

Terms of Use Agreement

AI Marketplace platform - Beta version

The intent of these Terms of Use Agreement is to make you aware of general terms and conditions that apply to your use of the beta version of the Arterys Marketplace platform. Any Models or Content (as defined below) that you upload will be shared with other users to generate awareness of innovations in AI software and machine learning for healthcare. Accepting the terms and conditions of this Agreement will allow you to join a collaborative group of users, researchers, and developers who are pioneers in AI, cloud imaging, and data analytics.

TO ACCESS AND USE ARTERYS' MARKETPLACE PLATFORM, YOU MUST REVIEW AND ACCEPT THE TERMS OF THIS AGREEMENT BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THE TEXT.

ONCE ACCEPTED, THIS AGREEMENT BECOMES A BINDING LEGAL COMMITMENT BETWEEN YOU AND ARTERYS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT CLICK THE "I ACCEPT" BUTTON.

This Terms of Use Agreement (the "Agreement") is entered into as of the date you accept the terms of this Agreement (the "Effective Date") by and between Arterys Inc., a Delaware corporation, with its principal place of business at 51 Federal Street, Suite 305, San Francisco, CA 94107 ("Arterys" or "we") and you. The terms "you," and "your" will refer to you. If you are using Arterys' Marketplace Platform (as defined below) on behalf of a university, research institution, commercial entity, or other organization (an "Institution") or uploading any Content that is owned by an Institution, you are agreeing to this Agreement for that Institution and promising Arterys that you have the authority to bind that Institution to this Agreement (and, in which case, the terms "you" and "your" will refer to that Institution). If that Institution has a separate agreement with Arterys covering your account and use of the AI Marketplace, that agreement will govern your account and use of Arterys' AI Marketplace Platform in the event of a conflict with the terms and conditions of this Agreement.

Background

WHEREAS, Arterys has developed an online platform using its proprietary software to showcase and commercialize innovations in the field of AI software for healthcare, and Arterys is making the beta version of the platform available to users for evaluation purposes.

WHEREAS, You wish to use Arterys' Marketplace Platform to share AI software models and other innovations you have developed with other developers and to view and evaluate models developed by other users in a collaborative community or to upload images for analysis by the AI software models uploaded by other users.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. Definitions

- 1.1. "Account" means the user account you establish with Arterys prior to accessing the Marketplace. You must be over eighteen (18) years of age to set up an Account. Arterys' Privacy Notice available at <https://www.arterys.com/privacy/> shall apply to the information we collect from your Account.
- 1.2. "Content" means any data, software, Models (as defined below), algorithms, images, or innovations, or any written summaries, photographs, or drawings describing any data, data, software, algorithms, medical images, or innovations uploaded by a User (as defined below) or by Arterys whether on its own or on a User's behalf for the purpose of using the Marketplace.
- 1.3. "Credit(s)" mean virtual currency that can be used as tokens in exchange for Marketplace Platform services but that does not have any redeemable cash value. It is anticipated that a Credit system will be implemented in the commercially available version of the Marketplace Platform.
- 1.4. "De-identified Data" means data about individuals that has been de-identified by the User or by Arterys according to NISTIR 8053 such that individual names or identities are not identified.
- 1.5. "Model" means any machine learning software models, including data, software, code, algorithms, material images, text, and other information you upload.
- 1.6. "Marketplace Platform" means the software platform and related services hosted by Arterys and made available to Users under this Agreement.
- 1.7. "Term" is term of your license to use the Marketplace Platform as specified in your Account.
- 1.8. "User" means developers and the employees, agents, independent contractors, and other personnel of Institutions who have a valid Account to use and access the Marketplace Platform. "User" includes viewers who upload images for analysis by the Models uploaded by other Users.

2. Licenses granted to you

- 2.1. **Summary of User Rights.** Developer rights include the right to upload your own Models and other Content, and view, use, and evaluate the Models and other Content of other Users solely for nonproduction, testing purposes. Users who are not

developerd may upload images and other Content.

