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1. DEFINITIONS

1.1. “Annual License Fee” means the annual fee paid by Licensee on a “per-cage” basis for the right to access the Licensed Software associated with the Jackson Digital Cage System.

1.2. “Authorized Users” means Named Users and Read-Only Users.

1.3. “Cloud Network” means the centralized Third-Party Applications, including but not limited to Amazon Web Services (AWS), made available to Licensee for data storage, security, and related infrastructure as required for accessing, developing and utilizing the Licensed Software.

1.4. “Effective Date” means the date Licensee first accesses or uses the Licensed Software.

1.5. “Field” means Licensee’s internal use of the Licensed Software for the processing, interpretation, and use of Licensee Data.

1.6. “Firmware” means the software that is embedded in the electronics contained within the Jackson Digital Cage Electronics Subassembly and the Jackson Digital Cage Gateway System and that provides the low-level control for said electronics.

1.7. “Jackson Digital Biomarkers” means Jackson’s proprietary portfolio of algorithms that process the video data from the Jackson Digital Cage Electronics Subassembly.

1.8. “Jackson Digital Cage Electronics Subassembly” means Jackson’s proprietary digital cage subassembly consisting of a camera, lights, screens, and associated electronics that collect and process the video data, control cage lighting, and control information displayed on a cage.

1.9. “Jackson Digital Cage Gateway System” means Jackson’s proprietary system of network switches, gateway computer, and associated systems that serve as a gateway between the Jackson Digital Cage Electronics Subassembly and the Cloud Network.

1.10. “Jackson Digital Cage System” means Jackson’s proprietary technology solution used to monitor animals in enclosed housing settings comprised of the Jackson Digital Cage Electronics Subassembly, the Jackson Digital Cage Gateway System, the Firmware, the Jackson Software System, and the Jackson Digital Biomarkers.

1.11. “Licensed Software” means the Jackson Software System, the Firmware, and the Jackson Digital Biomarkers.

1.12. “Jackson Software System” means the software created by Jackson, as updated and improved by Jackson and currently available at envision.jax.org, that controls the Jackson Digital Cage Gateway System and the Jackson Digital Cage Electronics Subassembly, as well as data processing and movement of data to and from the Cloud Network and user interfaces to interact with the Licensee Data generated by the Jackson Digital Cage System.

1.13. “Licensee Personnel” means Licensee’s officers, employees, authorized agents and independent contractors.

1.14. “Licensee Data” means all data generated or collected through Licensee’s use of the Jackson Digital Cage System in the Field and maintained by Licensor in the Cloud Network.

1.15. “Licensee Usage Fees” means the fees incurred by and invoiced to Licensee for (a) the storage of Licensee Data and (b) all associated computational analysis performed or requested by Licensee using Licensee Data, altogether in the Cloud Network.

1.16. “Named User” means Licensee employees identified by Licensee and authorized by Licensor to fully access and use the Licensed Software in accordance with this Agreement.

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1.19. “Term” means the term of this Agreement, which shall commence on the Effective Date and shall continue for so long as You continue to access and use the Licensed Software.

1.20. “Territory” means worldwide.

1.21. “Third-Party Applications” shall mean third party tools, software and services, including but not limited to application program interfaces that interoperate with, or are accessed through, the Licensed Software, as well as storage space for Licensee Data within the Cloud Network.

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6.3 Entire Agreement; Severability. This Agreement constitutes the sole and entire agreement between the parties as to the subject matter set forth herein and supersedes all previous license agreements, understandings, or arrangements between the parties relating to such subject matter. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement, and the parties shall negotiate in good faith to modify the Agreement to preserve (to the extent possible) their original intent.

6.4 Force Majeure. Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

6.5 Assignment. This Agreement shall not be assigned or transferred by Licensee without the prior written consent of Jackson. Any assignment in violation of this provision shall be void.

6.6 Governing Law. This Agreement, and all disputes arising out of or related to this Agreement, or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, shall be construed, governed, interpreted and applied in accordance with the internal laws of the State of Delaware, U.S.A., without regard to conflict of laws principles. The parties agree that any disputes between them may be heard only in the state or federal courts in the State of Delaware, and the parties hereby consent to venue and jurisdiction in those courts.

6.7 Use of Name. Subject to Section 3.1, Each party agrees that it shall not use the name of the other party, or of any of its trustees, officers, faculty, students, employees, or agents, or any trademark owned by such party, or any terms of this Agreement, in any promotional material or other public announcement or disclosure without the prior written consent of the other party.

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