

General Terms and Conditions

Last Updated: 05/04/2026

This Agreement is comprised of (and the term "this Agreement" refers to) these Terms together with the Order, any applicable Supplemental Terms, and any Appendix attached hereto (each of which shall be deemed incorporated by reference). The Agreement governs Client's access to and use of one or more MSIDE Solutions Offerings. By executing an order that references this Agreement, Client accepts and agrees to all of the terms and conditions hereof.

1. Definitions

In addition to the capitalized terms defined upon first use in this Agreement, the following capitalized terms shall have the meanings set forth below:

1.1 "**Company**" means MSIDE Solutions, LLC, a Pennsylvania corporation with a principal place of business located at 512 W Lancaster Ave, Wayne, PA 19087

1.2 "**Client**" means the person or entity entering into this Agreement by executing an Order with Company.

1.3 "**Company IP**" means the Company Software, the Documentation, and all other software (including both source code and object code, as applicable), documentation, templates (including reporting templates), designs (including graphics, layout, presentation, style or effect, screen and report designs), data, materials, technology, works, and other intellectual property created, utilized and/or provided by or on behalf of Company in connection with any SaaS Offering or the performance of this Agreement, and all Intellectual Property Rights and all developments, improvements and any other intellectual property rights related to any of the foregoing.

1.4. "**AccelarMed SaaS Offering**" or "**SaaS Offering**" means any of Company's generally commercially available hosted software-as-a-service offerings, the specific features and functionality of which are described in the applicable Documentation.

1.5. "**Subscribed Services**" means the specific SaaS Offering to which Client has purchased a subscription, as identified in an Order, together with any related support and maintenance services as described in Appendix B.

1.6 "**Documentation**" means the instructions and user guides for a SaaS Offering, whether accessed in printed form, online, or downloaded, in each case as made available and updated by Company from time to time.

1.7 "**Named Users**" means those individual, named employees of Client (or consultants, contractors, and agents of Client approved in writing by [Company Name]) to whom Company and/or Client (if applicable) has authorized access to the Subscribed Services by providing access credentials under an applicable Order, in order to perform his or her job functions for Client's internal business purposes. Each Named User must be a unique individual and Client shall be responsible for ensuring that the maximum number of Named Users is not exceeded. A Named User license may be permanently transferred from a former Named User (such as an individual whose employment by Client terminates) to a replacement Named User, but two or more individuals may not share a single Named User login.

1.8 "**Unnamed Users**" refers to individuals within Client's organization who are granted the same functionality and access to the Subscribed Services as Named Users but are not individually tracked or assigned as Named Users in the system. Unnamed Users can perform the same tasks, access the same features, and receive the same outputs as Named Users, depending on the Client's selected subscription plan. Unnamed Users may include additional employees, consultants, contractors, or agents of Client who are authorized to use the Subscribed Services, but they are not listed or tracked as Named Users within the system.

- **Access to Platform:** Unnamed Users shall have access to all features, tools, and functionalities of the Subscribed Services, including generation of outputs and use of the full platform capabilities, subject to the limits set forth in the applicable subscription plan.
- **Distribution of Outputs:** Client agrees that Unnamed Users may use, share, and distribute the Outputs and other materials generated through the Subscribed Services within the organization without restrictions on internal distribution. However, the sharing or distribution of these Outputs to external parties outside the Client's organization is prohibited unless specifically permitted by Company in writing.

1.9 "**Intellectual Property Rights**" means all rights throughout the world in any and all of the following:

- (a) patents, patent applications, patent disclosures, and inventions (whether patentable or not);
- (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names and registrations and applications for the registration thereof, together with all of the goodwill associated therewith;
- (c) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications for registration thereof;
- (d) trade secrets, know-how, and other proprietary information;
- (e) waivable or assignable moral rights or rights of publicity; and
- (f) all other forms of intellectual property, such as data and databases, in each case, to the extent protectable under applicable law.

