
Software as a Service Agreement

Gnosis Data Analysis

SOFTWARE AS A SERVICE AGREEMENT

WE KINDLY ASK THAT YOU READ THIS AGREEMENT BEFORE USING OUR SERVICES. BY ACCESSING OR USING OUR SOFTWARE OR SERVICES OFFERING, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. BACKGROUND

- 1.1 Just Add Data (JAD) and Just Add Data Bio (JAD Bio) system is a data analysis tool which is offered to Customer as a 'Software as a Service' Solution by Gnosis, The JAD and JAD Bio system is made available to the users over the internet as software as a service.
- 1.2 This Software as a Service Agreement ("Agreement") is entered into between Customer and GNOSIS DATA ANALYSIS PC, Heraklion, Crete, Greece – Scientific and Technological Park in Voutes ("Gnosis"). Gnosis and Customer agree that the following terms and conditions will apply to the Services provided under this Agreement and orders placed thereunder.

2. DEFINITIONS

- 2.1 For purposes of this Agreement, the definitions set forth below apply:

"User" means any of Customers employees, consultants, contractors or agents authorized by Customer to access and use the Services on behalf of Customers business, in each case subject to such person's agreement to be bound by the terms of this Agreement.

"Customer Data" means all data and materials provided by Customer to Gnosis for use in connection with the Services, including, without limitation, User applications, data files, and graphics.

"Documentation" means the reference manuals/materials, online presentations, and other information describing the SaaS and/or Services provided or otherwise made available to Customer. Documentation includes specifications for the Services set forth in any Order Form.

"Host" means the computer equipment on which the Software is installed, which is owned and operated by Gnosis or its subcontractors.

"Maintenance Services" means the support and maintenance services provided by Gnosis to Customer according to this Agreement.

"Other Services" means all technical and non-technical services performed or delivered by Gnosis under this Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in an Order Form and mutually agreed to by the parties.

"Services" means all services, not limited to SaaS Services, Maintenance Services and Other Services delivered by Gnosis to Customer under this Agreement.

"Order Form" means any online or written order form for Services, submitted by Customer either during an online order process (via a Gnosis website, via email or pdf), or separately signed by Customer and submitted to Gnosis, and any future purchase order or order form that makes reference to this Agreement.

"Software" means the object code version of any software to which Customer are provided access as part of the Service, including any updates or new versions.

"SaaS Services" refer to the specific Gnosis internet-accessible service identified in an Order Form that provides use of Gnosis' Software that is hosted by Gnosis or its services provider and made available to Customer over a network on a term-use basis.

"Subscription Term" shall mean the period specified in an Order Form during which Customer will have on-line access and use of Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 30 days prior to the expiration of the then-current Subscription Term.

"Customer" means you and any company you represent. *BY CLICKING THE "I ACCEPT" BUTTON, SIGNING (EXECUTED IN ONE OR MORE COUNTERPARTS), OR OTHERWISE ACCEPTING THIS AGREEMENT AS SET FORTH IN ANY ONLINE, PRINTED OR ORDER FORM REFERENCING THIS AGREEMENT, OR OTHER PRINTED OR ELECTRONIC FORM, YOU AND ANY COMPANY YOU REPRESENT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU ARE REPRESENTING TO US THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THE TERM "YOU" SHALL REFER TO YOUR COMPANY.*

3. SAAS SERVICES

- 3.1 During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide limited right to use the services solely for Customers internal business operations and subject to the terms of the agreement. Customer may, subject to the conditions on any Order Form, allow its Users to use the services for this purpose. Customer is responsible for its Users' compliance with the agreement.
- 3.2 Customer acknowledges that this Agreement is a services agreement and Gnosis will not be delivering copies of the Software to Customer as part of the Services.

