

Americas General Terms and Conditions

Revision Date: 1 May 2021

These Americas General Terms and Conditions ("Legal Terms") when incorporated by a Statement of Work or Proposal (each an "SOW") shall govern the services to be provided ("Services") and constitute the full agreement (collectively the "Agreement") between the Customer and the Datasite entity ("Datasite") (each a "Party" and together the "Parties") named in the SOW. In the event of a conflict between the Legal Terms and any SOWs, the SOW shall govern. Capitalized terms not defined within the Legal Terms are defined in the SOW.

1. Fees, Taxes, Billing Disputes.

(a) Fees. Customer shall pay to Datasite the fees set forth in any SOW (the "Fees"). If the Customer is represented by an advisor in furtherance of the Services, Customer shall pay all Fees incurred by such advisor for the performance of the Services. All Fees are payable in the currency used in the applicable SOW. On each one-year anniversary of the Effective Date of an SOW, Datasite may adjust pricing by an amount equal to the greater of: (a) three (3) percent; or (b) the average of the monthly "All Groups" Consumer Price Indices for the United States for the 12 months immediately preceding the adjustment date.

(b) Payment. Customer shall pay all Fees owing under this Agreement within 30 days of receipt of an invoice from Datasite. Datasite may suspend Services upon non-payment. Interest may be added to all past due invoices in accordance with local laws. If Customer requests that any Fees charged under this Agreement be paid by a third party, then: (a) Customer will promptly notify Datasite in writing of the billing change; (b) payment of Fees from such third party to Datasite will be due within 30 days of receipt of an invoice from Datasite; and (c) Customer will not be relieved of its obligations to pay those, or any other Fees, to Datasite.

(c) Taxes. Amounts payable by Customer under this Agreement are exclusive of all applicable taxes (including VAT and withholding taxes).

2. Ownership and Requirements.

(a) Customer Ownership. Customer has sole responsibility for the accuracy, quality, legality, integrity, and appropriateness of all data, content and information provided to Datasite in conjunction with the Services. Customer owns any document that is uploaded to the Services by or on behalf of the Customer (the "Content") and Customer's trademarks or logos, which together are referred to as the "Customer Material."

(b) Datasite Ownership. All materials, documentation, methodologies, source code, processes, websites, applications and software that Datasite uses in providing the Services, and any and all derivatives, future enhancements or modifications thereto however made and any intellectual property rights therein, are owned by Datasite.

(c) Content. Customer will use reasonable efforts to: (i) provide Datasite with clear and legible copies of the Content in the best possible condition; (ii) cooperate with Datasite in correcting any problems associated with the Content; and (iii) report promptly to Datasite any problems or errors that Customer observes or discovers with the Content. In addition, Customer will immediately notify Datasite in writing of all court orders restricting the use, distribution or disposition of the Content delivered to Datasite.

3. Representations and Warranties.

(a) General Representations. Each Party represents and warrants that it: (i) has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (iii) will comply with all laws applicable to the Party; and (iv) will use up-to-date, generally accepted virus detection devices and procedures to ensure that any electronic data transmitted to Datasite will not contain a virus or other harmful component.

(b) Datasite Representations. During the term of the applicable SOW, Datasite represents and warrants that: (i) the Services will be rendered using sound, professional practices and in a competent and professional manner; and (ii) it has all necessary permissions, software licenses and ownership rights to provide the Services. Customer must provide written notice to Datasite of any warranty claim. Such warranty shall apply only if the applicable Services have been utilized for their intended purpose, and in accordance with the applicable documentation, this Agreement and applicable law

(c) Customer Representations. Customer represents and warrants that it: (i) has obtained all permissions and consents required by law necessary to transfer the Content so that Datasite may lawfully use and process the Content in accordance with this Agreement; (ii) has delegated authority to its advisors in providing instructions in connection with the Services, and Datasite has no duty to verify such instructions with Customer; (iii) will not use the Services in a manner that would give rise to civil liability, or constitute or encourage conduct that could constitute a criminal offense, under any applicable law or regulation, nor assist, encourage or authorize others to do so; (iv) will not upload Content that infringes on the intellectual property rights of third parties; and (v) will use the Services for the intended business purpose.

(d) Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED AS-IS, WITHOUT ANY EXPRESS OR IMPLIED

WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, OR THOSE ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE ABOVE WARRANTIES DO NOT GUARANTEE THAT THE SERVICES WILL BE SECURE, PERFORM UNINTERRUPTED, OR ERROR-FREE, OR THAT DATASITE WILL BE ABLE TO CORRECT ALL ERRORS OR THAT THE SERVICES MEET CUSTOMER'S REQUIREMENTS.