1.10 "**Order**" shall mean an ordering document executed by the Parties with respect to Client's subscription to a SaaS Offering (but only to the extent pertaining to a SaaS Offering, if such ordering document also covers products or services other than a SaaS Offering).

1.11 "**Outputs**" shall mean documents and information containing analysis and/or summaries of Client Data, Proprietary and Licensed Data or Company Data generated from the use of the Subscribed Services including power point slides and presentations, portable document files, reports, word documents, paper copies, excel, CSV or other data files or elements.

1.12 "**Party**" means Client or Company, and "Parties" means, collectively, both parties to this Agreement.

1.13 "**SaaS Offering**" means any of Company's generally commercially available hosted software-as-a-service offerings, the specific features and functionality of which are described in the applicable Documentation.

1.14 **"Subscribed Services"** means the specific SaaS Offering to which Client has purchased a subscription, as identified in an Order, together with any related support and maintenance services as described in Appendix B.

1.15 **"Subscription Term"** means the period for which Client has purchased a subscription to the Subscribed Services, as set forth in an Order.

1.15. **"Services"** means the SaaS Offering to which Client has purchased a subscription, as identified in an Order, or provided to Client under a free trial, and made available online by Company, including associated Company's offline or mobile components, as described in the Documentation. "Services" exclude Outputs.

2. License to Use the Platform

2.1 **Grant of License:** Subject to the terms of this Agreement, the Company grants you a non-exclusive, non-transferable license to access and use the Platform for your internal business purposes during the your Subscription Term.

2.2 **Supplemental Terms:** Certain features or SaaS offerings, including but not limited to Single Sign-On functionality, may be subject to supplemental terms and conditions ("Supplemental Terms") as specified in the applicable Order. These Supplemental Terms are intended to supplement, not replace, these Terms. For example, if you wish to utilize Single Sign-On functionality, you will inform the Company in writing, and you agree to be bound by the Supplemental Terms set forth in Appendix A.

2.3 **Conflict Resolution:** In the event of a conflict, discrepancy, or inconsistency between any documents forming part of this Agreement that is not expressly resolved in the documents, the terms will control in the following order:

- (1) The Order,
- (2) Any Supplemental Terms (but solely with respect to the particular SaaS Offering to which they apply),
- (3) This Agreement, and
- (4) Any Appendix attached hereto.

2.4 **Third-Party Offerings:** The Platform may contain integration functionality designed to interoperate with third-party software applications, products, or services ("Third-Party Offerings"). Any acquisition, access, or use by or on behalf of you of Third-Party Offerings, including the availability and performance of such offerings, is solely between you and the applicable third-party provider. The Company shall have no liability in connection therewith. The Company does not warrant or support Third-Party Offerings or any related integrations, and the Company makes no representations or warranties, express or implied, as to the availability, performance, legality, or non-infringement of any Third-Party Offerings or related integrations or interoperation.

2.5 **Third-Party Components:** The Platform or related services may contain or otherwise make use of software, code, or materials from third parties, including open-source or freeware software ("Third-Party Components"). Third-Party Components may be subject to separate license terms that accompany such components. Subject to the Company's express obligations under this Agreement with respect to the Platform as a whole, any Third-Party Components are provided "AS IS" without representations, warranties, or other obligations of any kind.

