

Important read carefully: This Data Evaluation Agreement, together with all Order Forms, (collectively, the “**Agreement**”) is binding and enforceable between you (“**Client**”) and the PDI group entity identified in the signature section of the applicable Order Form (“**PDI**”). This Agreement sets forth the terms pursuant to which Client will be permitted to receive certain PDI data. By executing an Order Form that references this Agreement, Client agrees to the terms of this Agreement. Each of PDI and Client is a “**Party**” and together, the “**Parties**”. This Agreement is effective as of the applicable Order Form Effective Date (defined below).

WHEREAS, Client desires from PDI, and PDI desires to grant to Client, the right to access and use certain PDI data sets or some subset thereof, as more fully described in the applicable Order Form (the “**Evaluation Data**”), for a limited period of time in order to evaluate Client’s interest in transacting with PDI for a more expansive and longer-term license to the Evaluation Data and updates thereto, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The following terms will have the meanings set forth in this Section 1 for purposes of this Agreement:

- 1.1. “**Access Right**” has the meaning set forth in Section 2(c).
- 1.2. “**Affiliate**” means with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity (ownership of more than fifty percent (50%) of assets or stock with control over day-to-day operations).
- 1.3. “**Applicable Law**” means any applicable federal, state or local law, rule, or regulation including, but not limited to, laws governing antitrust, advertising, privacy, and product sales.
- 1.4. “**Authorized User**” means Client’s employees permitted by Client to access and use the Data Platform and/or the Evaluation Data on behalf of Client.
- 1.5. “**Change of Control**” means a merger, acquisition, divestiture, sale of assets or equity, or similar transaction in which, in each of the foregoing cases, all or substantially all the assignor’s business is transferred to the assignee or successor entity.
- 1.6. “**Client Computing Devices**” has the meaning set forth in Section 2(e).
- 1.7. “**Confidential Information**” means any information disclosed at any time by a Disclosing Party to the Receiving Party or otherwise obtained by the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation any information relating to the business of the Disclosing Party, any formulations, processes, technical data, reports, analyses, research results, trade secrets, intellectual property rights, personal, commercial, legal, financial, strategic, marketing or technical information, pricing, unpublished and price sensitive information, strategy, plans or other such information, source code, customer/prospect names, customer/prospect lists and customer/prospect data, in whatever form or medium and (without prejudice to the foregoing) any information disclosed to the Disclosing Party by third parties including (without limitation) by, or relating to, any customers, prospects, suppliers, officers or employees of the Disclosing Party. Additionally, the terms of this Agreement shall be deemed to be Confidential Information.
- 1.8. “**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.9. “**Data Platform**” means software deployed as Software as a Service (“**SaaS**”) that enables the collection, storage, processing, analysis, and distribution of data, which may be made available by PDI to Client pursuant to an Order Form. The Data Platform may be owned by PDI or licensed by PDI from third parties.
- 1.10. “**Data Provider Parties**” has the meaning set forth in Section 9.
- 1.11. “**Definitive Agreement**” has the meaning set forth in Section 2(a).
- 1.12. “**Disclosing Party**” means the Party (including its Affiliates) that shares, reveals, or provides Confidential Information to the other Party under this Agreement. The Disclosing Party is the owner of such disclosed Confidential Information.
- 1.13. “**License**” has the meaning set forth in Section 2(a).

- 1.14. **“Order Form”** means an ordering document that (a) is signed by Client and a member of the PDI Group and (b) expressly references and incorporates this Agreement. Each Order Form is subject to the terms of, and is deemed incorporated into, this Agreement and is effective beginning on the date set forth thereon (the **“Order Form Effective Date”**). Order Forms may contain additional terms and conditions applicable to the Evaluation Data provided thereunder.
- 1.15. **“Order Form Effective Date”** has the meaning set forth in Section 1.14.
- 1.16. **“PDI Group”** means PDI Technologies, Inc. and all of its Affiliates.
- 1.17. **“Person”** means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association, or other entity.
- 1.18. **“Personal Information”** has the meaning set forth in Section 2(b).
- 1.19. **“Receiving Party”** means the Party (including its Affiliates) that obtains, accepts, or is given access to the Confidential Information from the other Party under this Agreement.
- 1.20. **“Representative”** means each of a Party’s Affiliates, officers, directors, employees, or legal representatives.
- 1.21. **“Term”** has the meaning set forth in Section 4(a).
- 1.22. **“Tests”** has the meaning set forth in Section 2(a).

