

This **SAAS SUBSCRIPTION TERMS AND CONDITIONS** ("Agreement") is entered into by and between Sci-Tx Ltd and Customer (collectively, the "Parties"), and establishes the terms under which Customer may use certain Sci-Tx Ltd SaaS services and/or receive certain consulting services under Orders governed by this Agreement. Defined terms in this Agreement are defined at bottom.

Note that this Agreement cannot be changed without a mutually signed amendment. Sci-Tx Ltd shall not in any way change the terms. Any Orders placed under this version of the Agreement may only be modified by a mutually signed amendment.

1. Provision of the SaaS Service.

Access. During the Subscription Term, and subject to the Order and Agreement terms, Sci-Tx Ltd will provide the access to the "Sci-Cal" SaaS Service on a non-exclusive, non-transferable, non-sublicensable basis, in exchange for the Subscription Fees. Customer's use is solely for its own internal business operations. The "Sci-Cal" SaaS Service will materially conform to the features and functionality stated in the www.sci-cal.co.uk website. Sci-Tx Ltd will provide hosting availability, support services, security measures, and other services as described in the www.sci-cal.co.uk website.

Authorized Users. Customer is responsible for all activity by Authorized Users in connection with the SaaS Service, including compliance with the Agreement and Order.

Limitations. Customer will not (a) rent, lease, sublease, sublicense, transfer, assign or otherwise allow third party access (other than Authorized Users) to the "Sci-Cal" SaaS Service; (b) copy, modify or create derivative works based on the SaaS Service or Documentation (for the sake of clarity, inputting Customer Data is not considered a creation of a derivative work); (c) access or use the SaaS Service except as expressly permitted under this Agreement, (d) build any competitive product or service; or (e) use the SaaS Service in an unlawful manner. If Customer does not comply with the foregoing restrictions or Order terms Sci-Tx Ltd may suspend Customer's access until compliance occurs.

Sci-Tx Ltd reserves the right to take steps reasonably necessary to protect the security, integrity or availability of the "Sci-Cal" SaaS Service, notwithstanding anything to the contrary in the Agreement.

Sci-Tx Ltd is for purposes of this section entitled to monitor Customer's use of the "Sci-Cal" SaaS Service.

2. Data Protection.

Sci-Tx Ltd employs reasonable Amazon security technologies in providing the SaaS Service. As a data processor, Sci-Tx Ltd will use technical and organizational measures to protect personal data processed in the SaaS Service pursuant to applicable data protection law.

3. Intellectual Property & Ownership.

Customer Data. As between Sci-Tx Ltd and Customer, Customer owns all rights in Customer Data. Sci-Tx Ltd may host, copy, process, transmit and display Customer Data as reasonably necessary to provide the SaaS Service to Customer or as otherwise provided in this Agreement.

SaaS Service. The "Sci-Cal" SaaS Service (and any modifications or derivatives thereto) and all Deliverables, are and shall remain the sole property of Sci-Tx Ltd, including all IPR therein and thereto. Accordingly, if Customer elects in its sole discretion to give Sci-Tx Ltd any feedback specifically relating to the "Sci-Cal" SaaS Service ("Feedback"), Customer grants to Sci-Tx Ltd a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate and use, commercialize and distribute such Feedback within the SaaS Service.

4. Billing & Payment.

Fees. The customer will be required to complete a direct debit mandate, Standing Order or agreed payment method via Sci-Tx Ltd appointed pay gate. The Customer will pay the applicable fees set forth in the order placed in the order-stated currency. Unless the Order otherwise states, Customer will pay such Fees within thirty (30) days after the date subscription sign up. All Fees are non-cancellable, and fees paid are non-refundable unless otherwise provided in this Agreement. Late payments will bear interest at the lesser of one and one-half percent (1½%) per month above current BOE interest rate, or the maximum rate allowed by law. Customer will reimburse Sci-Tx Ltd for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. If Customer does not comply with the subscription payment terms Sci-Tx Ltd may suspend Customer's access until compliance occurs.

Dispute. If Customer disputes the invoice accuracy in good faith, Customer shall (a) provide Sci-Tx Ltd with notice and reasonable detail of the dispute before the invoice due date, and (b) pay the undisputed portion by the invoice due date.

Taxes. All Fees are exclusive of all applicable taxes related items, and Customer is responsible for payment of all such items, excluding taxes based solely on Sci-Tx Ltd income.

5. Term & Termination.

Term of the Agreement. By subscribing to our Services, you are agreeing to pay the agreed recurring periodic subscriptions for a minimum 36-months from the date of subscription sign up. You can cancel your subscription at any time. Cancellation within the minimum 36-month period, the customer will be liable for the entire subscription fees pro rata up to the to the 36-month period. Customer will not be charged for any cancellation upon completion of the minimum subscription period. The Customer is required to provide Sci-Tx Ltd twelve weeks' notice of cancellation. The Customer can re-subscribe at any time following a cancellation, but we reserve the right not to permit re-subscription where we have previously elected to terminate a subscription.

Term of Order. Each Order for SaaS Service will specify the Subscription Term of the SaaS Service.

Termination for material breach. A party may terminate an Order (a) upon the other party's material breach of the Order that remains uncured for thirty (30) days after receiving a reasonably detailed written notice electronic or otherwise describing the breach.

Data at Expiration or Termination. At termination or expiration of this Agreement or Order, Sci-Tx Ltd may immediately deactivate Customer's account(s) and "Sci-Cal" SaaS Service access under the applicable Order. Solely during the thirty (30) day period after termination or expiration, Sci-Tx Ltd shall however grant a reasonable number of Authorized Users access to the SaaS Service for the sole purpose of retrieving any Customer Data that it wishes to retain and deleting any remaining Customer Data. Sci-Tx Ltd will offer Customer a download of data service onto a portable drive.

6. Representations & Warranties.

By Each Party. Each party represents and warrants that it has (a) the power and authority to enter into this Agreement, and (b) that to the best of its knowledge the entry into this Agreement and the delivery and performance of it does not violate the terms of any other legally binding agreement.

By Sci-Tx Ltd

Product Warranty. Sci-Tx Ltd warrants that, throughout the Subscription Term, the "Sci-Cal" SaaS Service will perform substantially in accordance with the applicable Documentation, and Sci-Tx Ltd shall not materially decrease the core functionality of the "Sci-Cal" SaaS Service. If a breach of the foregoing warranty occurs, Customer shall notify Sci-Tx Ltd by Written Notice of the specific way(s) in which the "Sci Cal" SaaS Service does not comply with the warranty. For a such breach Sci-Tx Ltd shall use reasonable efforts to correct such breach. If Sci-Tx Ltd does not correct the breach within sixty (60) days of the Written Notice, Customer may terminate the applicable subscription within the next thirty (30) days (by providing Written Notice of termination). In case of such termination, Sci-Tx Ltd will refund per Section 5, pro-rated from the date of the notice of breach. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the SaaS Service that is made or caused by or on behalf of anyone other than Sci-Tx Ltd. The foregoing remedy is the sole and exclusive remedy for a breach of this Section.

Malicious Code. Sci-Tx Ltd warrants that, to the best of its knowledge, the "Sci-Cal" SaaS Service is free from, and Sci-Tx Ltd shall not knowingly or intentionally introduce software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm ("Malicious Code"). Customers agree to not knowingly or intentionally introduce a Malicious Code. If the parties detect any such Malicious Code in the "Sci-Cal" SaaS Service, or having been sent from Customer's systems to the "Sci-Cal" SaaS Service, the parties will cooperate to eliminate such Malicious Code as promptly as reasonably practicable.

By Customer. Customer represents and warrants that it has obtained all necessary consents and permissions from data subjects for the submission and processing of personal data before submission of that personal data to the Sci-Tx Ltd "Sci-Cal" Service.

WARRANTY DISCLAIMERS. EXCEPT FOR WARRANTIES STATED IN THIS SECTION 6, NO OTHER REPRESENTATIONS AND WARRANTIES ARE MADE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT DATA OR TRANSMISSIONS WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED. NEITHER PARTY IS RESPONSIBLE FOR RISKS INHERENT IN THE USE OF THE INTERNET.

7. Indemnification.

By Sci-Tx Ltd. Sci-Tx Ltd shall defend and indemnify Customer from and against any claims asserted by a third party against Customer based on an allegation that use of the SaaS Service in accordance with the Documentation, the Agreement and the applicable Order infringes such third party's IPR (collectively "Claims"). Sci-Tx Ltd shall pay all damages, costs, expenses (including reasonable attorney's fees and costs) awarded by a court against Customer relating to Claims. Sci-Tx Ltd shall have no obligation or liability for any Claims: (a) to the extent caused by Customer's or any Authorized User's use of the SaaS Service other than as permitted under this Agreement; (b) to the extent caused by the combination of the SaaS Service with any products, services, hardware, data, content, or business processes not supplied by Sci-Tx Ltd, to the extent the combination creates the infringement; or (c) to the extent caused by the alteration of the "Sci-Cal" SaaS Service by anyone other than Sci-Tx Ltd, or (d) to the extent caused by Sci-Tx Ltd compliance with Customer's specific instructions. If Sci-Tx Ltd

becomes aware of a Claim or Sci-Tx Ltd reasonably believes such a Claim will occur, Sci-Tx Ltd will, at its sole option either: (i) obtain for Customer the right to continue use of the "Sci-Cal" SaaS Service; or (ii) replace or modify the "Sci-Cal" SaaS Service so that it is no longer infringing; or, (iii) if neither (i) nor (ii) is reasonably available to Sci-Tx Ltd, terminate in good faith the "Sci-Cal" SaaS Service (but such termination shall not relieve Sci-Tx Ltd of the indemnification obligations set out in this Section 7) and refund to Customer a prorated amount per Section 5.

By Customer. Customer shall defend and indemnify Sci-Tx Ltd from and against any claims asserted by a third party against Sci-Tx Ltd based on (a) allegations that use of Customer Data infringes the IPR of a third party; or (b) Customer's failure to obtain consents and permissions from data subjects for the Customer's submission and processing of personal data in the "Sci-Cal" SaaS Service; or (c) a breach of Section 1. Customer shall pay all damages, costs, expenses (including reasonable attorney's fees and costs) awarded by a court against Sci-Tx Ltd relating to same.

Indemnity Process. Each Party's indemnification obligations are conditioned on the indemnified Party: (a) promptly giving written notice of the third-party claims to the indemnifying party; (b) giving the indemnifying party sole control of the defence and settlement of the third-party claims; and (c) providing to the indemnifying party all available information and assistance resulting from the thirdparty claims, at the indemnifying party's request and expense. The indemnified party may participate in the defence of the claims, at the indemnified party's sole expense (not subject to reimbursement). Neither party may settle any claim that includes a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought without that party's prior written consent. Neither party may admit liability for or consent to any judgment or concede or settle or compromise any third-party claims unless that admission or concession or settlement or compromise includes a full and unconditional release of the other party from all liabilities in respect of the thirdparty claim. Nothing in this Section shall restrict or limit a party's general obligation to mitigate losses he may suffer or incur as a result to an event that may give raise to a claim under indemnity.

THE FOREGOING ARE THE DEFENDING/INDEMNIFYING PARTY'S SOLE OBLIGATIONS, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDIES WITH RESPECT TO INDEMNIFICATION AND THE MATTERS ADDRESSED IN THIS SECTION 7.

8. Limitation of Liability.

Liability Cap. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID AND/OR DUE FROM CUSTOMER RELATING UNDER THE RESPECTIVE ORDER RELATING TO THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Liability Exclusions. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, IMPLIED, INCIDENTAL, CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE, PROFITS, OR USE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY STATED IN THIS SECTION 8 REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF THOSE LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

Exceptions. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 8 SHALL EXCLUDE OR LIMIT THE LIABILITY OF A PARTY FOR ANY OTHER LIABILITY (a) THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF APPLICABLE LAW (INCLUDING DEATH OR BODILY INJURY, OR FRAUD), or (b) related to a claim by a party ("Claimant") that the other party misappropriated Claimant's IP.

9. Confidentiality.

Customer and Sci-Tx Ltd will maintain the confidentiality of Confidential Information as defined below. The receiving party ("Recipient") of any Confidential Information of the other party ("Discloser") agrees not to use such Confidential Information for any purpose except as necessary to fulfil its obligations and exercise its rights under this Agreement, except as otherwise stated. The Recipient shall protect the secrecy of and prevent disclosure and unauthorized use of Discloser's Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event shall use less than reasonable care. The terms of this Confidentiality section shall survive termination or expiration of this Agreement. Upon termination or expiration of this Agreement, the Recipient will, at the Discloser's option, promptly return or destroy the Discloser's Confidential Information. A party may disclose the other party's Confidential Information to the extent required by any law or regulation.

"Confidential Information" means any proprietary information received by Recipient during, or prior to entering into this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure including the "Sci-Cal" SaaS Service and any non-public technical and business information (including pricing) of Discloser. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of this Agreement by Recipient; (b) is rightfully known by Recipient at the time of disclosure without an obligation of confidentiality to Discloser; (c) is independently developed by Recipient without use of Discloser's Confidential Information; or (d) Recipient rightfully obtains from a third party without restriction on use or disclosure.

10. Compliance with Anti Bribery and Anti-Slavery Laws.

Sci-Tx Ltd and the Customer both acknowledge their responsibilities in accordance with the Bribery Act 2010. Both Parties represent and covenant that they have not, and will not offer, give, solicit or accept any bribe from any person, organization or company with the intent to coerce or induce the other party or an employee or agent of the other party to act improperly in the course of their duties. In the event that either Party is found guilty of failing to prevent an act of bribery, or makes, offers or solicits a bribe from the other Party, then that Party's rights under this Agreement will be terminated immediately. Such termination will not affect Sci-Tx Ltd rights and remedies surviving termination of this Agreement. Customer will use reasonable efforts to promptly send Written Notice to Sci-Tx Ltd if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

Sci-Tx Ltd shall take reasonable steps to ensure that slavery and human trafficking (as such phrase is defined in section 54(12), Modern Slavery Act 2015) is not taking place in any of its supply chains or in any part of its own business. Sci-Tx Ltd shall, at the Customer's request, provide the Customer with a statement of such steps it has taken, together with such other information as the Customer may reasonably require in order to enable it to prepare a slavery and human trafficking statement in accordance with section 54, Modern Slavery Act 2015

11. General.

Notices. All notices relating a matter applicable to the Agreement or Order, must be sent by a party to the other party in English by express courier service, to the address specified in the applicable Order or as subsequently updated in writing ("Written Notice"). A Written Notice to Sci-Tx Ltd must include a copy to services@sci-tx.com.

Assignment. Neither party may assign or otherwise transfer an Order or this Agreement, without the other party's prior written consent (not to be unreasonably withheld, delayed or conditioned), except that a Party may assign this Agreement without the other Party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfil all of the assigning Party's obligations under this Agreement.

Force Majeure. If either Party is prevented from performing, obligations due to any cause beyond its reasonable control, e.g., war, riots, fire, earthquake, flood, hurricane, other natural disasters and acts of God, (collectively, "Force Majeure"), the affected Party's performance will be suspended for the resulting period of delay or inability to perform. If such Force Majeure lasts for more than thirty (30) days, the non-affected party may terminate the affected Order.

Governing Law; Venue. This Agreement will be governed by English law (without application of the conflicts of law provisions of any jurisdiction), and to the parties agree the exclusive jurisdiction and venue of the courts of London.

Miscellaneous. This Agreement comprises the entire agreement between Customer and Sci-Tx Ltd and supersedes all prior or contemporaneous proposals, quotes, negotiations, discussions, or agreements, whether written or oral, between the parties for services governed by the terms of this Agreement. This Agreement will be construed as if drafted by both parties and will not be strictly construed against either party. Reference to "include(s)" means including but not limited to. Any preprinted, unsigned terms on any Customer ordering documents (such as purchase order) will have no effect on the Order. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of that right or provision unless the waiver is in writing signed by the waiving party. No modification hereof will be effective unless in writing and signed by both parties. If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of that provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. In the event of any conflicts between this Agreement, any Order, the following order-of-precedence applies: the Order, then the Operational Practices, then the Agreement. Each party shall comply with the export laws and regulations of the U.K., USA and other applicable jurisdictions relating to the "Sci-Cal" SaaS Service. The Parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Customer and Sci-Tx Ltd as a result of this Agreement or use of the "Sci-Cal" SaaS Service or consulting services. If Sci-Tx Ltd uses a Subcontractor, Sci-Tx Ltd remains liable under the terms of this Agreement for performance by the Subcontractor.

12. Definitions

"Authorized User" means a person to whom access has been granted by Customer

"Consulting Services" means any consulting service(s) and deliverables provided by Sci-Tx Ltd using commercially reasonable efforts, as stated in an SOW.

"Customer Data" means any electronic data, information or material provided or submitted by Customer or Authorized Users to or through the SaaS Service for processing, and the outputs and modifications to that data obtained from such processing.

"Documentation" means the then-current standardized description in relation to the SaaS Service generally made available by Sci-Tx Ltd

"Intellectual Property Rights" (or "IPR") means patents, patent applications, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights and similar forms of protection.

"Operational Practices" means the standard practices and policies applicable to the "Sci-Cal" SaaS Service, including support services and security, which are found at www.sci-cal.co.uk

"Order" means a transaction document between www.sci-cal.co.uk and Customer identifying the SaaS Service(s) ordered by Customer, the Subscription Fees, and commercial details applicable to the order.

"SaaS Service" means the web-based 'Software-as-a-Service' 2Sci-Cal" technology platform and products as ordered by Customer under an Order.

"SOW" means an Order for Consulting Services.

"Subscription Term" means the subscription period(s) specified in the applicable Order.

"Subcontractor" means any subservice provider, contractor, consultant, or other third party, providing any portion of the SaaS Services or Consulting Services to be provided by Sci-Tx Ltd under this Agreement, but does not include third party application services providers who may offer integrated services but who contract directly with Customer prior to enabling such integrated service. Sci-Tx Ltd remains liable under the terms of this Agreement where it utilizes a Subcontractor.

Sci-Tx Ltd means the Sci-Tx Ltd entity specified in the Order including any Affiliates identified on such Order or Statement of Work.

END: