

MASTER SERVICES AND LICENSE AGREEMENT



This MASTER SERVICES AND LICENSE AGREEMENT (the “**Agreement**”) is made and entered into as of [_____, ____], 2025, (the “**Effective Date**”) by and among Condor Software, Inc., a corporation organized under the laws of the State of Delaware (“**Condor**”), and [_____, ____], a [_____, ____], with an address at [_____, ____] (the “**Client**”).

WHEREAS, Condor is a provider of a financial platform software system for producing clinical trial financial management (the “**Software**”), which it makes available on a software as a service (“**SaaS**”) basis via app.condorsoftware.com, and desires to provide the SaaS Services (as defined herein) in connection with Condor’s clinical trial financial management process. Condor and the Client have agreed that Condor shall provide the Client such SaaS Services pursuant to the terms and conditions hereof; and

WHEREAS the Client also desires to license such software as a service from Condor for use in connection with the administration of its clinical trials, and Condor desires to grant a license to such software as a service pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth below, the parties hereby agree as follows:

- 1. License Grant.** Subject to the terms and conditions of this Agreement, Condor hereby grants to the Client during the Term of this Agreement a limited, non-exclusive, non-sublicensable and non-transferable (except as permitted in Section 15) license for its employees and Permitted Contractors to (a) access and use the Software solely in connection with its administration of the specified clinical trial(s) set forth in a Work Order as defined in Section 3 (each, a “**Clinical Trial**”), (b) use associated documentation provided by Condor (including Condor’s user manuals, handbooks, training manuals or information, and/or end user documentation relating to the Software that Condor provides or makes available to the Client in any form or medium which describe the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, or use of the Software) (“**Documentation**”) in order to use the Software pursuant to this Agreement, and (c) access and use any additional services provided by Condor related to implementation, hosting, management, support and operation of the Software for remote access and use by the Client if and to the extent described in an executed Work Order (hereinafter, “**SaaS Services**”). The Client may permit contractors (each, a “**Permitted Contractor**”) to access and use the Software solely on behalf of the Client in connection with the Client’s Clinical Trials; provided that Client (i) shall ensure that each Permitted Contractor complies with the terms of this Agreement and (ii) shall be responsible for, and be liable to Condor for, each Permitted Contractor’s acts or omissions in accessing and using the Software under this Agreement.
- 2. License Restrictions.** Except as this Agreement expressly permits, the Client shall not, and shall not permit any other person to: (a) copy the Software, in whole or in part; (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation to any third

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party; (d) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the formula or operational code of the Software, in whole or in part; (e) knowingly use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (f) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing product or service, including one solely intended for the Client's use; or (iii) any other purpose that is intended to be to Condor's detriment or commercial disadvantage

3. **SaaS Services.** In connection with the license grant in Section 1, Condor shall provide the SaaS Services (including related support, as described herein) for the Clinical Trials. The addition of each Clinical Trial to this Agreement shall be separately negotiated and executed in writing on terms and in a form substantially similar to what is attached hereto as **Exhibit A** (each such writing, a "**Work Order**"). Work Order #1, which has been agreed upon by the parties as of the Effective Date, is attached hereto as **Exhibit A**. Each Work Order shall incorporate and be subject to all of the terms and conditions of this Agreement. To the extent any terms or provisions of a Work Order conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except where this Agreement expressly permits the terms and provisions of Work Orders to prevail over the terms and provisions of this Agreement on a particular matter.

4. Intellectual Property Rights.

Background. All right, title and interest in and to the Software and Documentation, including any and all updates and improvements thereto, and all intellectual property rights therein shall at all times remain with Condor. The Client is not obligated to provide any feedback to Condor regarding the Software or Documentation. Notwithstanding the foregoing, if the Client shall provide such feedback to Condor, Condor shall have the right to use any such feedback in any manner, without any confidentiality or other obligations to the Client. Except as expressly provided herein, nothing in this Agreement will be construed to confer any ownership, interest, license or other rights upon the Client by implication or estoppel.

System Data. All trending and other historical data logged or collected by the Software, including diagnostics reports, performance data and/or error log files ("**System Data**") shall be solely owned by and be the Confidential Information (as defined in Section 8) of Condor and may be routinely collected (including by remote access) by Condor from time to time at its sole discretion for both preventative and diagnostic services to be performed on the Software. System Data shall not include any Client Data (as defined below). Condor will have no obligation to analyze such System Data or to notify the Client of any issues arising in connection with any Software that may have been discernable from such System Data, and shall have the right to use such System Data in its aggregate form in a non-attributed manner that does not identify the Client solely for Condor's business purposes, including auditing and improving performance of Condor's products and services, .

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Client Data. All right, title and interest in and to all data or information provided by or uploaded on behalf of Client to the Software or SaaS Services (except for feedback regarding the SaaS Services and System Data), including, any individually identifiable health information, and all intellectual property and other rights therein (collectively, “**Client Data**”) shall at all times remain with the Client. It is understood that anonymous client data may be used by Condor for benchmarking purposes in the future.

Client Cooperation and Notice of Infringement. Client shall, during the Term:

- (a) take all commercially reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access;
- (b) at Condor’s expense, take all such steps as Condor may reasonably require to assist Condor in maintaining the validity, enforceability and Condor’s ownership of the intellectual property rights in the Software and Documentation; and
- (c) promptly notify Condor in writing if the Client becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of Condor’s intellectual property rights in or relating to the Software or Documentation; or (ii) any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition thereof, in whole or in part, infringes, misappropriates or otherwise violates the intellectual property rights or other rights of any person.

- 5. Annual Subscription and Services Fees.** In consideration of the rights and services granted hereunder, the Client shall pay to Condor (i) a non-refundable upfront fee (the “**Upfront Fee**”) for each Clinical Trial added by an executed Work Order; (ii) an annual subscription fee (the “**Annual Subscription Fee**”) and (iii) professional service fees (the “**Services Fees**”) to Condor, in each case of (i), (ii) and (iii) as set forth in the applicable Work Order. The Upfront Fee, Annual Subscription Fee and Services Fees set forth above may include applicable VAT or other sales taxes if and when applicable. Without limiting the foregoing, the Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by the Client hereunder, other than any taxes imposed on Condor’s income. Any portion of the Upfront Fee, Annual Subscription Fee and Services Fees that is not paid when due will accrue interest at 1.5% per month calculated daily and compounded monthly or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. The Client shall reimburse Condor for all reasonable costs incurred by Condor in collecting any late payment of amounts due or related interest, including attorneys’ fees, court costs, and collection agency fees. If Client’s failure to pay any fees due continues for sixty (60) days following written notice thereof, Condor may: (i) disable the Client’s use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement for material breach under Section 14. All amounts payable to Condor under this Agreement shall be paid by the Client to Condor in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

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6. **Support and Service Level Agreements (SLAs).** Condor will also provide support to the Client in respect of use of the Software and SaaS Services, pursuant to the terms set forth in **Exhibit A**.

Reference Condor's [Service Level Agreements \(SLAs\)](#) for More Information

7. **Infringement of Third Party Rights.** To Condor's knowledge, neither the Software, SaaS Services, nor the Documentation shall infringe or misappropriate the intellectual property rights of any third party.

8. **Confidentiality.**

Confidential Information. The parties acknowledge that confidential information may be exchanged between the parties during the course of this Agreement. For the purposes hereof, "**Confidential Information**" shall mean all technological or business information regarding the business of the parties. As between the parties, Client's information entered into the Software and all Client Data shall be the Confidential Information of the Client. All information regarding the Software and Documentation and the operation thereof shall be deemed the Confidential Information of Condor. The commercial terms of this Agreement shall be deemed the Confidential Information of each party.

