

AKOYA BIOSCIENCES, INC. (“Akoya”) General Terms and Conditions of Sale

AKOYA BIOSCIENCES

1. **Definitions.** As used herein, (a) “Akoya” means Akoya Biosciences, Inc, (b) “Customer” means the customer purchasing any Products or Services, (c) “Product” means any hardware, software (in object code form) or consumable product sold or licensed by Akoya, (d) “Quotation” means any written sales quotation for Products or Services issued by Akoya, (e) “Services” means any training or installation services sold or provided by Akoya with respect to Products, and (f) “Terms” means these general terms and conditions of sale.

2. ORDER AND DELIVERY.

- 2.1. Customer’s purchase order shall be binding only upon Akoya’s written acceptance or its fulfillment of such purchase order, whichever occurs first.
- 2.2. Akoya shall use reasonable efforts to meet any dates specified for the delivery of Products or performance of Services; provided, however, all such dates are estimates only and subject to Akoya’s availability. If Akoya’s supply of Products or Services is limited, Akoya shall have the right to allocate the available supply among its customers in any manner it determines appropriate in its sole discretion.
- 2.3. Akoya shall pack and ship the Products in accordance with its standard practices. Unless otherwise specified in the applicable Quotation, all Products are delivered FCA (Incoterms 2010) Akoya’s shipping point and Customer is responsible for all transportation, shipping and handling charges, which shall be prepaid and added to the invoice. Where Customer furnishes special transportation instructions, any special expense is to be borne by Customer, including any special handling, packaging and additional freight charges. Title to and risk of loss of Products passes to Customer upon delivery as provided above.
- 2.4. Akoya may, in its sole discretion, without liability or penalty, make partial shipments of Products to Customer, regardless of utility to Customer in the absence of such undelivered portion. Each shipment will constitute a separate sale, and Customer shall pay for Products shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order. Completion of any installation Services shall not be a condition precedent to Customer’s obligation to make payments hereunder.
- 2.5. Upon receipt, Customer shall unpack and visually inspect the Products. Customer shall promptly notify Akoya in writing of any damaged or missing Products or components. Customer shall provide Akoya with the opportunity to inspect any shipment that includes any damaged or missing Products or components, including through video, photo and/or in person inspection.

3. SERVICES.

- 3.1. Unless otherwise specified in the applicable Quotation, installation Services are billed as a separate line item. If Customer fails to properly prepare the site for installation prior to Akoya’s service personnel arriving at Customer’s site on the mutually agreed installation date, Akoya may impose a service charge to cover the lost time of Akoya’s service personnel. If Akoya is unable to perform installation Services within three (3) months of a Product’s shipment date as a result of Customer’s failure to prepare the site as required, Customer will be responsible for any costs associated with such delay, including without limitation, any required hardware, software and firmware updates.
- 3.2. Customer shall (a) provide access to Customer’s premises and facilities as reasonably requested by Akoya for purposes of performing Services; (b) provide materials, resources or information as reasonably requested by Akoya for the purpose of performing Services, including without

- limitation, power, water, drainage, air, bottled gases or items to uncrate or transport Products; and (c) have all licenses, permits or consents that it is required to have in order for Akoya to perform the Services.
- 3.3. Akoya's sales and service personnel are not authorized to enter into any indemnity, access, confidentiality or other agreements on behalf of Akoya.
 4. **Prices.** Customer shall purchase Products and Services from Akoya at the price(s) set forth in the applicable Quotation, or if no price has been quoted, then at the published list price in effect as of the date of acceptance by Akoya of Customer's purchase order. Prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements (including without limitation, shipping outside of the country of original delivery), Customer delays, or other terms that were not part of the applicable Quotation. If Customer requests shipment to a country other than the country originally requested, and if Akoya elects not to cancel the order (which Akoya may do in its sole discretion), Akoya's applicable surcharge for the actual country of delivery shall be added to the price.
 5. **Taxes.** All prices are exclusive of, and Customer shall be responsible for, all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer (excluding any taxes on Akoya's income). If Customer claims that a transaction is not subject to any tax, Customer is exempt, or Akoya is not required to collect any tax, Customer shall provide Akoya with any documentation necessary to support such a claim.
 6. **Payment Terms.** Unless otherwise set forth in the applicable Quotation, Customer shall pay all invoiced amounts due to Akoya within thirty (30) days from the date of Akoya's invoice. Akoya reserves the right to require Customer to make full or partial payment in advance or otherwise provide security to Akoya's satisfaction. Akoya may impose interest on late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly from the date of delinquency. Customer shall reimburse Akoya for all costs incurred in collecting any late payments that have not been disputed in good faith within the thirty (30) day payment period, including without limitation, costs of reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law, if Customer fails to pay any amounts when due hereunder, or Customer becomes insolvent or any proceedings are commenced under any bankruptcy or similar laws for Customer's reorganization or other debt adjustment, then Akoya shall be entitled to suspend the delivery of any Products or performance of any Services and/or reject any of Customer's future orders. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Akoya.
 7. **Software.** All software, including any firmware or other software included with any other Product, is non-exclusively licensed, not sold, by Akoya, and Customer's use thereof is subject to the terms of any applicable software license agreement provided in connection therewith. For clarity, Customer acknowledges that no software is provided as "work for hire" under any applicable laws and this is not an agreement for the sale of any software.
 8. **Limited Warranty.** The warranties expressly set forth in this Section 8 are the sole and exclusive warranties provided by Akoya in connection with Products and/or Services and shall apply only to Customer as the original purchaser. The "Warranty Period" shall be the period of time that the warranty is valid as specified for each of the warranties listed below.

8.1. INSTRUMENTS.

- 8.1.1. **Warranty.** For any Product that is an instrument, Akoya warrants that such Product will substantially conform to Akoya's standard specifications therefor in effect as of the date of delivery and will be free from defects in materials and workmanship. Unless otherwise specified in the applicable Quotation, the Warranty Period for such Product shall end one (1) year after the date of delivery to Customer; provided, however, that if such Product is installed by Akoya, the Warranty Period for such Product shall end one (1) year after the date of installation or, if earlier, thirteen (13) months after the date of delivery to Customer. This warranty applies only to Products within the country of original delivery. Products transferred outside the country of original delivery, either by Akoya at the direction of Customer or by Customer's actions subsequent to delivery, may be subject to additional charges prior to warranty repair or replacement based on the actual location of such Product and Akoya's warranty and/or service surcharges for such location(s).

- 8.1.2. **Spare Parts.** Parts replaced during a warranty repair may be retained by Akoya and shall become the sole and exclusive property of Akoya upon repair or replacement. Akoya warrants replacement parts for the longer of (a) the remaining term of the original Warranty Period of the Product in which the part is installed or (b) thirty (30) days from the date of replacement. This warranty applies only to parts installed by Akoya or a third party authorized by Akoya.
- 8.2. **Consumables.** For any Product that is a reagent or other consumable, Akoya warrants that such Product will substantially conform to Akoya's standard specifications therefor in effect as of the date of delivery. Unless otherwise specified in the applicable Quotation, the Warranty Period for such Product shall end three (3) months after the date of delivery to Customer or, if later, on the expiration or "use by" date listed on the Product. Notwithstanding the foregoing, for any reagent or other consumable delivered pursuant to any custom labeling/synthesis service offering, Akoya warrants solely that it will use commercially reasonable efforts to cause such Product to substantially conform to the specifications requested by Customer (and, for clarity, so long as Akoya uses such efforts, Customer shall be bound to pay for such Product, and Akoya shall have no repair or replacement obligation, regardless of whether such Product conforms to such specifications).
- 8.3. **Software.** For any Product that is software, Akoya warrants that such Product will substantially conform to Akoya's standard specifications therefor in effect as of the date of delivery. The Warranty Period for such Product shall end ninety (90) days after the date of delivery.
- 8.4. **Services.** For any Services, Akoya warrants that it shall perform such Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, using personnel of required skill and experience. The Warranty Period for Services shall end thirty (30) days after the date of completion of such Services.
- 8.5. **Exclusions.** The warranties in Sections 8.1 through 8.4 shall not apply to any non-conformity due to or arising from: (a) damage during shipment after risk of loss has passed to Customer; (b) any site preparation, installation, modification, calibration, repair or servicing of any Product, or any product connected to any Product, other than by Akoya or its agents; (c) any movement of a Product to a location other than the location of initial installation, unless such movement is performed by Akoya or its agents; (d) any negligence or willful misconduct of any party other than Akoya or its agents; (e) any use, storage or maintenance of any Product that is unintended, improper or otherwise not in accordance with these Terms or any applicable user manual, instructions or other documentation provided by Akoya with respect to such Product ("Documentation"); (f) any use of any Product in combination with any other product or service, or in any software environment, other than as expressly permitted in the applicable Documentation; or (g) any Force Majeure Event. Unless otherwise specified in the applicable Quotation, the warranties in Sections 8.1 through 8.4 shall not apply to any refurbished Products.
- 8.6. **Third Party Products.** Notwithstanding anything to the contrary herein, unless otherwise specified in the applicable Quotation, Akoya makes no warranties with respect to any third party products sold by Akoya ("Third Party Products"), except that Akoya will use commercially reasonable efforts to pass through to Customer any warranty on Third Party Products given to Akoya by the applicable third party provider. Customer acknowledges that Third Party Products are subject to the terms of any applicable license or other agreement with the applicable third party provider. Customer shall enter into any such agreement as required by the applicable third party provider and comply with the terms thereof.

