QUICKTRIALS TERMS OF USE AGREEMENT

Last Update: 22nd March, 2025

This agreement (the "Agreement") governs your organization's use of the QuickTrials software (www.quicktrials.com) provided by RESONANZ Group GmbH ("RG").

If you register for a free trial for our services, this Agreement will also govern that free trial. By accepting this Agreement, either by clicking a box indicating your acceptance or by executing an order form that references this Agreement, you agree to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to you and/or such entity and its affiliates.

Customer may not access the services if Customer is direct competitor of RG, except with RG's prior written consent. In addition, Customer may not access the services for purposes of monitoring their availability, performance, or functionality.

Customer's use of the services constitutes Customer's agreement to these terms. It is effective between Customer and RG as of the date Customer signs an order or first uses the Services, whichever is earlier.

1.   SCOPE OF AGREEMENT

This Agreement sets forth the terms under which RG will provide the Service to Customer. Capitalized terms in this Agreement are defined in Appendix 1. The Agreement incorporates the following components:

(a) the definitions controlling the Agreement (Appendix 1)
(b) the RG Data Protection Agreement (Appendix 2)
(c) the applicable transaction document such as an Order or Statement of Work ("SOW").

2.   SUBSCRIPTIONS TO THE SERVICE

2.1   Subscriptions. Customer may upgrade its Subscriptions during a Subscription Term at the current rates offered by RG. Subscriptions for added measurements, products, or services will be co-terminated with existing subscriptions and fees for additions to Subscriptions pro-rated.

2.2   Usage Limits. Measurements included in the Service are limited to the number provided in the applicable Subscription level or Enterprise Offer Agreement. Each Subscription refers to an individual Customer. If Customer exceeds the measurements included in its Subscription, RG may limit Customer's access to additional measurements beyond the applicable Subscription threshold.

2.3   Beta Services. RG may invite Customer to try Services that are not generally available to customers ("Beta Services") at no charge. Customer is under no obligation to use Beta Services. Beta Services will be clearly designated. Beta Services are: a) for evaluation purposes only and not for production use, b) are not considered a "Service" under the Agreement. RG may discontinue Beta Services at any time. Beta Services are provided "as-is" without warranty, and notwithstanding Section 10, RG will have no liability for any claim arising from Customer's, its Affiliates', or Users' use of Beta Services.

2.4   Connected Applications. The Service may contain features designed to interoperate with Connected Applications. To use such features, Customer or its Users may be required to obtain access to such Connected Applications from their providers, and grant RG access to Customer's or its Users' account(s) on such Connected Applications. If Customer uses a Connected Application with the Service, Customer grants RG permission to allow the Connected Application and its provider to access Customer Data solely as required for the interoperation of that Connected Application with the Service.

2.5   Disclaimer. RG provides interoperability with Connected Applications as a courtesy and not part of the Subscription. Connected Applications are provided "as-is" and RG makes no warranty or guarantee as to the interoperability, availability, or data provided via any Connected Applications and Customer's use of any such Connected Applications (or data derived from a Connected Application) is wholly at Customer's own risk. RG may terminate interoperability with Connected Applications at any time in RG' sole discretion, after providing Customer commercially reasonable notice. Any acquisition by Customer of Connected Applications, and any exchange of Customer Data between Customer and any Connected Application provider, product, or service, is solely between Customer and the applicable Connected Application provider. RG does not warrant or support Connected Applications. RG is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Connected Application or its provider.

3.   RG RESPONSIBILITIES

3.1   Access to the Service. During the Term RG will: (a) make the Service available to Customer according to the Agreement and applicable Order(s), (b) maintain appropriate safeguards to protect the security, confidentiality and integrity of Customer Data,

(c) remain responsible for the performance of RG' personnel (including RG' subcontractors) and their compliance with RG' obligations under this Agreement.

4. CUSTOMER LIMITATIONS/RESPONSIBILITIES

4.1   Limitations. Customer will not: (a) resell, sublicense, rent, loan, lease, time share or otherwise make the Service available to any party not authorized to use the Service under the Agreement or an applicable Order; (b) modify, adapt, alter, translate, copy, or create derivative works based on the Service; (c) reverse-engineer, decompile, disassemble, or attempt to derive the source code for the Service (unless such right is granted by applicable law and then only to the minimum extent required by law); (d) access the Services in order to: (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service; (e) merge or use the Service with any software or hardware for which they were not intended (as described in the Documentation); (f) allow Users to share access credentials; (g) use the Service for unlawful purposes or to store unlawful material; (h) use the Service to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (i) disrupt the integrity or performance of the Service; (j) remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of RG or its suppliers contained on or within any copies of the Service, (k) bypass any security measure or access control measure of the Service, (k) use the Service other than as described in the Documentation, or (l) perform or disclose any benchmarking or testing of the Service itself or of the security environment or associated infrastructure without RG' prior written consent.

4.2   Remedies for Violation of Customer Limitations. RG may, without limiting its other rights and remedies, suspend Customer's and/or applicable Users' access to the Service at any time if: (i) required by applicable law, (ii) Customer or any User is in violation of the terms of this Agreement, or (iii) Customer's, or a User's use disrupts the integrity or operation of the Service or interferes with use of the Service by others. RG will use reasonable efforts to notify Customer prior to any suspension, unless prohibited by applicable law or court order, and RG will promptly restore Customer's access to the Service upon resolution of any violation under this section. If RG is notified that any Customer Data violates applicable law or third-party rights, RG may so notify Customer and in such event Customer will promptly remove such Customer Data from the Service. If Customer does not take required action, RG may disable the applicable Customer Data until the potential violation is resolved.

4.3   Customer Responsibilities. Customer will: (a) use commercially reasonable efforts to prevent, and remain responsible for Users' compliance with the Agreement and will promptly notify RG of any unauthorized access to the Service arising from a compromise or misuse of Customer's or its User's access credentials, (b) use the Services only in accordance with the Documentation, applicable laws, this Agreement, and government regulations, (c) comply with terms of service of any Non-RG Applications Customer uses in conjunction with the Service, and (d) remain responsible for any action in violation of the Agreement by Customer's Affiliates or Users.

5. DATA RESPONSIBILITIES

5.1   Compliance With Applicable Laws. Customer is exclusively responsible for: a) determining what data Customer submits to the Service, b) for obtaining all necessary consent and permissions for submission of Customer Data and related data processing instructions to RG, c) for the accuracy, quality and legality of Customer Data, and d) that Customer complies in all respects with applicable data privacy and protection regulations. Customer shall ensure that it is entitled to transfer the relevant Customer Data to RG so that RG and its service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf. No rights to the Customer Data are granted to RG hereunder other than as expressly set forth in this Agreement.