Exclusions. With exception of personally identifiable information, which shall always remain "Confidential Information," the foregoing restrictions shall not apply to specific information which the receiving party can show (a) is in, or enters, the public domain otherwise than by reason of a breach hereof by the receiving party; (b) was known by the receiving party prior to the disclosure thereof as evidenced by written documentation; (c) is legally transmitted or disclosed by a third party which owes no obligation of confidentiality in respect of such information; (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information as evidenced by written documentation. Further, each party may disclose the other party's Confidential Information to the minimum extent needed to comply with applicable law or regulation, *provided* that the receiving party provides the disclosing party with prompt notice of such requirement so that the disclosing party can seek a protective order or other remedy. The receiving party shall provide reasonable assistance to the disclosing party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the disclosing party waives compliance or, after providing the notice and assistance required under this Section 8, the receiving party remains required by law to disclose any Confidential Information, the receiving party will disclose only that portion of the Confidential Information that, on the advice of the receiving party's legal counsel, the receiving party is legally required to disclose. Upon termination of the Agreement, the receiving party shall immediately return all Confidential Information provided by the disclosing party, and any copies of such information. For the avoidance of doubt, in no event shall Condor be allowed to restrict, withhold or otherwise prevent Client from accessing or retrieving any of its Confidential Information or Client Data hosted on the SaaS Services.

Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the receiving party shall:

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- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted under the terms and conditions of this Agreement, not disclose or permit access to Confidential Information other than to its employees, officers, consultants, agents, independent contractors, service providers, and legal advisors (“**Representatives**”) who: (i) need to know such Confidential Information for purposes of the receiving party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the receiving party’s obligations under this Section 8; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8;
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the disclosing party of any unauthorized use or disclosure of Confidential Information and cooperate with disclosing party to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives’ compliance with, and be responsible and liable for any of its Representatives’ non-compliance with, the terms of this Section 8.

Notwithstanding any other provisions of this Agreement, the receiving party’s obligations under this Section 8 with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the receiving party or any of its Representatives.

- 9. **Compliance with U.S. Data Privacy Laws.** Reference Condor’s [Trust page on Compliance with U.S. Data Privacy Laws](#) for more information.
- 10. **Data Processing and Compliance with European Data Protection Laws.** Reference Condor’s [Trust page on Data Processing and Compliance with European Data Protection Laws](#) for more information.
- 11. **Client Representations.** The Client represents and warrants that: (i) it has all necessary rights to provide Client Data to Condor for purposes of providing the SaaS Services and as otherwise set forth in this Agreement; and (ii) in the context of this Agreement, it is not acting as a “covered entity” or “business associate,” as such terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended.
- 12. **Limitations of Liability.** REGARDLESS OF ANY OTHER PROVISIONS IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONDOR DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ATTORNEY AND EXPERT FEES, AND COURT

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COSTS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OR USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE SAAS SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF TECHNOLOGY, LOSS OF DATA, LOSS OF CONTENT, OR INTERRUPTION OR LOSS OF USE DAMAGES AND, IN EACH CASE, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, CONDOR'S MAXIMUM LIABILITY SHALL NOT EXCEED THE FEES PAID BY THE CLIENT UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

13. Warranty; Disclaimer.

- (a) Each Party warrants and represents as follows: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (iii) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder; (iv) its performance under this Agreement shall comply with all applicable laws, rules and regulations.
- (b) Condor warrant and represents as follows: (i) the Software shall operate in material accordance with the Documentation; and (ii) to the knowledge of Condor, neither the Software nor the SaaS Services contain or will introduce into any Client system or network, any Harmful Code. For purposes of this Agreement, "**Harmful Code**" means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices, or any other similar harmful, malicious, or hidden procedures, routines or mechanisms. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS-IS". EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONDOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONDOR DOES NOT WARRANT THAT THE SOFTWARE AND/OR THE SAAS SERVICES WILL MEET THE CLIENT'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME OR BE ERROR FREE.

