

Nanome Hosted Plugins Usage Tier Attachment

This Hosted Plugins Usage Tier Attachment (“Hosted Attachment”) is an attachment to and made part of the Nanome License Agreement (the “Agreement”) by and between Nanome, Inc. and Customer, and provides supplemental terms applicable to Customer’s use of Hosted Software, such as Nanome Transport Server (aka plugin relay server), Nanome-hosted Plugins, or collaboration servers, as specified Customer’s applicable Order Form. This Hosted Attachment supersedes the terms of the Agreement only to the extent that its terms conflicts with the terms of the Agreement. Capitalized terms used but not defined herein have the meanings provided in the Agreement.

1. DEFINITIONS.

1.1. “Authorized Purposes” means use of the Software for Customer’s internal business purposes and not for the provision of services to any third party.

1.2. “Full License” means a production license that permits the use of all available functionality and features of the Software and access to and use of all Plugins available in the Marketplace.

1.3. “Limited License” means a production license that permits the use of a subset of the available functionality and features of the Software and/or access to and use of a subset of the Plugins available in the Marketplace, as set forth in an applicable Order Form.

1.4. “Metering” means the tracking of Customer’s and its Users’ use and consumption of Plugins.

1.5. “Monitoring” means the observation of which Plugins are being used by Customer.

2. LICENSES

2.2. Hosted Software License Grant. Subject to User’s compliance with the terms and conditions of the Agreement, Supplier, during the relevant License Term, hereby grants Customer and, if applicable, its Users, a limited, non-exclusive, non-transferable right to access and use the Hosted Software in accordance with the Documentation in each case solely for Customer’s Authorized Purposes and not for the benefit of any other person or entity. Customer understands and agrees that its use of Plugins will be both Monitored and Metered by Supplier.

2.3. Certain Limitations. If Customer has purchased a Full License, the licenses granted in Sections 2.1 and 2.2 apply to Customer’s use of all available functionality and features of the Software and access to and use of all Plugins available in the Marketplace. If Customer has purchased a Limited License, then the licenses granted in Sections 2.1 and 2.2 apply only to the functionality and features of the Software and subset of the Plugins set forth in Customer’s applicable Order Form.

2.4. Temporary Suspension. Supplier may temporarily suspend Customer’s or its Users’ access to the Hosted Software in the event that either Customer or any of its Users is engaged in, or Supplier in good faith suspects Customer or any of its Users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement). Supplier will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Supplier’s exercise of the suspension rights herein shall not be conditioned upon Customer’s receipt of any notification. A suspension may take

effect for Customer's entire account and Customer understands that such suspension would therefore include its Users' and Affiliates' accounts. Customer agrees that Supplier shall not be liable to Customer, Users, or any third party if Supplier exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Supplier's reasonable satisfaction, Supplier shall reinstate Customer's and its Users' access to and use of the Hosted Software. Notwithstanding anything in this Section to the contrary, Supplier's suspension of access to the Hosted Software is in addition to any other remedies that Supplier may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Supplier may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

3. PROPRIETARY RIGHTS.

3.1. Customer Research Content. As between Supplier and Customer, all right, title and interest in the Customer Research Content, belongs to and is retained solely by Customer. By posting, displaying, sharing, processing or distributing Customer Research Content on or through the Hosted Software, Customer hereby grants Supplier a limited, sublicenseable non-exclusive, royalty-free, worldwide license to reproduce, display, publicly perform, distribute and otherwise use the Customer Research Content, and perform all acts with respect to the Customer Research Content solely as may be necessary for Supplier to provide the Software and Services to Customer. Supplier may modify, copy, translate or make any derivative works of Customer Research Content in connection with its provision of the Software as required to format such Customer Research Content for use with the Software, to continually improve the Software and to develop new services and offerings.

3.2. Aggregated Statistics. Notwithstanding anything else in this Agreement or otherwise, Supplier may monitor Customer's and its Users' use of the Software and use Customer Research Content and other data and information related to such use, in an aggregate and anonymous manner, including to compile statistical and performance information related to Software and its users ("Aggregated Statistics"). As between Supplier and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, belong to and are retained solely by Supplier. Customer acknowledges that Supplier will be compiling Aggregated Statistics based on Customer Research Content and information input by other users into the Software and Customer agrees that Supplier may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

4. PRIVACY POLICY. Supplier will use commercially reasonable efforts to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer's personal information in a in a manner consistent with what Supplier supplies generally to its other users. Please review our privacy policy, which is available at <https://nanome.ai/downloads/Nanome-Privacy.pdf> (the "Privacy Policy") which further explains how Supplier collects and uses the personal information that Supplier collects through users' use of the Hosted Software.

5. FEES.

5.1. Hosted Software Fee Models. Customer will that they will be charged for its use of the Hosted Software under one or more of the following fee models as specified in Customer's applicable Order Form(s).

(a) One-time Upfront Fee - unlimited Plugin usage under a one-time fee, payable in advance, for one (1) year of all Hosted Software offerings.

(b) One-time Fee for Credits – advance payment for credits that get depleted as Hosted Software is used by Customer and its Users (as determined by Nanome Metering and Monitoring). Additional credits may be purchased during the License Term.

(c) Unlimited Usage, Invoice at End of License Term – Customer is invoiced at end of the applicable License Term based on its and its User's use of Hosted Software (as determined by Nanome Metering and Monitoring).