Arria NLG Studio Subscription Agreement

BY ACCESSING OR USING ALL OR ANY PORTION OF THE ARRIA PRODUCT KNOWN AS ”STUDIO,” YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED AT WWW.ARRIA.COM. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE AS IF IT WERE SIGNED BY YOU AND IS LEGALLY BINDING BETWEEN YOU AND ARRIA DATA2TEXT LIMITED. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE STUDIO. IF YOU WISH TO USE STUDIO AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO. IN THE EVENT YOU ARE REDIRECTED TO ARRIA’S WEBSITE, YOU AGREE THAT YOUR USE IS SUBJECT TO ANY TERMS OF SERVICE OR PRIVACY POLICIES POSTED THEREON.

This Studio Subscription Agreement (“Agreement”) is between Arria and the customer (individual or entity) that has purchased a subscription, or has registered for Evaluation Access, to Studio (“you,” “your,” “Licensee” or “Subscriber”).

Subscriber shall be entitled to a 30-day Evaluation Access (trial) period to evaluate Studio at no charge to Subscriber. The Evaluation Access period shall commence on the date that Subscriber subscribes for access to the Software. Evaluation Access constitutes a personal, non-transferrable license to use the Software, and authorizes no other person to access or use the Software. Evaluation Access is for evaluation purposes only and may not be used to process any data in a production environment or for production use by Subscriber or any third party. Within 15 days following completion of the Evaluation Access period, Subscriber shall notify Arria as to whether Subscriber intends to license Studio under the terms and conditions set forth herein. Upon termination of the Evaluation Access period, unless Subscriber subscribes for paying access to Studio, Subscriber shall immediately cease using Studio and remove all instances of the Software from Subscriber’s computers. At all times during and following the Evaluation Access period, Subscriber’s use of Studio shall be governed by this Agreement.

1 DEFINITIONS

1.1 “Application” means an application developed by or on behalf of Licensee using Studio.

1.2 “Arria” means Arria Data2Text Limited, a Scottish limited company, and, where the context requires, its affiliates including its wholly owning parent, Arria NLG plc. Arria.com is the website of Arria NLG plc and its affiliates including Arria Data2Text Limited.

1.3 “Authorized Users” means those uniquely identified individuals for whom the applicable subscription fees have been paid, as stated on the applicable Order Form, who are authorized by Licensee to use and access Studio for any purpose regardless of whether those individuals are actively using Studio at any given time.

1.4 “Client Data” means any business information or other data which you input, or provide to Arria for inputting, into Studio, whether such information relates solely to your business or to that of your clients or customers.

1.5 “Confidential Information” means the Software, Documentation, data, drawings, specifications, trade secrets, and any other information disclosed by one party (“Disclosing Party”) to the other (“Receiving Party”) and that Disclosing Party indicates is confidential or that should otherwise reasonably be considered confidential. Confidential Information will not include information that: (a) is publicly available at the time of disclosure; (b) becomes publicly available through no fault of Receiving Party; (c) is already in Receiving Party’s possession at the time of disclosure; (d) is obtained by Receiving Party from a third party that, to Receiving Party’s knowledge, is not in violation of any obligations of confidentiality; or (e) is independently developed by Receiving Party without use of the Disclosing Party’s Confidential Information. Licensee’s Confidential Information includes any reports generated by the Software.

1.6 “Deliverables” means any Applications created by Arria and delivered to Licensee in accordance with an Order Form requiring Arria to develop and deliver the Application to Licensee.

1.7 “Documentation” means the help menus, electronic user guides and manuals, and any amendments thereto, published by Arria that accompany the Software and describe the use and operation thereof.

1.8 The “Effective Date” of this Agreement is the date which is the earlier of (a) your initial access to Studio through any online provisioning, registration or order process including Evaluation Access, or (b) the effective date of the first Order Form referencing this Agreement.

1.9 “Fees” means the fees payable by Licensee to Arria for the Software licenses and the Services provided hereunder, as specified in any Order Form.

1.10 “IP Rights” means any rights under patent, copyright, trade secret, trademark, or other intellectual or industrial property laws worldwide.

1.11 “Order Form” means any order on an Arria electronic or paper order form which references this Agreement. Each Order Form which references this Agreement shall be deemed a part of this Agreement.