- 2.2. **License to Use Marketplace Platform.** Arterys shall, during the Term, provide the Marketplace Platform to you on, and subject to, the terms of this Agreement. Arterys will provide you with access to the Marketplace Platform installed on one or more servers hosted and operated by or for Arterys. Subject to the terms and conditions of this Agreement, Arterys hereby grants to you a non-exclusive, non-transferable, royalty-free right to access and use the Marketplace Platform during the Term solely for your internal research and evaluation purposes as follows:
- a. **License to Upload your Model(s).** You may upload one or more Models to the Marketplace Platform. You may update your Model(s) either by making changes to the version stored on the Marketplace Platform or by uploading an updated Model. You acknowledge and agree that Arterys will retain a version history of your uploaded Models.
 - b. **License to Upload Your Content.** You may upload medical images and other Content and use such Content with your Models or the Model of other Users to generate inference results.
 - c. **License to Use the Content of Other Users.** You may use the Marketplace Platform to test and evaluate your and others' Models that exist on the Marketplace Platform. For example: You and other Users would upload medical images; the Marketplace Platform would store those images and generate outputs (e.g. bounding boxes on the images, which can be viewed and interacted with via the web viewer of the Marketplace Platform).
- 2.3. **Restrictions.** You agree to use your Content and the Content of other Users and the Marketplace Platform only in accordance with this Agreement and your agree to comply with any additional terms or restrictions set forth in your Account. You agree that you shall not:
- a. Copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Content uploaded by other users or the Marketplace Platform;
 - b. Engage in "remixing" user behavior—i.e. you may not make developments based on Models others upload;
 - c. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the any Content of other Users or the Marketplace Platform available to any third party; or
 - d. Reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of any Model of other Users or the Marketplace Platform.
- 2.4. **Sharing Data; Other Options.** Arterys has developed a feature of the Marketplace Platform that consists of a mechanism whereby users who upload images to Models that are not theirs to generate inference results (e.g. bounding boxes around fractures on a hip x-ray) have the option to make their data available to developers—and/or Arterys—for training new and/or improved models that could ultimately power derivative products. The terms and conditions of this option may be obtained from Arterys at [email]. You may not download any Models or other Content that belongs to other Users. If you wish to enter into an Evaluation License for certain Content to be downloaded to your network or facility, the terms of such a license may be obtained here from [email]. If you wish to enter into a Production License to further develop and commercialize certain Content, a commercial license may be obtained here from [email]. If you wish to use the Marketplace Platform but only upload Models to an unlisted area of the Marketplace Platform, please contact [email] for more information before uploading any such Models.
- 2.5. **Acknowledgement.** You further agree that the Models are experimental and not yet generally commercially available and that the Models and Marketplace Platform are not indicated for use for clinical or diagnostic purposes, and have not received regulatory approval or clearance for use for clinical or diagnostic purposes. You acknowledge and agree that any such use for clinical or diagnostic purposes is a material breach of this Agreement and Arterys may suspend or terminate your account immediately without prior notice. You shall use all reasonable efforts to prevent any unauthorized access to, or use of, the any Content or Marketplace Platform and, in the event of any such unauthorized access or use, promptly notify Arterys.
- 2.6. **Applicable Laws.** You agree that you will:

- a. Comply with all applicable laws and regulations with respect to your activities under this Agreement; and
 - b. Ensure that if you are an Institution, you shall be responsible for any Institution's User's breach of this Agreement.
- 2.7. **Consents.** You agree that you will have or will obtain and shall maintain all necessary licenses, consents, and permissions necessary for you to authorize Arterys to make your Content available for the use and benefit of other Users and you will secure and maintain all required rights and licenses related to the Content. You will be responsible, at your sole expense and cost, for paying all licensing fees, if any, required to upload your Content to the Marketplace Platform for the uses described in this Agreement.
- 2.8. **Account Security.** You are responsible maintaining control over your account and any Content upload via your Account. You are responsible for maintaining the security of your Account and password. Arterys is not be liable for any loss or damage from your failure to comply with this security obligation. You agree to notify Arterys if you become aware of any unauthorized use of, or access to, the Marketplace Platform through your Account.