2. Evaluation Data License; Data Platform Access Right.

- a. Evaluation Data License. Subject to the terms and conditions of this Agreement, PDI grants Client a limited, non-assignable, non-transferable, non-sublicensable, non-exclusive, royalty-free right and license, during the applicable Order Form term to evaluate and use a particular subset of the Evaluation Data solely for performing internal tests for Client’s internal analysis and assessment purposes (the **“Tests”**), and to evaluate a possible business transaction with PDI for a more expansive and longer-term license to the Evaluation Data (the **“License”**), subject to a definitive agreement between the Parties (the **“Definitive Agreement”**). Nothing in this Agreement shall obligate either Party to enter into a Definitive Agreement and nothing herein shall be interpreted to require PDI to grant Client a license to the Evaluation Data other than as set forth in this Agreement. Client acknowledges and agrees that the Evaluation Data is being provided to Client at no charge on a trial basis for the applicable Order Form term.
- b. Evaluation Data Use Restrictions. Client shall only use the Evaluation Data for the purpose expressly stated in Section 2(a). Client will not, directly or indirectly (i) use the Evaluation Data for the targeting of any advertisements or in any live campaign, or for any purpose other than strictly to perform the Tests; (ii) except as expressly permitted herein, disclose any of the Evaluation Data to any third party, or permit any use of or access to the Evaluation Data by any third party, without PDI’s prior written consent in each instance; (iii) modify, adapt, translate, or create derivative works of the Evaluation Data (including by incorporating the Evaluation Data in other datasets, test products, products, or in reports, other than reports of the Tests); (iv) use the Evaluation Data for the benefit of a third party; (v) sell, offer to sell, transfer, import, distribute, test market, display, perform (whether publicly or otherwise), execute, or otherwise exploit (or cause others to do any of the foregoing), the Evaluation Data except as expressly permitted in this Agreement; or (vi) merge, or attempt to merge, the Evaluation Data with any information used or intended to be used to identify a particular individual, including name, address, telephone number, email address, financial account number and government-issued identifier (collectively **“Personal Information”**) or to re-identify any individual who is the subject of the Evaluation Data without obtaining such individual’s opt-in consent. Failure to comply with the aforementioned terms shall be grounds for termination by PDI as set forth in Section 4(b). Notwithstanding anything to the contrary contained herein, Client may disclose the Evaluation Data to its Representatives who have a need to access the Evaluation Data to perform the Tests. Client shall issue appropriate instruction to each Representative with access to the Evaluation Data regarding the restrictions set forth in this Agreement, and Client shall be responsible for all use of the Evaluation Data by its Representatives and any other third party to which Client discloses the Evaluation Data as permitted by PDI hereunder. Any breach of this Agreement by any Representative or any such third party shall be deemed a breach of this Agreement by Client.
- c. Data Platform Access Right. If Client will be utilizing PDI’s Data Platform to access the Evaluation Data, PDI hereby grants to Client a non-exclusive right to access and use the Data Platform(s) solely (i) for the term set forth in the applicable Order Form; and (ii) in accordance with all applicable documentation, to the extent provided to Client, and the restrictions and other terms and conditions set forth in this Agreement and the applicable Order Form (the **“Access**

Right”). The Order Form may set forth certain restrictions on Client’s use of the Data Platform, including without limitation concerning (X) the amount of storage available to Client and (Y) the number and type of Authorized Users who may access the Data Platform. No training for the Data Platform is included pursuant to this Agreement unless expressly agreed to in an Order Form.

- d. **Data Platform Use Restrictions.** Client will use the Data Platform solely in accordance with the Access Right and will not allow any Person that is not a Client employee to access the Data Platform without obtaining PDI’s prior written approval. Client will not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Data Platform in any way; (ii) send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material including material violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts or programs; (iv) interfere with or disrupt the integrity or performance of the Data Platform, the interface to the Data Platform or the data or content contained therein; (v) use, copy or modify the Data Platform, the interface to the Data Platform or any portion thereof, or knowingly allow another party to do so, except as expressly permitted hereunder; (vi) attempt or knowingly allow another party to attempt to decompile, reverse engineer, hack or otherwise gain unauthorized access to, use or modify the source code or protocols from the object code for the Data Platform; (vii) use the Data Platform in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Data Platform; (viii) use any Data Platform to facilitate, enable, or coordinate the exchange of any confidential or competitively sensitive information or pricing strategies, decisions, or agreements with Client’s competitors or engage in any form of price coordination or collusion with Client’s competitors; (ix) use any Data Platform in a manner that impedes Client’s own independent judgment when setting prices or making competitive decisions; or (x) discuss with any of Client’s competitors how Client uses any Data Platform to support any of Client’s competitive decision making. Additionally, Client will not use the Data Platform in excess of any restrictions specified in the applicable Order Form. If Client’s usage of the Data Platform exceeds the limitations set forth in such Order Form, PDI reserves the right to unilaterally suspend Client’s access to the Data Platform.
- e. **Client Computing Devices.** Client will be responsible for obtaining, at its sole cost and expense, all equipment and infrastructure necessary to enable it to access and use the Data Platform, including without limitation (i) network-capable computing devices that run an operating system approved by PDI for use with the Data Platform (“**Client Computing Devices**”); (ii) industry standard virus protection software, which will be installed on all Client Computing Devices and servers that are connected to the Data Platform; and (iii) personnel having the training and skills necessary to access and use the Data Platform.
- f. **Authorized Users.** Client shall be responsible for providing its Authorized Users access to and use of the Data Platform and Evaluation Data by providing such Authorized Users with usernames/passwords. Authorized Users shall, at all times, abide by the terms set forth in this Agreement and the applicable Order Form. Client shall be liable for any breach of the Agreement, including the applicable Order Form, by an Authorized User. Client and all Authorized Users shall protect the confidentiality of all account information, including usernames and passwords. In the event that an Authorized User becomes aware that the security of such person’s login information has been breached, the Authorized User shall immediately notify Client and Client shall immediately de-activate such account or change the account’s login information and notify PDI. Client will not share any Authorized User account information related to the Data Platform, including Authorized User account names and associated passwords, with any Persons who are not authorized to access the Data Platform pursuant to the applicable Order Form. Client acknowledges that it is responsible for any activities that occur through such Authorized User accounts. Only Authorized Users with verified account credentials are permitted to use applicable Data Platform support services.

- 3. **Ownership.** As between the Parties, PDI owns and retains all right, title, and interest in and to the Data Platform, the Evaluation Data and its data sources, including, without limitation, all intellectual property rights therein, including all rights of reproduction, modification, distribution, display, disassembly, de-compilation, the right to create derivative works, and all copyright, patent, trademark, trade secret and other proprietary rights and interests in and to the Data Platform and the Evaluation Data. Except for the limited license granted in Section 2(a) and the limited Access Right granted in Section 2(c), nothing in this Agreement shall be construed to grant Client any rights, title, or interest in or to the Data Platform and/or the Evaluation Data, including any intellectual property rights, all of which are expressly reserved by PDI. If Client provides any feedback to PDI concerning the functionality and performance of a Data Platform or Evaluation Data, Client hereby assigns to PDI all right, title, and interest in and to the feedback, and PDI is free to use the feedback without payment or restriction.

4. Term and Termination.

- a. Term. This Agreement shall commence on the Order Form Effective Date and shall be coterminous with the applicable Order Form (the “Term”).
- b. Termination. PDI shall have the right to terminate this Agreement and/or the applicable Order Form immediately upon written notice if (i) Client uses the Evaluation Data in violation of Applicable Laws; or (ii) Client violates the use restrictions set forth in Section 2(b).
- c. Suspension Rights. If Client or any of its Authorized Users violates Section 2(b) “Evaluation Data Use Restrictions”, Section 2(d) “Data Platform Use Restrictions” or if PDI believes that such a violation has occurred, PDI may, without limitation to any of its other rights or remedies, immediately suspend access to the Evaluation Data and/or the Data Platform until the circumstances giving rise to such violation have been removed.
- d. Effect of Termination or Expiration. Upon termination or expiration of this Agreement and/or the applicable Order Form: (i) the License set forth in Section 2(a) shall immediately terminate and Client shall immediately cease all access to and use of the Evaluation Data; (ii) the Access Right set forth in Section 2(c) shall immediately terminate; and (iii) Client shall destroy the Evaluation Data within three (3) business days and provide PDI with written certification of the destruction of, all documents, computer files and other materials containing any Evaluation Data, including any copies or materials that reference the Evaluation Data, and the results of, and any information or materials derived from the results of, the Tests.

5. Warranties and Representations.

- a. Mutual Warranty. Each Party represents and warrants that it will comply with all Applicable Laws to which such Party is subject in connection with such Party’s activities under this Agreement.
- b. Data Warranty. The Evaluation Data and Data Platform are being provided “as is”. PDI shall not be liable to Client or to any other person, firm or corporation whatsoever for any inaccuracies, errors or omissions in the Evaluation Data or Data Platform.
- c. PDI Warranties. PDI represents and warrants the following: (i) PDI’s execution, delivery and performance of this Agreement has been authorized by all necessary corporate action, does not violate the terms of any Applicable Law, does not violate the terms of any material agreement to which PDI is a party, and is not subject to the consent or approval of any third party; (ii) the intended use of the Evaluation Data and Data Platform as contemplated in this Agreement will not breach any contractual obligation to any third party; and (iii) this Agreement is the valid and binding obligation of PDI, enforceable against PDI in accordance with its terms.
- d. Client Warranties. Client represents and warrants that: (i) Client’s execution, delivery and performance of this Agreement has been authorized by all necessary corporate action, does not violate the terms of any Applicable Law, does not violate the terms of any material agreement to which Client is a party, will not breach any contractual obligation to any third party, and is not subject to the consent or approval of any third party; (ii) this Agreement is the valid and binding obligation of Client, enforceable against Client in accordance with its terms; and (iii) Client will comply with all Applicable Laws in performing its obligations hereunder and with conducting the Tests.

- 6. Disclaimer.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTION 5, THE EVALUATION DATA AND DATA PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND PDI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND DISCLAIMS ALL SUCH OTHER WARRANTIES (INCLUDING, WITHOUT LIMITATION, ALL STATUTORY WARRANTIES AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, AND NON-INFRINGEMENT). CLIENT ACKNOWLEDGES THAT ALTHOUGH THE EVALUATION DATA CAN BE USED BY CLIENT TO MAKE INFORMED BUSINESS DECISIONS, THE EVALUATION DATA IS NOT MEANT TO BE A SUBSTITUTE FOR LEGAL, BUSINESS, OR INVESTMENT ADVICE OR CLIENT’S EXERCISE OF ITS OWN BUSINESS JUDGMENT. ANY SUCH DECISIONS OR JUDGMENTS ARE MADE AT CLIENT’S SOLE DISCRETION AND ELECTION. PDI DOES NOT ACT NOR SHALL BE DEEMED TO BE ACTING AS A FIDUCIARY IN PROVIDING THE EVALUATION DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PDI, ITS AGENTS, OR EMPLOYEES SHALL CREATE ANY OTHER WARRANTY OR EXTEND OR EXPAND THE SCOPE OF THIS WARRANTY. CLIENT MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. Confidential Information.

- a. Protection and Use. During the Term of this Agreement and after the termination or expiration of this Agreement, the Receiving Party shall not disclose and shall hold in confidence Confidential Information received pursuant to this Agreement. The Receiving Party may use the Disclosing Party's Confidential Information solely and exclusively for the purpose of carrying out its rights and obligations hereunder and may disclose such Confidential Information only to those of its Representatives who have a need to know. The Receiving Party shall ensure any such Representatives are made aware of the existence of this Agreement and shall handle any Confidential Information in accordance with the provisions of this Agreement, and the Receiving Party shall be responsible for a breach of these provisions by any such Representatives. The Receiving Party shall not, without the prior written consent of the Disclosing Party, use in whole or in part, the Disclosing Party's Confidential Information save and except for carrying out its rights and obligations under this Agreement. Without limiting the generality of the foregoing, the Confidential Information shall not be used by the Receiving Party to make any commercial use of, or commercial gain from, the Disclosing Party's Confidential Information, or to seek to obtain any protection of the intellectual property in such Confidential Information, without first obtaining the written consent of the Disclosing Party.
- b. Copies. The Receiving Party shall not reproduce the Disclosing Party's Confidential Information unless specifically permitted hereunder and such reproduction shall be limited to the number of copies reasonably necessary under the circumstances. The Receiving Party shall at all times keep a record of the number of copies made pursuant to this Agreement and the location of such copies.
- c. Exclusions. The Parties' obligations set forth in this Section shall not apply with respect to any portion of the Confidential Information that: (i) was in the public domain at the time it was communicated to the Receiving Party; (ii) entered the public domain through no fault of the Receiving Party; (iii) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (v) is disclosed by the Receiving Party with the prior written approval from the Disclosing Party.
- d. Standard of Care. The Receiving Party shall exercise the same standard of care for the Disclosing Party's Confidential Information which it uses to protect its own proprietary or Confidential Information and, in any event, such protection shall be no less than that reasonable under the circumstances. Given the highly sensitive nature of the Confidential Information, this standard of care is a fundamental prerequisite and part of the material consideration for the Disclosing Party's consenting to disclose such Confidential Information to the Receiving Party.
- e. Compelled Disclosure. If the Receiving Party is requested to, or subject to a legal obligation to, disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with notice of the same as early as reasonably practical (if legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If disclosure of the Confidential Information by the Receiving Party is lawfully required, Receiving Party agrees to supply only that portion of the Confidential Information which is legally necessary.
- f. No Rights Granted. Nothing in this Agreement shall be construed as granting or conferring any rights on the Receiving Party by license or otherwise, express or implied, to any intellectual property rights of the Disclosing Party by the conveyance of the Disclosing Party's Confidential Information to the Receiving Party.
- g. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek immediate injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

- 8. Data Security. Each Party represents and warrants that it has, and will continue to have for so long as it retains Evaluation Data, adequate administrative, technical and physical safeguards (i) to maintain the security and confidentiality of such Evaluation Data; (ii) to protect against any anticipated threats or hazards to the security or integrity of such Evaluation Data; and (iii) to protect against unauthorized access to or use of such Evaluation Data. Each Party shall promptly notify the other Party when a Party discovers there has been a material breach in its security safeguards required by this Section or if the security of such Evaluation Data has been or may be compromised for any reason.

9. **Limitation of Liability.** IN NO EVENT SHALL PDI, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS OR EMPLOYEES (THE “**DATA PROVIDER PARTIES**”) BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR REVENUES IN CONNECTION WITH THIS AGREEMENT, OR CLIENT’S USE OF, OR INABILITY TO USE, THE DATA PLATFORM AND/OR THE EVALUATION DATA, EVEN IF THE DATA PROVIDER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE TOTAL LIABILITY OF THE DATA PROVIDER PARTIES TO CLIENT FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, ARISING FROM OR RELATING TO THIS AGREEMENT OR CLIENT’S USE OF THE EVALUATION DATA SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00 USD).

10. **Miscellaneous.**

- a. **Relationship of the Parties.** PDI will be and act as an independent contractor (and not as the agent or Representative of Client) in the performance of this Agreement. This Agreement does not create and will not be deemed to create any agency, partnership, or joint venture between the Parties.
- b. **Assignability.** Neither Party may assign its rights, duties, or obligations under this Agreement without the other Party’s prior written consent, which consent will not be unreasonably withheld or delayed, except that PDI may assign this Agreement without such consent to an Affiliate or a successor (including a successor by way of Change of Control or operation of law), or in connection with the sale of all the assets or business to which this Agreement relates. A Change of Control shall be deemed to cause an assignment of this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.
- c. **Waiver.** The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party’s right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.
- d. **Severability.** If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Evaluation Data under this Agreement is found to be illegal, unenforceable, or invalid, Client’s right to use such Evaluation Data will immediately terminate.
- e. **No Third-Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party other than the Parties’ respective successors and permitted assigns. Only the Parties to this Agreement may enforce it.
- f. **Publicity.** Except as required by Applicable Law or the rules of any stock exchange applicable to a Party, neither Party will make any public announcement or press release regarding the subject matter of this Agreement without the prior written approval of the other Party.
- g. **Records and Verification.** Client shall maintain accurate records of its use of Evaluation Data. During the Term and for one year after the expiration or termination of this Agreement, PDI or an independent third party (“**Auditor**”), at PDI’s own expense, may inspect and audit Client’s data compliance, procedures and records pursuant to this Agreement. Client shall, at its own expense, correct any data processing noncompliance detected by such audit immediately, but in no more than five (5) days from the release of such audit results identifying noncompliance. Client shall promptly notify PDI, in writing, that the noncompliance has been rectified, along with a description of the corrective action(s) taken. All audits will be subject to the following requirements: (i) PDI must provide ten (10) business days’ notice before such audit; and (ii) any such inspection and audit must be conducted during regular business hours in such a manner as to not interfere with normal business activities. Any delay, refusal, or uncorrected errors within the reasonable given time period of the review shall be grounds for immediate termination by PDI. The audit rights provided herein shall survive any termination or expiration of this Agreement.
- h. **Force Majeure.** Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any war, insurrection, fire, flood, natural disaster, strike or other labor disturbance, epidemic, pandemic or other public health emergency, act of any governmental body or following any guidance, recommendation or order of any governmental body, or any other cause or condition beyond its reasonable control.

- i. Governing Law; Venue. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Texas. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Dallas County, Texas in connection with any action arising out of or in connection with this Agreement. Notwithstanding the foregoing, each Party shall be entitled to injunctive or other interim or conservatory relief from any court having jurisdiction in the event of any breach or violation (or threatened breach or violation) of its intellectual property rights (including, without limitation, any breach by Client of any use restrictions for the Evaluation Data set forth in this Agreement) or by the other Party of its obligations with respect to such Party's Confidential Information. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover costs of court and reasonable attorneys' fees from the other Party or parties to such action in addition to any other relief that may be awarded.
- j. Cumulative Remedies. Except as otherwise stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- k. Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party in accordance with this Section. Notices to Client will be sent to the address set forth in the applicable Order Form. Notices to PDI will be sent to:

PDI Technologies, Inc.
11675 Rainwater Dr. #350
Alpharetta, GA 30009, USA
Attn: Chief Legal Officer
- l. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof and merges all prior discussions between them.
- m. Counterparts; Electronic Signatures. Any Order Form may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.
- n. Survival. All rights and obligations provided by this Agreement in Section 1 "Definitions", Section 3 "Ownership", Section 4(d) "Effect of Termination or Expiration", Section 6 "Disclaimer", Section 7 "Confidential Information", Section 8 "Data Security", Section 9 "Limitation of Liability", and Section 10 "Miscellaneous" shall survive its termination or expiration.