1.12 “Services” means any services provided by Arria under or in connection with this Agreement, including without limitation Maintenance and Support and any Professional Services.

1.13 “Software” means Studio and any additional software licensed by Arria to Licensee hereunder, as listed on an Order Form, including any updates or service packs delivered as part of Maintenance and Support. Any Software incorporated into an Application remains “Software” for purposes of this Agreement.

1.14 A “Word” as a billable unit of NLG narrative output consists of a contiguous sequence of printable characters delimited by white space.

1.15 “Studio” means Arria’s hosted service permitting Licensee to access Arria’s products for data analysis and natural language generation, as such product may be modified, enhanced, and/or updated from time to time.

1.16 “Subscription Effective Date” means (a) your initial access to Studio after paying in full for a subscription through any online provisioning, registration or order process, or (b) the effective date of the first Order Form for a paying subscription (as opposed to Evaluation Access) referencing this Agreement.

2 STUDIO

2.1. Provision of Studio. Studio is Arria’s hosted service permitting you to access Arria’s data analysis and natural language generation product, as such product may be modified, enhanced, and/or updated from time to time. Studio is provided on a subscription basis for a set term designated herein or in the applicable Order Form (each, a “Subscription Term”). This Agreement applies only to Studio including any Order Form and does not grant you rights to any Arria services not specified in the Order Form.

2.2. Evaluation Access. If Arria has made available to you a free trial or evaluation access to Studio (“Evaluation Access”), you may use such access solely for the purpose of evaluating Studio to determine whether to purchase a subscription from Arria. You may not use Evaluation Access for any other purposes, including but not limited to competitive analysis, commercial, professional or for-profit purposes. Evaluation Access is limited to thirty (30) days from the date you activate your Evaluation Access, unless otherwise specified by Arria in the applicable Order Form or a separate writing from Arria (“Evaluation Period”). Unless you purchase a subscription for Studio, your Evaluation Access maybe terminated and, in any event your right to access and use Studio automatically expires at the end of the Evaluation Period. Upon any termination or expiration of the Evaluation Period, your Evaluation Access will cease and you will no longer have access to any Client Data used in connection with such Evaluation Access. Notwithstanding any other provision of this Agreement, Evaluation Access is provided “AS IS” without warranty or support of any kind, express or implied. Arria may terminate your Evaluation Access at any time for any reason and without liability of any kind.

IF YOU SUBSEQUENTLY PURCHASE A SUBSCRIPTION TO STUDIO, YOUR EVALUATION ACCESS SHALL IMMEDIATELY TERMINATE AND YOU EXPRESSLY AGREE THAT, UNLESS YOU HAVE A SEPARATE SIGNED AGREEMENT GOVERNING YOUR ACCESS TO AND USE OF STUDIO, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

2.3. License to Access Studio. Subject to the terms and conditions of this Agreement, and except as set forth in Section 5 (Term and Termination), Arria hereby grants to you a non-exclusive, non-transferable, non-sublicensable, worldwide right during the applicable Subscription Term to access and use Studio and the other Software solely for your business purposes but only in accordance with (a) the Documentation; (b) the restrictions in Section 2.1 or Section 2.2 (Provision of Studio) and Section 7.3 and its subsections (Client Data) and (c) any restrictions designated on the applicable Order Form, including but not limited to the number of Authorized Users. You will use reasonable efforts to prevent any unauthorized access to or use of Studio or the Documentation, and will promptly notify Arria in writing of any unauthorized access or use of which you become aware and provide all reasonable cooperation to prevent and terminate such access or use.

2.4. Authorized Users. The Authorized Users will receive user IDs and passwords to access Studio. These credentials are granted to individual, named persons and may not be shared. You will ensure that all Authorized Users keep these credentials strictly confidential. Subscriptions to Studio may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single Studio subscription between multiple users.

You may allow your Contractors and Affiliates to access Studio as Authorized Users in accordance with this Agreement, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their breach were your own. Your “Affiliate” means each legal entity that is directly or indirectly controlled by you on or after the Effective Date, for so long as such entity remains directly or indirectly controlled by you (where “controlled” means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership). Your “Contractor” means any non-Affiliate who performs services related to this Agreement for you.