2.6. Free Trial. If Client registers on Company's or an Affiliate's website for a free trial, Company will make the applicable Service(s) and Output(s) available to Client on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Client registered to use the applicable Service(s), or (b) the start date of any Service subscriptions ordered by Client for such Service(s), or (c) termination by Company in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. **The free trial is available only to users located in the United States. By signing up for the free trial, you confirm that you are accessing and using the service from an eligible location. We reserve the right to verify eligibility and to restrict, suspend, or terminate access to the free trial if we determine that a user is located outside of the United States.** ANY DATA CLIENT ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CLIENT, DURING CLIENT'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CLIENT PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CLIENT CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CLIENT PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CLIENT MUST EXPORT CLIENT DATA BEFORE THE END OF THE TRIAL PERIOD OR CLIENT DATA WILL BE PERMANENTLY LOST. NOTWITHSTANDING THE "REPRESENTATIONS AND WARRANTIES" SECTION AND "INDEMNIFICATION BY COMPANY" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE COMPANY'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$200.00. WITHOUT LIMITING THE FOREGOING, COMPANY AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CLIENT THAT: (A) CLIENT'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CLIENT'S REQUIREMENTS, (B) CLIENT'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CLIENT SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO Company AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CLIENT'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CLIENT OF THIS AGREEMENT AND ANY OF CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CLIENT SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

3. Subscription Plans and Payment

3.1 Subscription Plans: The Company offers various Subscription plans, each with different levels of access to the Platform. Details of these plans, including pricing and features, will be set forth in the Supplemental Terms.

3.2 Payment Terms: Subscription fees are billed on a recurring basis (monthly, quarterly, or annually, depending on your selected plan). You agree to provide accurate and complete billing information and to make payment in advance of each billing cycle.

3.3 Automatic Renewal: Unless you cancel your Subscription in accordance with Section 6, your

Subscription will automatically renew at the end of each billing period at the then-current rates.

3.4 Taxes: All fees are exclusive of any applicable taxes, which will be charged to you in addition to the Subscription fee.

3.5. If Client disputes in good faith the amount of any invoice, Client shall notify Company of the disputed amount and the reasons therefor no later than the date payment would otherwise be due, and Client shall timely pay the undisputed portion of the invoice. The Parties will attempt in good faith to resolve the dispute within 30 days after Company's receipt of Client's timely notice of dispute (the "Resolution Period"), during which time withholding of the disputed amount will not be considered a material breach of this Agreement and no interest will accrue for late payment of the disputed amount so long as Client is cooperating diligently to resolve the dispute. Upon resolution of the dispute, Client will pay any resolved amount promptly, but in any case, within ten days of mutual written agreement resolving the dispute. If the dispute is not resolved within the Resolution Period, each Party will be entitled to pursue all available remedies.

4. Data and Output Ownership and Use

4.1 Client Data:

The Client retains ownership of any data that it uploads, inputs, or provides to the Platform (collectively, "Client Data"). By using the Platform, the Client grants Company a non-exclusive, worldwide, royalty-free, and sublicensable license to process, store, analyze, and use the Client Data solely for the purpose of providing the services specified in this Agreement. This license allows Company to perform operations such as data processing, analysis, and reporting based on the Client Data to deliver the Subscribed Services and related outputs.

4.2 Company Data:

Company retains all rights, title, and interest in any data generated by or derived from the use of the Platform, including but not limited to aggregated or anonymized data (collectively, "Company Data"). Company may use Company Data for internal purposes such as analytics, research, and to improve the Platform, including for the purpose of improving its algorithms, features, and functionality. Company Data may also be used in aggregated or anonymized form, which shall not identify or disclose any individual Client Data, and may be shared or disclosed for such purposes without any obligation to the Client.

4.3 Proprietary and Licensed Data Sources:

In connection with the provision of the Platform and the Subscribed Services, Company uses proprietary data sources as well as licensed data, including but not limited to data from the Centers for Medicare & Medicaid Services ("CMS") and/or commercial claims data, in accordance with specific Data Use Agreements ("DUAs"). Client acknowledges and agrees that Company has the right to use such proprietary and licensed data for the purpose of providing the Subscribed Services, but that any such data shall be subject to the terms and restrictions set forth in the applicable DUAs.