5.2   Excluded Data. Customer shall not provide RG with any Customer Data that is subject to heightened security requirements by law, regulation or contract (examples include but are not limited to the Gramm–Leach–Bliley Act (GLBA), Health Insurance and Portability and Accountability Act (HIPPA), Family Educational Rights and Privacy Act (FERPA), the Child's Online Privacy Protection Act (COPPA), the standards promulgated by the PCI Security Standards Council (PCI-DSS), and their international equivalents (such Customer Data collectively, "Excluded Data"). RG shall have no responsibility or liability for Excluded Data.

6. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

6.1   Reservations of Rights. Access to the Service is sold on a subscription basis. Except for the limited rights expressly granted to Customer hereunder, RG reserves all rights, title, and interest in and to the Service, the underlying software, the RG Materials and any and all improvements (including any arising from Customer's feedback), modifications and updates thereto, including without limitation all related intellectual property rights inherent therein. Where Customer purchases Professional Services hereunder, RG grants to Customer a non-sublicensable, non-exclusive license to use any materials provided by RG as a result of the Professional Services (the "RG Materials") solely in conjunction with Customer's authorized use of the Service and in accordance with this Agreement. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement. Nothing in this Agreement will impair RG' right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any products, software or technologies that Customer may develop, produce, market, or distribute.

6.2   Ownership and Processing of Customer Data. Customer and/or its licensors shall retain all right, title and interest in all Customer Data stored in the Service, including any revisions, updates or other changes made to that Customer Data. Customer grants RG a nonexclusive, worldwide, royalty-free right to reproduce, display, adapt, modify, transmit, distribute and otherwise use the Customer Data: (a) solely for the purpose of providing the Service and Professional Services under this Agreement; (b) to prevent or address technical or security issues and resolve support requests; (c) at Customer's direction or request, enable integrations between Customer's Connected Applications and the Service; and (d) as otherwise required by applicable law.

6.3   Use of Aggregate Information. RG may collect, anonymize, and aggregate data derived from the operation of the Service ("**Aggregated Data**"), and RG may use such Aggregated Data for purposes of operating RG' business, monitoring performance of the Service, and/or improving the Service. RG' use of Aggregated Data as described in this section shall not result in any unauthorized disclosure of Customer Data, Customer Confidential Information, or personally identifiable information of Authorized Users. Aggregated Data will not be capable of re-identification. Aggregated Data belongs to RG.

6.4   Ownership of Deliverables. With respect to any deliverables or work product ("Deliverables") resulting from any of the Professional Services, RG owns all right title and interest in and to the intellectual property rights pertaining to such Deliverables and grants to Customer a non-exclusive, worldwide right and license to use such Deliverable in connection with Customer's permitted use of the Service.

6.5   Feedback. Customer grants to RG a non-exclusive, royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service or the Professional Services ("Feedback"). Feedback does not include Customer Data. Notwithstanding any other term herein, Feedback shall not create any confidentiality obligation for RG.

6.6   AI Add-On Feature. If Customer has the optional AI Add-On feature ('AI Add-On') enabled, RG may process Customer Data with AI to provide and operate AI-driven functionality (e.g., analytics or insights) for Customer's benefit as part of the Service.
   a) Limited Use: RG will use Customer Data only to deliver the requested AI functionality within the Service.
   b) No Training: RG will not use Customer Data to train or improve AI models, nor share it with third parties for their benefit.
   c) Customer Control: The AI Add-On is optional and disabled by default. Customer may request the AI Add-on to be enabled for their organisation and pay the related fee to have the service enabled.
   d) Accuracy and Responsibility: AI-generated insights are not guaranteed to be accurate or complete due to the inherent limitations of artificial intelligence. Customer is responsible for independently verifying such insights before making decisions.
   e) Ownership and Security: Customer retains all rights to its data. RG will protect it as outlined in these terms of use and privacy policy.
   f) Liability: RG is not liable for errors, omissions, or consequences arising from reliance on AI-generated content.

7.   **PAYMENT; TAXES**

7.1   Fees/Payment. Customer will pay RG according to the RG's pricing and Subscription. Customer will pay in the currency listed in the Order. Customer will provide RG with valid and updated Payment Method information, or with a valid purchase order or alternative document reasonably acceptable to RG and will be charged against Customer's Payment Method monthly or the start of each Subscription Term (as reflected in a Service Order). Fees are non-cancelable and non-refundable (except as provided herein). Customer may not downgrade their Subscription Level during a Subscription Term. RG reserves the right to suspend the Service in the event Customer is more than thirty (30) days past due on any undisputed invoice and fails to cure the payment deficiency within ten (10) days of receiving written notice from RG. Any late payments will accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If Customer provides a credit card, Customer authorizes RG to charge such credit card for all purchases of the Service for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order. If the Order specifies that payment will be by a method other than a credit card, RG will invoice Customer in advance and otherwise in accordance with the relevant Order. When a customer receives an invoice from RG, unless otherwise stated in the Order, invoices are due net 14 days from the invoice date. Customer shall provide complete and accurate billing and contact information to RG and notify RG of any changes to such information.

7.2   Taxes. All fees are exclusive of taxes, levies, or duties, ("Taxes"), and unless Customer can provide a valid state sales/use/excise tax exemption certificate (or other reasonable evidence of exemption) to RG, Customer will be responsible for payment of all such Taxes excluding taxes based solely on RG' income. RG may invoice Taxes in accordance with applicable law together on one invoice or a separate invoice. RG reserves the right to determine the Taxes for a transaction based on Customer's "bill to" or "ship to" address, or other location information for Customer's use of the Service. Customer will be responsible for any Taxes, penalties or interest arising from inaccurate or incomplete information provided by Customer. If Customer is required by any governmental authority to deduct any portion of the amount invoiced by RG, Customer shall increase payment by an amount necessary for the total payment to RG to be equal to the amount originally invoiced.

8.   **CONFIDENTIAL INFORMATION**

8.1   Confidentiality. "Confidential Information" means information and/or materials provided by one party ("**Discloser**") to the other party ("**Recipient**"), which are identified as confidential at the time of disclosure or, under the circumstances of disclosure, a reasonable person would understand to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: this Agreement, a party's pricing, product roadmap, product plans, or strategic marketing

plans, algorithms, business plans, customer lists, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, processes, products, research, specifications, software, source code, trade secrets or any other non-public information relating to the Service including the Documentation. Recipient may disclose Discloser's Confidential Information only to Recipient's Affiliates, employees, officers, directors, advisors or contractors who need to know such Confidential Information and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder.