2.5. Third-Party Code. Studio may contain or be provided with components which are licensed from third parties (“Third Party Code”), including components subject to the terms and conditions of “open source” software licenses (“Open Source Software”). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to you upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

3 SOFTWARE

3.1 Annual Word Usage. You acknowledge that you may only use the Software for the number of annual Words for which you have paid the applicable Fees as set out on the Order Form, and that any unused Words remaining at the end of each annual period will expire. Unless otherwise agreed in the applicable Work Order, the Software may cease to operate once the licensed number of Words have been used. If you wish to increase the number of Words licensed, you may submit a supplemental Order Form, which completed form will be subject to Arria’s acceptance and your payment of additional Fees.

3.2 Retention of Rights. Arria retains all right, title, and interest to all IP Rights related to the Software and Documentation, and no such right, title, or interest is conveyed or transferred to you by virtue of this Agreement. This Agreement will not be construed as a sale or other transfer of any rights in the Software or Documentation or any copies or portions thereof. Licensee will not contest or challenge the validity, enforceability, or Arria’s ownership of any IP Rights in the Software, Documentation, Services, Deliverables, or Arria’s Confidential Information, and Licensee will not attempt to apply for or register any such IP Rights.

3.3 Restrictions. You will not directly or indirectly: (a) sell, lease, license or sublicense the Software or the Documentation to any third party; (b) decompile, disassemble, attempt to access the Software’s source code, or reverse engineer the Software, in whole or in part (except as permitted by applicable law); (c) write or develop any software based upon the Software (provided this will not be deemed to prohibit Licensee’s use of the coding tools provided within Studio in accordance with its Documentation and intended use); (d) except as permitted by this Agreement, make the Software available to any third party without Arria’s prior written consent; or (e) use the Software for any unlawful purpose or in an unlawful manner.

3.4 Delivery. Upon the Effective Date and your payment of any applicable Fees, Arria will deliver the Software and Documentation to you. Arria will deliver the Software and Documentation by notifying you that the Software and Documentation are available to you for electronic download.

3.5 Security. Arria will use commercially reasonable efforts to ensure that the Software, as delivered (a) is free from viruses and other malicious code, and (b) does not contain any backdoor or other similar mechanism allowing a party other than Licensee or its designees to directly access Licensee’s data.

3.6 Support and Maintenance. Subject to the terms and conditions of this Agreement, including payment of the applicable Fees, Arria will provide Support and Maintenance in accordance with the Service Level Agreement available on the Arria.com website.

4 FEES AND PAYMENT

4.1 Each Order Form calls for periodic (monthly or annual) payment in advance unless payment in arrears is specified. Payment for developer seats is typically made monthly in advance and payment for runtime licenses is typically made annually in advance, all in accordance with the relevant Order Form. Each order is placed using an online payment means such as a debit or credit card, unless the Order Form specifies an alternative means, such as invoicing for payment on stated terms. Unless otherwise specified, all Fees are due and payable in United States dollars upon the Effective Date in accordance with the Order Form. A late payment charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, will be added to all amounts due under this Agreement if not paid by when due. All Fees are non-cancellable and non-refundable.

4.2 Taxes. All Fees are exclusive of, and you are solely responsible for payment of, all applicable value-added, sales, use, right of use and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Arria’s net income) arising from the transactions hereunder; however, where local law requires, unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Arria has the right to and shall invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Arria hereunder, you will provide Arria with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

4.3 Export Control. You acknowledge that Studio is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. You shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of Studio (a) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (b) to any person or entity on any of the U.S. Government’s Lists of Parties of Concern (compiled at http://www.bis.doc.gov/index.php/policy-guidance/lists-of- parties-of-concern); (c) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any US Government agency having jurisdiction with respect to the transaction; or (d) otherwise in violation of any export or import laws, regulations or requirements of any United States or non-US agency or authority.

4.4 Audit. You will notify and pay Arria at your then-current rates for any use beyond the licensed number of Words. Arria reserves the right to audit your applicable systems and records to ensure compliance with the terms and conditions of this Agreement.

5 TERM AND TERMINATION

5.1 Term; Renewal. Unless terminated earlier, this Agreement will take effect on the Effective Date. Unless terminated earlier, your subscription will take effect on the Subscription Effective Date and will continue for the initial term indicated on the Order Form (the “Initial Term”), at after which it will automatically renew for successive one (1) year periods (each, a “Renewal Term” and together with the Initial Term, the “Term”) at Arria’s then-current rates unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current Initial Term or Renewal Term. If Licensee exceeds the licensed number of Words in the Initial Term or any Renewal Term, the subsequent Renewal Term will be licensed at a tier and rate adequate to accommodate a repeat of such excess use.

