

## Exhibit B: Terms

### **1. Service Provision, Access and Modification**

#### **1.1 Service Provision and Access**

Alphacruncher shall make the Services available to the Customer for the Term solely for use by the Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and the Order Form. The Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Services by each such Contractor or Affiliate is solely for the benefit of the Customer or such Affiliate. The Customer shall be responsible for each User's compliance with this Agreement.

#### **1.2 Modification**

The Services are subject to modification from time to time at Alphacruncher's sole discretion. Alphacruncher shall provide the Customer prior notice of any material modifications.

### **2. Parties' Compliance**

#### **2.1 Alphacruncher's Compliance**

Alphacruncher shall provide the Services in accordance with its obligations under laws and government regulations applicable to Alphacruncher's provision of the Services to its customers generally, including, without limitation, those related to data protection laws.

#### **2.2 The Customer's Compliance**

The Customer agrees not to, and not to allow the Users or any third party to use the Services:

- to violate, or encourage the violation of, the legal rights of others (for example, this may include allowing Users to infringe or misappropriate IP Rights of others in violation of the Swiss Federal Copyright Act);
- to use or exploit trademarks or proprietary content in any way that is not expressly authorized by the owners of the trademarks and content;
- to engage in, promote or encourage illegal activity;
- to provide false personal information, create a false identity, or impersonate another person or entity for use of the Services;
- to disable, interfere with or circumvent any aspect of the Services.

### **3. Intellectual Property**

#### **3.1 Alphacruncher Technology**

The Customer agrees that Alphacruncher or its suppliers retain all right, title and interest (including all IP Rights) in and to the Alphacruncher Technology. Except for

the express limited rights set forth in this Agreement (in particular sections 1.1 and 5.6 of the Terms), no right, title or interest in any Alphacruncher Technology is granted to the Customer. Furthermore, the Customer acknowledges that the Services are offered as an online, hosted solution and that the Customer has no right to obtain a copy of the underlying computer code for any Service, except (if applicable) for the Client Software in object code format. Notwithstanding anything to the contrary herein, Alphacruncher may freely use and incorporate into Alphacruncher's Technology any Feedback provided by the Customer.

### **3.2 Usage Data**

Notwithstanding anything to the contrary in this Agreement, Alphacruncher may collect and use Usage Data to develop, improve, support, and operate its Services. Alphacruncher may not share any Usage Data that includes the Customer's Confidential Information with a third Party except (i) in accordance with section 6 (Confidential Information) of this Agreement, or (ii) to the extent the Usage Data is aggregated and anonymized such that the Customer and the Customer's Users cannot be identified.

### **3.3 The Customer's Name, Logos, Trademarks and Service Marks**

Alphacruncher may use and display the Customer's name, logo, trademarks, and service marks on Alphacruncher's website and in Alphacruncher's marketing materials in connection with identifying the Customer as a customer of Alphacruncher. Upon the Customer's written request, Alphacruncher shall promptly remove any such marks from Alphacruncher's website and, to the extent commercially feasible, Alphacruncher's marketing materials. If Alphacruncher requests, the Customer agrees to participate in a case study, press release and/or cooperate with Alphacruncher in speaking to the media, and to speak at a future Alphacruncher event.

### **3.4 Open Source Software**

The Services may include Open Source Software which is licensed under the terms of the license that accompanies such Open Source Software. Such license terms are listed in the Documentation. Nothing in these Terms limits the Customer's rights under, or grants the Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software.

## **4. Customer Data**

### **4.1 Rights in Customer Data**

As between the parties, the Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Service as

provided to Alphacruncher. Subject to the terms of this Agreement, the Customer hereby grants to Alphacruncher and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent necessary to provide the Services to the Customer or as may be required by law.

#### **4.2 Obligations**

The Customer shall ensure that all Customer Data complies with applicable laws and government regulations. The Customer is solely responsible for the accuracy, content and legality of all Customer Data. The Customer warrants that the Customer has and will have sufficient rights in the Customer Data to grant the rights to Alphacruncher under this Agreement and that the Customer Data will not violate the rights of any third Party.

