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Service and Subscription Agreement

This Service and Subscription Agreement (this **"Agreement"**) is effective as of June 30th, 2025 (the **"Effective Date"**) between:

Scite, LLC	and **("Customer")**	Billing Contact/Address (Enter "Same" or complete if different)
Scite, LLC, a Research Solutions Company Attn: Chief Financial Officer 10624 S. Eastern Ave., Ste. A-614 Henderson, NV 89052 Email: ▮▮▮▮▮ Phone: ▮▮▮▮▮ Facsimile: ▮▮▮▮▮	Charles University, Faculty of Medicine in Hradec Králové (Account 5957-1) Attn.: prof. MUDr. Jiří Manďák, Ph.D., Dean Šimkova 870 500 03 Hradec Králové Czech Republic Phone: ▮▮▮▮▮ Email: ▮▮▮▮▮ UKLFHK/374236/2025	Albertina icome Praha s.r.o. **(Do Not Invoice the Customer; Only the Reseller)** Attn.: ▮▮▮▮▮ Stěpánská 16 110 00 Praha 1 Czech Republic Phone: ▮▮▮▮▮

In consideration of the mutual covenants set forth in this Agreement, Scite, LLC ("**Scite**") and Customer hereby agree as follows:

A. General Purpose of This Agreement. Scite will make available to Customer its proprietary application program interface and software-as-a-service platform (the **"Platform"**) on an annual subscription fee basis, subject to the provisions of this Agreement.

B. Reserved.

C. Annual Fee – Platform Subscription. Customer will be charged an annual subscription fee of ($3,550) for access to the Platform and the features (whose full descriptions are posted on our website and updated from time to time) for a 50 users license for the Initial Term . Platform access is for a one-year period beginning on the Effective Date. Customer will be invoiced for the annual subscription fee on the execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. This Agreement shall not become binding until signed by duly authorized representatives of both parties.

Scite

Signature: ▮▮▮▮▮

Printed Name: Jeff Savery

Title: Director of Contract Administration

Date: 6/23/2025

Customer

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Purchase Order #
(Enter PO # or "None" if not required): _____

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General Terms and Conditions

1. Platform License

Scite hereby grants to Customer a non-exclusive, non-transferable, worldwide right for Customer to access the Scite software-as-a-service platform (the "Platform"), subject to the terms and conditions of this Agreement for the term specified. Scite shall make commercially reasonable efforts to ensure the availability of the Platform. Customer will receive updates to the Platform that are made generally available by Scite during the term specified. Customer acknowledges that the license granted under this Agreement does not provide Customer with title to or ownership of the Platform, but only a right to use under the terms and conditions of this Agreement. Scite cannot guarantee the performance, reliability, or continued availability of Platform features that are designed to interoperate with third-party applications or data.

2. Usage Restrictions

Customer shall notify Scite immediately of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Platform. Customer may not (a) sublicense, sell, resell, transfer, assign, or distribute the Platform, (b) modify, copy, or create derivative works based on any part, feature, or function of the Platform, (c) disassemble, reverse engineer, or decompile the Platform to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics, (3) copy any ideas, features, functions or graphics, or (4) determine whether the Platform is within the scope of any patent.

3. Usage Terms

The Platform allows users to perform analyses of the veracity of written works of scientific scholarship (each, an "Article"), by using Scite's proprietary classifier to view the aggregated results of scientific articles and other commentaries on such works (the "Classifier Results"). The content of Articles may be subject to third-party copyrights (and are made available to Customer subject in all respects to the terms and conditions of all applicable intellectual property licenses (each, a "License") granted to Scite by its third-party licensors (each, a "Licensor"). Customer agrees that it will not: (i) use any Classifier Results in violation of any License; (ii) create derivative works of any Classifier Results (including translations thereof); (iii) remove, obscure, or change an author's name or affiliation or any Licensor's copyright notices, policies, disclaimers, or other means of identification as the same are included in any Articles or Classifier Results; or (iv) make any use of the Classifier Results that is not for the purpose of analyzing whether a scientific claim made in an Article has been supported or contradicted.

4. Term and Termination

The initial term of the Agreement will be for (1) year from the Effective Date (the **"Initial Term"**). Upon the completion of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a **"Renewal Term"**), unless either party provides notice to the other of the non-renewing party's intent not to renew this Agreement at least sixty (60) days prior to the date of expiration of the Initial Term or of the then current Renewal Term. Either party may terminate this Agreement, effective upon written notice of termination to the other party, upon any of the following: (i) the failure of the other party to remedy, within thirty (30) days after written notice of the breach, such other party's breach of this Agreement; or (ii) the insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for benefit of creditors of the other party. Without limiting in any way, the preceding provisions of this paragraph or any of Scite's other rights or remedies under this Agreement, upon any Customer breach of this Agreement, Scite shall have the right to suspend its performance under this Agreement.