5.2 Suspension of Services. If your account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Arria reserves the right to suspend your access to Studio without liability to you until such amounts are paid in full.

5.3 Termination. A party may, by written notice to the other party, terminate this Agreement if any of the following events occur: (a) the other party is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within 30 days (10 days for non-payment or for failure to grant access to an audit in accordance with Section 4.4) after the non-breaching party gives the other party written notice of such breach; or (b) the other party (i) terminates or suspends its business. Termination of this Agreement is without prejudice to any other remedies that may be available to the terminating party.

5.4 Effect of Termination. Upon the expiration or termination of this Agreement, for any reason, Licensee will immediately cease all use of the Software and Documentation and will remove and destroy all copies of Software and Documentation in its possession or control. The provisions of Sections 3.3, 4.3, 7.1, 7.2, 7.3, 8 and 9.2 (and their respective subsections) of this Agreement will survive the expiration or termination of this Agreement. Termination or expiration of this Agreement will not affect any obligations of the parties accruing prior to such termination or expiration.

6 WARRANTY AND LIABILITY

6.1 General. Each party represents and warrants that it has all necessary power and authority to enter into this Agreement and that this Agreement and performance hereunder will not violate the terms of any contract, covenant or agreement between it and any third party.

6.2 Limited Warranty. Arria represents and warrants that for a period of 30 days following the Effective Date, the Software will materially conform to its Documentation. In the event that Licensee reports a non-conformity within the warranty period, then as Licensee’s sole and exclusive remedy, Arria will either use commercially reasonable efforts to repair or replace the Software to correct such non-conformity, or terminate this Agreement and refund the Fees paid by Licensee for use of the Software.

6.3 DISCLAIMER. EXCEPT AS PROVIDED IN SECTION 6.2, ARRIA PROVIDES THE SOFTWARE, DOCUMENTATION, SERVICES, OR DELIVERABLES “AS IS” AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SOFTWARE, DOCUMENTATION, SERVICES, OR DELIVERABLES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SOFTWARE, DOCUMENTATION, SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE. If any of the foregoing disclaimers are unenforceable under applicable law, any residual warranties are limited to ninety (90) days from delivery.

6.4 LIABILITY. IN NO EVENT WILL ARRIA BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE, DOCUMENTATION, SERVICES, AND DELIVERABLES, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ARRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ARRIA’S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO ARRIA UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE EVENT FROM WHICH THE CAUSE OF ACTION FIRST AROSE.

7 CONFIDENTIAL INFORMATION

7.1 Generally. Receiving Party acknowledges that Disclosing Party’s Confidential Information constitutes valuable trade secrets and Receiving Party will use Disclosing Party’s Confidential Information solely to perform its obligations or exercise its rights under this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Disclosing Party’s prior written consent, provided that Receiving Party may disclose Confidential Information to its employees and contractors who have a need to know such information and who are bound by confidentiality obligations at least as protective as those set forth herein. Receiving Party will use the same efforts, but not less than commercially reasonable efforts, to protect Disclosing Party’s Confidential Information from unauthorized use and disclosure as Receiving Party takes with respect to its own confidential information. Receiving Party may disclose Disclosing Party’s Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that Receiving Party promptly notifies Disclosing Party and assists Disclosing Party in resisting or limiting such disclosure.

7.2 Injunctive Relief. In the event of actual or threatened violation or misappropriation of Disclosing Party’s Confidential Information or IP Rights, Disclosing Party may have no adequate remedy at law and will be entitled to seek immediate and injunctive and other equitable relief without the necessity of posting bond. Notwithstanding anything to the contrary in this Agreement, Arria shall have the right to make immediate resort to a court of competent jurisdiction to seek redress from an actual or threatened violation or misappropriation of Arria’s IP Rights.

7.3 Client Data.

7.3.1 Your Obligations in relation to Client Data.

7.3.1.1 General. You are solely responsible for the accuracy and content of all Client Data. You represent and warrant to Arria that (a) you have sufficient rights in the Client Data to authorize Arria to process, distribute and display the Client Data as contemplated by this Agreement and the Documentation, (b) the Client Data and its use hereunder will not violate or infringe the rights of any third party, and (c) your use of Studio and all Client Data is at all times compliant with your privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including without limitation those related to data privacy, international communications and the exportation of technical or personal data.

7.3.1.2 Health Information. You will not upload to Studio or publish thereon any patient, medical or other protected health information regulated by HIPAA or any similar US federal or state laws, rules or regulations or by the law of other jurisdictions (collectively, “Health Information”) and acknowledge that Arria is not a business associate of Licensee and that Studio is not HIPAA compliant. “HIPAA” means the US Health Insurance Portability Act, as amended and supplemented. Arria shall have no liability under this Agreement for Health Information, notwithstanding anything to the contrary herein.

7.3.1.3 Payment Card Data. You will not upload to Studio or publish thereon any Client Data consisting of payment card information. You acknowledge that Studio is not compliant with the Payment Card Industry Data Security Standards.

7.3.2 Rights in Client Data. As between the parties, you shall retain all right, title and interest (including any and all intellectual property rights) in and to your Client Data as published on Studio.

7.3.3 Storage of Client Data. Arria does not provide an archiving service. Studio caches any Client Data while processing it to produce NLG narratives; however, to the maximum extent possible, the Software avoids storing Client Data Arria, and it deletes Client Data after processing the NLG narratives. Except as otherwise set forth herein, Arria expressly disclaims all other obligations with respect to storage of Client Data.

7.3.4 Aggregated Anonymous Data. In addition to the limited license rights granted by you in Section 2.3, Arria may aggregate your metadata and Studio usage data so that the results are non-personally identifiable with respect to you (“Aggregated Anonymous Data”). The Aggregated Anonymous Data will be deemed Arria Technology, and you acknowledge that Arria may use the Aggregated Anonymous Data (a) for its own internal, statistical analysis, (b) to develop and improve Studio and (c) to create and distribute reports and other materials regarding the use of Studio. For clarity, nothing in this Section 7.3.4 gives Arria the right to publicly identify you as the source of any Aggregated Anonymous Data without your prior written consent.

7.4 Feedback. From time to time, you may submit comments, information, questions, data, ideas, descriptions of processes, or other information to Arria (“Feedback”). You agree that all Feedback is and shall be given entirely voluntarily. Notwithstanding anything to the contrary in this Agreement, Feedback, even if designated as confidential by you, shall not, absent a separate written agreement, create any confidentiality obligation for or upon Arria. You will not give Feedback that is subject to license terms that seek to require any Arria product, technology, service or documentation incorporating or derived from such Feedback, or any Arria intellectual property, to be licensed or otherwise shared with any third party. Arria may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner it sees fit without any obligation, royalty or restriction based on intellectual property rights or otherwise.

7.5 Arria’s Customer List. You agree that Arria may disclose the Licensee as a customer of Arria and use Licensee’s name and logo on Arria’s web site and in Arria’s promotional materials.

7.6 Publicity. Unless otherwise provided in an Order Form, Arria may include Licensee’s name in publicly-disclosed customer lists and may issue releases or announcements regarding this Agreement.

8 INDEMNIFICATION

8.1 Indemnification by Arria. Arria will, at its expense, defend, indemnify and hold Licensee harmless from and against third party claims, and awarded damages, related to or arising out of any allegation brought against Licensee that the Software or any Deliverable infringes any IP Right of any third party. Licensee will give such assistance and information as Arria may reasonably require to oppose such claims. Arria will have no obligation for any claims arising out of (a) any unauthorized modification or use of the Software or Deliverable, or (b) any combination or use of the Software with other software, hardware, or materials. In the event a third party claim of infringement is threatened or occurs, Licensee will immediately notify Arria. Arria may, in its sole discretion, alter or replace the Software or Deliverable with a non-infringing functionally equivalent system, or obtain a license for Licensee to use the Software. If Arria determines that none of these alternatives is reasonably available, Arria may terminate this Agreement and refund to Licensee any Fees paid that apply (on a pro-rata basis) to the time following termination. The provisions of this Section 8.1 set forth Arria’s exclusive liabilities, and Licensee’s exclusive remedy, for any third party claims of infringement.

8.2 Indemnification by Licensee. Subject to this Section 9, you shall defend Arria from and against any and all claims arising out of from any claim by third parties (including any Contractors) resulting from or relating to (a) the Client Data, including without limitation any claim based on your breach or alleged breach of Section 3 and its subsection (Client Data) or alleging that the Client Data infringes upon any valid patent, copyright, trademark, trade secret, or other proprietary right of, or that its disclosure violates law, of that your use of the Client Data otherwise harms, such third party, or (b) your use of Studio in violation of this Agreement, and you shall indemnify and hold Arria harmless from and against any damages and costs awarded against Arria or agreed in settlement by you (including reasonable attorney’s fees) resulting from such claims, provided that you shall have received from Arria (x) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (y) the exclusive right to control and direct the investigation and defense of such claim; and (z) all reasonably necessary cooperation from Arria. You may not settle any such claim relating to Studio without Arria’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

8.3 Indemnification Procedures. If any claim or demand in respect of which a party might seek indemnification under this Section 8 is asserted, the indemnified party will promptly give notice to the indemnifying party. Failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to the indemnified party, except to the extent the defense of such action is materially and irrevocably prejudiced by the indemnified party’s failure to give such notice. The indemnifying party will have the right to control the defense using counsel of its choice.

9 GENERAL

9.1 Notice. Notices, process and declarations or waivers of default by either party to the other party will be in writing and delivered either by hand, by mail or by internationally recognized overnight or 2-day courier. Notices will be addressed to Licensee at the address set forth on the Order Form, and to Arria at

Attention: Arria Studio Support

Arria Data2Text Limited

MacRobert Building, 9th Floor

University of Aberdeen

Aberdeen AB24 5UA Scotland

with a copy to:

Attention: General Counsel

Arria NLG plc

MacRobert Building, 9th Floor

University of Aberdeen

Aberdeen AB24 5UA Scotland

Either party may update its address for notice at any time upon providing written notice to the other party in accordance with this Section 9.1.

9.2 Governing Law; Disputes. The Agreement is exclusively governed by and will be interpreted in accordance with the laws of the State of New York and of the United States of America without reference to its choice of law rules. Any and all disputes between the parties will be resolved by binding arbitration in New York County, New York before a single arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. All notices, communications and proceedings will be written or conducted in the English language, and all hearings, argument, examination of witnesses and presentation of evidence may be made by video deposition or video conference. Licensee shall not aggregate Licensee’s claim(s) with the claim of any other person or request the establishment of a class action proceeding. The enforcement of this agreement to arbitrate will be governed by the U.S. Federal Arbitration Act, 9 U.S.C. §1 et seq. The federal and state courts whose jurisdiction embraces New York County, New York will have jurisdiction to compel arbitration and enforce orders and awards of the arbitrator, and the parties waive objections to enforcement proceedings in such courts based on objections to venue or inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

9.3 Compliance with Law. Each party will comply with all applicable laws and regulations, including without limitation those governing the export and re-export of goods, technology and/or software or the use, disclosure, storage, transmission, or processing of personal information.

9.4 Force Majeure. Except for the obligations to make payments hereunder, each party will be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, force majeure, acts of God, public enemies, war, civil disorder, communications failures, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failures or fluctuations in electrical power, networks, heat, light, air conditioning or telecommunications equipment.

9.5 Assignment. Neither this Agreement nor any rights or responsibilities under this Agreement may be assigned, delegated, or otherwise transferred by Licensee, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Arria, which will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

9.6 Waiver. None of the conditions of the Agreement will be considered waived unless such waiver is in writing and signed by the waiving party. No such waiver will be a waiver of any past or future default, breach or modification of any of the conditions of the Agreement unless expressly stipulated in such waiver.

9.7 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified to the least degree necessary to remedy such invalidity.

9.8 Amendment. This Agreement may not be amended, except by a writing signed by both parties. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Arria to object to such terms, provisions or conditions.

9.9 Entire Agreement. This Agreement, including any Order Forms, constitutes the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous communications, representations, understandings and agreements, either oral or written, with respect to said subject matter.

9.10 Third Party Beneficiaries. Arria NLG plc and its subsidiaries and affiliates may be third party beneficiaries of this Agreement. No other third party is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

9.11 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 will have the power to bind the other or incur obligations on the other party’s behalf without the other party’s prior written consent.

9.12 Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.