of electronic signatures or the fact that any signature, agreement or instrument was transmitted or communicated by means of email as a defense to the formation or enforceability of this Agreement and any related agreement or instrument, and each Party waives any such defense.