4.4 Use of Data and Outputs by the Client:

Subject to the terms and conditions of this Agreement, Company grants the Client a limited, non-exclusive, non-transferable, and revocable right to use, download, and access the following data and outputs for internal business purposes only:

- **Company Data:** Data and Outputs generated or derived from the Platform, including aggregated or anonymized data, made available by Company as part of the Subscribed Services.
- **Outputs:** Outputs generated or derived from the Platform and/or made available by Company as part of the Subscribed Services.
- **Proprietary and Licensed Data:** Data from proprietary and licensed sources, including CMS data and commercial claims data, that is provided for the purpose of accessing and utilizing the Subscribed Services.

The Client may use such Data or Outputs solely for its internal operations, including analysis and reporting within the organization. The Client shall not resell, redistribute, sublicense, or provide any of the aforementioned Data or Outputs to any third party, nor use the data for any purpose other than the Client's internal business purposes, without the prior written consent of Company. This includes, but is not limited to, prohibiting the Client from sharing such Data or Outputs with external parties, contractors, or consultants, except as necessary for the Client's internal operations.

In the event that Client desires to utilize the Data or Outputs for any commercial, marketing, or other purposes, Client hereby agrees to include the Company's name as the original source of Data and Outputs in all publications, presentations, or distributions of such Data and Outputs outside of the Client organization.

4.5 Confidentiality:

Both parties agree to maintain the confidentiality of any proprietary or sensitive information disclosed during the use of the Platform. This includes, but is not limited to, Client Data, Company Data, Proprietary and Licensed Data, and any other information that either party designates as confidential. Each party agrees to take reasonable precautions to protect such information and to use such information only in accordance with the terms of this Agreement. Notwithstanding the foregoing, the Client acknowledges that Company may be required to disclose certain information, including Client Data, as mandated by applicable law or regulation, or as required by a court of competent jurisdiction.

5. Privacy and Security

5.1 Privacy Policy: The Company handles your personal data in accordance with its Privacy Policy, which is available on the Platform.

5.2 Security: The Company implements reasonable technical and organizational measures to protect the security of your data. However, no system can be fully secure, and the Company cannot guarantee the absolute security of your information.

6. Termination

6.1 Subscription Basis: Company makes the SaaS Offerings available on a subscription basis, and Client is purchasing a subscription to access and use the Subscribed Services upon the terms and conditions set forth in this Agreement, for the Subscription Term, and subject to the payment of the fees specified in the applicable Order. Neither Party may terminate this Agreement or any Order for convenience prior to the end of the Subscription Term.

6.2 Term: This Agreement shall commence on the signature or acceptance by Company of an Order and shall, unless earlier terminated pursuant to the terms of this Agreement, continue for the Subscription Term set forth therein.

6.3 Termination for Material Breach: Either Party may terminate this Agreement by providing written notice to the other Party if the other Party commits a material breach of this Agreement and fails to remedy such breach within fourteen (14) days after receiving written notice of the breach from the non-defaulting Party. Termination under this provision shall not limit any other rights or remedies available to the terminating Party. Notwithstanding the foregoing, the Client shall not have the right to terminate this Agreement under this Section 6.3 if, within the applicable fourteen (14)-day cure period, the Company provides the Client with reasonable assurances that the breach will be resolved within a reasonable timeframe, not exceeding ninety (90) days.

6.4 Suspension for Non-Payment or Breach: Upon ten (10) days' notice to Client, Company may suspend the Subscribed Services in whole or in part if Client fails to make any payment required under this Agreement when due (subject to Section 6.6 with respect to disputed amounts). Company may also suspend the Subscribed Services in whole or in part if Client otherwise breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of the breach from Company, until such time as the breach is cured. Notwithstanding the foregoing, Company may immediately suspend the Subscribed Services, with or without prior notice to Client, to avoid or mitigate material harm to Company. Any suspension hereunder shall be without limitation of any other right or remedy available to Company.

6.6 Effect of Termination or Expiration: Upon the termination or expiration of this Agreement for any reason:

(a) Termination of Access: Company will terminate access to the Subscribed Services, and all rights and licenses granted by Company pursuant to this Agreement shall terminate.