8.2   Exclusions. "Confidential Information" does not include information that: (a) is independently developed by or for the Recipient without access or reference to, or use of, Confidential Information; (b) is lawfully received free of restriction from another source having the right to furnish such information; (c) is or becomes lawfully in the public domain other than through a breach of this Agreement; (d) was known by the Recipient prior to disclosure; (e) Discloser agrees in writing is free of such restrictions; or (f) is generally disclosed by the Discloser to third parties without a duty of confidentiality.

8.3   Duties Regarding Confidential Information. At all times during and after the term of this Agreement, Recipient shall (a) keep Discloser's Confidential Information confidential and not disclose Discloser's Confidential Information to a third party without the Discloser's written consent or as expressly permitted in this Agreement, and (b) not use the Confidential Information for purposes other than the performance of this Agreement. Where disclosure is required by law, such disclosure shall not constitute a breach of this Agreement provided Recipient gives Discloser reasonable advance notice (if legally permissible) to enable Discloser to seek appropriate protection of the Confidential Information and discloses only that portion of the Confidential Information that the Recipient is legally compelled or is otherwise legally required to disclose. Any prior non-disclosure agreement executed among the parties is terminated in favor of these confidentiality terms.

8.4   Unauthorized Disclosures. The parties agree that Recipient's threatened or actual unauthorized disclosures of Confidential Information may result in irreparable injury for which a remedy in money damages may be inadequate. The parties therefore agree the Discloser may be entitled to seek an injunction to prevent a breach or threatened breach of this Section without posting a bond. Any such injunction shall be additional to other remedies available to Discloser at law or in equity.

9.   **WARRANTIES AND DISCLAIMER**

9.1   General Representations and Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement and the performance by such party of its obligations and duties hereunder will not violate any agreement to which such party is bound.

9.2   RG Warranties. RG represents and warrants that: (a) if it provides Professional Services it will use reasonable skill and care, (b) the Service will perform materially in accordance with the Documentation under normal use and circumstances, and (c) it has taken commercially reasonable measures to ensure the Service is free from, and will not transmit, any malicious or hidden mechanisms or code designed to damage or corrupt Customer's Data or network systems.

9.3   Customer Warranties. Customer represents and warrants that: (a) it has the right to provide RG with access to all Customer Data, (b) it shall obtain from its Users all consents required under law regarding the use of the Customer Data and Feedback as described in this Agreement.

9.4   Warranty Claims. Except for the Customer's right to terminate in accordance with Section 12.3, RG' sole responsibility and Customer's exclusive remedy in the event of any material failure to the warranties expressly stated in Section 9, shall be that RG shall make commercially reasonable efforts to remedy any resulting deficiencies.

9.5   Disclaimer of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SERVICE, PROFESSIONAL SERVICES AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT OTHER WARRANTY OF ANY KIND, AND RG MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE AND PROFESSIONAL SERVICES. RG SPECIFICALLY AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHER, RG DOES NOT WARRANT THE SERVICE WILL BE ERROR-FREE OR THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED. THE SERVICE AND MATERIALS ARE NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS.

10.   **INDEMNIFICATION**

10.1   Indemnification by RG.   If a third party initiates or threatens a legal action alleging that Customer's use of the Service directly infringes the third party's patent, copyright, or trademark or misappropriates the third party's trade secret rights (such action, a "Claim"), then RG will (a) promptly assume the defense of the Claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against Customer (without right of appeal) or in a settlement approved by RG that are attributable to Customer's use of the Service; provided that Customer: (i) is current in the payment of all applicable fees, or becomes current, prior to requesting indemnification, (ii) notifies RG in writing of the Claim promptly after receipt of the Claim (but in no case later than fifteen (15) days), (iii) allows RG to sole control the defense of the Claim with counsel of RG' choice, and to settle such Claim at RG'

sole discretion (wherein Customer will have the right to approve the portion of any settlement which requires payment by Customer or requires Customer to admit liability), and (iv) reasonably cooperates with RG in defending the Claim.

10.2   Other Resolution. If the Service becomes the subject of any actual or anticipated third party infringement claim, RG may, at its sole option and expense, either: (i) procure for Customer the right to continue using the affected Service consistent with this Agreement, (ii) replace or modify the affected Service with a functionally equivalent service that does not infringe, or, (iii) if neither (i) nor (ii) is available on a commercially-feasible basis, terminate the Agreement and applicable Service Order and refund any prepaid fees for all unused portions of the then-current Subscription Term as of the date of termination.

10.3   Exclusions. RG will have no liability for any Claim based upon: (a) any third-party components or services (including Connected Applications), (b) any unauthorized use of the Service in violation of this Agreement or applicable Service Order, (c) RG' compliance with designs, specifications or instructions provided by Customer where those designs, specifications or instructions cause the infringement, or (d) use by Customer after notice by RG to discontinue using all or part of the Service. This section constitutes the entire liability of RG, and Customer's sole and exclusive remedy, with respect to any third-party claims of infringement or misappropriation of intellectual property rights.

10.4   Indemnification By Customer. If a third party initiates or threatens legal action against RG for processing Customer Data uploaded into the Service by Customer or Users, or for a claim relating to Customer's, or a User's breach of its obligations under Section 5, where such claim arises solely from RG operating the Service, then Customer will: (a) promptly assume the defense of the claim and (b) pay costs, damages and/or reasonable attorneys' fees that are included in a final judgment against RG (without right of appeal) or in a settlement approved by Customer that are attributable to RG processing of such Customer Data to provide the Service; provided that RG (i) notifies Customer in writing of the claim promptly after receiving it, (ii) allows Customer to control the defense of the claim with counsel of its choice, and to settle such claim at Customer's sole discretion (unless the settlement requires payment by RG or requires RG to admit liability, in which case RG will have the right to approve such payment or admission, and (iii) reasonably cooperates with Customer in defending the claim at Customer's expense.

