

CONFIDENTIAL

HORIZONSCAN ONLINE END USER AGREEMENT

IMPORTANT – PLEASE READ THIS AGREEMENT BEFORE ACCESSING OR USING HORIZONSCAN. THEN CLICK THE "I Agree to the HorizonScan End User Agreement" BUTTON AT THE FOOT OF THIS PAGE

This Online End User Agreement ("**Agreement**") is a binding agreement between Fera and You, which explains Your rights and obligations as an end user of Fera products.

By clicking the "I Agree to the HorizonScan End User Agreement" button at the foot of this page, or by using the Product, you agree to be bound by this Agreement. If you do not agree to this Agreement, please do not click the "I Agree to the HorizonScan End User Agreement" button, and do not use this Product.

From time to time, Fera may modify this Agreement, including any referenced policies and other documents. Any changes to this Agreement will be notified to You and Your continued access to the Product will be subject to agreement to such changes.

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

"Agreement" means these terms and conditions, including the following additional terms that are incorporated by reference: (i) any Fera policies or documents referenced in this Agreement; (ii) Fera's privacy policy available at: <https://www.fera.co.uk/privacy-policy>; (iii) any variations agreed between Us; and (iii) any additional terms notified before use of the Product;

"Authorised Distributor" means Global ID Corp, Inc. a corporation with offices at 504 North Fourth Street, Fairfield, Iowa 52556, USA;

"Authorised Users" means any person in Your business unit or units that We have agreed with You is or are to benefit from the subscription. You will identify the Authorised User(s) during the registration process;

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 5;

"Fera", "Us", "We", or "Our" means Fera Science Limited, a company registered in England and Wales (registered number 9413017) whose registered office is at 30 Berners Street, London W1T 3AB;

"Intellectual Property Right" means all intellectual and industrial property rights, including copyright, database rights, registered and unregistered design rights, know-how, models, patents, topography rights, registered and unregistered trademarks, rights in confidential information and any rights in any discovery, invention or process, and applications for and rights to apply for each of these in any country;

"Normal Business Hours" means 08:30hrs to 17:00hrs local UK time, each Business Day;

"Product" means the web-based searchable software and database generally known as 'HorizonScan' that You access by electronic means including via www.horizon-scan.com, and including any and all Intellectual Property Rights residing therein or forming part thereof;

"Start Date" the date on which the Subscription Period starts;

"Subscription Fee" means the subscription fee for access to the Product to be provided under this Agreement, as specified in the applicable ordering document;

"Subscription Period" means the period in respect of which a Subscription Fee is payable for each Product, as specified in the applicable ordering document;

"Third-Party IP Claim" means any claim arising from a third party for infringement or alleged infringement of that third party's Intellectual Property Rights arising from the performance of Our obligations under this Agreement; and

"You" or "Your" means the party entering into this Agreement with Us by accepting these terms. Where the context so requires, 'You' or 'Your' includes Your Authorised Users.

1.2 Rules of interpretation

CONFIDENTIAL

- a) References to clauses, schedules, annexes or appendices are to clauses, schedules, annexes or appendices of this Agreement.
- b) References to You shall, where appropriate, be references to each individual person constituting Your organisation.
- c) References to You or Us shall, where appropriate, be references to any lawful successor, assignee or transferee.
- d) References to a person or third party shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency (whether or not having a separate legal personality).
- e) Unless the context requires otherwise, references to the singular shall include references to the plural and *vice versa*.
- f) The word 'including', 'include', or similar expression shall be construed as illustrative and interpreted as meaning 'including without limitation'.
- g) Headings are for ease of reference only and shall not affect the interpretation of any provision.

2. AUTHORITY AND LICENCE FOR USE OF THE PRODUCT

2.1. We authorise You and Your Authorised Users to use the Product for which You agree to pay Us or our Authorised Distributor the Subscription Fee according to the terms of the order document. 2.2. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if You are an entity, this Agreement and each order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

2.3. We reserve all rights, including without limitation all Intellectual Property Rights, not expressly granted to You in this Agreement. The Product is licensed, not sold.