(b) Outstanding Payments: Client shall pay all amounts that have accrued and are owed hereunder within ten (10) days following any termination or expiration of this Agreement.

(c) Return of Client Data: Upon written request by Client made within thirty (30) days after the effective date of expiration or termination, Company will make available to Client for download one or more electronic files of Client Data stored in the Subscribed Services. After such thirty (30)-day period, Company shall have no obligation to maintain or provide any Client Data, and Company may delete all Client Data without notice to Client.

(d) Return or Destruction of Confidential Information: If requested by a Party, the other Party shall promptly destroy or return to the requesting Party, as directed, all of the requesting Party's Confidential Information and other materials of the requesting Party in its possession or under its control. Notwithstanding the foregoing, neither Party shall be required to purge electronic backup media maintained in the ordinary course of business that may contain Confidential Information, and each Party shall be entitled to retain one archival copy of any Confidential Information to the extent it has been advised in writing by counsel that such retention is required to comply with applicable law.

(e) Survival of Provisions: Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement shall survive any such termination or expiration.

7. Representation and Warranties

7.1 Each Party represents and warrants that: (a) it is a corporation duly incorporated, validly existing, and in good standing under the laws of its jurisdiction; (b) it has the corporate power and authority to enter into this Agreement and fulfill its obligations; and (c) the person signing on its behalf has full authority to bind the Party to the terms of this Agreement.

7.2 Client represents and warrants that: (a) it has obtained all necessary rights and permissions to provide Client Data to Company and grant the rights to Company under this Agreement; and (b) no Client Data or its transfer to Company violates any laws or third-party rights, including intellectual property, privacy, or publicity rights, and is consistent with applicable privacy policies.

7.3 Company warrants that the Subscribed Services will perform substantially in accordance with the specifications in the Documentation or the Supplemental Terms during the Subscription Term. If the Subscribed Services fail to conform to this warranty, Client must notify Company within 20 days. Company will then make commercially reasonable efforts to provide a conforming version. If Company fails to do so within 30 days and the nonconformance materially impacts the value of the Subscribed Services, Client may terminate the Order and receive a refund for unused subscription fees, unless Company provides reasonable assurance of a timely fix. These remedies are exclusive and limit Company's liability for nonconformance, errors, or service interruptions.

7.4 The warranty in Section 7.3 is contingent on Client's proper use of the Subscribed Services as intended. It does not cover services that have been misused, altered by unauthorized parties, or affected by external factors not provided by Company.

7.5 Except as expressly provided in this Agreement, Company disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement, to the fullest extent permitted by law.

8. Limitation of Liability

8.1 Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including lost data, profits, or costs of procuring substitute goods or services, even if advised of the possibility of such damages.

8.2 To the maximum extent permitted by law, Company's aggregate liability to Client for damages related to this Agreement shall not exceed the fees paid by Client for the Subscribed Services in the six (3) months immediately preceding the claim.

8.3 Client acknowledges that the pricing reflects the allocation of risk under this Agreement, and Company would not enter into this Agreement without these liability limitations.

8.4 Client understands that the performance and results of the Subscribed Services may depend on the inputs provided by the Client, including Client Data, where applicable. Client assumes all risks and liabilities arising from its use of the Subscribed Services, including any claims related to personal injury,

clinical trials, or the use of results generated from the Subscribed Services, to the extent those results are based on or influenced by the Client's inputs.

9. Indemnification

9.1 Client shall indemnify, hold harmless, and defend Company and its affiliates from any claims, damages, or expenses arising from: (a) Client Data; (b) Client's breach of this Agreement or violation of law or third-party rights; or (c) matters in Section 8.4.