4. RESTRICTIONS

- 4.1 Customer shall not, and shall not permit anyone to: (i) copy or republish the Services, (ii) make the Services available to any person other than Users, (iii) use or access the Services for timesharing, service bureau purposes or otherwise provide services to third parties, (iv) modify or create derivative works based upon the Services or Manuals, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software or Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Services or use the Manual in order to build a similar or competitive product.

4.2 Gnosis own all right, title and interest in and to the Software, Services, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein.

5. CUSTOMERS RESPONSIBILITIES

5.1 Customer shall provide commercially reasonable information and assistance to Gnosis to enable Gnosis to deliver the Services.

5.2 Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Gnosis exercises no control over the content of the information transmitted by Customer through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

5.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the purpose the Services are provided for and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Gnosis against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Gnosis has no obligation to monitor Customer's use of the Services, Gnosis may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

5.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to User passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

5.5 Customer is solely responsible for collecting, inputting and updating all Customer Data stored on the Host, and for ensuring that the Customer Data does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious.

5.6 Customer shall: (i) notify Gnosis immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Gnosis immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer, and (iii) not provide false identity information to gain access to or use the Services.

5.7 Subject to the terms and conditions of this Agreement, Customer grants to Gnosis a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Data solely as necessary to provide the Services to Customer.

6. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 6.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Gnosis includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Gnosis to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.
- 6.2 The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 6.3 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Gnosis shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 6.4 Notwithstanding anything to the contrary, Gnosis shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Gnosis will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Gnosis offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
- 6.5 Gnosis shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, relating to the operation of the Services.

7. ORDERS AND PAYMENT

- 7.1 The fees for the Services ("Fees") are set forth in the Order Form and are payable in advance, irrevocable and non-refundable except as set forth in the Order Form and this Agreement. Customer must provide Gnosis with complete and accurate billing and contact information.
- 7.2 Where payment by credit card is agreed in the Order Form, or Customer provides

Strata with credit card information, Customer authorize Gnosis to bill such credit card (a) at the time that Customer order the Services, (b) for any billing frequency otherwise established in the Order Form, and (c) at the time of any renewal, for the amount charged plus any applicable sales taxes for any renewed Term.

- 7.3 Gnosis may, in its own discretion, permit Customer to make payment using a method other than a credit card. Gnosis will then invoice Customer on a monthly basis in advance of the relevant billing period, and all such amounts invoiced will be due within fourteen (14) days of Customer's receipt of Gnosis' invoice. Late payments shall be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less.
- 7.4 Customer shall pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on Strata's net income) arising from the transactions described in this Agreement, even if such amounts are not listed on an Order Form.
- 7.5 Gnosis may terminate or suspend Customer's access to Services i) if the billing or contact information provided by is false or fraudulent or ii) any payment under this Agreement is late by more than 10 days. Customer agrees that Gnosis shall not be liable to User or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Services resulting from Customer's nonpayment.

8. TRIAL USE OF THE SERVICES

- 8.1 If specified in the Order Form or elsewhere, Customer may order certain Services for trial, nonproduction purposes subject to the terms and conditions of the Agreement. Services acquired for trial purposes are provided "as is" and Gnosis does not offer any warranties for such Services.

9. TERM AND TERMINATION

- 9.1 Subject to earlier termination as provided below, this Agreement is for the initial term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the initial term (collectively, the "Term"), unless either party requests termination at least three (3) calendar days prior to the end of the then-current term for Terms up to 31 days, and at least fourteen (14) calendar days prior to the end of the then-current term.
- 9.2 Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within fourteen (14) days after receipt of notice of such breach.
- 9.3 Upon any termination, Gnosis will make all Customer Data available to Customer for electronic retrieval for a period of ten (10) days, but thereafter Gnosis may, but is not obligated to, delete stored Customer Data. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

10. WARRANTIES

- 10.1 Gnosis shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner, which minimizes errors and interruptions in the

Services and shall perform the any Services in a professional and competent manner.

- 10.2 Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Gnosis or by third-party providers, or because of other causes beyond Gnosis reasonable control, but Gnosis shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, GNOSIS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND ARE PROVIDED "AS IS" AND GNOSIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GNOSIS DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE VIRUS-FREE, NOR SHALL GNOSIS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMERS DATA.
- 10.3 Basis of the Bargain: Customer acknowledges that Gnosis has set its prices and entered into this Agreement in reliance upon the Warranty Disclaimer and Limitation of Liability set forth in this Agreement, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitation of liability specified in this Agreement will survive and apply even if the warranty disclaimer or any limitation of remedies is found to have failed of its essential purpose. Notwithstanding the foregoing, nothing contained herein shall limit the Suppliers liability for its own wilful or wanton conduct

11. LIMITATIONS OF LIABILITY

- 11.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, GNOSIS AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND GNOSIS REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO GNOSIS FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT GNOSIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. INDEMNIFICATION

- 12.1 Indemnification by Gnosis.
- 12.1.1 If a third party makes a claim against Customer that the Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that Gnosis' negligence or willful misconduct has caused bodily injury or death, Gnosis shall defend Customer and its directors, officers and employees against the claim at Gnosis' expense and Gnosis shall pay all losses, damages and expenses (including reasona-

ble attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Gnosis, to the extent arising from the claim.

12.1.2 The foregoing obligations do not apply with respect to portions or components of the Services (i) not supplied by Gnosis, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Gnosis, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) claims related to Customers Data or (vii) where Customer's use of the Service is not strictly in accordance with this Agreement.

12.1.3 If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Gnosis to be infringing, Gnosis may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

12.2 Indemnification by Customer.

12.2.1 If a third party makes a claim against Gnosis that the Customer Data or any portions or components of the Services as mentioned in clause 12.1.2 infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend and hold harmless Gnosis and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.

12.3 A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

13. FORCE MAJEURE

13.1 Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, failure or interruption or termination of a necessary third party service, acts of terrorism, or the stability or availability of the Internet or a portion thereof., acts of God, strikes, lock-outs, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

14. PERSONAL DATA

14.1 In performing the Services, Gnosis will comply with the Gnosis Privacy Policy, which is available at [link] and incorporated herein by reference. The Gnosis Privacy Policy is subject to change at Gnosis discretion.

- 14.2 Gnosis reserves the right to provide the Services from locations, and/or through use of subcontractors, worldwide. Gnosis subscribes to the United States/European Union Safe Harbor Principles and will only use third party providers that are in compliance of the Safe Harbor Principles.
- 14.3 Customer agree to provide any notices and obtain any consents related to Customers use of the services and Gnosis' provision of the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of its data.

15. GENERAL PROVISIONS

- 15.1 Non-Exclusive Service. Customer acknowledges that Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Gnosis ability to provide the Services or other technology, including any features or functionality first developed for Customer, to other parties.
- 15.2 Assignment. Customer may not assign this Agreement or any right under this Agreement, without the consent of Gnosis, which consent shall not be unreasonably withheld or delayed.
- 15.3 Customer Reference. Customer agree (i) that Gnosis may identify Customer as a recipient of Services and use Customers logo in sales presentations, marketing materials and press releases.
- 15.4 Statistical Information. Gnosis may anonymously compile statistical information related to the performance of the Services for purposes of improving the Service, if such information does not identify Customers data or include Customers name.
- 15.5 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- 15.6 Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible, the same effect as the original term, and the remainder of this Agreement shall remain in full force.
- 15.7 Entire Agreement. This Agreement (including all Order Forms and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Terms and Conditions provided by Customers, whether implicit or explicit, are deemed null and void unless such terms and conditions are accepted explicit in writing by Gnosis.
- 15.8 Governing Law. This Agreement and any dispute arising out of or in connection with it, shall be governed by and construed in accordance with the Greek law, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Customer and Gnosis agree to submit to venue in, the courts in Heraklion Crete Greece.

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Heraklion, Crete, Greece, October 4, 2019