3. Fees and payment terms

- 3.1. In order to use the Marketplace Platform, User must apply Credits for use sessions. For this beta evaluation, Arterys has provided you with 5000 free Credits. It is anticipated that under the commercially available version of the Marketplace Platform, Users will be able to purchase Credits via their Accounts using a credit card, debit card or other methods. As Users generate inference results by uploading their own data according to the per-use cost (in Credits) of each Model, Credits will be applied or deducted from their Accounts. Users may also be able to purchase Credits and apply them to shared organization-level accounts. Users who are members of those organizations may "spend" Credits from those shared Accounts.

4. Licenses granted to Arterys and other users

- 4.1. **Summary.** The Marketplace Platform offers the ability for Developers to submit Models and other Content on areas of the Marketplace Platform accessible and viewable by other Users of the Marketplace Platform.
- 4.2. **License.** You hereby grant to Arterys, a worldwide, non-exclusive, perpetual during the term of this Agreement, royalty-free license to use and publicly display, any Models or Content uploaded by you in connection with the Marketplace Platform. Such license includes the right to grant sublicenses (directly or indirectly through multiple tiers) or transfer any and all such rights to make such Models and/or Content available for use by other Users of the Marketplace Platform, and you further agree that the license you grant to Arterys under this Section 4.2 includes the rights to allow Arterys to allow other Users of the Marketplace Platform to exercise the rights granted to you in Sections 2.2(a), (b), and (c) above with respect to your Models and other Content.
- 4.3. **No PHI.** You agree not to upload any personally identifiable information to the Marketplace, either by removing it yourself or by accepting the use of Arterys' automatic de-identification feature (as per **DICOM PS 3.15 Section E.1.1**) in the browser before data goes to the cloud. You will ensure that all Content provided to Arterys and other Users hereunder is anonymized or otherwise provided in a format such that all personally identifiable information of a subject or individual is removed. You hereby grant Arterys a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, transferable, and fully sub-licensable right and license to use any De-identified Data or Feedback (as defined below) which you may provide to Arterys, or any De-identified Data which Arterys may collect, in connection with the Marketplace Platform for use by or for Arterys for research and development purposes, including but not limited to, improvements to Arterys' products and services. Feedback, suggestions, and De-identified Data may be incorporated into future products and services offered by Arterys or its resellers.
- 4.4. **Acknowledgement.** You agree that any use by you of such uploading functions, including any Models or other Content submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any third party or violate

any applicable laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. You further acknowledge that images that are analyzed and/or commented on in the Marketplace Platform may be subsequently shared to other sites, including public social media sites, by the User who uploaded the image to the Marketplace Platform and that User, and not Arterys, is responsible for any liability or actions relating to the sharing of such images.

- 4.5. **Public Viewer Rights.** You grant to Arterys the right to allow members of the public who may have access to a preview of the Marketplace Platform through Arterys' general website at www.arterys.com to view your Content and the Content of others within the Marketplace Platform for nonproduction marketing and evaluation purposes.
- 4.6. **Trademarks and Logos.** If your Content contains any trademarks, service marks, logos, or trade names ("Trademarks"), the licenses granted in Section 4.2 extend to the use of such Trademarks. All such use shall inure to the owners of such Trademarks.
- 4.7. **Beta Use.** Your access to and use of the Marketplace Platform has been provided as a beta evaluation and may not be supported or may change at any time. Arterys would appreciate your feedback to make our products and services better. We're always trying to improve our products and services, and your feedback as a beta user will help us do that. If you choose to give us any ideas, know-how, algorithms, code contributions, suggestions, enhancement requests, recommendations or any other feedback for our products or services (collectively, "Feedback"), you acknowledge and agree that Arterys will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate any Feedback into our products, services, and documentation.

5. Warranties by you

You represent and warrant that:

- 5.1. You have validly entered into this Agreement and have the legal power to do so, and that the performance of your obligations will not constitute a breach or otherwise violate any other Agreement or the rights of any third party arising therefrom.
- 5.2. You have provided accurate and complete information in connection with your Account.
- 5.3. You own or have obtained all necessary rights and licenses to any Models and other Content submitted by you. It is your responsibility to determine if the legal department of an Institution needs to review and approve this Agreement and we are relying on your determination that you are authorized to grant the licenses granted to Arterys and the other Users, including but not limited to, the licenses granted to the Models, Content, and Trademarks set forth in Section 4.2. You will be responsible for the accuracy, quality and legality of your Models and other Content. If you are submitting Models and other Content or using the Marketplace Platform on behalf of an Institution, you are authorized to accept the terms and conditions of this Agreement on the Institution's behalf and that the Institution agrees to be responsible to Arterys if you violate the terms and conditions of this Agreement.
- 5.4. The Models and other Content will not infringe, misappropriate or otherwise violate any third party patent, copyright, trademark or other third party intellectual property rights or misappropriate a third party's trade secrets.
- 5.5. There are no actions, suits or proceedings pending, or threatened, against you alleging infringement, misappropriation or other violation of any intellectual property rights related to the rights and licenses granted by this Agreement.
- 5.6. If the Models and other Content includes any third party code, you will comply with all license terms, including any source code availability requirements.
- 5.7. Your submissions of Models and other Content do and will comply with all applicable laws and regulations.

- 5.8. Your Models and other Content will not and does not contain any hidden files, viruses, “time bombs” or any code or function that operates to alter, damage or erase data or computer programs without control of the person operating the computing equipment on which the Marketplace Platform resides (“Malicious Code”). You will take all commercially reasonable actions and precautions consistent with industry standards to prevent the introduction and proliferation of Malicious Code into the Marketplace. Without limiting your obligations under the Agreement, if Malicious Code is found in the Models or other Content, you shall, at no additional charge to You, use reasonable efforts to eliminate and reduce the effects of such Malicious Code and, if Malicious Code causes a loss of data, you shall mitigate such loss and use reasonable efforts to restore such data with generally accepted data restoration techniques at no cost to Arterys.

6. Disclaimer

6.1. Arterys:

- a. does not warrant that your use of the Marketplace Platform will be uninterrupted or error-free; or the Marketplace Platform will meet your requirements; and
- b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Marketplace Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 6.2. Arterys does not represent or warrant that any specific results will be obtained through use of the Marketplace Platform. Arterys does not warrant that any of yours or any Institution’s employees or agents may rely in whole or in part upon the Marketplace Platform to make any diagnosis or any clinical decisions or recommendations to any patients. Users proposing to evaluate or use the Marketplace Platform for a medical purpose must rely on their own medical and legal judgment, and you shall be solely responsible for the suitability of any Models or Content viewed or used the Marketplace Platform for any medically-related applications.

- 6.3. **Disclaimer of Warranties.** THE MARKETPLACE PLATFORM AND ANY RELATED SERVICES OR DOCUMENTATION AND ANY MODELS OR OTHER CONTENT UPLOADED TO THE MARKETPLACE PLATFORM BY USERS ARE PROVIDED TO YOU “AS-IS” WITHOUT WARRANTY OF ANY KIND. ARTERYS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ARTERYS MAKES NO warranties, express or implied, with respect to THE MARKETPLACE PLATFORM AND ANY RELATED SERVICES OR DOCUMENTATION OR CONTENT UPLOADED TO THE MARKETPLACE PLATFORM for use in medical or surgical applications. You acknowledge that the Marketplace Platform and related services are still under development by Arterys and that Arterys cannot make any guarantee or representation that the Marketplace Platform will perform as intended.

7. Proprietary Rights

- 7.1. You acknowledge and agrees that Arterys and/or its licensors own all intellectual property rights in the Marketplace Platform. Except as expressly stated herein, this Agreement does not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Marketplace Platform or any Content of the other Users.
- 7.2. Arterys acknowledges and agrees that you own all rights, title and interest in and to all Content submitted by you and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Content.
- 7.3. You acknowledge and agree that the other Users of the Marketplace Platform own all rights, title and interest in and to all Content submitted by such Users.
- 7.4. **Copyright Rights and Management of Infringing Content.** Copyright Rights and Management of Infringing Content.

Arterys reserves the right to not post or publish any materials, and to remove or edit any material, at any time in its sole discretion without notice or liability. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws and regulations, Arterys has adopted a policy of terminating, in appropriate circumstances and at Arterys' sole discretion, Users who are deemed to be repeat infringers. Arterys also may, at its discretion, limit access to the Marketplace Platform and terminate access of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that anything on the Marketplace Platform infringes upon any copyright that you own or control, you may file a notification with Arterys's Designated Agent as set forth below:

Designated agent: Sharon Cholowsky

Address of designated agent: Arterys, 51 Federal St Suite 305, San Francisco CA 94107

Email Address of Designated Agent: regulatory@arterys.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. If you knowingly misrepresent in your notification that the material or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, incurred by Arterys or the alleged infringer as the result of Arterys relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

Arterys has the right, but not the obligation, to monitor any Content submitted by you or otherwise available on the Marketplace Platform, to investigate any reported or apparent violation of these Terms of Use, and to take any action that Arterys in its sole discretion deems appropriate, including termination hereunder.

8. Indemnity

- 8.1. You agree to defend and hold harmless Arterys (and the other Users) of the Marketplace Platform against any claim, demand, suit, or proceeding based on or arising from (i) your use of the Marketplace Platform or any Models or other Content in breach of this Agreement or (ii) the submitting by you of any Models or other Content to Arterys hereunder or the use by Arterys of such Models or other Content in accordance with the terms of this Agreement, and shall indemnify Arterys for any damages, liabilities, charges, expenses (including attorney fees) and costs awarded against Arterys in judgment or settlement of such claims, provided that Arterys provides you with prompt written notice of any such claim, Arterys provides reasonable co-operation in the defense and settlement of such claim, at your expense; and you are given sole authority to defend or settle the claim. Arterys reserves the right, at our expense, to retain separate counsel for and to participate in any such claim or proceeding or, if you have not responded reasonably to the applicable claim or proceeding, to assume the exclusive defense and control of any claim or proceeding in which you are a named party.

9. Limitation of Liability

- 9.1. You assume sole responsibility for your use of the Marketplace Platform and/or Models and/or other Content, and for conclusions or inferences drawn from such use. Arterys shall have no liability for any damage caused by errors or omissions in any Models and/or other Content, information, or instructions provided to Arterys in connection with the Marketplace Platform, or any actions taken by Arterys at your direction.
- 9.2. IN NO EVENT WILL ARTERYS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE MARKETPLACE PLATFORM, OR CONTENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

- 9.3. ARTERYS' TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO FIVE THOUSAND (\$5,000) DOLLARS.
- 9.4. The provisions of this Section allocate risks under this Agreement between Arterys and you.
- 9.5. In no event will Arterys have any liability whatsoever with respect to any claims made by or on behalf of any individual based upon or related to such individual's use of the results or data obtained through use of the Marketplace Platform or Models and/or other Content, including without limitation for personal injury or death, except to the extent required by applicable law.

10. Term and Termination

- 10.1. This Agreement shall commence on the Effective Date and shall continue unless otherwise terminated as provided in this Section.
- 10.2. Either party may terminate this Agreement without liability to the other if: the other party commits a material breach of any of the terms of this Agreement or any related Agreement between the parties and fails to remedy that breach within fifteen (15) days of that party being notified in writing of the breach.
- 10.3. Arterys may terminate this Agreement immediately and remove your Content if (i) we determine that your use of the Marketplace Platform poses a threat to the security or performance of our network or to any of our other Users; (ii) we determine that your use of the Marketplace Platform is illegal, or that it misappropriates or infringes the property rights of a third party or violates the terms of this Agreement; (iii) we reasonably believe that your use of the Marketplace Platform has or will subject us to civil or criminal liability or changes to law require modifications to our Marketplace Platform that would be commercial unreasonable; (v) you become the subject of an involuntary or voluntary bankruptcy or similar proceeding, or you assign all or substantially all of your assets for the benefit of creditors; or, if in Arterys' sole determination, circumstances related to the experimental nature of the site require the Marketplace Platform to be suspended or terminated. Arterys does not pre-screen Content, but we have the right (though not the obligation) to refuse or remove any Content that, in our sole discretion, violates any Arterys terms or policies.
- 10.4. Either party may terminate this Agreement for any reason or no reason on ninety (90) days written notice.
- 10.5. On termination of this Agreement for any reason:
- a. Your licenses and rights to use the Marketplace Platform shall immediately terminate;
 - b. The rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced, including but not limited to Sections 4.7 (Beta Use), 5 (Warranties by You), 6 (Disclaimer), 7 (Proprietary Rights), 8 (Indemnity), 9 (Limitation of Liability), 11 (Miscellaneous).

11. Miscellaneous

- 11.1. Assignment.** Each party shall not, without the prior written consent of the other party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement; provided, however, that Arterys may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement in connection with a merger or the sale or acquisition of its business to which this Agreement relates.
- 11.2. Injunctive Relief.** The parties expressly acknowledge and agree that no remedy exists at law for an actual or threatened breach of Section 2 or Section 4 and that in the event of an actual or threatened breach of such Sections, the non-

breaching party will be entitled to injunctive relief and other equitable relief, without the necessity of posting a bond, without waiving any other rights or remedies available to it.

- 11.3. Notices.** Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this agreement, will be deemed given and effective (i) when delivered personally or by fax, or (ii) when received if sent by email, overnight courier, or mail to the addresses as set forth at the beginning of the Agreement for Arterys and in your Account. Such address may be updated by the receiving party from time to time by providing written notice to the other party.
- 11.4. Governing law and jurisdiction.** This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the state of California, USA. The parties irrevocably agree that the courts in or for San Francisco County, California have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The terms of this Agreement shall prevail in the event of a conflict with any otherwise applicable law for the protection of proprietary rights.
- 11.5. Relationship of Parties.** For the purposes of this Agreement and all services to be provided hereunder, each party will be, and will be deemed to be, an independent contractor and not an agent or employee of the other party.
- 11.6. Severability.** If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
- 11.7. Force Majeure.** Arterys shall have no liability to you under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.
- 11.8. Waiver; Amendment.** A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law. Arterys may update the terms of this Agreement at any time by posting an updated version on the Marketplace Platform. Your continued use of the Marketplace Platform after a change to these terms has become effective constitutes your binding acceptance of the updated Agreement. No other amendment or change to this Agreement may be made except by means of a written document signed by duly authorized representatives of the parties.
- 11.9. Entire Agreement.** This Agreement, and any agreements and documents referred to in it, including the governing agreement, if any, between Arterys and you, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter hereof.

ACCEPT ONCE ACCEPTED, THIS AGREEMENT BECOMES A BINDING LEGAL COMMITMENT BETWEEN YOU AND ARTERYS
 DECLINE

Name:

Title:

Organization: