Exhibit A

Datasite®

Statement of Work ("SOW"): Datasite® Diligence™

CUSTOMER & PROJECT INFORMATION (required) Is Customer same as Bill-To Company below? ☐

Company:	Vyaire Medical, Inc.	Project Name:	Crystal
Name:	Rachel Lisenby	Email:	rachel.lisenby@vyaire.com
Title:	AGC, Secretary		
Street Address:	26125 N. Riverwoods Blvd.	Agreement #:	2405234798
City:	Mettawa	State/Province:	IL
Zip/Post Code:	60045	Country:	USA

This SOW is governed by the General Terms and Conditions entitled "United States Terms and Conditions" attached ("Legal Terms"), for this project and any subsequent project launched hereunder. Capitalized terms not defined herein are as defined in the Legal Terms. If there is a conflict between the terms of this SOW and the Legal Terms, the terms of the SOW will govern. This SOW is effective as of Customer's signature date, and if not dated, the date when the Website is made available to Customer ("Effective Date").

DEFINITION OF SERVICE: Datasite Diligence®. The VDR "virtual data room" with complete support for sell and buy side financial transactions.

TERM: This SOW has an "Initial Term" of six (6) months, beginning on the Go Live Date (defined below) and will automatically renew on a month-to-month basis (each additional month being a "Renewal Term", collectively together with the Initial Term, the "Term"), unless Customer's Administrator carries out Datasite's closing instructions on the Website in order to provide advance written notice of Customer's intent not to renew the Term.

The "Go Live Date" is the earlier of (i) the date when the Website is made available to External Users or (ii) one-hundred and twenty (120) days after the date the project is created. "External Users" are those Users who are given access to the Website by Customer but are not employees, advisors, or agents of the Customer.

PRICING: All pricing in USD

NUMBER OF PAGES	PRICE PER PAGE [USD]
Up to 5,000	$ 0.52
From 5,001 to 10,000	$ 0.50
10,001 +	$ 0.48

A discount of 10% will apply at 'Go Live'

Pricing does not include shipping, Taxes or optional products and Services, which may include but are not limited to items outlined below. Invoices are initiated on the Go Live Date and subsequently issued on a monthly basis for additional PAGES processed to the project and any optional products and Services. If applicable, upon entering into a Renewal Term, Customer will be invoiced for all Content hosted and processed in the staging folder ("Sandbox") at 50% of the Continuation rates described herein.

Datasite®

Statement of Work ("SOW"): Datasite® Diligence™

OPTIONAL PRODUCTS AND SERVICES	Price [USD]
Special media (e.g. video/audio/rar files) per MB	$ 11.00
Continuation - per page per month	$ 0.25
Hibernation - per page per month	$ 0.13
Special media - Continuation, per month per MB	$ 2.75
Special media - Hibernation, per month per MB	$ 1.38
Encrypted media	1 included
Additional encrypted media	$ 750.00
Redaction - standard	included
Redaction AI - NEW! Advanced redaction toolkit	extra fee

CUSTOMER SUPPORT: Datasite® provides 24/7/365 customer support to address problems and answer questions.

SUBSEQUENT OR ADDITIONAL PROJECT: A new Diligence Project may be initiated by (a) Customer signing a new SOW, or (b) an email request from Customer's Administrator to service@datasite.com. Datasite® requires a satisfactory credit check on Customer prior to creating a project.

Bill-To Company Information (this section must be completed)			
Bill-To Company:	Vyaire Medical, Inc.	Tax ID	
Street Address:	26125 N. Riverwoods Blvd.	PO Num:	
City:	Mettawa	State/Province:	IL
Zip/Post Code:	60045	Country:	US
Bill-To Contact:	Rachel Lisenby	Bill-To Email:	rachel.lisenby@vyaire.com

Customer:	
By (Signature):	RLisby
Name (Print):	Rachel Lisenby
Title:	AGC, Secretary
Date:	May 8, 2024

DATASITE LLC[1]	
By (Signature):	Kelly Weisenfels
Name (Print):	Kelly Weisenfels
Title:	Regional Sales Director
Date:	May 8, 2024

Note 1. Datasite LLC, a Delaware limited liability company, located 733 S. Marquette Ave, Minneapolis, MN 55402 USA

United States General Terms and Conditions

Revision Date: 31 July 2023

These United States General Terms and Conditions ("Legal Terms") when incorporated by a Statement of Work or Order (each an "SOW") shall govern the supply of Services (as defined below) and the Legal Terms and SOW together constitute the entire agreement (collectively the "Agreement") between Customer and the Datasite entity ("Datasite") (each a "Party" and together the "Parties") named in the SOW. In the event of a conflict between the Legal Terms and any SOW, the SOW shall govern. Capitalized terms not defined within the Legal Terms are defined in the SOW.

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Party executing this Agreement.

"Availability Guarantee" means the Content being available at least 99.5% of the time measured on a monthly basis.

"Annual Minimum Fees" are as defined in the applicable SOW.

"Classified Information" means any information or material, regardless of the form, which for reasons of national security, national defense, or foreign policy, has been specifically designated by a U.S. government or foreign government agency as requiring protection against unauthorized disclosure, including information classified pursuant to Executive Order 12958, as amended, or similar classification authorities.

"Confidential Information" means any information of a Party (including information obtained by a Party from one or more of its Affiliates) disclosed before or after the Effective Date, either directly or indirectly, in writing or orally, or by inspection of tangible objects which: (i) the disclosing Party identifies as confidential or proprietary; or (ii) reasonably appears to be confidential or proprietary to the disclosing Party or its Affiliates because of legends or other marking, the circumstances of its disclosure, or the nature of the information itself. Such information may include but is not limited to Content, Third-Party Data, the Services, the Website, any inventions, trade secrets, marketing plans, programs, source code, data and other documentation, customer and shareholder information, other information related to the business of the disclosing 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 lawfully available on an unrestricted basis to the receiving Party from a source other than the disclosing Party; (iv) Feedback; (v) Services Data; or (vi) information independently developed by the receiving Party.

"Content" means any document or file that is uploaded to the Website by or on behalf of the Customer.

"Credit" is the applicable credit set forth in the table provided in Section 7(b)(ii).

"Customer Administrator" means any User authorized by Customer to initiate and conclude Services, upload and manage Content, invite other Customer Administrators and Users (which may include third parties), and access reports.

"Customer Material" means any Content and Customer's trademarks and logos.

"Due Date" means the date the Customer receives the invoice from Datasite.

"Effective Date" is the date of Customer's signature unless otherwise defined in the applicable SOW.

"Feedback" means suggestions, improvements, comments, or other feedback regarding the Website or Services.

"Fees" mean (i) the fees set forth in any SOW; or (ii) charges for Services not specified in any SOW (including without limitation additional new service features), provided that Customer has approved any such additional Services and related charges in advance in writing.

"Hibernation Period" means any time during a Renewal Term, when the Customer's Administrator has requested a project to be placed in hibernation.

"Hibernation Administrators" means Customer Administrators appointed by the Customer during the Hibernation Period. No more than two shall be permitted.

"Intellectual Property Rights" means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighboring rights, and derivative works thereof; (ii) trademark and trade name rights; (iii) trade secret rights; (iv) patents, design rights, and other industrial property rights; and (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, and together with all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof.

"Non-Datasite Applications" mean web-based, mobile, offline, or other software applications provided by Customer or a third-party which may interoperate with the Website.

"Order" means any Services provisioned or purchased using the Website.

"Renewal Term" is as defined in the applicable SOW.

"Scheduled Maintenance" means periodic maintenance on the Website for system upgrades and maintenance and as further defined in Section 7(a)(xi).

"Services" mean those services ordered by Customer under an SOW or Order and any related customer support.

"Services Data" means Content incorporated with or into similar information derived or obtained from other customers of Datasite that has been anonymized or aggregated to remove references to numerical values, addresses, locations, and personal data.

"Special Media" means all Content processed on the Website and not converted to PDF format because: (i) its inherent nature precludes it from conversion to a PDF; or (ii) Customer Administrator has designated it as a download-only file. Any examples of Special Media provided in any SOW are for representative example, illustration, and/or convenience purposes only and are not intended to be an exhaustive list of all types of Special Media.

"Taxes" means any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, assessed by any jurisdiction, but excluding taxes charged on the income, property, or employees of Datasite.

"Term" is as defined in the applicable SOW.

"Third-Party Data" means any data, including but not limited to Content, User Data, made available on the Website (including through a Non-Datasite Application) that is owned by a third-party.

"Trial Services" mean beta or test services and such related documentation.

"Website" means collectively, those Datasite URLs, virtual data rooms (also referred to as projects), contents, and features provided to Customer through which Users access, process, store, upload/download, and communicate Content.

"Usage Data" means queries, logs, and other information about Customer's or a User's use of the Services, excluding Content.

"Users" mean those individuals authorized by Customer, and enabled by Datasite or Customer, to access Content on the Website.

"User Data" means information about or relating to Users.

2. Fees, Taxes, Billing Disputes.

(a) Fees. Customer will provide all accurate "Bill-to" information reasonably necessary to issue an invoice. Customer shall pay to Datasite all Fees invoiced under this Agreement, including any Fees invoiced to Customer and any of its advisors in connection with the Services. Except as otherwise expressly specified herein or in the applicable SOW, all payment obligations are non-cancelable, and Fees paid are non-refundable. Any Annual Minimum Fees cannot be decreased during the relevant Term. All Fees are payable in the currency used or designated in the applicable SOW. On each one-year anniversary of the Effective Date of an SOW, Datasite may adjust pricing by an amount equal to the greater of: (i) six percent (6%); or (ii) the average of the monthly "All Groups" Consumer Price Indices for the United States for the 12 months immediately preceding the adjustment date.

(b) Payment. Unless otherwise specified in the applicable SOW and subject to Section 2(c) below, Customer shall pay to Datasite all Fees owing under this Agreement on the Due Date. Fees or amounts not paid by this date shall be considered past due. For any failure to pay past due Fees amounts or invoices by Due Date, Datasite may accelerate Customer's unpaid Fees for the full outstanding period of the Term and require immediate payment by Customer of such Fees and/or, following ten (10) days' written notice to Customer, suspend Services until the outstanding amounts are paid in full. Interest may be added from the Due Date to all past due invoices up to the highest rate permitted under applicable law. If Customer intends for any Fees charged under this Agreement be paid by a third-party, then: (i) Customer will promptly notify Datasite in writing; (ii) Customer will provide all accurate information reasonably necessary to issue the invoice to the third-party via either the SOW, email or through the Website and work with Datasite to correct any problems or errors Datasite observes or discovers; (iii) payment of Fees from such third-party to Datasite will be due on the Due Date; and (iv) Customer will not be relieved of its obligations to pay those or any other Fees to Datasite. Payment of Fees shall not be conditioned upon completion of Customer on-boarding forms, purchase orders, or Datasite's use of Customer's billing and other portals. Datasite shall be under no obligation to use any billing portal. Datasite reserves the right to charge the Customer for any costs incurred to recover any amounts owed to it including, but not limited to, any debt recovery services or other third-party services, including but not limited to, reasonable legal fees.

(c) Payment Disputes. Notice of any disputed Fees, amounts, or invoices must be provided to Datasite via email sent to billing@datasite.com not later than ten (10) days after the Due Date otherwise it shall be deemed accepted. Notices must include details identifying the invoice by number and detailing the amounts in dispute. Upon receipt of the dispute notice, Datasite will determine in its sole discretion, whether the charges in dispute were correctly issued and notify Customer. If there has been an error, Datasite will work with Customer to correct the error and determine the outcome.

(d) Taxes. The Fees stated in any SOW do not include Taxes. Customer is responsible for paying all Taxes associated with its purchases hereunder. If Datasite has a legal obligation to collect Taxes for which Customer is responsible, Datasite will invoice Customer and Customer will pay the amount owing. If Customer is lawfully required to withhold any sums from an invoice, Customer must effect such withholding and remit such amounts to the appropriate taxing authorities, and ensure that, after such deduction or withholding, Datasite receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Datasite would have received and retained in the absence of such required deduction or withholding.

3. Ownership and Limited License.

(a) Customer Ownership. As between the Parties, Customer shall have and retain all Intellectual Property Rights in Customer Materials. Customer has sole responsibility for the accuracy, quality, legality, integrity, and appropriateness of all data, content, and information it, or any of its Users, provides to Datasite in conjunction with the Services. Customer hereby grants to Datasite a non-exclusive, irrevocable, fully paid-up, royalty-free, sub-licensable, worldwide right and license to reproduce, distribute, use, and display the Customer Materials to the extent necessary for Datasite: (i) to provide the Services to Customer; and (ii) for any other activities expressly agreed to by Customer.

(b) Datasite Ownership. As between the Parties, Datasite shall have and retain all Intellectual Property Rights in materials, documentation, methodologies, source code, processes, websites, applications, and software that Datasite uses for the purpose of providing the Website and Services, Feedback, Usage Data, and any and all derivatives, future enhancements, or modifications to the foregoing, however produced. No Intellectual Property Rights are granted to Customer under this Agreement or otherwise except as expressly set forth herein.

(c) Services Data and User Data. Without limiting any other rights set forth herein, during and after the Term, Customer agrees that Datasite may use, collect, and make derivatives of Services Data and User Data to develop, improve, support, and operate its products and services, and to create and offer new products and services.

4. Warranties.

(a) General Warranties. Each Party warrants that: (i) it has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly executed and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (iii) it will comply with all laws applicable to the Party; and (iv) it will use up-to-date, generally accepted virus and malicious software detection devices and procedures to reasonably ensure that any electronic data transmitted to the other Party will not contain a virus malicious software or other harmful component.

(b) Datasite Warranties. During the Term, Datasite warrants that: (i) the Services will be rendered using 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. Customer must provide written notice to Datasite of any warranty claim. Such warranty shall apply only if the applicable Services have been used for their intended purpose and in accordance with the applicable documentation, this Agreement, and any and all applicable law. In the event of a breach of Section 4(b)(ii), Datasite may, in its sole discretion: (1) substitute substantially similar services; (2) procure for Customer the right to continue using the Services; or if (1) and (2) are not commercially reasonable, (3) terminate this Agreement and refund to Customer the Fees paid by Customer for the Services that were prepaid but not used. This section sets out Datasite's sole and exclusive liability, and Customer's sole remedy, with respect to any claim for breach of the warranty in Section 4(b)(ii) including cases where there is a claim by a third-party of infringement of its intellectual property rights.

(c) Customer Warranties.

(i) Customer warrants that it: (1) has obtained all permissions and consents, provided all relevant notices, or has established another legal basis required by law (as applicable) to transfer the Content and/or User Data so that Datasite may lawfully use and process the Content and User Data in accordance with this Agreement, the Data Processing Addendum when applicable, and in compliance with applicable data protection laws, including but not limited to, any data localization or data sovereignty laws or regulations; (2) will use the Services for the intended business purpose; (3) has delegated authority to its advisors and Customer Administrators to provide instructions in connection with the Services, and Datasite has no duty to verify such delegation, and may rely on such instructions; (4) will use reasonable endeavours to provide Datasite with clear and legible copies of the Content in the best possible condition; (5) will cooperate with Datasite to correct any problems associated with the Content; (6) will comply with all economic sanctions laws and not take any action which would place Datasite in a position of non-compliance with any such economic sanctions laws; (7) will promptly report to Datasite any problems or errors it observes or discovers with the Content; and (8) will immediately notify Datasite in writing of all court orders it receives which may restrict the use, distribution, or disposition of any Content delivered to Datasite.

(ii) Customer additionally warrants that it will not: (1) use, nor permit any third-party to use, the Services in a manner which would give rise to civil liability; (2) engage in, nor assist, encourage, or authorize others to engage in, conduct which could constitute a criminal offense under any applicable law or regulation; (3) upload Content or use Non-Datasite Applications which reasonably could infringe, misappropriate, or otherwise violate any Intellectual Property Rights of any third-parties; (4) perform, nor permit or instruct any third-party to perform on its behalf, any code review, vulnerability testing, penetration testing, or any other network tests on the Website or Services, or attempt to gain unauthorized access to the Website, Services, or its related systems or networks; and (5) (except to the extent that must be permitted by law) attempt to, nor permit or otherwise instruct any third-party attempt to, reverse engineer, decompile, disassemble, create derivative works from, sell, market, transfer or otherwise seek to obtain: (A) any Third-Party Data (excluding Content), (B) the source code for the Website, or (C) any other software made available to Customer in connection with the Services.

(d) Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES, TRIAL SERVICES, AND WEBSITE(S) ARE PROVIDED AS-IS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY OR OF SATISFACTORY QUALITY, OR THOSE ARISING FROM A COURSE OF DEALING,

USAGE, OR TRADE PRACTICE. THE ABOVE WARRANTIES DO NOT GUARANTEE THAT THE SERVICES WILL BE SECURE, PERFORM UNINTERRUPTED OR ERROR-FREE, THAT DATASITE WILL BE ABLE TO CORRECT ALL ERRORS, OR THAT THE SERVICES MEET CUSTOMER'S REQUIREMENTS. ANY SERVICES PROVIDED AND DATA MADE AVAILABLE TO CUSTOMER (INCLUDING THIRD PARTY DATA) IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT ARE NOT INTENDED TO PROVIDE, AND SHOULD NOT BE RELIED UPON, FOR LEGAL, TAX, FINANCIAL, INVESTMENT RECOMMENDATIONS, OR ANY OTHER TYPE OF ADVICE.

(e) Security Classified Information. THE SERVICES ARE EXPRESSLY PROHIBITED FROM BEING USED TO STORE ANY CLASSIFIED INFORMATION ON THE WEBSITE. ACCORDINGLY, DATASITE DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ACCESSING OR STORING ANY CLASSIFIED INFORMATION OR INFORMATION REQUIRING A SECURITY CLEARANCE FROM ANY GOVERNMENT AND DATASITE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SERVICES FOR SUCH INFORMATION.

5. Confidentiality.

(a) Each Party shall: (i) hold Confidential Information of the other Party in confidence; (ii) not use any Confidential Information of the other Party for any purpose outside the scope of this Agreement and, if applicable, the Data Processing Addendum; (iii) take reasonable steps to maintain the confidentiality of all Confidential Information; (iv) only disclose Confidential Information: (1) to such Party's or its Affiliates employees who have a need to know such information; or (2) for the purposes envisioned or intended under this Agreement. This Agreement expressly supersedes and replaces in its entirety any non-disclosure agreement executed by Datasite arising out of or in connection with this Agreement.

(b) 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) so that the Party may, at its option and expense, seek a protective order or other remedy.

(c) Upon termination of the Agreement, all Content uploaded to the Website by Customer shall be destroyed, or in accordance with the applicable SOW, returned to the Customer. Upon Customer's request, Datasite shall provide a certification of deletion or destruction of the Content. Customer must pay all invoices in full prior to the release of any Content under this section. Datasite shall not be obligated to immediately erase Content contained in an archived computer system backup made in accordance with its security or disaster recovery procedures, provided that such archived copy shall remain subject to the same obligations of confidentiality until destruction.

(d) The Parties agree that Datasite does not receive any personal data as consideration for the Services. Customer acknowledges that Datasite's provision of the Services may involve the processing of personal data (as defined by applicable data protection laws) which may include Datasite sharing such personal data with Customer's advisors, its authorized third-party Users or as otherwise for provided in the Agreement or the Data Processing Addendum. Customer has sole responsibility for ensuring that personal data it provides to Datasite for processing complies with applicable data protection laws. If Customer or Datasite is subject to data protection laws that require entering into a Data Processing Addendum, Customer will download Datasite's Data Processing Addendum available at https://www.datasite.com/us/en/legal/services-agreement.html, sign it, and return it to privacy@datasite.com.

6. Limitation of Liability.

TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY NOR ANY 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 OTHER LOSS RESULTING FROM BUSINESS INTERRUPTION ARISING FROM OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. UNLESS OTHERWISE STATED HEREIN, THE PARTIES AGREE THAT THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

THE PARTIES AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT, UNDER WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL PRICE PAID BY CUSTOMER TO DATASITE UNDER THE APPLICABLE SOW FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY LIABILITY EXCEPT FOR BREACH OF SECTIONS 5(a) AND 5(d) WHERE THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY SHALL NOT EXCEED FIVE HUNDRED THOUSAND US DOLLARS ($500,000 USD).

THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 6 OF THE LEGAL TERMS SHALL NOT APPLY TO: (a) FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT; (b) A BREACH OF SECTIONS 3(b) (DATASITE OWNERSHIP), 4(c) (CUSTOMER WARRANTIES), OR 9(d) (RESTRICTED PARTIES AND EXPORT LAWS) OF THE LEGAL TERMS; OR (c) DAMAGES TO THE EXTENT CAUSED BY FRAUD OR A PARTY'S WILLFUL MISCONDUCT.

7. Hosting Terms.

(a) Usage.

(i) Website Management. By Customer's Administrators accessing the Website or using the Services, Customer agrees that these Legal Terms shall apply. Customer authorizes Datasite to act on any instructions reasonably believed by Datasite to be authentic communications from Customer, its advisors, or Customer

Administrators with respect to the management of Customer's Website. Customer shall be responsible for monitoring its and its Users' use of the Services within the limits set out in the applicable SOW.

(ii) Obligations. Users must consent to the Terms of Use and Privacy Notice included in the Website which may be amended from time to time. Customer is responsible for the use of the Website by any of its Users in compliance with this Agreement. Datasite retains the right to remove authorization and access of any User from the Services upon request of the employer of such User.

(iii) Go Live Date, Sandbox, Datasite Prepare. Prior to the Go Live Date, or if Customer elects to utilize the Sandbox (as described in the applicable SOW) or the Datasite Prepare offering, Customer agrees only to use such Services: (1) for the purpose of managing and distributing Content within the transaction team, including Customer's employees, agents, 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; or (2) for such other purpose as expressly agreed to by the Parties in the applicable SOW. In respect of both (1) and (2) of this sub-section (iii), (3) the Content shall not be made accessible to any third-party other than Customer's agents, advisors, or clients. Datasite retains, in its sole discretion, the right to terminate the Services if suspension is necessary to avoid harm to Datasite or its business, or in the event Customer, or any of its Users, has violated this provision.

(iv) Continuation. When applicable, and upon Customer entering into a Renewal Term, Customer will be invoiced for all Content hosted at the Continuation rate. For any additional Content processed during the Renewal Term, Customer will be invoiced processing and hosting Fees at the Pricing and Continuation rates listed in the applicable SOW. Fees incurred during the Renewal Term will not be prorated.

(v) Redaction. Upon Customer replacing redacted Content with its original version on the Website, Customer will be charged for that replacement at the page, MB, or GB increments set for in the SOW.

(vi) Hibernation Period. During the Hibernation Period, the Customer acknowledges and agrees that: (1) only the Hibernation Administrator will be able to access, view, edit, and add Content within the project; (2) all other Users and Customer Administrators access will be withdrawn; (3) Hibernation Administrators will not be able to modify User permissions in any way; and (4) Customer will be charged at the Hibernation rates as listed in the applicable SOW for the duration of the Hibernation Period. Hibernation Administrators may terminate the Hibernation Period at any time with prior written notice to Datasite.

(vii) Third-Party Data. Customer acknowledges and agrees that: (1) Users will have access (including to view, download and query) to Third-Party Data and it is Customer's sole responsibility to evaluate and assume the risks related to sharing such Third-Party Data with Users; and (2) Datasite has no control over, and no liability whatsoever, for any acts or omissions of any User with respect to Third-Party Data. Customer shall comply with any and all applicable terms of service for any Third-Party Data. If Customer receives notice, including from Datasite, that Third-Party Data may no longer be used or must be removed, modified, or deleted to avoid violating applicable law, third-party rights, or this Agreement, Customer must promptly do so and provide Datasite written confirmation of such.

(viii) Trial Services. Datasite may make Trial Services available to Customer. Any Trial Services shall be provided "As Is" and without any guarantee or warranty of any kind, express or implied. All confidentiality and ownership rights applicable to Services generally under this Agreement, and all Customer obligations concerning the Services and Content hereunder, shall also apply equally to Customer's use of Trial Services. Datasite reserves the right to discontinue the Trial Services at any time in its sole discretion and may never make them generally available. Datasite shall have no liability for any harm or damage arising out of or in connection with the Trial Services. The provision of any Trial Services to Customer may be subject to additional terms and conditions.

(ix) Integration with Non-Datasite Applications. The Website may contain features designed to interoperate with Non-Datasite Applications. Datasite does not warrant or support Non-Datasite Applications, nor can it guarantee the continue availability of such features. Datasite reserves the right to cease making available any Non-Datasite Application without entitling Customer to any refund, credit, or other compensation. If Customer chooses to use a Non-Datasite Application with the Website, Customer is responsible, and Datasite disclaims all liability, for the privacy or security of such Non-Datasite Application, including but not limited to, any disclosure, modification, or deletion of data resulting from a Non-Datasite Application or its provider. Customer agrees to comply with the terms of service of any Non-Datasite Applications.

(x) Scheduled Maintenance. Datasite performs periodic Scheduled Maintenance and advance notice of such 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, and operate the Website and Services at any time. Any updates or modifications will not materially diminish the functionality of the Website.

(b) Service Level Agreements.

(i) Availability Guarantee Credits. As Customer's sole and exclusive remedy, Datasite's sole liability for any month during the Term that Datasite fails to meet the Availability Guarantee is to provide Credits as set forth below.

(ii) For the applicable SOW, Customer may request Datasite provides Customer with the credits below, provided Customer makes such request within twenty (20) days after Datasite's failure to meet the Availability Guarantee.

Actual Percentage the Content is Available	**Credit only for affected month**
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

(iii) If Datasite fails to meet the Availability Guarantee for less than 95% in any given month, Customer may terminate the applicable SOW and request Datasite to deliver, as soon as commercially practicable, the Content on the Website to Customer's designee, provided Customer makes such request within twenty (20) days after Datasite's failure to meet the Availability Guarantee.

(iv) Availability Guarantee Exceptions. No period of inoperability will be included in calculating the Availability Guarantee to the extent such downtime is due to: (1) Scheduled Maintenance; (2) failure of Customer's or its Users' internet connectivity; (3) internet traffic problems of either Party other than problems arising from networks controlled by Datasite; (4) any Force Majeure Event; or (5) Non-Datasite Applications.

8. Term & Termination.

(a) Term. This Agreement is effective as of the Effective Date. The Initial Term and any Renewal Terms of an SOW will remain in effect until terminated in accordance with its terms. In no event will termination relieve Customer of its obligation to pay any Fees or amounts payable to Datasite under the applicable SOW.

(b) Termination For Cause. A notice of default or breach from the non-breaching Party or an intent to default from the breaching Party under this provision shall not constitute a notice of termination under this Agreement. Any notice of termination must be provided separately in writing. Excluding Customer's payment obligations which are solely subject to Section 8(c), either Party may terminate this Agreement and all SOWs issued hereunder, in whole or in part, with immediate effect upon written notice if the other Party:

(i) breaches any material obligation of this Agreement and either has not cured such breach within thirty (30) days of receiving written notice from the non-breaching Party, or the breach cannot be cured within thirty (30) days;

(ii) ceases to actively conduct its business or is unable to pay its debts as they fall due;

(iii) files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy;

(iv) makes a general assignment for the benefit of its creditors;

(v) applies for the appointment of a receiver, administrator, or trustee for all or substantially all of its property or assets, or is permitted the appointment of any such receiver, administrator, or trustee; or

(vi) has its receivables subject to garnishment.

(c) By Datasite Only. If Customer fails to: (i) execute and deliver to Datasite a signed SOW within ten (10) days after the project is created; (ii) provide all accurate "bill-to" information reasonably necessary to issue an invoice; or (iii) pay any invoice in full, within ten (10) days of notice of default, Datasite may, in its sole discretion, terminate this Agreement and all SOWs issued hereunder, in whole or in part, and/or suspend or entirely cease provision of the Services. Under such default, Datasite shall have no obligation to preserve or return any Content. Datasite may immediately restrict or suspend access to the Services if Datasite becomes aware of, or reasonably suspects, any breach of this Agreement by Customer or its Users. Datasite may remove any Content posted or transmitted through the Website(s) which it deems in its sole discretion to have violated this Agreement or any applicable law, regulation, or other legal requirement. Datasite will act in good faith and use reasonable endeavors to notify Customer via phone or email prior to suspending or restricting any Service. Customer shall remain responsible for full payment of the Fees and any amounts owed or owing under this Agreement and any SOW(s) even if access to the Services is suspended or terminated for any breach of this Agreement.

(d) Effect of Termination. The following will occur upon termination or expiration of the applicable SOW(s) or this Agreement for any reason:

(i) Datasite will terminate Customer's and all Users' access to the Website(s).

(ii) Datasite will take reasonable efforts to promptly delete all of Customer's Content maintained by Datasite and Datasite's obligation to provide the Services under the applicable SOW will cease.

9. General.

(a) Affiliate. Datasite shall be entitled to perform any of its obligations and exercise any of its rights under the Agreement through any Affiliate, provided that any act or omission of such Affiliate shall, for all purposes of this Agreement, be deemed to be the act or omission of Datasite.

(b) No Waiver. No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

(c) Survival. The following Sections will survive expiration or termination of this Agreement: 1,2,3,5,6,8(d),9.

(d) Restricted Parties and Export Laws. Customer represents that it is not and will not make the Website available to any entity incorporated in or resident of a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC, or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this section will be a material breach of this Agreement and Datasite may immediately terminate this Agreement. Customer will not

permit any User to access or use any Service or Website in a U.S. or UN-embargoed country or region, or in violation of any U.S., UN, or international export law, sanction, or regulation. Customer is solely responsible for obtaining any and all necessary export license(s) or other approval(s) to transfer Content in connection with its use of the Service.

(e) No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

(f) Assignment. Upon providing written notice, either Party may assign its rights, interests, and/or obligations under this Agreement or any SOW to any parent, subsidiary, Affiliate, or to a successor of all its assets or stock. Notwithstanding the forgoing, Customer may not assign its rights, interests, and/or obligations under this Agreement or any SOW to any Datasite Competitor without Datasite's prior written consent. For purposes of this section, "Competitor" shall mean any entity which, either itself or has an Affiliate which, sells, licenses, or provides, any software, application service or system comprised of one or more electric or digital document repositories for facilitating transaction due diligence, mergers, acquisitions, divesture, financing, investment, investor or government relations, research and development, clinical trials or other business processes in competition with any of the Services or other services Datasite provides. This Agreement is binding upon and inure to the benefit of the Parties and their respective successors and assigns.

(g) 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, which shall include acknowledgement of receipt of email.

(h) Force Majeure. Neither Party is responsible for any failure or delay in the performance of any obligation under this Agreement to the extent the delay results from events beyond the reasonable control of such Party and is not occasioned by such Party's fault ("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.

(i) 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 websites or other marketing materials.

(j) Counterparts. Any SOW may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(k) Anti-Corruption and Bribery. Neither Party has received nor been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

(l) Anti-slavery and Trafficking. Neither Party uses nor procures services in breach of anti-slavery and trafficking laws.

(m) Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota without regard to conflicts of laws provisions thereof, and without regard the Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods (CISG). The jurisdiction and venue for actions related to the subject matter hereof will be the state and United States federal district court located in Minneapolis, Minnesota and both parties hereby submit to the personal jurisdiction of such courts.

(n) Severability. If a court of law holds any provision of this Agreement to be illegal, invalid, or unenforceable that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

(o) Entire Agreement. This Agreement, together with any applicable SOWs and Data Processing Addendum (if executed), constitutes the entire agreement between the Parties and supersedes all previous agreements, proposals, and negotiations, whether written or oral, regarding the subject matter herein. In entering into this Agreement neither Party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. No terms contained in any Customer issued purchase order or similar form or invoice shall be valid or enforceable against Datasite. No trade usage, regular industry practice, or method or course of dealing between the Parties shall be used to modify, interpret, supplement, or alter the terms of this Agreement in any way. Any changes to the Legal Terms must be agreed in writing by both Parties, provided that Datasite may modify the Legal Terms from time to time by issuing new versions on the Website and the latest new version shall become effective on the creation of all subsequent projects, or on entering into a new SOW.