5. Indemnification

(a) Scite shall indemnify Customer against any direct loss or damage suffered by Customer arising out of any third-party claim or action that the Platform as provided by Scite and used by Customer infringe upon the intellectual property rights of a third-party, except to the extent that such claim or action arises as a result of a breach of the terms of this Agreement by Customer. Customer will promptly notify and co-operate with Scite in the event of a third-party claim or action, and Scite shall at its request be given control of such claim or action. Except in the case of fraud or intentional misconduct on behalf of Scite or claims subject to indemnification hereunder, the aggregate liability of Scite under or in connection with this Agreement shall not exceed the amount of Platform fees received by Scite from Customer in connection with this Agreement during the twelve (12) month period immediately preceding the first event, action, or omission giving rise to the liability.

(b) Customer will indemnify and hold harmless Scite, its partners, agents, officers and employees from and against any and all liabilities, damages, claims, losses, lawsuits, judgments, and/or expenses including attorney's fees, asserted or claimed by third parties arising out of the gross negligence or willful misconduct of Customer, or Customer's breach of this Agreement.

(c) In no event shall either party be liable for any indirect, incidental, special, or consequential damages.

6. Personal Data Privacy

Scite will comply with its privacy policy (as posted on its website and updated from time to time) and applicable privacy laws and regulations including the European Union's General Data Protection Regulation (GDPR) with respect to personal data within Scite's possession and control. Scite ensures that adequate safeguards are in place to protect the privacy and fundamental rights and freedoms of individuals. Customer consents to the collection, processing and storage of personal data by Scite as needed for the purpose of fulfilling its responsibilities and obligations hereunder and under applicable law; to the transfer of personal data to third party sub-processors or Affiliates with whom Scite has contracted to provide services; and to the transfer of personal data outside of the European Union.

7. Payment Terms

Customer will pay in full each invoice rendered by Scite in accordance with this Agreement within (30) days after the date the Customer receives the invoice via email. All payments shall be made in U.S. dollars by check, electronic funds transfer, credit card, or other method of payment accepted by Scite. Except as explicitly provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are non-refundable. Without limiting any of Scite's other rights or remedies under this Agreement, if Customer is sixty (60) days past-due on any amount owed to Scite, Scite shall have the right to suspend its performance under this Agreement, until Customer pays the amount past-due in full.

8. Confidentiality

Confidential Information Defined. The term "Confidential Information" means the provisions of this Agreement (which shall be the Confidential Information of both parties, subject to the following sentence), and any and all information, written or oral, provided or made available by or on behalf of one party or its officers, directors, employees, affiliates, consultants, agents, suppliers, or resellers (its **"Affiliates"**) to the other party or its Affiliates in connection with this Agreement which is not generally known to the public or within the industry in which either party competes.

Restrictions on Use and Disclosure. Each party (**"Recipient"**) will not access or use the Confidential Information of the other (**"Discloser"**) for any purposes other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence. Recipient may disclose the Discloser's Confidential Information to Recipient's Affiliates who have a legitimate "need to know", provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this section. In no event may Customer disclose any of Scite's Confidential Information to any of Scite's competitors or their Affiliates, including the terms of this Agreement, business process and technology proprietary to Scite, and potentially other information made known to Customer. Notwithstanding the above, Recipient may disclose the Discloser's Confidential Information to the extent such disclosure is necessary in connection with the enforcement of this Agreement; or necessary to comply with any legal or regulatory requirements.

9. State Sales Tax (Only Applicable to Customers in the USA)

Scite provides intangible internet-based Platform access to Customer. Scite is not aware of the physical location of the Customer's end users who may be physically located throughout the world. Customer attests that the address provided in this Agreement is complete and accurate and will be the physical location used to determine use for the purpose of state sales taxes. If applicable, Customer will provide Scite with all appropriate resale certificate numbers and other documentation satisfactory to the applicable state taxing authority to substantiate any claim of exemption from any state sales taxes.

10. General Provisions

Governing Law; Disputes. This Agreement shall be construed in accordance with and governed by the laws of the State of New York. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration conducted in the State of New York before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

Assignment; Change in Control. This Agreement may not be assigned by either party without the prior written approval of the other, but may be assigned or transferred without such consent to (i) a parent or subsidiary of that parent, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

Publicity. Upon the execution of this Agreement, each Party may, in its promotional activities, make factually accurate references to its business relationship with the other Party, and may use the other Party's name in connection with such references. Any other use of a Party's name shall require mutual written agreement.

Capitalized Terms and Other Defined Terms. Any particular capitalized term (i.e., a term with the first letter of each word thereof being a capital letter) has the meaning ascribed to such term as defined in this Agreement.

Other. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, agreements and understandings of every kind and nature between the parties, including any terms contained on a purchase order issued by Customer. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect. This Agreement and any amendment hereto may be executed in counterparts, and electronically scanned, digital or facsimile signatures will have the same effect as original manual signatures.