2.4. This Agreement (including the licences hereunder) starts on the Start Date and ends on the first of the following events.

2.4.1. the end of the Subscription Period (unless We have agreed with You to renew this Agreement); or

2.4.2. termination of this Agreement under clause 8.

2.5. We hereby grant You on the terms of this Agreement a worldwide, personal, revocable (in accordance with the terms of this Agreement), non-exclusive, non-transferable (with no right to sub-license), temporary (during the Subscription Period) licence to access and use the Product solely for Your business purposes; provided, however, that irrespective of your business, the Product is for Your internal business use only and may not, in whole or in part, be sold or sublicensed to third parties or shared with them directly or indirectly for commercial gain. All use of the Product must be in accordance with Our documentation and policies.

2.6. You shall not, and shall not encourage others to:

2.6.1. make copies of or derivative works of the Product, modify, disclose or distribute any portion of the Product; or

2.6.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Product, in whole or in part, extract and/or re- utilize the whole or a substantial part of the contents of the databases, or in any way attempt to, or encourage or assist any other person to, circumvent or modify any security technology which is part of the Product, except as may be permitted by any applicable law which is incapable of exclusion by agreement between the parties (and then only on advance notice to Fera); or

2.6.3. resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) any Product to any third party (for use in its business operations or otherwise) or anyone else in accordance with the express terms of this Agreement, or permit anyone to use any data or information not owned by You that is generated by the Product; or

2.6.4. remove or obscure any proprietary or other notices of Fera or any third party contained in any Product (including any information or data generated by the Products);

2.6.5. publicly disseminate information regarding the performance of the Product;

CONFIDENTIAL

2.6.6. use any Product for commercial solicitation purposes or spam;

2.6.7. use the Fera name or any Fera trademarks or logos except as permitted in Clause 9.2; or

2.6.8. commit any act or omission that could result in damage to Fera's or its suppliers' or licensors' reputations.

2.7. Unless We agree otherwise in writing, You may only use or make available the Products on Your hardware systems, whether owned, leased or controlled by You. You will be responsible for any use of the Products on any hardware systems not owned, leased or controlled by You ("**Uncontrolled Systems**").

2.8. Indemnity. We shall not infringe the Intellectual Property Rights of any third party in performance of this Agreement and indemnify You and will keep You indemnified from and against all claims in respect of loss arising from Our breach of this clause 2.8 except to the extent that such claim results from:

2.8.1 inclusion of information provided by You;

2.8.2 Your use of the Product in a manner other than in accordance with Our written instructions;

2.8.3 the unauthorised modification of the Product by You; or

2.8.4 Your breach of terms of the Product licence granted to You under his Agreement.

2.9 Infringement. If any Third-Party IP Claim is made or in Our reasonable opinion is likely to be made against Us that will prevent or delay Our performance of this Agreement, We shall notify You and shall (at Our sole discretion):

2.9.1 modify the Product to provide so as to avoid infringement or alleged infringement;

2.9.2 substitute alternative Product(s) of substantially equivalent performance and functionality, so as to avoid the infringement or alleged infringement;

2.9.3 procure a licence to use the Intellectual Property Right(s) and supply Product(s) which are the subject of the alleged infringement; and/or

2.9.4 terminate the Agreement whereupon our sole and exclusive liability to You will be to return the Subscription Fee on a pro-rata basis for the unexpired portion of the outstanding Subscription Period.

3. YOUR OBLIGATIONS

3.1. You will ensure that Authorised Users comply with the terms of use of the Product in this Agreement and do not:

3.1.1. Copy, print out or otherwise reproduce any material relating to part of the Product, except as permitted under this Agreement or authorised by Us in writing. For the avoidance of doubt, print out is only permitted in order to comply with Your business audit obligations;

3.1.2. make any part of the Product available to anyone, except as permitted under this Agreement or authorised by Us in writing;

3.1.3. purport to assign or otherwise dispose, in whole or in part, of Your rights under this Agreement.