(e) Security Classified Information. THE SERVICES SHOULD NOT BE USED FOR STORING ANY INFORMATION IN THE DATA ROOM THAT HAS A SECURITY CLASSIFICATION. ACCORDINGLY, DATASITE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ACCESSING OR STORING ANY INFORMATION THAT HAS OR REQUIRES A SECURITY CLEARANCE. CUSTOMER AGREES THAT DATASITE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SERVICES FOR SECURITY CLASSIFIED INFORMATION.

4. Confidentiality.

(a) "Confidential Information" means proprietary information of a Party, including but not limited to the Customer Material (including personal data controlled by the Customer), inventions, trade secrets, marketing plans, programs, source code, data and other documentation, customer and shareholder information, other information related to the business of that disclosing party, and the terms and pricing of this Agreement. The term Confidential Information does not include: (i) information that was in the receiving party's possession or was known to it prior to its receipt from the disclosing party; (ii) information that is or becomes publicly available without the fault of the receiving party; (iii) information that is or becomes rightfully available on an unrestricted basis to the receiving party from a source other than the disclosing party; or (iv) information that was independently developed by the receiving party.

(b) Each Party shall: (i) hold such Confidential Information of the other Party in confidence; (ii) use and disclose it solely in furtherance of or to improve the Services; and (iii) and will take reasonable steps to maintain the confidentiality of all Confidential Information. This Agreement expressly supersedes and replaces in its entirety any non-disclosure agreement executed by Datasite arising out of or in connection with this Agreement.

(c) If a Party is compelled by court order, subpoena, or other requirement of law to disclose Confidential Information, the Party will provide the other Party with prompt notice (unless such notice is prohibited by law) so that the Party may, at its option and expense, seek a protective order or other remedy.

(d) Upon termination of the Agreement, all Content uploaded to the Services by Customer shall be destroyed, or in accordance with the SOW returned, to the Customer. The Parties agree that upon Customer's request, Datasite shall provide a certification of deletion or destruction of the Content. The Customer agrees to pay all invoices in full before Content is released for delivery. Notwithstanding the provisions of this section 4(d), Datasite is not obligated to immediately erase Content contained in an archived computer system backup made in accordance with its security or disaster recovery procedures, provided that such archived copy will remain subject to these obligations of confidentiality until destruction.

(e) Any personal data within the Content is protected in accordance with applicable data protection laws. Datasite acknowledges that it does not receive any personal data as consideration for the Services. Customer acknowledges that Datasite's provision of the Services may involve the processing of some personal data (as defined by applicable data protection laws) which may include Datasite sharing that personal data with Customer's advisor or its authorized third-party Users. Customer has sole responsibility for ensuring that its provision of any personal data to Datasite in order for Datasite to process it in accordance with this Agreement complies with applicable data protection laws. If Customer is subject to data protection laws that require it enter into a Data Processing Agreement, Customer may download Datasite's Data Processing Addendum available at <https://www.datasite.com/us/en/legal/services-agreement.html>, sign it and return it to privacy@datasite.com.

5. Limitation of Liability.

TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW, NEITHER DATASITE NOR CUSTOMER SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS INCLUDING: LOSS OF PROFITS, BUSINESS, GOODWILL, REPUTATION, OR LOSS RESULTING FROM BUSINESS INTERRUPTION. CUSTOMER EXPRESSLY AGREES THAT UNLESS OTHERWISE STATED HEREIN, THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT, UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID OR PAYABLE TO DATASITE UNDER THE APPLICABLE SOW FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 5 OF THE LEGAL TERMS SHALL NOT APPLY TO: (A) FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT; (B) A BREACH OF SECTIONS 2(b) OR 3(c) OF THE LEGAL TERMS; OR (C) DAMAGES CAUSED BY FRAUD OR A PARTY'S WILLFUL MISCONDUCT.

6. Hosting Terms. The following provisions apply to the extent that the Services include hosting Customer's Content on an Internet-based platform (the "Website"):

(a) Website Users.

(i) Definitions. The Website users ("Users") are those individuals authorized by Customer, and enabled by Datasite or Customer, to access the Content on the Website. "Managers" are those Users who are authorized by Customer to initiate and conclude Services, upload and manage Content, invite other Managers and Users, and access reports. Customer will pay any Fees incurred by Manager

(ii) Obligations. Users must consent to the [Terms of Use](#) and [Privacy Notice](#) included in the Website and which may be amended from time to time. Customer is responsible for the use of the Website by any of its Users in compliance with this Agreement. Datasite retains the right to deregister any User from the Services upon request of the employer of such User.