9.2 Company shall indemnify, hold harmless, and defend Client from any claims that the Subscribed Services infringe a valid U.S. patent, copyright, or intellectual property right, except where the claim arises from: (a) Client-provided materials; (b) Client's combination or use of the Subscribed Services with other software or hardware; (c) Client's business methods or processes; or (d) matters covered by Client's indemnity obligations in Section 9.1. In case of an infringement claim, Company may either secure the necessary rights or modify the Subscribed Services to avoid infringement. If the modification materially affects the functionality, Client may terminate the Agreement and receive a refund for any unused subscription fees. This is Client's sole remedy for intellectual property infringement.

9.3 To seek indemnification, the indemnified Party must: (a) promptly notify the indemnifying Party of any claim; (b) allow the indemnifying Party to control the defense and settlement of the claim; and (c) cooperate with the indemnifying Party at its expense. The indemnifying Party may not settle or enter judgment without the indemnified Party's consent if it admits wrongdoing or imposes liability on the indemnified Party. The indemnified Party may participate in the defense at its own expense.

10. Miscellaneous

10.1 Feedback. If Client or its employees, consultants, contractors, or agents provide any feedback, suggestions, or recommendations regarding Company's intellectual property, including new features or functionality ("Feedback"), Client grants Company all rights to use such Feedback, without obligation, attribution, or compensation. Client assigns all rights, title, and interest in any ideas, concepts, or intellectual property in the Feedback to Company. Feedback is voluntary, and Company is under no obligation to use it.

10.2 Publicity. Company may use Client's name and logo in marketing materials to identify Client as a customer. Client grants Company a non-exclusive, royalty-free license to use its trademarks for this purpose.

10.3 Export Laws. The Subscribed Services and Company Software may be subject to export controls and other laws. Client agrees to comply with all applicable export regulations and represents that neither Client nor its employees, agents, or Named Users are located in, or citizens of, restricted countries (e.g., Cuba, Iran, North Korea, Syria) or are listed on restricted party lists. Company may block access to the Subscribed Services if any user is found to be in a restricted country.

10.4 Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Disputes will be resolved exclusively in the state or federal courts in Boston, Massachusetts.

10.5 Validity. If any provision of this Agreement is found to be illegal or unenforceable, the remaining provisions will remain in full effect. The Parties will amend the Agreement to replace any unenforceable provision with a mutually acceptable alternative.

10.6 Relationship. The Parties are independent contractors. This Agreement does not create a joint venture, partnership, or agency relationship.

10.7 Non-Waiver. A waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breaches. Delays or omissions in exercising rights under this Agreement do not waive those rights.

10.8 Integration; No Amendment. This Agreement constitutes the entire understanding between the Parties. Any additional terms in Client's purchase order are superseded by this Agreement. Amendments must be in writing and signed by both Parties.

10.9 Assignment. Client may not assign or transfer its rights or obligations under this Agreement without Company's prior written consent. Any unauthorized assignment is void. This Agreement binds and benefits the Parties' successors and permitted assigns.

10.10 Interpretation. Headings are for convenience only and do not affect the interpretation of this Agreement. The words "include" and "including" are meant to be followed by "without limitation." References to laws include amendments and re-enactments.

10.11 Citation. If Client publishes results obtained using the Subscribed Services, it will appropriately cite Company's software and services, including Company's full corporate name and the name of the SaaS Offering used.

10.10 Federal Acquisition Regulations. For U.S. Government agencies, the Subscribed Services and related materials are "commercial computer software," subject to applicable Federal Acquisition Regulations. Government users acquire rights to use the services only as explicitly granted under this Agreement.

10.13 Force Majeure. Company is not liable for failure to perform due to circumstances beyond its control, including natural disasters, epidemics, war, third-party failures, labor disputes, or government actions.

10.14 Notices. Notices under this Agreement must be in writing and sent to the addresses specified on the Order. Notices to Company should also be emailed to legal@company.com.

10.15 Signatures. Orders may be executed in counterparts, including via electronic signature or PDF exchange, which shall be legally binding.