

General Terms and Conditions

Revision Date: 24 March 2020

These General Terms and Conditions ("Legal Terms") when incorporated by a Statement of Work, or Proposal ("SOW") shall govern the services to be provided ("Services") and constitute the full agreement (collectively the "Agreement") between the Customer and the Datasite entity ("Datasite") (each a "Party") named in the SOW. In the event of a conflict between the Legal Terms and any SOWs, the SOW shall govern.

1. Fees, Taxes, Billing Disputes.

(a) Fees. Customer shall pay to Datasite the fees (the "Fees") set forth in any SOW. If the Customer is represented by an advisor in furtherance of the Services, Customer shall pay all costs incurred by such advisor for the performance of the Services. All Fees are payable in the currency used in the applicable SOW.

(b) Payment. Customer shall pay all Fees owing under this Agreement within 30 days of receipt of an invoice from Datasite. Datasite may suspend Services upon non-payment. Interest may be added to all past due invoices in accordance with local laws.

(c) Taxes. Amounts payable by Customer under this Agreement are exclusive of all applicable taxes (including VAT and withholding taxes).

2. Ownership and Requirements.

(a) Customer Ownership. Customer has sole responsibility for the accuracy, quality, integrity, and appropriateness of all original data, content and information provided to Datasite in conjunction with the Services. Customer owns any document that is uploaded to the Services by or on behalf of the Customer (the "Content,") and Customer's trademarks or logos, which, together are referred to as the "CustomerMaterial."

(b) Datasite Ownership. All materials, documentation, methodologies, source code, websites and software that Datasite uses in providing the Services, and any and all future enhancements or modifications thereto however made and any intellectual property rights therein, are owned by Datasite.

(c) Content. Customer will (i) use reasonable efforts to provide Datasite with clear and legible copies of the Content in the best possible condition; (ii) cooperate with Datasite in correcting any problems associated with Content; (iii) report promptly to Datasite any problems or errors that Customer observes or discovers with the Content; and (iv) notify Datasite, in writing, of all court orders restricting the use, distribution or disposition of the Content delivered to Datasite.

3. Representations and Warranties.

(a) General Representations. Each Party represents and warrants that (i) it has full power and authority to enter into and perform its obligations under this Agreement; (ii) it will comply with all applicable laws; and (iii) it will use up-to-date, generally accepted virus detection devices and procedures to ensure that any electronic data transmitted to Datasite will not contain a virus or other harmful component.

(b) Datasite Representations. Datasite represents and warrants that (i) the Services will be rendered using sound, professional practices and in a competent and professional manner; and (ii) it has all necessary permissions, software licenses and ownership rights to provide the Services.

(c) Customer Representations. Customer represents and warrants that (i) it has a legitimate business interest or has obtained all permissions and consent required by law necessary to transfer the Content so that Datasite may lawfully use and process in accordance with this Agreement; (ii) it has delegated authority to its advisors in providing instructions in connection with the Services, and Datasite has no duty to verify such instructions with Customer; and (iii) it will not use the Services for any fraudulent or unlawful purposes, nor allow others to do so.

(d) Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED AS-IS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MERCHANTABILITY.

4. Confidentiality.

(a) "Confidential Information" means proprietary information of a Party, including but not limited to the Customer Material (including personal data controlled by the Customer), inventions, trade secrets, marketing plans, programs, source code, data and other documentation, customer and shareholder information, other information related to the business of that party, and the terms and pricing of this Agreement. The term Confidential Information does not include: (i) information that was in the receiving party's possession or was known to it prior to its receipt from the disclosing party; (ii) information that is or becomes publicly available without the fault of the receiving party; (iii) information that is or becomes rightfully available on an unrestricted basis to the receiving party from a source other than the disclosing party; or (iv) information that was independently developed by the receiving party.

(b) Each Party acknowledges that the other Party owns or possesses valuable Confidential Information. Each Party shall hold such Confidential Information of the other Party in strict confidence and will not make any disclosures without the written consent of the disclosing party, except as needed in furtherance of the Services, and will take all reasonable steps to maintain the confidentiality of all Confidential Information. This Agreement expressly supersedes and replaces in its entirety any non-disclosure agreement executed by Datasite in connection with preliminary discussions regarding the proposal of Services to Customer.

(c) If a Party is compelled by court order, subpoena, or other requirement of law to disclose Confidential Information, the Party will provide the other Party with prompt notice (unless such notice is prohibited by law) so that the Party may, at its option and expense, seek a protective order or other remedy.

(d) Upon termination of the Agreement, all Content uploaded to the Services shall be destroyed or returned to the Customer. The Parties agree, that upon Customer's request, Datasite shall provide a certification of deletion or destruction of the Content. Notwithstanding the provisions of this section 4(d), Datasite is not obligated to immediately erase Confidential Information contained in an archived computer system backup made in accordance with such Party's security or disaster recovery procedures, provided that such archived copy will remain subject to the obligations of confidentiality until destruction.

(e) Any personal data within the Content is protected in accordance with applicable data protection laws.

5. Limitation of Liability. NEITHER DATASITE NOR CUSTOMER SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS INCLUDING: LOSS OF PROFITS, BUSINESS, GOODWILL, REPUTATION, OR LOSS RESULTING FROM BUSINESS INTERRUPTION. CUSTOMER EXPRESSLY AGREES THAT UNLESS OTHERWISE STATED HEREIN, THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT, UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID OR PAYABLE TO DATASITE UNDER THE APPLICABLE SOW FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO A PARTY'S BREACH OF THE OWNERSHIP PROVISIONS CONTAINED IN THIS AGREEMENT NOR TO A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

6. Hosting Terms. The following provisions apply to the extent that the Services include hosting Customer's Content on an Internet-based platform (the "Website"):

(a) Website Users.

(i) Definitions. The Website users ("Users") are those individuals authorized by Customer, and enabled by Datasite or Customer, to access the Content on the Website. "Managers" are those Users who are authorized by Customer to initiate and conclude Services, upload and manage Content, invite other Managers and Users and access reports. Customer will pay any Fees incurred by Manager.

(ii) Obligations. Users must consent to the Terms of Use and Privacy Notice included in the Website and which may be amended from time to time. Datasite retains the right to deregister any User from the Services upon request of the employer of such User.

(iii) Go Live Date, Sandbox. Prior to the Go Live Date or if Customer elects to utilize the sandbox (as described in the SOW), Customer agrees to only use such Services for the purpose of managing and distributing Content within the sell-side team, including Customer's employees, clients and advisors in connection with an actual or proposed merger, acquisition, joint venture or other transaction involving the sale or exchange of assets or voting securities of Customer or Customer's clients. Datasite retains, in its sole discretion, the right to terminate a Sandbox.

(iv) Storage. All Content uploaded to the Website is converted to PDF format, unless otherwise designated by the Manager as download only files ("Special Media"). Price is totaled based on the outcome of the conversion either on a per 210 x 297 mm page basis ("Page") or per storage basis ("MB" or "GB"), as described in the SOW, and which shall increase in the increments set forth therein. Datasite storage and Page counts excludes Fees for Optional Products & Services and shall be conclusive except in cases of material error. Incremental storage fees and charges of Optional Products & Services will be invoiced as the occur.

(b) Service Level Agreement

(i) Scheduled Maintenance. Datasite performs periodic maintenance on the Website for system upgrades, and maintenance ("Scheduled Maintenance"). Advanced notice is provided on the Website. Scheduled Maintenance will not exceed four (4) hours per calendar month. Datasite reserves the right to update, modify, improve, support operate and modify the Website and Services based on Customer's use, as applicable. Any updates or modifications will not materially diminish the functionality or security of the Website.

(ii) Availability Guarantee. Aside from Scheduled Maintenance, Datasite guarantees that the Website will be available at least 99.5% of the time measured on a calendar month basis (the “Availability Guarantee”).

(iii) Exceptions. No period of inoperability will be included in calculating the Availability Guarantee to the extent that such downtime is due to (x) failure of Customer or its Users’ internet connectivity; or (y) internet traffic problems other than problems arising from networks controlled by Datasite.

(iv) Service Credits. If Datasite fails to meet the Availability Guarantee during the Term, Customer may (x) terminate the SOW and request Datasite to deliver, as soon as commercially practicable, the Content on the Website to Customer’s designee, if Customer does so within five (5) days of Datasite’s failure to meet the Availability Guarantee; or (y) request that Datasite provide Customer the credits described in the table below, provided Customer makes such request within twenty (20) days after Datasite’s failure to meet the Availability Guarantee.

Actual Percentage the Website is Available	Credit
99.5% or more	None
97% to less than 99.5%	10% of Monthly Fees
96% to less than 97%	25% of Monthly Fees
95% to less than 96%	50% of Monthly Fees
Less than 95%	100% of Monthly Fees

(c) Termination. The following will occur upon termination or expiration of a SOW or this Agreement:

(i) Upon Manager contacting Datasite Service and carrying out Datasite’s closing instructions, Datasite will terminate Customer’s and all Users’ access to the Website(s).

(ii) Datasite will permanently delete all Content maintained by Datasite on the Website. Upon termination or expiration of the SOW, Datasite’s obligation to host Content will cease.

(iii) If, within ten (10) days of notice of default, invoices are not paid in full, Datasite will have no obligation to preserve or return the Content.

7. General.

(a) Analytics. Upon anonymizing Content by removing all reference to numeric values, dates, times, proper names, addresses, locations, titles, and personal data (“Anonymized Content”) and incorporating such Anonymized Content with or into similar information derived or obtained from other customers of Datasite (collectively “Aggregated Content”). Customer hereby grants to Datasite a non-exclusive, fully paid, world-wide and irrevocable license to use Aggregated Content exclusively for enhancing features and functionality of the Services.

(b) Restricted Parties. Datasite reserves the right to prohibit Services to any company or individual from a sanctioned or embargoed country, or restrict access or use of Services to any restricted party based on any government list.

(c) Assignment. This Agreement is binding upon and for the benefit of the parties and their respective successors and assigns. It is agreed and understood that neither Party may assign, in whole or in part, without the other Party’s prior written consent. Notwithstanding the foregoing, upon providing prior written notice, either Party may assign its rights, interests and obligations in this Agreement or any SOW pertaining thereto to any parent, subsidiary or affiliate, or to a successor of the all its assets or stock.

(d) Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, such notice shall be in writing and shall be given using a method providing for proof of delivery.

(e) Force Majeure. If a delay or failure of a Party to comply with any obligation set forth in this Agreement is caused by force majeure, that obligation (other than the obligation to pay money when due and owing) will be suspended during the continuance of the force majeure condition and will not be considered a breach of this Agreement. A Party whose performance is suspended hereunder shall give prompt written notice of any event of force majeure and such Party’s best reasonable estimate of when such event will abate.

(f) Marketing Support. Upon the public announcement of an applicable transaction, Datasite may identify Customer as a Datasite customer, and use Customer’s name or logo, on any Datasite’s websites or other marketing materials.

(g) Entire Agreement. This Agreement, together with any applicable SOWs, constitutes the entire agreement between the Parties and supersedes all previous agreements, proposals, and negotiations, whether written or oral, regarding the subject matter herein. Datasite rejects the inclusion of any different or additional terms, unless expressly agreed to in writing.