3.2. In relation to the Authorised Users, You undertake that:

3.2.1. The maximum number of Authorised Users that are registered to access and use the Product shall not exceed the number of user subscriptions You have purchased from time to time;

3.2.2. You will ensure that nobody other than Authorised Users accesses the Product using accounts created with Your username and password;

3.2.3. Should We become aware that Your username and password has been provided to any individual who is not an Authorised User, then without prejudice to Our other rights, We shall promptly disable such passwords and We shall not issue any new passwords to any such individual; and

3.2.4. Should We become aware that You have underpaid Subscription Fees to Us or our Authorised Distributor, then without prejudice to Our other rights, You shall pay to Us an amount equal to such underpayment calculated in accordance with the prices set out in the Order within 10 Business Days of such amount being requested.

CONFIDENTIAL

3.3. You acknowledge and agree that We and Our licensors own all Intellectual Property Rights in the Product. Except as expressly stated in this Agreement, this Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Product and all copies, modifications and derivative works of the Product and underlying Products, and You do not acquire any ownership rights in Our Product.

3.4. You will indemnify, defend and hold Us harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with any claim arising from or relating to:

3.4.1. any breach by You of this Agreement, or

3.4.2. any service or product offered by You in connection with or related to a Product, or

3.4.3. any representations or warranties made by You regarding a Product to third parties.

3.5. The indemnity at clause 3.4 above is provided subject to You receiving:

3.5.1. prompt written notice of such claim (but in any event notice in sufficient time for You to respond without prejudice);

3.5.2. the exclusive right to control and direct the investigation, defence, or settlement of such a claim, provided that We may participate in the claim at Our own expense and You may not settle any claim without Our prior written consent; and

3.5.3. Our reasonable necessary cooperation at Your expense.

3.6. You agree to use the Product only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of, the Product by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within the Product.

3.7. You will provide accurate, current and complete information when registering and ordering the Product. We will open an Authorised User account in accordance with the information on the Product registration form completed by You.

3.8. You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, to the extent permitted by applicable law. You are responsible for all activities that occur under or through Your account or password and all actions taken through Your account.

3.9. You should take all necessary steps to ensure that Your password is kept confidential and secure and should inform Us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details included on the Product registration form are correct and complete, and for informing Us of any changes to the information You have provided by notifying Us by email to horizonscan@fera.co.uk.

4. OUR OBLIGATIONS

4.1. We will take reasonable steps to ensure that data files We supply to You as part of the Product are virus-free.

4.2. We will use commercially reasonable endeavours to ensure that the Product is available continuously and that access to it is not interrupted by any event within Our control, except for:

4.2.1. Scheduled maintenance, provided that We have used reasonable endeavours to give You at least 24 Business Hours' notice; and

4.2.2. Unscheduled maintenance for business critical needs.

5. CONFIDENTIALITY

5.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

5.1.1. is or becomes publicly known other than through any act or omission of the receiving party; or

5.1.2. was in the other party's lawful possession before the disclosure; or

CONFIDENTIAL

5.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

5.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

5.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

5.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

5.3. Each party shall use its best endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement.

5.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (except, in Our case, those third parties sub-contracted by Us to perform services related to Product maintenance and back-up).

5.5. You acknowledge that Our Confidential Information includes the Subscription Fee and the user ID and password provided to each Authorised User.

5.6. This clause shall survive termination of this Agreement, however arising.

6. DISCLAIMER

6.1. We give You no warranty or assurance, except as set out in Clause 4 above. We declare and You acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law.

6.2. We, and Our third party suppliers/licensors, make no representation, warranty or guarantee:

6.2.1. as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any products or any content therein or generated therewith;

6.2.2. that:

- (a) the use of the Product will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, products, system or data,
- (b) the quality of any products, services, or information obtained by You through use of the Product will meet Your requirements or expectations;
- (c) any stored data will be accurate or reliable or that any stored data will not be lost or corrupted;
- (d) errors or defects will be corrected; or
- (e) the Product is free of viruses or other harmful components.

7. LIABILITY

7.1. We and Our third party licensor/suppliers shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other systems outside Our reasonable control.

7.2. Except as otherwise provided in this Agreement Our total liability (or the total liability of Our respective third party suppliers/licensors) in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement shall be limited in aggregate to the amount actually paid by You for the Product in the last 12 months up to and including the date the claim arose.

7.3. Without prejudice to 7.2, in no event shall We (or Our respective third party suppliers/licensors) be liable to You for any loss of revenue, loss of anticipated savings, loss of profits, loss of data, damage to goodwill, loss of reputation or for any type of indirect, economic or consequential loss or damages whatsoever or howsoever caused.

7.4. Neither party excludes or disclaims liability to the other for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any other matter for which it would be illegal to exclude or limit liability.

CONFIDENTIAL

7.5. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations under this Agreement (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labour conditions, or any other cause which is beyond the reasonable control of the party.

8. TERMINATION

8.1. This Agreement will continue so long as You have a licence to the Product, unless earlier terminated in accordance with this Agreement.

8.2. We may suspend or terminate this Agreement with immediate effect by written notice given to You, if You fail to pay the Subscription Fee when due.

8.3. Either party may terminate this Agreement with immediate effect on written notice given to the other party where:

8.3.1. that other party commits a breach of the Agreement which the party serving the notice reasonably considers is not capable of remedy; or

8.3.2. that other party is in material breach of any of its terms and the breach is not remedied within the period of 20 working days after being warned in writing of such breach.

8.4. Immediately upon termination of any licence granted under this Agreement,

8.4.1. Your licence to use the Product will cease; and

8.4.2. You must cease using the Product.

8.5. Termination shall not affect or prejudice the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination.

8.6. Clauses 2 and 3 (Conditions of use, Intellectual Property Rights, Indemnity), 5 (Confidentiality), 6 (Disclaimer), 7 (Liability), 8 (Termination), 9 (Publicity Rights), 10 (Assignment), 11 (Governing Law and Arbitration), and 12 (General) will survive expiration or termination.

9. PUBLICITY RIGHTS

9.1. We and our Authorised Distributor may identify You as a customer in Product promotional material. You may request that We cease identifying You at any time by submitting an email to horizonscan@fera.co.uk or info@globalhorizonscan.com in the case of exclusive territories. Requests may take 30 days to process

9.2. You shall not make reference to all or any part of the Product without proper attribution to Us. Any publications or reports resulting from the use of the Product shall acknowledge the Product as the source of the relevant information and/or data.

10. ASSIGNMENT

10.1. You may not assign, transfer, charge, or sub-contract this Agreement without Our prior written consent, provided that the assignee agrees to be bound by the terms and conditions contained in this Agreement.

10.2. We may assign Our rights and obligations under this Agreement in whole or in part without Your consent. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

11. GOVERNING LAW

11.1. This Agreement is governed by the law of England and Wales. The English and Welsh courts shall have exclusive jurisdiction over any disputes connected to or arising out of use of the Product. If You use the Product from outside the United Kingdom You are responsible for ensuring Your access to and use of the Product conforms to local laws as well as the laws of England and Wales.

12. GENERAL PROVISIONS

12.1. This Agreement is the entire agreement between You and Us relating to the Product and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement.

CONFIDENTIAL

12.2. This Agreement is not intended to benefit anyone other than the parties to it, and, in particular, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

12.3. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

12.4. This Agreement may not be modified or amended except as described on the first page of this Agreement or otherwise with Our written agreement (which may be withheld in Our complete discretion without any requirement to provide reasons).

12.5. No failure or delay by the injured party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.

12.6. This Agreement shall not be construed as constituting either party to this Agreement as a partner of the other or to create any other form of legal association that would give one party the express or implied right, power or authority to create any duty or obligation on the other party.