#### **4.3 Data Protection (Privacy)**

The parties shall comply with the Data Processing Addendum. All provisions regarding the privacy of Customer Data are set forth in Exhibit E: Data Processing Agreement pursuant to Art. 28 GDPR (or a corresponding provision pursuant to national laws).

### **5. Provisions relating to Scientific Services**

#### **5.1 Scope and Use of Subcontractors**

Alphacruncher will perform the Scientific Services for the Customer as set forth in each applicable Statement of Work, subject to the terms and conditions of the Agreement. The actual scope is described in the SOW.

Alphacruncher may use Subcontractors to deliver the Scientific Services but will remain responsible for their performance of those Scientific Services under the applicable terms and conditions of the SOW.

#### **5.2 Personnel**

Alphacruncher's personnel that Alphacruncher assign to perform the Scientific Services will be professional and qualified in the performance of the relevant Scientific Services. If the Customer, in its reasonable judgement, believes that personnel assigned to the Scientific Services does not meet the qualification requirements, Alphacruncher will in good faith discuss alternatives and will replace Alphacruncher personnel as reasonably necessary. Where expressly stated in a SOW, Alphacruncher will not remove Personnel expressly named in the SOW without the prior written permission of the Customer which shall not be refused but for reasonable grounds.

### **5.3 Cooperation**

The Customer acknowledges that timely access to applicable Customer Materials, resources, personnel, equipment or facilities is essential for the provision of the Scientific Services. The Customer agrees to provide such access and to reasonably cooperate with Alphacruncher during the provision of Scientific Services. Alphacruncher will have no liability for any delay or deficiency of the Scientific Services to the extent resulting from the Customer's breach of its obligations under this section 5.3.

### **5.4 Customer Materials**

The Customer hereby grants Alphacruncher a limited right to use any Customer Materials provided to Alphacruncher in connection with Scientific Services solely for the purpose of providing Scientific Services to the Customer. The Customer will retain any of its rights (including all IP Rights) in and to the Customer Materials. Alphacruncher will treat Customer Materials subject to the confidentiality obligations under section 6 (Confidential Information). The Customer warrants that the Customer has and will have sufficient rights in the Customer Materials to grant the rights to Alphacruncher under this Agreement and that the Customer Materials will not violate the rights of any IP Rights.

### **5.5 Access to Customer Data**

With respect to access to any Customer Data, the Customer is solely responsible for ensuring that both the duration and scope of access is strictly limited to the access required under the specific SOW. The Customer agrees that it will not grant Alphacruncher access to Customer Data unless specifically required and noted in a SOW, and only while the Scientific Services are provided.

### **5.6 License to Deliverables**

The Scientific Services Alphacruncher performs and the resulting Deliverables are generally applicable to Alphacruncher's business and are part of Alphacruncher Technology. Subject to the terms and conditions of the Agreement, Alphacruncher hereby grants the Customer a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with such the Customer's use of the Services during the period in which such the Customer has valid access to the Services. The Parties may mutually agree to SOWs with additional terms and restrictions related to the use of Deliverables provided as part of that project, in which case those terms and restrictions shall also apply for purposes of those Deliverables only.

## **5.7 Change Orders**

The Customer may submit written requests to Alphacruncher to change the scope of Scientific Services under an existing Statement of Work. Alphacruncher shall promptly notify the Customer if it believes that the requested change requires an adjustment to the Fees, schedule, assumptions or scope for the performance of the Scientific Services. Neither Party is bound by a change request unless agreed in writing by both parties pursuant to a mutually executed amendment or change order to a SOW. Alphacruncher shall continue to perform Scientific Services pursuant to the existing Statement of Work unless the parties mutually agree to such amendment or change order.

## **6. Confidential Information**

### **6.1 Confidentiality**

Each Party acknowledges it may have access to Confidential Information of the other Party. Each Party agrees to keep the Confidential Information of the other Party confidential and to take all reasonable precautions, at least to the same degree of care and precautions the receiving Party would take to protect the confidential nature of its own information, not to disclose copy, distribute or otherwise disseminate the Confidential Information to any third parties. The Receiving Party may disclose the Confidential Information only to those employees, agents and Subcontractors who have a legitimate business reason to have such access for purposes of performing its obligations under these Terms, and are subject to the requirement to abide by a non-disclosure agreement substantially similar to these Terms' non-disclosure obligations. Notwithstanding the foregoing, third parties shall include any individuals employed by, or acting on behalf or under the direction of, a direct competitor of either Party.

### **6.2 Exclusion**

Confidential Information does not include information (i) that is published or available to the public other than by breach of these Terms; (ii) otherwise rightfully received by the non-disclosing Party from a third Party without obligations of confidentiality; (iii) independently developed by the non-disclosing Party's employees having no access to the disclosed information; (iv) known to the non-disclosing Party before receiving the Confidential Information from the Disclosing Party under this or any prior agreement of the parties; (v) disclosed by the Disclosing Party to a third Party without restrictions; or (vi) is disclosed under operation of law; or (vii) is disclosed by recipient with discloser's prior written approval.

## **7. Payment**

### **7.1 Fees**

All fees and payment terms are as set forth in the applicable Order. Except as expressly set forth in this Agreement, all payment obligations are non-cancellable and Fees are non-refundable. If the Customer issues a purchase order upon entering into an Order Form, then: (i) any such purchase order submitted by the Customer is for its internal purposes only, and Alphacruncher rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement and such additional or conflicting terms shall have no effect, (ii) it shall be without limitation to Alphacruncher's right to collect Fees owing hereunder, (iii) it shall be for the total Fees owing under the applicable Order, and (iv) on request, Alphacruncher shall reference the purchase order number on its invoices (solely for administrative convenience), so long as the Customer provides the purchase order at least ten (10) business days prior to the invoice date.

## **7.2 Taxes**

Fees do not include Taxes. The Customer is responsible for paying all Taxes associated with its purchases hereunder including without limitation all use or access of the Service by its Users. If Alphacruncher has the legal obligation to pay or collect Taxes for which the Customer is responsible under this section, Alphacruncher shall invoice the Customer and the Customer shall pay that amount unless the Customer provides Alphacruncher with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes shall not be deducted from payments to Alphacruncher, except as required by applicable law, in which case the Customer shall increase the amount payable as necessary so that, after making all required deductions and withholdings, Alphacruncher receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Alphacruncher's request, the Customer shall provide to Alphacruncher its proof of withholding tax remittance to the respective tax authority. Where applicable, the Customer shall provide its VAT Registration Number on the Order Form to confirm the business use of the ordered services.

## **7.3 Payment**

All payments shall be made in accordance with the payment schedule described in the applicable Order Form and shall be due within thirty (30) days of invoice.

## **7.4 Alphacruncher Credits**

**7.4.1** No refunds or credits shall be provided for any unused Alphacruncher Credits following either the expiration of the Term as identified in the applicable Order Form or Statement of Work or upon the termination of the Agreement: (i) by the Customer for any reason; or (ii) by Alphacruncher for the Customer's breach of the Agreement.

If no term is identified in an Order or a Statement of Work, the Alphacruncher Credits shall expire 12 months from the date the order is placed.

- 7.4.2** The Customer may purchase additional Alphacruncher Credits or renew access to Service for an immediately succeeding term of not less than one (1) year before the end of the Term hereunder via a separate Order (a “Renewal Order Form”). If, as part of such Renewal Order Form, the Customer purchases Alphacruncher Credits or renews access to Service, the balance of any unconsumed Alphacruncher Credits as of the expiration of the Term shall roll over into such immediately succeeding Renewal Order Form term. Otherwise, any unconsumed Alphacruncher Credits hereunder expires and becomes void automatically at the end of the Term.

## **8. Warranties**

### **8.1 Scope of Warranties**

Alphacruncher warrants that: (i) each Service shall operate in substantial conformity with the applicable Documentation and (ii) Scientific Services and Deliverables shall be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable Statement of Work.

This warranty shall not apply if the error or non-conformance was caused by misuse of the Service or Deliverables, modifications to the Service or Deliverables by the Customer or any third-Party, or third-Party hardware, software, or services used in connection with the Service.

### **8.2 Remedies**

If Alphacruncher is not able to correct any reported nonconformity with the warranties set above, either Party may terminate the applicable Order or Statement of Work (as applicable, and the Customer, as its sole remedy, shall be entitled to receive a refund of any unused Fees that the Customer has pre-paid for the applicable Service or Scientific Services purchased thereunder).

## **9. Indemnification**

### **9.1 Alphacruncher’s Indemnification Obligations**

Alphacruncher shall defend the Customer and its Affiliates and indemnify them against Indemnified Liabilities in any legal proceeding to the extent arising from an allegation that the Customer or its Affiliates’ use in accordance with this Agreement of any of Alphacruncher Indemnified Materials infringes a third party's IP Rights.

### **9.2 The Customer’s Indemnification Obligations**

Unless prohibited by applicable law, the Customer shall defend Alphacruncher and its Affiliates and indemnify them against Indemnified Liabilities in any legal proceeding to the extent arising from: (i) any Customer Indemnified Materials; or (ii) the

Customer's or a User's use of the Services in violation of the terms and conditions set forth in the Agreement.

### **9.3 Indemnification Exclusions**

Sections 9.1 (Alphacruncher's Indemnification Obligations) and 9.2 (The Customer's Indemnification Obligations) shall not apply to the extent the underlying allegation arises from: (i) the indemnified Party's breach of the Agreement; or (ii) a combination of Alphacruncher Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying Party under the Agreement, unless the combination is required by the Agreement.

### **9.4 Indemnification Conditions**

The obligations set forth in sections 9.1 (Alphacruncher Indemnification Obligations) and 9.2 (Customer's Indemnification Obligations) shall have the following prerequisites:

**9.4.1** The indemnified Party must promptly notify the indemnifying Party in writing of any allegation(s) that preceded the legal proceeding and cooperate reasonably with the indemnifying Party to resolve the allegation(s) and a legal proceeding. If breach of this section 9.4.1 prejudices the defence of the legal proceeding, the indemnifying Party's obligations under sections 9.1 (Alphacruncher Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) shall be reduced in proportion to the prejudice.

**9.4.2** The indemnified Party must tender sole control of the indemnified portion of the legal proceeding to the indemnifying Party, subject to the following: (i) the indemnified Party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified Party to admit liability, pay money, or take (or refrain from taking) any action, shall require the indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

### **9.5 Remedies**

If Alphacruncher reasonably believes the Services might infringe a third party's IP Right, then Alphacruncher may, at its sole option and expense: (i) procure the right for the Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

If Alphacruncher does not believe the remedies set forth above are commercially reasonable, then Alphacruncher may terminate the impacted Services.



**9.6 Sole Rights and Obligations**

To the extent permitted by applicable law this section 9 states the parties’ sole and exclusive remedy under this Agreement for any third party allegations of IP Rights Infringement covered by this section 9.

**10. Liability**

**10.1 Limited Liabilities**

To the extent permitted by applicable law and subject to section 10.2 neither Party shall have any Liability arising out of or relating to the Agreement for any: (i) lost revenues, profits, savings or goodwill; or (ii) indirect, special, incidental, consequential, or punitive damages. Each Party’s total liability for damages arising out of slight negligence relating to the Agreement is limited to the Fees paid by the Customer under the Agreement during the 12 months period before the event giving rise to liability.

**10.2 Unlimited Liabilities**

Nothing in the Agreement excludes or limits either Party’s Liability for: (i) death, personal injury or tangible personal property damage resulting from its negligence or the negligence of its employees or agents; (ii) intentional or grossly negligent behaviour; (iii) fraud or fraudulent misrepresentation; (iv) or other matters for which liability cannot be excluded or limited under applicable law.

**10.3 Force Majeure**

Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such Party’s reasonable control, including but not limited to acts of God, labour disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

**11. Term and Termination**

**11.1 Term**

This Agreement is effective as of the Effective Date and shall remain in effect until terminated in accordance with its terms. The Agreement shall terminate upon expiration of the applicable Term set forth in the Order or SOW, unless expressly stated otherwise therein or in this Agreement.

## **11.2 Termination for cause**

Either Party may terminate this Agreement if the other Party (i) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that Party and is not dismissed within 60 days. Except where an exclusive remedy is specified, the exercise of either Party of any remedy under this Agreement, including termination, shall be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

## **11.3 Effect of termination, Retrieval Right**

If the Customer exercises its Retrieval Right, this Agreement shall continue in full force and effect for the duration of the Retrieval Right. Alphacruncher shall have no further obligation to make Customer Data available after termination of this Agreement and shall thereafter promptly delete Customer Data. After the Retrieval Right period, the Customer shall have no further access to Customer Data and shall cease use of and access to the Service (including any related Alphacruncher Technology) and delete all copies of Documentation, any Service passwords or access codes, and any other Confidential Information in its possession.

## **12. Suspension of Service**

In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Alphacruncher reserves the right to suspend provision of Services; (i) if the Customer is thirty (30) days or more overdue on a payment, (ii) if Alphacruncher deems such suspension necessary as a result of the Customer's breach of section 2.2, (iii) if Alphacruncher reasonably determines suspension is necessary to avoid material harm to Alphacruncher or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Alphacruncher's control, (iv) there is suspected unauthorized third-Party access to the Services, or (v) as required by law or at the request of governmental entities. Alphacruncher will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At the Customer's request, unless prohibited by law, Alphacruncher shall notify the Customer of the basis for the suspension as soon as is reasonably possible.

## **13. Final Provisions**

### **13.1 Waiver**

The terms and provisions of this Agreement may not be waived, altered, modified or amended except in writing executed by both Parties.

### **13.2 Severability Clause**

If this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and such invalid, illegal and unenforceable provision shall be reformed and construed so that it shall be valid, legal and enforceable to the maximum extent permitted by law. The Parties hereby agree to meet in order to adopt a new clause conforming to the spirit and purpose of the void clause.

### **13.3 Assignment**

Neither Party may assign or transfer this Agreement or any part thereof without the prior written consent of the other Party, except that either Party may assign or transfer this Agreement without such consent in connection with a divestiture, reorganization, merger, acquisition, consolidation or similar such transaction.

### **13.4 Entire Agreement**

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Alphacruncher may change and update any Service (in which case Alphacruncher may update the applicable Documentation accordingly), subject to the warranty in section 8.1 (Scope of Warranties).

### **13.5 Third Party Beneficiaries**

There are no third-Party beneficiaries under this Agreement.

### **13.6 Counterparts**

The Parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together shall constitute one instrument.

### **13.7 Electronic Signatures**

The Parties consent to electronic signatures.

### **13.8 Emails**

Under this Agreement, the Parties may use emails to satisfy written approval and consent requirements.

### **13.9 Independent Contractors**

The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby

between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent and neither Party's employees are eligible for any form or type of benefits, including, but not limited to, health, life or disability insurance, offered by the other Party to its employees.

**14. Governing Law and Jurisdiction**

This Agreement is governed by the law of Switzerland, with exclusion of the Vienna Convention on the International Sales of Goods (CISG).

The Parties hereto shall use their reasonable efforts to reach an amicable agreement with respect to any disputes which may arise in connection with this Agreement.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, validity or invalidity thereof, which are not amicably settled shall be decided exclusively by the competent Courts in St. Gallen, Switzerland.