11.   **LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES.**

11.1   DISCLAIMER OF INDIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES OR ITS LICENSORS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTIONS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THIS AGREEMENT (INCLUDING ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE SOLUTION), WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN OF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2   LIMITATION OF LIABILITY. EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY'S (OR ITS AFFILIATES') AGGREGATE AND CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE WILL EXCEED THE AMOUNTS PAID OR OWED TO RG BY CUSTOMER IN THE AGGREGATE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE CAUSED BY NEGLIGENCE, OR FOR FRAUD. NOTHING IN THIS SECTION WILL LIMIT THE FEES OWED BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE OR PROFESSIONAL SERVICES, OR FOR VIOLATING CUSTOMER'S OBLIGATIONS IN SECTION 4 AND 5. THE PARTIES ACKNOWLEDGE THAT THE FEES PAID PURSUANT TO THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT, AND THAT RG WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

12.   **TERM AND TERMINATION**

12.1   Subscription Term. The Subscription Term begins on the Subscription Start Date and remains in effect for the Subscription Term as specified on the applicable Service Order. At the end of the Subscription Term, the Subscription will automatically renew for additional Subscription Terms equal to the expiring Subscription Term, unless either party notifies the other of its intent not to renew such Subscription at least thirty (30) days before the expiration of the then-current Subscription Term. Non-renewal notice must be provided by email to billing@resonanzgroup.com or to the notice address specified in Section 13.

12.2   Effective Date and Term. This Agreement commences on the Effective Date and shall remain in effect until terminated by either Party in accordance with the terms of the Agreement (the "Term").

12.3   Termination. If either party materially breaches the terms of this Agreement and the breach is not cured (or curable) within thirty (30) days after written notice of the breach, then the other party may terminate this Agreement and/or the applicable Service Order(s) upon written notice to the breaching party. Either party also may terminate this Agreement upon written notice if the other party: (i) terminates or suspends its business, (ii) becomes subject to any insolvency proceeding under federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, (iv) has wound up or liquidated, voluntarily or otherwise, or (v) by ten (10) days' prior written notice if no Service Order is in effect between the Parties.

12.4   Effect of Termination. If this Agreement is terminated by Customer for RG' uncured breach in accordance with Section 12.3 (Termination), on Customer's written request, RG will refund Customer any prepaid but unused fees covering the remainder of any terminated Service Orders as of the effective date of termination. If this Agreement is terminated by RG for Customer's uncured breach in accordance with Section 12.3 (Termination), Customer will pay RG within thirty (30), days all unpaid fees covering the remainder of the term of all Orders. Upon termination of this Agreement: (a) RG' obligation to provide the Service will terminate, (b) all of Customer's, if Affiliate's, and its Users' rights to use the Service will terminate, and (c) each party will promptly destroy any data or Confidential Information from the other party in its possession.

12.5   Suspension In Lieu of Termination. If any amount owing by Customer is thirty (30) or more days overdue, RG may, without limiting its other rights and remedies, and after providing Customer at least 10 days' prior notice by email, accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and suspend RG' services to Customer until such amounts are paid in full.

13.   **SURVIVAL.** The provisions of Sections: 8 ("Confidential Information"),10 ("Indemnification"),11("Limitation of Liability and Disclaimer of Damages"), and 14 ("Miscellaneous"), and any other terms and conditions of this Agreement which by their nature reasonably should survive the termination or other expiration of this Agreement shall survive any expiration or termination of this Agreement.

14.   **MISCELLANEOUS**

14.1   Assignment. Either party may assign this Agreement without the consent of the other party to an Affiliate, or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets (a "Sale"). Assignment will not relieve the assigning party of its obligations under the assigned Agreement and such assignment will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. If Customer enters into a Sale with a direct Competitor of RG or assigns the Agreement to a direct competitor of RG, RG may, in its sole discretion terminate the Agreement.

14.2   Compliance with Applicable Laws. Each party will comply with all applicable laws, including without limitation, applicable export-control restrictions, data privacy laws, and anti-corruption laws.

14.3   Future Features and Functions. Customer agrees that RG may, from time to time, at its sole discretion, modify and update the Service. Customer understands and agrees that any features or functions related to RG products referenced on any RG website, or in any presentations, verbal or electronic communications, press releases or public statements, which are not currently available as a generally available release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for our products and services remains at RG' sole discretion. Accordingly, Customer agrees that it is purchasing products and services based solely upon features and functions that are currently available as of the time a Service Order is executed, and not in expectation of any future feature or function unless otherwise agreed in writing by RG.

14.4   Notices. Notices may be sent by registered mail (return receipt requested) or private courier to the address of the receiving party identified on the first page of this Agreement. Notice will be deemed given upon delivery confirmation from postal service courier (or in the United States, five (5) days after mailing U.S. first class, registered mail), or upon confirmed delivery by private courier, whichever is sooner. Customer will address notices to RG' Legal Department, with a copy to legal@resonanzgroup.com. Either party may from time to time change its address for notices under this section upon written notice to the other party.

14.5   Non-waiver. Any failure of either party to enforce performance by the other party of any of the provisions of this Agreement, or to exercise any rights or remedies under this Agreement, will not be construed as a waiver of such party's right to assert or rely upon such provision, right or remedy in that or any other instance. Neither party waives any rights or limits its remedies for actions taken outside the scope of this Agreement.

14.6   Dispute Resolution. This Agreement will be governed by the laws of Switzerland, without giving effect to any conflicts of laws provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be brought exclusively in the competent Swiss court located in Zurich, Switzerland, and each party irrevocably submits to the exclusive jurisdiction and venue of such courts. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the earlier of the following: a) the expiration or termination of all Subscriptions, b) the termination of this Agreement, or c) the time a party first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

14.7   Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties, and the remaining provisions of the Agreement will remain in full force and effect.

14.8   Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect. Each party may identify the other as a customer or supplier, as applicable.

14.9   Force Majeure. Force majeure events shall excuse the affected party (the "**Non-Performing Party**") from its obligations under this Agreement so long as the event and its effects continue. Force majeure events include acts which are beyond the

reasonable control of a party, including without limitation, Acts of God, natural disasters, pandemic, epidemic, war, riot, network attacks, acts of terrorism, fire, explosion, accident, sabotage, strikes, inability to obtain power, fuel, material or labor, or acts of any government (each, a **"Force Majeure Event"**). As soon as feasible, the Non-Performing Party shall notify the other party of: (a) its best reasonable assessment of the nature and duration of the Force Majeure Event, and (b) the steps it is taking to mitigate its effects. If the Force Majeure Event prevents performance for more than sixty (60) days, and the parties have not agreed upon a revised basis for performance, then either party may immediately terminate the Agreement upon written notice. RG' suspension of the Services in order to comply with laws is a Force Majeure Event.

14.10   U.S. Government Restricted Rights. If the Service is used by the U.S. Government, parties agree the Service is "commercial computer software" and "commercial computer documentation" developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject solely to the terms of this Agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

14.11   Publicity. During the term of this Agreement, Customer agrees to support RG' marketing efforts in the following areas: (i) Customer's name and logo may be used on RG' website and in RG' marketing materials (subject to RG' compliance with any written trademark use guidelines provided by Customer to RG in advance), (ii) press release announcing Customer's selection of RG and/or the Service, and (iii) announcement of Customer's use of RG (in a method of Customer's choosing; blog, press release, email, other channels). If Customer plans to submit or publish any research relative to Customer's outcome of using RG Products and/or Service, Customer agrees to inform RG prior to such submission or publication.

