

# ADVISOR Researcher Kit (ARK)

## Commercial Product Pricing Sheet

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Base Product		
<b>ADVISOR Researcher Kit (ARK)</b>	<b>\$75,000</b>	
<i>Subject to acceptance of beta user license agreement and all applicable terms and conditions. Includes a 12-month, multi-seat license and the hardware, sensors, and services described below.</i>		
Included Hardware		
1 Smartphone with charging cables. No data plans are provided because they are not required for ADVISOR functionality. <i>Current model is the Samsung Galaxy S7 Edge; updated phones will be provided at no cost if Charles River determines that technology advances offer significant performance benefits.</i>		
Included Sensors		
3 Wireless Bluetooth IMUs with charging cables 1 Stereoscopic Head-Mounted Display <i>Current model is the Samsung Gear VR generation 3. Updated HMDs will be provided at no cost if Charles River determines that technology advances offer significant performance benefits.</i>		
Included Services		
Integration Support:	80 hours (expires at the end of the license term)	
Customization:	160 hours (expires at the end of the license term)	
Maintenance:	Unlimited bug fixes (for bugs that can be replicated)	
Optional Add-Ons		
IMU Motion Tracking	Pricing determined based on motion points required	
120 HZ HMD Eye-Tracking	\$150,000	Requires 8-month lead time
ADVISOR Sway-Reference Platform	\$110,000	Requires 8-month lead time
Enterprise Support	\$50,000	Enables authentication-based capabilities with in-app central administrator controls
Additional ARK-Equipped Smartphone	\$1,1000	
Additional ARK-Equipped IMU Sensors	\$500	ARK supports up to 8 concurrent IMUs
Additional ARK-Compatible Head-Mounted Display	\$200	
Integration Support	Sold in blocks of 40 hours according to <a href="#">GSA rates</a>	
Customization Support	Sold in blocks of 40 hours according to <a href="#">GSA rates</a>	

## TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

### 1. APPLICABILITY.

(a) These terms and conditions of sale (these "**Terms**") are the only terms that govern the sale of the goods ("Goods") and services ("**Services**") by Charles River Analytics, Inc. ("**Seller**") to the buyer named in the quote that references these Terms (the "**Quote**") ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying Quote (the "**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

### 2. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES.

(a) Seller shall make Delivery in accordance with the terms of the Quote.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location specified in the Quote (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods at the destination specified in the Quote.

(c) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Quote. Unless otherwise agreed in writing, any such dates shall be estimates only.

(d) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. TITLE AND RISK OF LOSS. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Massachusetts Uniform Commercial Code.

4. BUYER'S ACTS OR OMISSIONS. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

### 5. INSPECTION AND REJECTION OF NONCONFORMING GOODS.

(a) Buyer shall inspect the Goods within sixty (60) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only

the following: (i) Goods shipped are different than identified in the Quote; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility identified in the Quote.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods

#### 6. PRICE.

(a) Buyer shall purchase the Goods and Services from Seller at the price set forth in the Quote.

(b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

(c) All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

#### 7. PAYMENT TERMS.

(a) Buyer shall pay all invoiced amounts due to Seller within thirty (30) days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer or credit card payment and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 4% above the prime rate as reported in The Wall Street Journal, Eastern Edition, or the maximum rate allowed by applicable law, such interest to run from the date upon which payment became due until payment and interest is paid in full. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

#### 8. WARRANTY.

(a) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT.

#### 9. LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER or \$100,000.00, WHICHEVER IS LESS.

(c) The limitation of liability set forth in Section 9(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

10. INDEMNIFICATION. Each party shall defend, indemnify, and hold the other party and its officers, directors, employees, agents, and representatives harmless from and against any and all losses, damages, costs, and expenses (including reasonable attorneys' fees) as and when such losses, damages, costs, and expenses are suffered, arising out of or relating to third party claims or demands based in whole or in part on: (i) such party's or its subcontractor's gross negligence or willful misconduct; or (ii) such party's material breach of this Agreement. A party seeking indemnification shall give the other party prompt written notice of all claims for which indemnity is sought hereunder. An indemnified party shall have the right, but not the obligation, to participate in the defense of all such claims with counsel of such indemnified party's choice at such indemnified party's sole cost and expense.

11. INSURANCE. During the term of this Agreement and for six (6) months thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1 million combined single limit for bodily injury and/or property damage per occurrence, \$2 million in the aggregate, with coverage to include the following extensions: Contractual Liability, Independent Contractors' Liability, Premises Operations, Products/Completed Operations, Broad Form Property Damage with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. [The certificate of insurance shall name Seller as an additional insured.] Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

12. COMPLIANCE WITH LAW. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

13. TERMINATION. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

14. WAIVER. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Seller disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Confidential Information disclosed under this Agreement is and remains the property of the disclosing Party. Neither this Agreement nor the disclosure of information hereunder shall be construed as: (a) granting rights by license or otherwise under any trademark, patent, copyright, or other intellectual property right; (b) creating warranties or representations of any kind; (c) creating a commitment as to any other product or service; (d) soliciting any business or incurring any obligation not specified herein; or (e) prohibiting either Party from proceeding independently to develop services or products competitive with those involved herein and/or associating themselves with competitors of the other Party for purposes substantially similar to those involved herein.