(iii) Go Live Date, Sandbox, Datasite Prepare. Prior to the Go Live Date, or if Customer elects to utilize the sandbox (as described in the SOW) or Datasite Prepare, Customer agrees to only use such Services: (A) for the purpose of managing and distributing Content within the transaction team, including Customer's employees, agents, clients and advisors in connection with an actual or proposed merger, acquisition, joint venture or other transaction involving the sale or exchange of assets or voting securities of Customer or Customer's clients; or (B) for such other purpose as agreed by the parties in a SOW, and in respect of both (A) and (B), the Content shall not be made accessible to any third party other than Customer's agents, advisors or clients. Datasite retains, in its sole discretion, the right to terminate the Services if: (y) suspension is necessary to avoid material harm to Datasite or its business, or (z) that Customer or any User has violated this provision.

(iv) Storage. All Content uploaded to the Website is converted to PDF format, unless otherwise designated by the Manager as download only files ("Special Media"). Fees are totaled based on the outcome of the conversion either on a per 8"X11" page basis ("Page") or per storage basis ("MB" or "GB"), in each case as described in the SOW, and which shall increase in the increments set forth therein. Datasite storage and Page counts exclude Fees for Optional Products & Services and shall be conclusive except in cases of material error. Incremental storage fees and charges of Optional Products & Services will be invoiced as they are incurred.

(v) Continuation. Upon Customer entering into a Renewal Term (as defined in the applicable SOW), Customer will be invoiced for all Content maintained at the continuation rate identified in the SOW and for any additional Content uploaded during the Renewal Term at Page, MB, GB or Special Media increments set for in the SOW.

(vi) Third-Party Content. The Website includes the capability for Customer to share transaction data that may be owned by a third party ("Third-Party Content"). Customer acknowledges and agrees: (a) Users will have access provided by Customer (including to view, download and query the Third-Party Content) and it is Customer's sole responsibility to evaluate risks related to sharing Third-Party Content with Users; and (b) Datasite has no control over, and no liability whatsoever, for any acts or omissions of any User with respect to Third Party Content.

(vii) Trial Services. Datasite may make beta services and related documentation ("Trial Services") available to Customer. Trial Services are not considered "Services" under this Agreement and are provided "As Is" and without warranty of any kind, express or implied, however, all confidentiality and ownership rights, and Customer obligations concerning the Services and Content, shall apply equally to Customer's use of Trial Services. Datasite may discontinue the Trial Services at any time in its sole discretion and may never make them generally available. Datasite will have no liability for any harm or damage arising out of or in connection with the Trial Services. The provision of any Trial Services to a Customer may be subject to additional terms and conditions.

(viii) Feedback. Customer agrees that any suggestions, improvements, comments or other feedback regarding the Website or Services ("Feedback") is the exclusive property of Datasite. All Feedback shall be deemed non-confidential.

(ix) Integration with Non-Datasite Applications. The Website may contain features designed to interoperate with Web-based, mobile, offline, or other software applications that are provided by Customer or a third party and interoperates with the Website ("Non-Datasite Applications"). Datasite does not warrant or support Non-Datasite Applications. If Customer chooses to use a Non-Datasite Applications with the Website, Datasite is not responsible for any disclosure, modification or deletion of Content resulting from access by such Non-Datasite Application or its provider.

(b) Service Level Agreements.

(i) Scheduled Maintenance. Datasite performs periodic maintenance on the Website for system upgrades, and maintenance ("Scheduled Maintenance"). Advanced notice is provided on the Website. Scheduled Maintenance will not exceed four (4) hours per calendar month. Datasite reserves the right to update, modify, improve, support, and operate the Website and Services based on Customer's use. Any updates or modifications will not materially diminish the functionality of the Website.

(ii) Availability Guarantee. Aside from Scheduled Maintenance, Datasite guarantees that the Website will be available at least 99.5% of the time measured on a 12-month basis (the "Availability Guarantee").

(iii) Exceptions. No period of inoperability will be included in calculating the Availability Guarantee to the extent that

such downtime is due to: (w) Scheduled Maintenance; (x) failure of Customer or its Users' internet connectivity; (y) internet traffic problems other than problems arising from networks controlled by Datasite; or (z) any Force Majeure Event.

(iv) Service Credits. If Datasite fails to meet the Availability Guarantee during the Term, Customer may: (x) terminate the SOW and request Datasite to deliver, as soon as commercially practicable, the Content on the Website to Customer's designee, if Customer does so within five (5) days of Datasite's failure to meet the Availability Guarantee; or (y) request that Datasite provide Customer the credits described in the table below, provided Customer makes such request within twenty (20) days after Datasite's failure to meet the Availability Guarantee.