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14. Term and Termination. Subject to the provisions of this Section 14, the term of this Agreement shall commence as of the Effective Date and shall continue for five (5) years unless earlier terminated pursuant to this Section 14 (the “**Term**”); however, in the event a Work Order is in effect, the SaaS Services will continue to the expiration of the respective Work Order, unless terminated as provided herein. This Agreement will automatically renew for successive one (1) year terms so long as each Clinical Trial continues, unless earlier terminated pursuant to this Section 14 or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. Renewal pricing will be based on the pricing established by Condor at the time of renewal, subject to any agreed-upon pricing caps or adjustments outlined in the associated Work Order. Notwithstanding the foregoing: (a) Condor may terminate this Agreement effective upon written notice to the Client if the Client fails to pay any amount when due under this Agreement, where such failure continues more than thirty (30) days after Condor’s delivery of written notice thereof; and (b) either party may immediately terminate this Agreement upon the occurrence of a material breach or default as to any obligation hereunder by the other party and the failure of such breaching party to remedy such breach within thirty (30) days after receiving written notice thereof from the non-breaching party, any such termination becoming immediately effective upon the giving of written notice of termination. Upon expiration or termination of this Agreement: (i) the Client shall cease access to and use of the SaaS Services, including the Software and Documentation; (ii) all rights, licenses and authorizations granted to the Client hereunder will immediately terminate; (iii) at Condor’s written request, the Client shall promptly destroy, and permanently erase from all devices and systems the Client directly or indirectly controls, the Software, the Documentation and Condor’s Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; (iv) the Client will certify to Condor in a signed written instrument that it has complied with the requirements of this Section 14; (v) with the exception of termination of this Agreement for cause due to Condor’s failure to cure any defect or malfunction of the Software, in which event the Client shall be relieved from any due amounts owed to Condor as of the date of termination and all amounts payable by the Client to Condor of any kind are immediately payable and due no later than thirty (30) days after the termination of this Agreement; and (vi) Condor shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data in its systems or otherwise in its possession or under its control, provided, however, that (x) Condor provides the Client with written notice confirming the destruction of such Results and (y) Condor may use in perpetuity any data which is derived from Results but does not identify Client, any users, or any specific individually identifiable health information, or third party. Sections 2 (License Restrictions), 4 (Intellectual Property Rights), 8 (Confidentiality), 9 (Personal Information), 10 (Data Processing and Compliance with European Data Protection Laws) 12 (Limitation of Liability), 13 (Warranty; Disclaimer), 17 (Indemnification), 20 through 29 and this Section 14 shall survive the expiration or early termination of this Agreement for any reason.

15. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Condor may assign this agreement and all of its rights and

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obligations, without the Client's prior written consent, to Condor's successor in interest by way of merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. No assignment, delegation, or transfer will relieve either party of any of its obligations or performance under this Agreement. Any assignment in violation of the foregoing shall be void. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

16. Public Announcements and Marketing. Reference Condor's [Public Announcements and Marketing](#) page for more information.

17. Indemnification.

Condor Indemnification. Condor shall defend (at its sole expense) the Client and the Client's employees, officers, directors, partners, owners, shareholders, agents, consultants, attorneys, accountants and strategic advisors (the "**Client Indemnified Parties**") from and against any third party claims, and indemnify and hold harmless the Client Indemnified Parties from any damages arising there from and any reasonable attorneys' fees incurred therewith and any reasonable costs incurred by the Client of enforcing any right to indemnification hereunder, in each case in connection with: (a) an allegation that the Client's permitted use of the SaaS Services, the Software or the Documentation infringes, violates or misappropriates an intellectual property right of such third party; or (b) a breach by Condor of its obligations under this Agreement (including, without limitation, any breaches of, loss or damage to any Client Confidential Information (including Client Data) arising from such actions).

Client Indemnification. The Client shall defend (at its sole expense) Condor and Condor's employees, officers, directors, partners, owners, shareholders, agents, attorneys, accountants and strategic advisors ("**Condor Indemnified Parties**") from and against any third party claims, and indemnify and hold harmless Condor Indemnified Parties from any damages arising there from and any reasonable attorneys' fees incurred therewith, and any reasonable costs incurred by the Client of enforcing any right to indemnification hereunder, in each case in connection with: (a) an allegation that any intellectual property rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any Client Data as provided by Client (b) use of the Software or the Documentation by or on behalf of the Client or any of its Representatives that is outside the purpose, scope or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Condor's instructions; or (c) the Client's breach of its representations and/or warranties under this Agreement.