16. FORCE MAJEURE. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond its reasonable control.

17. ASSIGNMENT. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. NO LICENSE.

(a) Neither this Agreement nor the disclosure of information hereunder shall be construed as: (a) granting rights by license or otherwise under any trademark, patent, copyright, or other intellectual property right; (b) creating a commitment as to any other product or service other than those specified herein; or (c) soliciting any business or incurring any obligation not specified herein.

(b) This Agreement is not a license to use any of Seller's software. If the Goods or Services involve the provision of software, such provision shall be governed by the terms of a separate software license agreement. To the extent such agreement contains additional or inconsistent terms and conditions, such terms and conditions shall prevail over this Agreement.

20. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or by reason of these Terms.

21. GOVERNING LAW. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to its conflict of law provisions or rules.

22. SUBMISSION TO JURISDICTION. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts located in the Commonwealth of Massachusetts and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

23. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), electronic mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. SURVIVAL. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranty, Limitation of Liability, Indemnification, Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

26. AMENDMENT AND MODIFICATION. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

## Charles River Analytics End User License Agreement (v1.3)

This End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Charles River Analytics, Inc. ("**Company**"). This Agreement governs your use of the Charles River software programs and/or mobile applications, (including all related documentation, the "**Software**") detailed in the attached Quote. The Software is licensed, not sold, to you. This Agreement may be amended, modified, or supplemented from time to time without notice by Company.

COMPANY PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY EXECUTING THE QUOTE YOU (A) ACCEPT THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND LEGALLY CAPABLE OF ENTERING INTO A BINDING AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, COMPANY WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST NOT DOWNLOAD/INSTALL/USE THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF COMPANY'S SOFTWARE.

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License Restrictions. You shall not: (a) copy the Software, except as expressly permitted by this license; (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software; (c) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs; (d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; (e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Software, including any copy thereof; (f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time; (g) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software; (h) use the Software in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments; (i) use the Software in violation of any law, regulation, or rule; or (j) use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Company's commercial disadvantage.

Responsibility for Use of Software. The End User is responsible and liable for all uses of the Software through access thereto provided by the End User, directly or indirectly. End User is responsible and liable for all actions and failures to take required actions with respect to the Software by any other person to whom the End User may provide access to or use of the Software, whether such access or use is permitted by or in violation of this Agreement.

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS EXCLUSIVELY WITH THE END USER. ANY DATA GENERATED OR PROCESSED BY THE SOFTWARE IS THE END USER'S SOLE RESPONSIBILITY. END USER MUST VERIFY ANY SUCH DATA AND PUT ALL APPROPRIATE AND NECESSARY PRECAUTIONS IN PLACE PRIOR TO USING THE DATA IN ANY WAY. COMPANY IS NOT RESPONSIBLE FOR THE QUALITY OF DATA GENERATED OR PRODUCED BY THE SOFTWARE, AND IS NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF DATA THAT MAY BE SUSTAINED BY THE END USER.

Company does not manufacture, sell, or otherwise distribute medical devices. The accuracy of the data collected and presented through the Software is not intended to match that of medical devices or scientific measurement devices. If you rely on any data generated or processed by the Software, you do so solely at your own risk. Company is not responsible for the accuracy, reliability, availability, effectiveness, or correct use of information and data you receive through use of the Software. THE SOFTWARE IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. If you have a medical condition, consult your doctor before using the Software. If you experience a medical emergency, stop using the Software and consult with a medical professional.

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Collection and Use of Your Information. You acknowledge that when you download, install, or use the Software, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your use of the Software. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Software or certain of its features or functionality. By downloading, installing, using, and providing information to or through this Software, you consent to all actions taken by Company with respect to your information.

Updates. Company may from time to time in its sole discretion develop and provide Software updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates and related documentation will be deemed Software, all subject to all terms and conditions of this Agreement.

Third-Party Materials. The Software may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. The Software may include Open-Source Components. Any use of the Open-Source Components by the End User shall be governed by, and subject to, the terms and conditions of the Open-Source License(s).

Term and Termination. The term of this Agreement commences when you download/install/use the Software and acknowledge your acceptance of this Agreement by EXECUTING THE QUOTE and using the Software and will continue in effect until terminated by you or Company as set forth herein. You may terminate this Agreement by ceasing to use and destroying all copies of the Software. This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Company reserves the right to suspend or deactivate your account or your access to certain aspects of the Software, or to terminate this Agreement, at its sole discretion, if you fail to pay any amount when due under this Agreement. Upon termination all rights granted to you under this Agreement shall also terminate and you must cease all use of the Software and delete all copies of the Software. Termination will not limit any of Company's rights or remedies at law or in equity.

Disclaimer of Warranties. THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO

YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR THE CONTENT AND SERVICES FOR PERSONAL INJURY; PROPERTY DAMAGE; LOST REVENUES OR PROFITS; COST OF SUBSTITUTE GOODS OR SERVICES; LOSS OF DATA; LOSS OF GOODWILL; BUSINESS INTERRUPTION; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO COMPANY PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE THAT IS THE SUBJECT OF THE CLAIM.

THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF THE END USER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Software or your breach of this Agreement, including but not limited to the content you submit or make available through this Software.

Export Regulation. The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to its conflict of law provisions or rules.

Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM END USER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

Entire Agreement. This Agreement constitutes the entire agreement between you and Company with respect to use of the Software and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to use of the Software.