14.12   Entire Agreement; Execution. This Agreement, together with the Appendices and applicable Service Order(s) constitute the entire agreement between parties, and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties regarding its subject matter. Revisions to this Agreement must be made by a separate amendment, signed by each party, and must be expressly drafted for that purpose and identify the specific sections that are being revised. However, if Customer agreed to these terms by reference by affirmative act (e.g., checking a check-box), or in another binding instrument (e.g., on a Service Order which refers to these terms by URL), RG may change these terms by posting an updated version at the applicable URL. By continuing to access or use the Service Customer agrees to be bound by the updated terms.   Customer click-through terms, preprinted terms in Customer purchase orders or other customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed by RG and/or purport to take precedence over this Agreement. The order of precedence among all documents executed among the parties shall be: (1) the applicable Service Order, (2) this Agreement, (3) fully executed SOWs, (4) the Documentation. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties may use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures shall be legally binding with the same effect as manual signatures.

"Affiliate" means, with respect to a party to this Agreement, any entity that directly or indirectly controls, is controlled by, or is under common control with such party through the possession of more than fifty percent (50%) of the voting stock of the controlled entity.

"Authorized User" or "User" means: (a) in the case of an individual accepting this Agreement on such individual's own behalf, such individual; or (b) an employee or authorized third-party of Customer, who has been authorized by Customer to use the Service in accordance with the terms and conditions of this Agreement and has been allocated user credentials.

"Connected Application" means Customer's or a third party's web-based or other software application interoperates with the Service.

"**Content**" means any data provided to Customer via a Connected Application.

"Customer Data" means any electronic data or materials provided or submitted by or for Customer to or through the Service.

"Documentation" means RG' published user manual that describes the functionality of the Service, as updated by RG from time to time.

"Service Order" or "**Order**" means the purchasing document (however so named), signed by a duly authorized representative of each party, that details the Subscription, pricing, payment terms, applicable licensing metrics, other applicable commercial terms and condition, and includes its attachments, schedules, exhibits, addenda, and any terms and conditions and other products and services purchased by Customer from RG pursuant to this Agreement. The Enterprise Offer Agreement (if applicable) is part of an Order.

"Party" means either Customer or RG and together the "Parties".

"Payment Method" means the credit card, ACH authorization, other banking information, or payment method provided by the customer at the time of purchase for recurring payments.

"Professional Services" means Training Services, Implementation Services, or other services Customer agrees to purchase as described in a fully executed statement of work.

"Service" or "Services" means RG software-as-service platform located at www.quicktrials.com.

"**Subscription**" means access to the Service during the Subscription Term and the corresponding number of measurements and features allowed for such Subscription Level. Each Subscription is specific to a Customer and under no circumstance may a Customer Subscription be transferred to or shared among or used by different legal entity except as provided herein.

"Subscription Term(s)" means the subscription period(s) during which Customer is authorized to use the Service, as specified in an applicable Service Order.

"Subscription Level" means the discrete feature set and number of allowed measurements for a particular Subscription as stated in the applicable Service Order.

Appendix 2

RG DATA PROCESSING ADDENDUM (DPA)

This Data Processing Addendum, including its Schedules, ("DPA") forms part of the Cloud Enterprise Subscription Agreement between RG and Customer for the purchase of the Service (the "Agreement") to reflect the Parties' agreement with regard to the Processing of Personal Data.

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Service to Customer pursuant to the Agreement, RG may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

For the avoidance of doubt, signature of the DPA on page 8 shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Schedule 2. Where Customer wishes to separately execute the Standard Contractual Clauses and its Appendix, Customer should also complete the information as the data exporter and sign on page 14 (Schedule 2).

HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the RG entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed a Service Order with RG or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Service Order and applicable renewal Service Order(s), and the RG entity that is party to such Service Order is party to this DPA.

1.   DATA PROCESSING TERMS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Service pursuant to the Agreement between Customer and RG, but has not signed its own Service Order with RG and is not a "Customer" as defined under this DPA.

"**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations.

"**Controlle**r" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Customer**" means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed Service Orders.

"**Customer Data**" means what is defined in the Agreement as "Customer Data", provided that such data is electronic data and information submitted by or for Customer to the Service. This DPA does not apply to Non-RG Applications as defined in the Agreement.

"**Customer Data Incident**" means the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by RG or its Sub-processors.

"**Data Protection Laws and Regulations**" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including those of the European Economic Area, Switzerland, the United Kingdom and the United States and its states.

"**Data Subject**" means the identified or identifiable person to whom Personal Data relates.

"Data Subject Request" means, a Data Subject's legal right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making as set out in applicable Data Protection Laws and Regulations.

"**Europe**" means the European Economic Area, Switzerland and the United Kingdom.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including as implemented or adopted under the laws of the United Kingdom.

"**Personal Data**" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as Personal Data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

"**Processing**" or "**Process**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Processor**" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

"**Public Authority**" means a government agency or law enforcement authority, including judicial authorities.

"**RG**" means the Resonanz Group GmbH, a company incorporated in Switzerland.

"**Standard Contractual Clauses**" means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur- lex.europa.eu/eli/dec_impl/2021/914/oj.

"**Sub-processor**" means any Processor engaged by RG.

2. PROCESSING OF PERSONAL DATA

2.1.   Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is a Controller or a Processor, RG is a Processor and that RG will engage Sub-processors pursuant to the requirements set forth in section 5 "Sub-processors" below.

2.2.   Customer's Personal Data Obligations. Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations and where Customer is a processor, the instructions of its Controller. Customer confirms that its instructions do not conflict with the instructions of its Controller. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data, the means by which Customer acquired Personal Data. Customer acknowledges that any Processing governed by this DPA is lawful on the basis that Data Subjects have given consent. Where Customer is required by applicable Data Protection Laws and Regulations to evidence Data Subjects' consent, it may request a copy of the consent log captured by RG. Customer specifically acknowledges and agrees that its use of the Service will not violate the rights of any Data Subject, including those that have opted-out from sales or other disclosures of Personal Data, to the extent applicable under Data Protection Laws and Regulations.

2.3.   RG' Processing of Personal Data. RG shall Process Personal Data on behalf of and only in accordance with applicable Data Protection Laws and Regulations and Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Service Order(s); (ii) Processing initiated by Users in their use of the Service; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. Where Customer is a processor, Customer confirms that its instructions to RG are consistent with the terms of the agreement between the Customer and the Controller.

2.4.   Details of the Processing. The subject-matter of Processing of Personal Data by RG is the performance of the Service pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Description of Processing/Transfer) to this DPA.

2.5.   Customer Instructions. RG shall inform Customer if, in its opinion, Customer's instructions for the Processing of Personal Data infringes GDPR. Where this relates to instructions from the Customer's Controller, Customer agrees to immediately inform its Controller.

3. RIGHTS OF DATA SUBJECTS

3.1.   Notification. RG shall, to the extent legally permitted, promptly notify Customer of any complaint, dispute or Data Subject Request it has received from a Data Subject. Where Customer is a processor, Customer agrees to forward any notification it receives from RG without undue delay, to its Controller. RG shall not respond to a complaint, dispute or Data Subject

Request itself, and shall redirect the complaint, dispute or Data Subject Request as necessary to allow Customer to respond directly. Taking into account the nature of the Processing, RG shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.

3.2.   <u>Assistance</u>. In addition, to the extent Customer, in its use of the Service, does not have the ability to address a Data Subject Request, RG shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent RG is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. Customer shall be responsible for any reasonable costs arising from RG' provision of such assistance.

4.   RG PERSONNEL

4.1.   <u>Confidentiality</u>. RG shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2.   <u>Reliability</u>. RG shall take commercially reasonable steps to ensure the reliability of any RG personnel engaged in the Processing of Personal Data.

4.3.   <u>Limitation of Access</u>. RG shall ensure that RG' access to Personal Data is limited to those personnel performing Service in accordance with the Agreement.

4.4.   <u>Data Protection Officer</u>. RG has appointed a data protection officer. The appointed person may be reached at privacy@quicktrials.com.

5.   SUB-PROCESSORS

5.1.   <u>Appointment of Sub-processors</u>. Customer acknowledges and agrees that (a) RG' Affiliates may be retained as Sub-processors; and (b) RG and RG' Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Service. RG or a RG Affiliate has entered into a written agreement with each Sub-processor containing, in substance, the same data protection obligations than those in the Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Service provided by such Sub-processor.

5.2.   <u>List of Current Sub-processors and Notification of New Sub-processors</u>. The current list of Sub-processors engaged in Processing Personal Data for the performance of each applicable Purchased Service, including a description of their processing activities and countries of location, which can be found on RG' compliance webpage at https://www.quicktrials.com/sub-processors/. Customer hereby consents to these Sub-processors, their locations and processing activities as it pertains to their Personal Data. Customer is responsible for regularly checking the sub-processor list web page (https://www.quicktrials.com/sub-processors) where RG will post any changes to sub-processors.

5.3.   <u>Objection Right for New Sub-processors</u>. Customer may reasonably object to RG' use of a new Sub-processor by notifying RG promptly in writing within thirty (30) days of a change of the sub-processor list on the QuickTrials website. RG may, but is not obligated to, make reasonable efforts to make available to Customer a change in the Service or recommend a commercially reasonable change to Customer's configuration or use of the Service to avoid Processing of Personal Data by the objected-to new Sub-processor. If RG is unable, to resolve Customer's objections, Customer may terminate the applicable Service Order(s) with respect only to those Services which cannot be provided by RG without the use of the objected-to new Sub-processor by providing written notice to RG. RG will refund Customer any prepaid but unused Fees covering the remainder of the term of such Service Order(s) following the effective date of termination with respect to such terminated Service, without imposing a penalty for such termination on Customer.

5.4.   <u>Liability</u>. RG shall be liable for the acts and omissions of its Sub-processors to the same extent RG would be liable if performing the services of each Sub-processor directly under the terms of this DPA. Where the performance of the Service requires RG to contract with Sub-processors who only offer click-wrap data protection agreements, namely third party providers, RG shall not be liable for any Sub-processors' acts of omissions that are not recoverable under the terms of such data protection agreements because of the Sub-processors' decision to impose their terms on a non-negotiable basis.

6.   SECURITY

6.1.   <u>Controls for the Protection of Customer Data</u>. RG shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in Schedule 3 attached hereto. RG regularly monitors compliance with these measures. RG will not materially decrease the overall security of the Service during a subscription term.

6.2.   Audit. RG shall maintain an audit program to help ensure compliance with the obligations set out in this DPA and shall make available to Customer information to demonstrate compliance with the obligations set out in this DPA, including those obligations required by applicable Data Protection Laws and Regulations, as set forth in this section 6.2. Where Customer is a processor, Customer agrees to provide the information demonstrating compliance provided by RG in this section 6.2, to its Controller.

6.2.1.   *Legally Mandated On-Site Audits*. Where applicable Data Protection Laws and Regulations mandate that RG must submit to an on-site audit by the Customer, RG will permit Customer (or its Third-Party Auditor) to conduct an audit of the Processing undertaken by RG in respect of the provision of the Service. Such on-site audits shall take place on reasonable notice and no more than annually, or if there are indications of non-compliance with this DPA from the third party certifications provided in accordance with section 6.2.1 above, more frequently. To perform an on-site audit Customer must: a) first reasonably demonstrate an on-site audit is the only method by which Customer can fulfill its obligations under Data Protection Laws and Regulations, and b) if an on-site audit of a sub-processor is impractical due to security, logistics, or other reasonable obstacles to such performance, the parties will negotiate in good faith to arrange an alternative method for Customer to fulfill its obligations.

6.3.   Data Protection Impact Assessment. Upon Customer's request and cost, RG shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment related to Customer's use of the Service, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to RG.

7.   CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

7.1.   Notification. RG maintains security incident management policies and procedures. RG shall notify Customer without undue delay after becoming aware of a "Customer Data Incident".

7.2.   RG Responsibilities. In respect of such Customer Data Incident, RG shall: (i) make reasonable efforts to identify the cause; (ii) take such steps as RG deems necessary and reasonable to remediate the cause to the extent the remediation is within RG' reasonable control; (iii) cooperate reasonably with the Customer and provide Customer with the information needed to fulfill its data breach obligations under Data Protection Laws and Regulations; (iv) take other further measures and actions that RG determines are necessary to remedy or mitigate the effects of the security incident, and (v) except as required by law, RG will not take action to notify Data Subjects of any security incident.

7.3.   Exclusions. The obligations imposed on RG and set out in section 7.2, shall not apply to incidents that are caused by Customer or Customer's Users.