Indemnification Procedures. Each party shall promptly notify the other party in writing of any action for which such party believes it is entitled to be indemnified pursuant to this Section 17. The party seeking indemnification (the "**Indemnatee**") shall cooperate with the other party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such action and shall employ counsel reasonably acceptable to the Indemnatee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any action on any terms or in any manner that

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adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnitee's failure to perform any obligations under this Section 17 will not relieve the Indemnitor of its obligations under this Section 17, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

Mitigation. If the Software or SaaS Services, or any part thereof, is, or in Condor's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third party intellectual property right, or if the Client's use of the Software or SaaS Services is enjoined or threatened to be enjoined, Condor shall, at its sole cost and expense:

- (a) obtain the right for Client to continue to use the Software or SaaS Services as contemplated by this Agreement;
- (b) modify or replace the Software or SaaS Services, in whole or in part, to seek to make the Software or SaaS Services non-infringing, while providing materially equivalent features and functionality, and such modified or replacement Software or SaaS Services will constitute Software or SaaS Services under this Agreement; or
- (c) if, after Condor's exercise of commercially reasonable efforts, none of the remedies set forth in this Section 17 are reasonably available to Condor, terminate this Agreement, in its entirety or with respect to the affected part or feature of the Software or SaaS Services, effective immediately on written notice to the Client, in which event: (i) the Client shall cease all use immediately on receipt of the Client's notice; and (ii) provided that the Client fully complies with its post-termination obligations set forth in Section 14, Condor shall promptly refund to the Client, on a pro rata basis, the share of any license fees prepaid by Client for the future portion of the Term that would have remained but for such termination.

Notwithstanding the foregoing, Condor shall have no obligation for any claim of infringement arising from: (1) any combination of the Software with programs not supplied by Condor, where such infringement would not have occurred but for such combination; (2) the adaptation or modification of the Software, where such infringement would not have occurred but for such adaptation or modification; or (3) the use of the Software in a manner for which it was not designed or intended or which is not permitted hereunder, where such infringement would not have occurred but for such use.

Sole Remedy. THIS SECTION 17 SETS FORTH THE CLIENT'S SOLE REMEDIES AND CONDOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR THE DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

18. Hosting on Amazon Web Services. Reference Condor's [Trust page on Hosting on Amazon Web Services](#) for more information.

19. Information Security Standards. Condor shall maintain adequate information, security standards and controls sufficient for protection of the Software and the Client Data.

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Reference Condor's [Trust page on Information Security Controls and Technical and Organizational Measures over Condor's Software](#) for more information.

20. Force Majeure.

No Breach or Default. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term herein, when and to the extent such failure or delay is caused by any circumstances beyond that party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party will give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event. In the event that a Force Majeure Event prevents Condor from performing its obligations under this Agreement for a period of thirty (30) days or more, Client may terminate this Agreement upon written notice to Condor.

21. Relationship of Parties. This Agreement shall not be construed to create any relationship of employment, association, agency, partnership or joint venture between Condor and the Client, nor shall it be construed to create any relationship other than that of independent contractor between Condor and the Client.

22. Notices. Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such addressee party may designate from time to time in accordance with this Section 22):

If to Condor: 401 W A Street, Suite 200
San Diego, CA 92101

Email: Info@condorsoftware.com
Attention: Jennifer Kyle

If to Client: []

Email: []
Attention: []

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Notices sent in accordance with this Section 22 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; and (c) when sent, if by email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours.

- 23. 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 will confer on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 24. Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, USA. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the United States District Court, Southern District of California or the courts of the State of California in each case located in the County of San Diego, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.
- 25. Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 4 or Section 8 of this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
- 26. Attorney Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- 27. Interpretation.** For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices to, this Agreement; (y) to an agreement, instrument or other document means such agreement or other document as amended, supplemented and modified from time to time to the extent permitted by the

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provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

28. Miscellaneous. This document together with its Exhibits Work Orders, and any separate non-disclosure agreement (“**NDA**”) between the parties constitutes the entire and sole agreement and understanding between the parties hereto with respect to the subject matter hereof. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. The failure of any party to enforce any provision shall not affect the rights of any party thereafter to enforce such provision in accordance with its terms. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances, such provision shall be interpreted to give it the maximum effect possible under applicable law, and the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy.