

MASTER SOFTWARE LICENSE AGREEMENT

This **MASTER SOFTWARE LICENSE AGREEMENT**, effective as of _____, 20__ (the "**Effective Date**"), is made by and between Hyper Labs, Inc., d/b/a Hyperscience, a Delaware corporation ("**Hyperscience**") and [____], a [state/country] [corporation/limited liability company] ("**Licensee**").

As used herein: (a) the term "**Order Form**" means a document agreed to and executed by each of Hyperscience and Licensee that references this Master Software License Agreement and identifies the software application(s) that are licensed to Licensee hereunder, in substantially the form set forth in Exhibit A attached hereto; and (b) the term "**Statement of Work**" means a document agreed to and executed by each of Hyperscience and Licensee that references this Master Software License Agreement and identifies any Services (defined in Section 2(b) below) to be provided by Hyperscience to Licensee, in substantially the form set forth in Exhibit B attached hereto. All Order Forms and Statements of Work shall be deemed part of and subject to this Master Software License Agreement. In the event of inconsistencies or conflicts between this Master Software License Agreement and any Order Form or Statement of Work, the terms of this Master Software License Agreement will control, unless the Order Form or Statement of Work expressly states that it supersedes a specifically-identified provision in this Master Software License Agreement. The term "**Agreement**" means this Master Software License Agreement, together with all Order Forms and Statements of Work issued hereunder.

In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1) **License.**

(a) **Grant.**

(i) Hyperscience hereby grants Licensee a non-transferable, non-sublicensable, non-exclusive license during the term of the applicable Order Form (the "**License**") (a) to install and use the software application(s) set forth on the applicable Order Form (the "**Software**") in the Territory set forth on such Order Form in executable form as made available by Hyperscience for Licensee's internal use on computers it owns or controls, up to the use limits indicated on such Order Form (and thereafter subject to any overage fees indicated on such Order Form); and (b) to make and use a reasonable number of copies of any written or online descriptions of the functionality, technical requirements, or use of the Software provided by Hyperscience (collectively, "**Documentation**"). The License includes the right to use any modifications, improvements, bug fixes, or other new versions of the Software made available to all licensees of such Software (each, an "**Update**") at no additional cost as and when each Update is made generally available. This license should be strictly construed. It is understood that any use exceeding the license granted above will be deemed a material breach of this Agreement. Any rights not expressly granted in this Agreement are expressly reserved by Hyperscience.

(ii) Hyperscience may make additional features or modules for the Software (i.e., industry-specific templates) available for an additional fee during the Term (each such offering, a "**Module**"). Modules are not required for the proper functioning of the Software, and will be made available to Licensee when made available to other Hyperscience customers.

(b) **Restrictions.** Except as explicitly permitted in this Agreement, Licensee will not, directly or indirectly, attempt to or allow any third party to:

- (i) modify or create derivative works of the Software;
- (ii) decompile, reverse engineer, or otherwise translate any portion of the Software into human-readable form (except to the extent that this subsection is limited by applicable law, in which case Licensee must inform Hyperscience in writing before exercising this right);
- (iii) rent, lease, share, distribute, or sell the Software to any third party, including on a time sharing, service bureau, or other similar basis;
- (iv) remove, alter or deface proprietary notices, labels or marks in the Software or Documentation;
- (v) disclose the results of testing or benchmarking of any Software;
- (vi) circumvent or disable the Software's copyright protection mechanisms or license management mechanisms;
- (vii) use the Software in violation of any applicable law or to violate the rights of any third party; or
- (viii) use the Software to create a product that competes with the Software.

(c) **Data.** The term "**Licensee Data**" means (i) any data provided or transmitted by Licensee into the Software, and (ii) the Licensee-specific output resulting from Licensee's use of the Software. Licensee Data will be stored and analyzed locally on Licensee's information systems, and no such data will be transmitted to Hyperscience. Licensee shall own all Licensee Data. Notwithstanding anything to the contrary herein, Licensee acknowledges and agrees that Hyperscience shall have the right, during and after the Term, to collect, analyze, use, and disclose Usage Data for the purposes of calculating Fees (as hereinafter defined) contributing to analytical models used by Hyperscience, improving the Software, performing services related to the Software, and for other development, diagnostic, and corrective purposes in connection with the Software and any other Hyperscience offerings. The term "**Usage Data**" means data related to the performance of the Software and generated by Licensee's use of the Software, including but not limited to average processing and response times, total pages processed, total forms processed, percentage of fields correctly transcribed, average time per transcription, activity logs, and other performance related data and usage statistics. For clarity, Usage Data will not include any personally identifiable information or Licensee Data. Licensee agrees to provide to Hyperscience, on a monthly basis during the Term, Usage Data in the format and medium enabled by the Software or as otherwise reasonably requested by Hyperscience.

(d) **Support.** As part of the License, Hyperscience will (i) use commercially reasonable efforts to promptly resolve issues with the Software reported via email in accordance with the Service Level Agreement available at: hyperscience.com/sla, (ii) provide Licensee with all Updates at no additional cost, and (iii) provide Licensee with access to standard Documentation, which may be online. Hyperscience will support and accept support requests for only the latest major release version of the Software and the two immediately preceding major release versions. Licensee will install the latest major release version of the Software as soon as reasonably practicable after it is made available by Hyperscience.

(e) **Ownership.**

(i) **Software.** Hyperscience and its suppliers retain ownership of all right, title and interest in and to the Software (including all intellectual property rights therein) and any modifications and derivative works thereof.

(ii) **Usage Data.** Hyperscience retains ownership of all right, title and interest in and to Usage Data and any modifications and derivative works thereof.

(iii) **Licensee Data.** Licensee retains ownership of all right, title and interest in and to the Licensee Data.

2) **SERVICES.**

(a) **Services.** Licensee may request, and Hyperscience may agree to provide certain services in connection with Licensee's use of the Software ("**Services**"), including additional support services and services related to the implementation or integration of the Software with Licensee's systems. The terms, requirements, and pricing for any Services will be agreed to and set forth in one or more Statements of Work.

(b) **Hyperscience Obligations.** Hyperscience will use commercially Reasonable Efforts: (i) to perform the Services and deliver the Deliverables (as defined in any applicable SOW) to Licensee; (ii) meet agreed performance dates or milestones specified in a Statement of Work, but any such dates shall be estimates only.

(c) **Licensee Obligations.** Licensee will: (i) co-operate with Hyperscience in all matters relating to the Services; (ii) provide Hyperscience, its agents, subcontractors, consultants and employees, with access to Licensee's premises, data and other facilities as reasonably required by Hyperscience to perform the Services and its other obligations pursuant to this Agreement; and (iii) provide to Hyperscience in a timely manner all documents, information, items and materials in any form required under a Statement of Work or otherwise reasonably required by Hyperscience in connection with the Services.

3) **FEES.**

(a) **Fees.** Licensee will pay the amounts set forth on the applicable Order Form for the License and set forth on the Statements of Work for any Services performed by Hyperscience (collectively, the "**Fees**"). Licensee acknowledges and agrees that any use of the Software to process pages in excess of any use limits specified in an Order Form will be subject to the additional Fees indicated on such Order Form (if any). Unless otherwise set forth on an Order Form, all Fees for the License for the Order Form Initial Term (defined below) will be invoiced in full upon execution of the applicable Order Form. Hyperscience may modify the Fees for the License for any Order Form Renewal Term (defined below) by providing at least sixty (60) days written notice thereof prior to the expiration of the Order Form Initial Term or the then-current Order Form Renewal Term. Fees for any Order Form Renewal Term will be invoiced within thirty (30) days after the start of such Renewal Term. Notwithstanding the foregoing, if Licensee's internal policy requires it to issue a purchase order to Hyperscience (in addition to executing the applicable Order Form) prior to Licensee paying any Fees for the Order Form Initial Term or any Order Form Renewal Term, then Licensee must issue such purchase order to Hyperscience within fifteen (15) days after the

start of the Order Form Initial Term and each Order Form Renewal Term (as applicable). If applicable and whether or not Licensee issues such purchase order, Hyperscience will invoice Licensee for the applicable Fees due promptly following such fifteen (15) day period. Licensee must pay all undisputed Fees identified in an invoice within thirty (30) days of receipt of the applicable invoice.

(b) **Billing Policies and Procedures.** Payment(s) shall be made in accordance with the policies and procedures set forth on the applicable Order Form, or in accordance with such other invoicing methods as Licensee and Hyperscience shall agree in writing.

(c) **Late Payments; Disputed Fees.** Hyperscience may assess a late payment charge of one and one-half percent (1.5%) per month or the maximum rate allowed under applicable law, if less, on any Fees that are not received when due. Licensee may dispute Fees by providing written notice prior to the date such Fees are due with reasonable specificity of the grounds for such dispute. The parties will work in good faith to promptly resolve such disputes. Licensee will pay the undisputed amounts on any invoice when due, regardless of a dispute regarding other amounts on such invoice.

(d) **Taxes.** The Fees do not include any taxes, duties or similar assessments that may be imposed on the Services or License ("Taxes"). Licensee will be responsible for paying all Taxes associated with Licensee's receipt of the License and Services (except for Taxes based on Hyperscience's income).

4) **TERM AND TERMINATION.**

(a) **Term of this Agreement.** This Agreement will commence on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, will remain in effect for one (1) year following the expiration of the last applicable Order Form or Statement of Work unless earlier terminated in accordance with this Section 4 (the "**Term**").

(b) **Term of Order Forms.** The initial term of each Order Form will commence on the date set forth in such Order Form and, unless earlier terminated in accordance with Section 4(c), will remain in effect for the "Initial Term" specified therein (the "**Order Form Initial Term**"). If a "Renewal Term" is specified in an Order Form, upon the expiration of the applicable Order Form Initial Term, such Order Form will automatically renew for successive periods equal to the length of the "Renewal Term" specified in such Order Form (each, an "**Order Form Renewal Term**") unless either party notifies the other in writing of an intent not to renew at least thirty (30) days prior to the expiration of the Order Form Initial Term or the then-current Order Form Renewal Term.

(c) **Termination for Material Breach.** If either party materially breaches this Agreement (including any Order Form or Statement of Work), the other party may terminate this Agreement (or, at its option, only the applicable Order Form or Statement of Work that has been materially breached) upon thirty (30) days' written notice, unless the breach is cured within such time.

(d) **Other Termination Events.** Hyperscience will be entitled to terminate this Agreement (or, at its option, any or all of the Order Forms or Statement of Works) immediately by giving written notice to the Licensee, if the Licensee:

- (i) fails to pay any amount when due, and such amount remains unpaid 10 business days after being notified that the amount is overdue by Hyperscience;
- (ii) shall become (or is reasonably likely to become) bankrupt, or shall file a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of its assets, or if an involuntary petition for any of the foregoing shall be filed with respect to Licensee and not dismissed within sixty (60) days, or if the business of Licensee shall be placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of Licensee or otherwise;
- (iii) commits any breach or attempted breach of Section 1(b).

(e) **Effects of Termination.** Upon the expiration or termination of this Agreement for any reason, (i) all rights and licenses to the Software granted to Licensee under this Agreement will terminate; (ii) Licensee will immediately discontinue all use of the Software, remove all copies of the Software from its systems and confirm such removal in writing to Hyperscience, and remove or destroy any copies of the Documentation in its possession; and (iii) Sections 1(b), 1(c), 1(d), 3, 4(d), 5, 6(c), 7, 8, and 9 will survive in accordance with their terms. For clarity, Licensee may export Licensee Data from the Software prior to deleting the Software if necessary, to preserve such Licensee Data. Notwithstanding anything to the contrary herein, Licensee acknowledges and agrees that it has no right or license to use the Software unless an applicable Order Form is in effect, and that Licensee must immediately discontinue all use of the Software if the applicable Order Form has expired or been terminated unless and until the parties agree in writing to extend a particular Order Form or enter into a new Order Form for the Software.

5) **CONFIDENTIALITY.**

(a) **Confidential Information.** The terms of this Agreement and all non-public information (“**Confidential Information**”) of either party (“**Disclosing Party**”) provided to the other party (“**Receiving Party**”) hereunder will be maintained in confidence and not be disclosed by the Receiving Party except to the Receiving Party’s employees, contractors, and professional advisors who have a need to know such information in connection with this Agreement, provided such recipient is under a written obligation respecting confidentiality that is no less restrictive than this Section 5. In maintaining the confidentiality of Confidential Information of the Disclosing Party, the Receiving Party will exercise the same degree of care that it exercises with its own confidential information of a similar nature, and in no event less than a reasonable degree of care. The Software, Documentation, and Usage Data are Confidential Information of Hyperscience. Licensee Data is Confidential Information of Licensee.

(b) **Exceptions.** Section 5(a) will not apply to the extent that the Receiving Party is required to disclose information by applicable law; provided, however, that, to the extent permitted by law, the Receiving Party will not make any such disclosure without first notifying the Disclosing Party and allowing the Disclosing Party a reasonable opportunity to seek injunctive relief from (or a protective order or confidential treatment with respect to) the obligation to make such disclosure. Confidential Information will not include information that the Receiving Party can demonstrate through competent evidence (i) was generally known to the public other than as a result of the Receiving Party’s breach of its obligations hereunder; (ii) was rightfully known to the Receiving Party prior to the date of disclosure; or (iii) was

independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

(c) **Injunctive Relief.** The Receiving Party agrees that (i) the remedies available at law for any breach of this Section 5 may be inadequate and that the damages resulting from any such breach may not be addressed by monetary compensation, and (ii), therefore, upon any breach by it of this Section 5, the Disclosing Party will be entitled to seek immediate injunctive relief, including an order restraining any threatened or future breach from any court of competent jurisdiction without the requirement to post bond. Such relief will be in addition to any remedies at law or in equity available to the Disclosing Party for such breach.

(d) **Return of Information.** Upon expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party all Disclosing Party Confidential Information obtained in connection with this Agreement, including all copies thereof, or, at the Disclosing Party's option, destroy or purge its systems and files of all such Confidential Information.

6) **WARRANTIES AND DISCLAIMERS.**

(a) **Performance.** Services will be performed in a professional and workmanlike manner consistent with industry standards.

(b) **Software As-Is.** Hyperscience provides the Software and any "AS IS" and without representation or warranty of any kind.

(c) **Disclaimer.** ASIDE FROM THE LIMITED WARRANTY PROVIDED IN SECTION 6(a), HYPERSCIENCE EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT) OR ARISING FROM A COURSE OF DEALING. IN ADDITION, HYPERSCIENCE DOES NOT WARRANT THAT THE SOFTWARE OR ANY SERVICES RENDERED HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED. LICENSEE UNDERSTANDS AND AGREES THAT LICENSEE IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF THE LICENSEE DATA, THE SOFTWARE AND THE RELATED DOCUMENTATION. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

7) **INDEMNIFICATION.**

(a) **By Hyperscience.** Hyperscience will indemnify and hold harmless Licensee and its officers, directors and employees against any third party claim (including reasonable attorneys' fees and court costs) to the extent alleging that the Software, as used in accordance with its Documentation, infringes the intellectual property rights of a third party, except to the extent the alleged infringement arises out of or relates to (i) any modification of the Software made by Licensee; (ii) any combination of the Software with other materials or technology by the Licensee; (iii) any Licensee Data; (iv) any breach of this Agreement by the Licensee, or negligence, abuse, misapplication or use of the Software outside of the purpose, scope or manner authorized by this Agreement, by Licensee, its representatives or a third party, (v) as a result of not using the latest release of the Software or failure to timely implement any modification or Update provided to Licensee by Hyperscience or (vi) a claim which is indemnifiable by Licensee under Section 7(b). If the Software or any element thereof

is or in Hyperscience's view is likely to be found to infringe any third party intellectual property rights, Hyperscience, in its sole discretion and at its cost and expense, will either (x) procure the right for Licensee to continue to use the Software; or (y) modify the Software to be non-infringing without materially diminishing its functionality. If neither (x) nor (y) is commercially reasonable or practicable, Hyperscience may terminate this Agreement and, as Licensee's sole and exclusive remedy therefor, refund Licensee the portion of any prepaid and unused License Fees attributable to the terminated portion of the Agreement.

(b) **By Licensee.** Licensee will indemnify and hold harmless Hyperscience and its officers, directors and employees against any third party claim (including reasonable attorneys' fees and court costs) to the extent alleging that the Licensee Data infringes or otherwise violates the rights of any third party, including intellectual property and privacy rights, except to the extent such claims is indemnifiable by Hyperscience under Section 7(a).

(c) **Indemnification Procedure.** Each Party shall promptly notify the other Party in writing of any claim or action for which such Party believes it is entitled to be indemnified pursuant to this Section 7. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 7(c) will not relieve the Indemnitor of its obligations under this Section 7, except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure.

8) **LIMITATION OF LIABILITY.**

(a) **Disclaimer; Cap.** SUBJECT TO SECTION 8(b), (I) NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY WITH RESPECT TO ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR OTHER INDIRECT DAMAGES, ARISING OUT OF THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) IN NO EVENT WILL A PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH OR UNDER THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY) EXCEED THE FEES PAID OR PAYABLE BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

(b) **Exclusions.** The limitations set forth in Section 8(a) will not apply to (a) either party's indemnification obligations; (b) claims related to an unauthorized disclosure of Confidential Information; (c) claims related to one party's misappropriation, infringement or violation of the other party's intellectual property rights; (d) Licensee's failure to make payments due hereunder; (e) a party's willful misconduct or fraud, or (f) the extent precluded by applicable law.

9) **GENERAL.**

(a) **Governing Law; Venue.** This Agreement, including its formation, will be governed by and interpreted in accordance with the laws of the State of New York without giving effect to any conflicts of laws principles that would require a different result. Each party irrevocably consents to the jurisdiction of the state and federal courts located in New York County, New York for any action or proceeding arising out of or relating to this Agreement, and expressly waives any objection it may have to such jurisdiction or venue.

(b) **Relationship of the Parties.** The parties are independent contractors and this Agreement does not constitute a partnership, joint venture or agency between the parties.

Licensee acknowledges that its use of the Software and Services is non-exclusive and Hyperscience may provide software and services that are the same as or similar to the Software and Services to third parties, including competitors of Licensee.

(c) **Audit Rights.** Hyperscience is permitted to audit the usage of the Software in accordance with its standard procedures by system measurement. If Hyperscience has reasonable grounds to suspect a breach or infringement by Licensee, Hyperscience will be entitled to conduct an audit of the usage of the Software at Licensee's or its subcontractor's premises (where the Software is hosted). Licensee must cooperate reasonably with Hyperscience in the conduct of audits and must, among other things, provide Hyperscience with (or obtain for Hyperscience) any access into the Licensee's (or its subcontractors) premises and systems to the required extent. Hyperscience will give Licensee reasonable prior notice of an audit to be conducted at Licensee's (or its subcontractors) premises. Hyperscience will have reasonable regard to the interests of Licensee's confidentiality and to the protection of the Licensee's business operations. The costs of Hyperscience's audit shall be paid by Licensee if the audit results indicate usage in breach of this Agreement.

(d) **Export Laws.** The Software, including Documentation and technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software, Documentation and/or technical data.

(e) **Waiver.** No waiver by either party of any right or remedy hereunder will be valid unless in writing and signed by the party giving such waiver. No waiver will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder.

(f) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, will remain in full force and effect.

(g) **Attribution.** Licensee agrees that Hyperscience may indicate that Licensee is a client of Hyperscience on its website and in its marketing materials, provided that any such use will comply with Licensee's style guidelines or requirements as communicated from time to time to Hyperscience by Licensee. Other uses related to marketing (i.e., case studies, events) will be subject to agreement in writing by the parties.

(h) **Assignment.** Licensee may not assign or transfer this Agreement, whether by operation of law, by merger, sale of all or substantially all of its assets or otherwise, without the prior written consent of Hyperscience. Any such purported assignment or transfer in violation of the preceding sentence will be null and void. This Agreement will inure to the benefit of the parties and their successors and permitted assigns.

(i) **Force Majeure.** Except for payment obligations, neither party will be liable to the other party for a failure to perform its obligations under this Agreement as a result of actions beyond its reasonable control that cannot be mitigated through the exercise of due care.

(j) **Notices.** All notices or other communications required or permitted to be given under this Agreement will be in writing and sent via commercial overnight courier to each

party at its respective address specified below or such other address as the party provides to the other in writing following the Effective Date. Operational communications, including changing a party's notice address, may be delivered by email.

If to Hyperscience:

Hyper Labs, Inc.
One World Trade Center
285 Fulton St. Suite 45A
New York, NY 10007
Attn: Legal Department
legal@hyperscience.com

If to Licensee:

[NAME]
[ADDRESS]
[ADDRESS]
[EMAIL]

(k) **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, arrangements, statements, representations, warranties and understandings (whether oral or written) of any nature whatsoever between the parties relating to that subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to either party in respect of any such statement, representation, warranty or undertaking will be for breach of contract under the terms of this Agreement. Nothing in this Clause shall limit or exclude any liability for fraud.

(l) **Amendment.** No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties.

(m) **Execution.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one single agreement between the parties. This Agreement may also be executed and delivered by facsimile, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Agreement as of the Effective Date.

[Licensee]

Hyper Labs, Inc., d/b/a Hyperscience

By: _____

By: _____

Name: _____

Name: Charlie Newark-French

Title: _____

Title: COO

Date: _____

Date: _____

EXHIBIT A

ORDER FORM

This **ORDER FORM No. [•]** (the "Order Form") is entered into by and between Hyper Labs, Inc., d/b/a Hyperscience ("Hyperscience"), and the Licensee identified below ("Licensee") and is subject to the Master Software License Agreement entered into between Hyperscience and Licensee, dated [_____, 20__] (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

Licensee Information	
Licensee Name:	
Business Contact:	
Business Contact E-Mail:	
Billing Contact:	
Billing Contact E-Mail:	
Ship-to Address:	<i>*Please provide each address where the Software will be installed</i>
Purchase Order:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Method of Invoice:	<input type="checkbox"/> Email for invoice (if different from above): _____ <input type="checkbox"/> Ariba: ANID - AN01464176743 <input type="checkbox"/> Other (please describe): _____
Tax Exemption Certificate:	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*Please provide proof of tax exempt status</i>

Order Information	
Order Form Effective Date:	[•]
Initial Term:	[•]
Renewal Term(s):	[•]
Software Product:	Hyperscience - locally installed, machine learning software designed to automate the extraction of data
Territory:	[•]
Use Limits:	[•] *Additional pages processed by the Software in excess of the Use Limits specified above will be invoiced to Licensee in arrears on a quarterly basis at the rate of 150% of the per page price set forth above, subject to the following exceptions: (1) If Licensee exceeds or expects to exceed the above Use Limits prior to the end of any Order Form Initial Term or Order Form Renewal Term, Licensee may elect to enter into a new Order Form. As used herein, the term "page" means each individual image that is submitted to the Software for processing. By way of example, a single JPEG image and a PDF of 12 pages submitted to the Software would count as 13 pages towards the use limits.
Annual License Fee:	\$(•)

Total License Fees for the Initial Term:	\$[•] The Annual License Fee will be invoiced to Licensee promptly following the Order Form Effective Date and each anniversary of the Order Form Effective Date (as applicable)
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IN WITNESS WHEREOF, each of the undersigned parties has caused its duly authorized representative to execute this Order Form as of the Order Form Effective Date.

[Licensee]

[Address]

By: _____

Name: _____

Title: _____

Date: _____

Hyper Labs, Inc., d/b/a Hyperscience

One World Trade Center
285 Fulton St. Suite 45A
New York, NY 1000

By: _____

Name: Charlie Newark-French

Title: COO

Date: _____

EXHIBIT B

STATEMENT OF WORK

THIS STATEMENT OF WORK (“**SOW**”), under which Hyperscience will provide resources and expertise to Licensee relating to an implementation using the Hyperscience platform, issued pursuant to the Master Software License Agreement between [NAME] (“**Licensee**”) and Hyper Labs, Inc. d/b/a Hyperscience (“**Hyperscience**”), effective as of [DATE] (the “**Agreement**”). This SOW is subject to the terms and conditions contained in the Agreement and is made a part thereof. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Agreement.

I. TERM

This SOW commences on [DATE] (“**SOW Effective Date**”) and terminates on the completion of all services and Deliverables (as hereinafter defined) under this SOW.

II. OBJECTIVES & SCOPE

Key objectives for Hyperscience’s engagement based on the Implementation Package selected by Licensee and information gathered during the sales cycle are:

- Configuration and calibration of the following “**Use Case(s)**” per business segment:
 - [USE CASE 1 - structured or semi-structured]
 - [USE CASE 2 - structured or semi-structured]
 - [USE CASE 3 - structured or semi-structured]

III. APPROACH

During this implementation, Hyperscience will assist in the installation, training and calibration of the Hyperscience system to help Licensee assess the broader applicability of and business proposition for applying this advanced intelligent document processing software to its current operations. It is expected this will help Licensee:

- Create a project plan around the effort and duration to implement such a solution
- Assess the benefits considering actual Licensee use cases
- Better appreciate how to fully gain the benefits of the Hyperscience solution
- Train Licensee resources for sustainable, scalable, and self-sufficient practices
- Gain key information and experience when planning future rollouts

Hyperscience will assist the Licensee with a number of distinct workstreams with the focus and priority being on quickly establishing the Technical Architecture and building Hyperscience capability. Content and durations are subject to change to accommodate Licensee's unique requirements and after project planning collaboration occurs between teams.

IV. DELIVERABLES

In accordance with the services described above and Hyperscience best practices, Hyperscience and Licensee will provide the following deliverables ("**Deliverables**") by the conclusion of this SOW:

- Licensee will:
 - build post-processing business logic automation to ingest our JSON output, convert the data format and validate form rules and external data (as needed) to facilitate the IGO/NIGO (In Good Order/Not In Good Order) state determination and other required actions;
 - provide technical architecture design(s) that supports the Software;
 - install Hyperscience on Licensee environments (i.e. DEV, UAT and Production);
 - build input and output integration between the Software and other applications utilizing the Software's standard connectors; and
 - provide blank copies of all in-scope forms to be processed by Hyperscience. These forms will be the basis for creating layouts and help train the machine learning model to establish base confidence levels as well as identify missing templates
- Hyperscience will:
 - assist Licensee in designing the appropriate infrastructure and support the installation of the software in Licensee's environments for each relevant Use Case (ex. Development, UAT, and Production);
 - assist Licensee in configuration of the in-scope Use Case(s) including layout creation, configuring system settings and transcription accuracy training;
 - assist Licensee in training individuals who will manage the Hyperscience software and those that will be doing the data keying work. Specific training delivered is as follows:
 - UI Training
 - Layout Creation Training
 - Administrator Training
 - Data Keyer Training
 - provide guidance on machine calibration and fine tuning in the Software as appropriate depending on the use case; and
 - facilitate an operational assessment and infrastructure recommendations for the Licensee environments (i.e. DEV, UAT and Production).

V. PROJECT TEAM

To meet the objectives and scope of this engagement, Hyperscience will appoint personnel in accordance with the roles found in Appendix A hereto. In some cases, the same Licensee individual may facilitate multiple roles depending on how the Licensee is organized.

VI. KEY ASSUMPTIONS & DEPENDENCIES

- A project lead (“**Representative**”) will be assigned by Licensee on a full-time basis for the duration. The Licensee’s Representative will be the primary point of contact for the Hyperscience team on all matters including any escalations that may be required to ensure the project can Licensee as required.
- Licensee will provide access to all in-scope business applications and test environments (if available) required to deliver all in-scope work.
- Licensee will provide the Hyperscience team access to Licensee’s subject matter experts (“**SME**”) as reasonably required to enable Hyperscience to render the Services. Hyperscience expects that a key SME will be identified for each use case by the end of Phase 1 of the training and model calibration workstream and the nominated SME shall be accessible to the project team, as required for the duration of the project.
- Licensee will utilize the Hyperscience standard LDAP and/or OIDC authentication methods of access to the platform.
- Extraction Configuration - Licensee has chosen to use the Hyperscience software with supervision and QA. This means there will be Supervision of the data before it is ingested into the downstream systems(s). To maintain the highest levels of output accuracy, Hyperscience recommends using the machine confidence to choose which fields to send for manual transcription as well as maintaining a QA and Trainer post-process to allow the software to monitor, report on, improve and maintain accuracy thresholds.
- Rollout strategy (if not discussed, please indicate)
 - [DETAIL 1]
 - [DETAIL 2]
- Licensee internal processing SLA consideration (if not discussed, please indicate)
 - [SLA CONSIDERATION 1]
 - [SLA CONSIDERATION 2]
- Connectors
 - [CONNECTOR 1, UPSTREAM/DOWNSTREAM SYSTEM]
 - [CONNECTOR 2, UPSTREAM/DOWNSTREAM SYSTEM]
 - [CONNECTOR 3, UPSTREAM/DOWNSTREAM SYSTEM]
- Other Assumptions and/or Dependencies
 - [KEY ASSUMPTION OR DEPENDENCY]
 - [KEY ASSUMPTION OR DEPENDENCY]
 - [KEY ASSUMPTION OR DEPENDENCY]

VII. IMPLEMENTATION FEES

Selection	Implementation Package	Item Price	Quantity	Factor	Licensee Price
<input type="checkbox"/>	Essentials	\$30,000			
<input type="checkbox"/>	Business	\$60,000			
<input type="checkbox"/>	Premium	\$120,000			
<input type="checkbox"/>	Enterprise (to be quoted)				

SUBTOTALS:

Selection:	Ad-hoc Services	Item Price	Quantity	Factor	Licensee Price
<input type="checkbox"/>	New Connector	\$3,000			
<input type="checkbox"/>	Single, up to 1-day Training Session	\$1,500			
<input type="checkbox"/>	Other				

SUBTOTALS:

GRAND TOTAL:

Implementation Fees are exclusive of applicable taxes and reasonable travel and accommodation expenses. Taxes and Expenses will be invoiced on a monthly basis as incurred. Hyperscience will invoice Licensee in accordance with the terms of the Agreement and the billing details set forth on the applicable Order Form.

In the event of significant variations to the scope (additional processes, significant process changes, rework and avoidable delays etc.), Hyperscience has the right to negotiate a variation to its scope and payment as documented in this SOW. As an example, should the project schedule become materially protracted beyond the Implementation Package selected in Section VII above combined with project planning during the initial project phase to create a baseline, the cause of which is outside the controls of Hyperscience, a change order will be process to extend the services of the Hyperscience resources along with the appropriate cost.

VIII. REPRESENTATIVES

Primary contacts for this SOW:

Licensee

Name:

Address for notices:

Email address:

Hyperscience

Name: Courtney Halpern

Address for notices: One World Trade Center, Suite 45A, New York, NY 10007

Email address: courtney@hyperscience.com



Note: any variations to the terms agreed in this SOW will be discussed by the above-named Representatives and documented as written addenda to this SOW which shall be signed by both parties.

IN WITNESS WHEREOF the parties have executed this SOW as of the SOW Effective Date.

CUSTOMER:

HYPER LABS, INC. d/b/a HYPERSCIENCE:

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

APPENDIX A: PROJECT ROLES AND RESPONSIBILITIES

Hyperscience Team:

Role/Skill-set	Summary of Responsibilities
Project Sponsor	Collaborates with team on success strategies as appropriate Facilitates cadence of project communication with customer Executive Champion and Project Owner to clear roadblocks, manage risk and provide key executive contact for customer
Implementation Manager	Domain and product expert Provides guidance on incorporation of key Hyperscience WBS elements into customer’s overall project plan Facilitates all training First point-of-contact for project
Backup Implementation Manager	Shadows primary Implementation Manager to ensure continuity in the unlikely event of absence Can provide additional team capacity for specific tasks as needed
Technical Deployment Engineer [as needed]	Available for best practices guidance on technical deployment Provides second level troubleshooting assistance

Licensee:

Role/Skill-Set	Summary of Responsibilities
Executive Champion	Helps the project team successfully complete the project by providing resources and support for the project, program or portfolio. Assists in removing major obstacles and gaining cross-departmental and budgetary approval as appropriate. Works closely and meets routinely with the Hyperscience Project Executive to facilitate the above collaboratively and to escalate any issues as appropriate.
Project/Product Owner Business Processes Automation	Oversees choice of documents for use in Hyperscience Defines target SLAs and other related metrics Determines which Hyperscience features to use
Integrations API Development Solution Architecture Message Queues	Defines and approves end to end integrations Understands Hyperscience API Oversees development work to build integrations
Infrastructure Linux DBA Solution Architecture	Provisions VMs to spec, provisions database / file store Installs software Provisions monitoring

Project Management Oversees implementation timelines and milestones
Scheduling Schedules training of technical and business resources
Task Management
Project Tracking

Business - Layouts Oversees layout creation
Downstream Systems SME Oversees field naming, field dictionary
Forms SME Oversees model training

Business - Testing/QA Oversees testing and validation of layouts and models
Downstream Systems SME
Forms SME

Operations Learns HS supervision, QA and operational interface
Data Keying Team Management Trains operations teams to use HS
Work Queue Management