8.   RETURN AND DELETION OF CUSTOMER DATA

8.1.   Customer Data. Customer may download Customer Data at any time during the term of the Agreement and for thirty (30) days after termination of the Agreement. Customer acknowledges that Customer Data may be stored by RG after the Termination Date pursuant to RG' data retention rules and back-up procedures until it is eventually deleted. To the extent that any portion of Customer Data remains in the possession of RG following the Termination Date, RG' obligations set forth in this DPA shall survive termination of the Agreement or this DPA with respect to that portion of the Customer Data until it is deleted.

9.   AUTHORIZED AFFILIATES

9.1.   Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, Customer enters into this DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between RG and each such Authorized Affiliate subject to the provisions of the Agreement and this section 9 and section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is a party only to this DPA. All access to and use of the Service by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

9.2.   Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with RG under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3.   Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to this DPA with RG, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following: Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against RG directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall

exercise any such rights under this DPA, not separately for each Authorized Affiliate individually, but in a combined manner for itself and all of its Authorized Affiliates together.

10. LIMITATION OF LIABILITY

10.1. <u>Limitations</u>. Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and RG, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

10.2. <u>Aggregate and Several Liability</u>. For the avoidance of doubt, RG' and its Affiliates' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

11. EUROPE SPECIFIC PROVISIONS

11.1. <u>Definitions</u>. For the purposes of this section 11 and Schedule 1 these terms shall be defined as follows:

"EU C-to-P Transfer Clauses" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).

"EU P-to-P Transfer Clauses" means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).

11.2. <u>Transfer mechanisms for data transfers</u>. Customer Data may be stored in the United States and the European Union based on the nature and intended use by RG. If, in the performance of the Service, Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that applies in Europe is transferred out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws and Regulations of Europe, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the Parties to the extent such transfers are subject to the Data Protection Laws and Regulations of Europe<u>:</u>

11.2.1. *The EU C-to-P Transfer Clauses*. Where Customer and/or its Authorized Affiliate is a Controller and a data exporter of Personal Data and RG is a Processor and data importer in respect of that Personal Data, then the Parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in Schedule 1.

11.2.2. *The EU P-to-P Transfer Clauses*. Where Customer and/or its Authorized Affiliate is a Processor and a data exporter of Personal Data and RG is a Processor and data importer in respect of that Personal Data, then the Parties shall comply with the EU P-to-P Transfer Clauses, subject to the additional terms in Schedule 1.

12. COMPLIANCE WITH CCPA.

12.1. <u>CCPA</u>. To provide the Service Customer may disclose Personal Information to RG. The parties agree that to provide the Service, RG is acting as a "Service Provider" pursuant to §1798.140 of the California Consumer Protection Act ("CCPA"). RG shall not retain, use, or disclose Personal Information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of providing the Service and the Professional Services, as applicable, pursuant to this Agreement or as otherwise set forth in this Agreement or as permitted by the CCPA. RG will not sell Personal Information. Customer is responsible for responding to Consumer requests using Customer's own access to the relevant Personal Information. Upon Customer's written request, and subject to and in accordance with all applicable laws, RG will provide assistance, as required under CCPA, to Customer for the fulfillment of Customer's obligations to respond to requests to exercise Consumer's rights under CCPA with respect to Personal Information provided by Customer pursuant to this Agreement, to the extent Customer is unable to access the relevant Personal Information itself. To the extent legally permitted, Customer shall be responsible for any costs arising from RG' provision of such assistance.

List of Schedules

Schedule 1: Transfer Mechanisms for European Data Transfers

Schedule 2: Description of Processing/Transfer

Schedule 3: Technical and Organizational Security Measures.

The parties' authorized signatories have duly executed this DPA:

CUSTOMER

Signature:

Print Name:

Title: _____

Date: _____

RG

Signature:

Print Name:

Title: _____

Date: _____

SCHEDULE 1 — TRANSFER MECHANISMS

FOR EUROPEAN DATA TRANSFERS

1. STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS

For the purposes of the EU C-to-P and EU P-to-P Transfer Clauses, Customer is the data exporter and RG is the data importer and the Parties agree to the following. If and to the extent an Authorized Affiliate relies on the EU C-to-P or the EU P-to-P Transfer Clauses for the transfer of Personal Data, any references to 'Customer' in this Schedule, include such Authorized Affiliate. Where this section 2 does not explicitly mention EU P-to-P Transfer Clauses it applies to both EU C-to-P and EU P-to-P.

1.1. <u>Reference to the Standard Contractual Clauses</u>. The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for the purposes of the Appendix to the Standard Contractual Clauses are set out in Schedule 2.

1.2. <u>Docking clause</u>. The option under clause 7 shall not apply.

1.3. <u>Instructions</u>. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to RG for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of this DPA, the instructions by Customer and where Customer is a processor, it's Controller, to Process Personal Data are set out in section 2.3 of this DPA and include onward transfers to a third party located outside Europe for the purpose of the performance of the Service.

1.4. <u>Certification of Deletion</u>. The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by RG to Customer only upon Customer's written request or where Customer is a processor, its Controller's written request.

1.5. <u>Security of Processing</u>. For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organizational measures set forth in Schedule 3 meet Customer's, or where Customer is a processor, its Controller's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by RG provide a level of security appropriate to the risk with respect to its or its Controller's Personal Data. For the purposes of clause 8.6(c), personal data breaches will be handled in accordance with section 7 (Customer Data Incident Management and Notification) of this DPA.

1.6. <u>Audits of the SCCs</u>. The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with section 6.2 of this DPA.

1.7. <u>General authorization for use of Sub-processors</u>. Option 2 under clause 9 shall apply. For the purposes of clause 9(a), RG has Customer's general authorization to engage Sub-processors in accordance with section 5 of this DPA. RG shall make available to Customer the current list of Sub-processors in accordance with section 5.2 of this DPA.

1.8. <u>Notification of New Sub-processors and Objection Right for new Sub-processors</u>. Pursuant to clause 9(a), Customer acknowledges and expressly agrees that RG may engage new Sub-processors as described in sections 5.2 and 5.3 of this DPA. RG shall inform Customer of any changes to Sub-processors following the procedure provided for in section 5.2 of this DPA and where Customer is a processor, Customer shall bear the responsibility of informing its Controller of any changes to Sub-processors by RG.

1.9. <u>Complaints -– Redress</u>. For the purposes of clause 11, and subject to section 3 of this DPA, RG shall inform data subjects on its website of a contact point authorized to handle complaints. RG shall inform Customer if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. RG shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.

1.10. <u>Liability</u>. RG' liability under clause 12(b) shall be limited in aggregate by the "Limitations of Liability" section of the Agreement and shall be restricted with respect to any damage caused by its Processing where RG has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.

1.11. <u>Supervision</u>. Clause 13 shall apply as follows:

    1.11.1. Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

1.11.2. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.

1.11.3. Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the Data Protection Commission – 21 Fitzwilliam Square South, Dublin 2, DO2 RD28, Ireland shall act as competent supervisory authority.

1.11.4. Where Customer is established in the United Kingdom or falls within the territorial scope of application of the Data Protection Laws and Regulations of the United Kingdom ("UK Data Protection Laws and Regulations"), the Information Commissioner's Office ("ICO") shall act as competent supervisory authority.

1.11.5. Where Customer is established in Switzerland or falls within the territorial scope of application of the Data Protection Laws and Regulations of Switzerland ("Swiss Data Protection Laws and Regulations"), the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations.

1.12. <u>Notification of Government Access Requests</u>. For the purposes of clause 15(1)(a), RG shall notify Customer (only) and not Customer's Controller nor the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying its Controller and the Data Subject as necessary.

1.13. <u>Governing Law</u>. The governing law for the purposes of clause 17 shall be the laws of Ireland.

1.14. <u>The choice of Forum and Jurisdiction</u>. The courts under clause 18 shall be Ireland

1.15. <u>Appendix</u>. The Appendix shall be completed as follows: (i) the contents of section 1 of Schedule 2 shall form Annex I.A to the Standard Contractual Clauses; (ii) the contents of sections 2 to 9 of Schedule 2 shall form Annex I.B to the Standard Contractual Clauses; (iii) The contents of section 10 of Schedule 2 shall form Annex I.C to the Standard Contractual Clauses; (iv) the contents of section 11 of Schedule 2 to this Exhibit shall form Annex II to the Standard Contractual Clauses.

1.16. <u>Data Exports from the United Kingdom under the Standard Contractual Clauses</u>. For data transfers governed by UK Data Protection Laws and Regulations, the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of those Mandatory Clauses ("Approved Addendum") as may be modified, updated or replaced from time to time, shall apply. The information required for Tables 1 to 3 of Part One of the Approved Addendum is set out in Schedule 2 of this DPA (as applicable). For the purposes of Table 4 of Part One of the Approved Addendum, neither party may end the Approved Addendum when it changes.

1.17. <u>Data Exports from Switzerland under the Standard Contractual Clauses</u>. For data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identified or identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity. In such circumstances, general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in Swiss Data Protection Laws. The governing law for the purposes of clause 17 shall be Switzerland and the Swiss courts shall have jurisdiction under clause 18.

1.18. <u>Conflict</u>. The Standard Contractual Clauses are subject to this DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

SCHEDULE 2

DESCRIPTION OF PROCESSING/TRANSFER

1. LIST OF PARTIES

Data exporter(s): Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union

Name: Customer and its Authorized Affiliates. Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these clauses: Performance of the Service pursuant to the Agreement and as further described in the Documentation.

Signature and date:

Role: For the purposes of the EU C-to-P Transfer Clauses Customer and/or its Authorized Affiliate is a Controller.

For the purposes of the EU P-to-P Transfer Clauses Customer and/or its Authorized Affiliate is a Processor.

Data importer(s): Identity and contact details of the data importer(s), including any contact person with responsibility for data protection

Name: Resonanz Group GmbH

Address: Wachlenstrasse 5, 8832 Wollerau, Switzerland. Contact person's name, position and contact details: DPO, privacy@resonanzgroup.com

Activities relevant to the data transferred under these clauses: Performance of the Service pursuant to the Agreement and as further described in the Documentation.

Signature and date:

Role: Processor

2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

Customer may submit Personal Data to the Service, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

● Prospects, customers, and business partners of Customer (who are natural persons)

● Employees or contact persons of Customer's prospects, customers, and business partners

● Employees, agents, advisors, freelancers of Customer (who are natural persons)

● Customer's Users authorized by Customer to use the Service

3. CATEGORIES OF PERSONAL DATA TRANSFERRED

Customer may submit Personal Data to the Service, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

● First and last name

● Employer

● Contact information (company, email, phone, physical business address)

- ID data

- Geolocation data

4. SENSITIVE DATA TRANSFERRED (IF APPLICABLE)

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

None.

5. FREQUENCY OF THE TRANSFER

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

Continuous basis depending on the use of the Service by Customer.

6. NATURE OF THE PROCESSING

The nature of the Processing is the performance of the Service pursuant to the Agreement.

7. PURPOSE OF PROCESSING, THE DATA TRANSFER AND FURTHER PROCESSING

RG will Process Personal Data as necessary to perform the Service pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Service.

8. DURATION OF PROCESSING

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

Subject to section 8 of the DPA, RG will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

9. SUB-PROCESSOR TRANSFERS

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

As per 7 above, the Sub-processor will Process Personal Data as necessary to perform the Service pursuant to the Agreement. Subject to section 8 of this DPA, the Sub-processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Identities of the Sub-processors used for the provision of the Service and their country of location are listed here https://www.quicktrials.com/sub-processors/.

10. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with clause 13: the supervisory authority specified in section 12.11 of Schedule 1 shall act as the competent supervisory authority.

11. TECHNICAL AND ORGANISATIONAL MEASURES

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Service, as described in Schedule 3 applicable to the specific Service purchased by data exporter. Data Importer will not materially decrease the overall security of the Service during a subscription term. Data Subject Requests shall be handled in accordance with section 3 of the DPA.

SCHEDULE 3

TECNHNICAL AND ORGANIZATIONAL SECURITY CONTROLS

RG shall undertake appropriate technical and organizational measures for the availability and security of Customer Personal Data and to protect it against unauthorized or unlawful Processing and against accidental or unlawful loss, destruction, alteration or damage, and against unauthorized disclosure or access. These measures, listed below, shall take into account the nature, scope, context and purposes of the Processing, available technology as well as the costs of implementing the specific measures and shall ensure a level of security appropriate to the harm that might result from a Security Incident. Company may update, change, or discontinue the specific measures it takes to protect data at any time without obligation to notify Customer so long as Company maintains an overall program with such measures that are appropriate and sufficient under applicable law.

RG employs the following technological and organizational security measures:

1. Individual login accounts which are password protected
2. Strong password policy
3. Company accounts secured with 2FA
4. Access to production environments limited to essential personnel only
5. Data is encrypted in transit and at rest
6. Firewalls are employed and kept up to date
7. Devices are kept up to date
8. Security tools employed during development
9. External penetration testing of SaaS solution on a regular basis
10. System and application audit logs, retained for a minimum of 90 days.