

## **Metworx End User License Agreement (EULA)**

This End User License Agreement (“EULA”) governs your use of the Metworx platform and any associated components or services (the “Platform”) currently provided or which will be provided by Metrum Research Group, Inc. (“MetrumRG”). The Platform is a proprietary framework owned and operated by MetrumRG, and is being made available to you (“You” or “User”) pursuant to the Agreement (as defined below). This EULA sets the basis on which MetrumRG makes the Platform available to You and on which You may use the Platform.

If You do not agree to the terms of this EULA, do not use the Platform (including, without limitation, launching Metworx workflows). If You participate in a free evaluation trial, this EULA will also govern that free trial.

Capitalized terms used in this EULA without definition shall have the meanings specified in the Metworx PaaS Agreement (the “Agreement”) between MetrumRG and your institution (the “Licensee”).

### **1. Terms of Use**

During the Term and subject to the terms of the Agreement, and further provided that you are authorized as a “User” by Licensee to use the Platform, MetrumRG hereby grants to You a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license to access and use the Platform, together with all enhancements, future versions, modifications and other improvements thereto, solely for internal business use to conduct data analysis. Any other usage restrictions for your access of the Platform will be as set forth in the Agreement, including any Price Quotation(s).

You shall not:

- 1.1.1. Reproduce, copy, redistribute, sell, lease, sub-license, transfer, create derivative works or in any other fashion re-use the Platform without prior written consent of MetrumRG;
- 1.1.2. Disassemble, decompile or otherwise reverse engineer the Platform, or access, derive, display or publish the underlying source code;
- 1.1.3. Use the Platform for any purpose that is illegal, fraudulent, harmful or otherwise contrary to any law, regulation, regulatory code or any written instruction from MetrumRG (including, without limitation, this Agreement);
- 1.1.4. Knowingly introduce trojans, viruses, worms, logic bombs or other code or material that is malicious or technologically harmful or attack the Platform via spamming, flooding, denial of service attack, distributed denial of service attack or other means;
- 1.1.5. Use the Platform in any manner that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Platform or which would otherwise constitute a breach of this Agreement;
- 1.1.6. Tamper with, or attempt to gain unauthorized access to, the Platform or probe, scan or test the vulnerability of the Platform;
- 1.1.7. Attempt to obtain, or assist third parties other than the Users in obtaining, access to the Platform other than as provided in this Agreement.
- 1.1.8. Share Your account login credentials with other users or lend, rent or lease your

access to the Platform to another individual, or any third party or agent; and/or

- 1.1.9. When accessing the Platform through an academic institution, use the Platform for commercial purposes (applicable to Users from academic institutions that have licensed the Platform for academic purposes only).

MetrumRG may in its sole discretion suspend Your right to access or use the Platform immediately upon notice to You or Licensee if MetrumRG determines in its sole discretion that the use of the Platform by You (x) poses a security risk, (y) is connected with service attacks, spamming, misappropriation of third-party rights, illegal activity or may otherwise subject MetrumRG or its affiliates to any liability or (z) constitutes a breach of this EULA. MetrumRG shall not be liable for actions initiated by MetrumRG pursuant to this paragraph.

## 2. Ownership and Intellectual Property Rights

MetrumRG shall retain all right, title and interest in and to the Platform and any materials furnished by MetrumRG, its Confidential Information and all of its other intellectual property, and any and all enhancements, variations, improvements and modifications made thereto. The Platform is protected by trademark and copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

You hereby acknowledge and agree that, to the extent that You provide any feedback, comments, suggestions or ideas regarding the Platform (“Feedback”), MetrumRG shall have all right, title and interest in and to such Feedback and shall be entitled to freely incorporate any such Feedback into any enhancements, variations, improvements, modifications or subsequent versions of the Platform or any new products, services or derivative works based thereon.

## 3. Access

Except as otherwise set forth in the Agreement, access to the Platform is managed by the Licensee. If the Licensee’s subscription to the Platform is terminated, reduced, restricted or suspended, your access to the Platform will be correspondingly terminated, reduced, restricted or suspended. MetrumRG will use commercially reasonable efforts to retain any and all data for a period of thirty (30) days following expiration or termination of the Agreement. Prior to termination of the Agreement, You will extract any and all data from the Platform that You wish to retain to avoid data abandonment and data loss.

## 4. Availability

Users must provide their own Internet connection to access Metworx. Metworx services are available to Users via a web browser. Users must also provide additional login information as required by any third party software used in conjunction with the Platform.

## 5. Support

MetrumRG will provide Users with technical support as set forth in the Agreement. MetrumRG will provide technical support for issues that impact access to the Platform, availability, and operability as set forth in the Agreement. Problem reporting shall be made via the Platform interface. Support for other software (computational tools, compilers, statistical analysis, third party software) is not provided.

## 6. Changes

From time to time, MetrumRG may make changes to the terms of this EULA. Changes that are insignificant or apply to new feature(s) or functionality will be effective immediately upon posting or, if notified by email, as stated in the email message. Substantial changes to existing terms will become effective 30 days after notification in writing to User, including by email. If You do not agree to the changed or revised terms, You must stop using the Platform. By continuing to access the Platform after the effective date of any change to this EULA, You agree to be bound by the changed terms.

## 7. Limitations of Liability

Except as otherwise agreed to in writing between MetrumRG and the Licensee, in no event shall MetrumRG be liable for any damages User, Licensee or any third party incur, including, without limitation, lost profits, business interruption, or lost information, arising out of User's use of or inability to use the Platform, including, but not limited to, deletion of workflows, deletion of disks and abandonment of data and files left on the Platform upon termination. In no event will MetrumRG be liable for loss of data or for indirect, special, incidental, consequential (including lost profit), or other damages based in contract, tort or otherwise. Users agree to defend and indemnify MetrumRG and hold MetrumRG harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from User's use of the Platform or violation by You of this EULA.

## 8. Privacy; Use of Data; Data Storage

You acknowledge and agree that MetrumRG may collect usage data gathered in connection with Your use of the Platform solely for MetrumRG's internal data usage, including without limitation the purpose of calculating and verifying the fees applicable to Licensee's use of the Platform, providing support services, communicating with Users, or for maintaining or improving the Platform.

You shall not rely upon the Platform as a primary form of data storage and understand and agree that You will maintain elsewhere in Your control copies of all data uploaded to the Platform unless MetrumRG and Licensee have agreed otherwise in writing. MetrumRG's obligations with respect to lost or damaged data are limited to the restoration of data from the most recently available snapshot. MetrumRG is not responsible for damages from loss of data (including without limitation any costs of reconstruction).

MetrumRG will use commercially reasonable efforts to protect against unauthorized access to the Platform and will operate in conformance with the security and operating policies of MetrumRG in effect from time to time.