Actual Percentage the Website is Available	Credit
99.5% or more	None
97% to less than 99.5%	10% of Monthly Fees
96% to less than 97%	25% of Monthly Fees
95% to less than 96%	50% of Monthly Fees
Less than 95%	100% of Monthly Fees

7. Termination.

(a) By Either Party. Either Party may terminate this Agreement and all SOW's issued hereunder, in whole or in part, in the event of a material breach of this Agreement if not cured within thirty (30) days of written notice from the non-breaching party. A notice of default under this provision shall not constitute a notice of termination under this Agreement. Any notice of termination shall be provided separately.

(b) By Datasite. Datasite may terminate this Agreement and all SOW's issued hereunder, in whole or in part, in the event the Customer:

(i) ceases to actively conduct its business;

(ii) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy;

(iii) makes a general assignment for the benefit of creditors;

(iv) applies for the appointment of a receiver, administrator or trustee for substantially all of its property or assets or permitted the appointment of any such receiver, administrator or trustee;

(v) has its receivables subject to garnishment, immediately upon written notice of intent to terminate; or

(vi) fails to pay any invoice in full within ten (10) days of notice of default, at which point Datasite may in its discretion suspend the Services or terminate this Agreement, the Services, or any SOW and Datasite will have no obligation to preserve or return the Content.

(c) Effect of Termination. The following will occur upon termination or expiration of a SOW or this Agreement:

(i) Upon a Manager completing closing instructions on the Website, Datasite will terminate Customer's and all Users' access to the Website(s).

(ii) Datasite will permanently delete all Customer's Content maintained by Datasite on the Website. Upon termination or expiration of the SOW, Datasite's obligation to host Content will cease.

8. General.

(a) Affiliate. Datasite shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under the Agreement through any Affiliate, provided that any act or omission of such Affiliate shall, for all the purposes of this Agreement, be deemed to be the act or omission of Datasite. For purposes of this Agreement, "Affiliate" means any entity that, directly or indirectly, controls, is controlled by, or is under common control with the Party executing this Agreement.

(b) No Waiver. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

(c) Analytics. Upon anonymizing Content by removing all reference to numeric values, dates, times, proper names, addresses, locations, titles, and personal data ("Anonymized Content") and incorporating such Anonymized Content with or into similar information derived or obtained from other customers of Datasite (collectively "Aggregated Content"), Customer hereby grants to Datasite a non-exclusive, fully paid, world-wide and irrevocable license to use Aggregated Content exclusively for enhancing features and functionality of the Services.

(d) Survivorship. The following Sections will survive expiration or termination of this Agreement: 1, 2, 4 5, 7(c), and 8.

(e) Restricted Parties. Datasite reserves the right to prohibit Services to any company or individual from a sanctioned

or embargoed country or restrict access or use of Services to any restricted party based on any government list. Customer is solely responsible for obtaining any necessary export license or other approval to transfer Content in connection with its use of the Service.

(f) No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

(g) Assignment. This Agreement is binding upon and inures for the benefit of the Parties and their respective successors and assigns. It is agreed and understood that neither Party may assign, in whole or in part its rights, interests and obligations, without the other Party's prior written consent. Notwithstanding the foregoing, upon providing written notice, either Party may assign its rights, interests and obligations under this Agreement or any SOW pertaining thereto to any parent, subsidiary, or Affiliate, or to a successor of all its assets or stock.

(h) Notices and Non-renewal. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, such notice shall be in writing and shall be given using a method providing for proof of delivery, which shall include acknowledgement of receipt of email. Notwithstanding anything to the contrary in the SOW or Legal Terms, Customer's Manager shall carry out Datasite's closing instructions on the Website in order to provide advance written notice of Customer's intent not to renew the Term.

(i) Force Majeure. Neither Party is responsible for any delay in the performance of any obligation under this Agreement to the extent that the delay results from events beyond the reasonable control of such Party and is not occasioned by such Party's fault ("Force Majeure"). If a delay or failure of a Party to comply with any obligation set forth in this Agreement is caused by Force Majeure, that obligation (other than the obligation to pay money when due and owing) will be suspended during the continuance of the Force Majeure condition and will not be considered a breach of this Agreement. A Party whose performance is suspended hereunder shall give prompt written notice of any event of Force Majeure and such Party's best reasonable estimate of when such event will abate.

(j) Marketing Support. Upon the public announcement of an applicable transaction, Datasite may identify Customer as a Datasite customer and use Customer's name or logo on any Datasite websites or other marketing materials.

(k) Entire Agreement. This Agreement, together with any applicable SOWs and Data Processing Agreement (if executed), constitutes the entire agreement between the Parties and supersedes all previous agreements, proposals, and negotiations, whether written or oral, regarding the subject matter herein. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Datasite rejects the inclusion of any different or additional terms unless expressly agreed to in writing.