8.7. REMEDIES.

- 8.7.1. Akoya shall have no obligation in respect of the warranties set forth in Sections 8.1 through 8.4 unless: (a) Customer gives prompt written notice and a reasonable description of the non-conforming Products or Services to Akoya during the applicable Warranty Period; (b) Customer reasonably cooperates with Akoya in confirming the non-conformity and performing any repairs, including, as requested by Akoya, (i) granting Akoya access to the Product at Customer's facility, (ii) returning the Product to Akoya, at Akoya's cost (subject to Section 8.8), or (iii) following any issue resolution procedure or taking any other actions reasonably requested by Akoya; and (c) Akoya reasonably verifies Customer's claim that the Products or Services are non-conforming.
- 8.7.2. As Akoya's sole and exclusive liability, and Customer's sole and exclusive remedy, for any breach of the warranties in Sections 8.1 through 8.3, Akoya shall either repair or replace, at Akoya's sole option, any part or parts of the applicable Product that Akoya reasonably confirms to be non-conforming. Instruments may be repaired or replaced with functionally equivalent, reconditioned,

- or new components. Software may be repaired through technical support (by phone, email or otherwise) or the provision of updates or other error corrections. Notwithstanding the foregoing, Akoya may at any time, in its sole discretion, elect to discharge its warranty obligations hereunder by accepting the return of any such Product pursuant to the terms set forth herein and refunding the purchase price paid by Customer, pro-rated over the lifetime of the Product or applicable license term.
- 8.7.3. As Akoya's sole and exclusive liability, and Customer's sole and exclusive remedy, for any breach of the warranty in Section 8.4, Akoya shall, in its sole discretion, re-perform the applicable Services or credit or refund the price of such Services at the pro rata contract rate.
- 8.7.4. THE REMEDIES SET FORTH ABOVE SHALL BE AKOYA'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY IN CONNECTION WITH THE PRODUCTS OR SERVICES.
- 8.8. Additional Services. If Akoya determines that any Product or non-conformity for which Customer has requested warranty service is not covered by the warranties herein, Customer shall be responsible for Akoya's costs of investigating and responding to such warranty service request, at Akoya's then standard rates, and any costs of return shipping to or from Customer. If Customer requests on-site work when a non-conformity could have been remedied remotely, Customer shall be responsible for Akoya's costs of such on-site work, at Akoya's then standard rates. Any support or maintenance services not covered by warranties herein shall be provided by Akoya, if at all, under a separate services agreement, at Akoya's then standard rates.
- 8.9. Disclaimer. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH HEREIN, AKOYA MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES OF ANY KIND WITH RESPECT TO PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FOR CLARITY, AKOYA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR ERROR OR THAT ANY DEFECTS WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES AND AGREES THAT, UNLESS OTHERWISE SPECIFIED IN THE APPLICABLE QUOTATION, (A) AKOYA DOES NOT SUPPORT, AND MAKES NO WARRANTIES AND SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO, ANY THIRD PARTY PRODUCTS AND (B) CUSTOMER'S SOLE RECOURSE FOR ANY PERFORMANCE FAILURE OF, OR ANY HARM CAUSED BY, ANY THIRD PARTY PRODUCT SHALL BE TO SEEK A REMEDY FROM THE APPLICABLE THIRD PARTY.

9. INDEMNIFICATION.

- 9.1. **In General.** Subject to the terms and conditions hereof, Akoya shall indemnify Customer from and against any claim, suit, action, or proceeding brought against Customer by a third party to the extent it is based on an allegation that a Product directly infringes any patent, copyright, trademark, or other proprietary right enforceable in the country in which such Product is delivered to Customer or misappropriates a trade secret in such country (a "Claim"). Indemnification for a Claim shall consist of the following: Akoya shall (a) defend or settle a Claim at its own expense, and (b) pay any judgments finally awarded against Customer under a Claim or any amounts assessed against Customer in any settlements of a Claim.
- 9.2. **Conditions.** Akoya's obligations under Section 9.1 are conditioned upon Customer (a) giving prompt written notice of a Claim to Akoya, (b) permitting Akoya to retain sole control of the investigation, defense or settlement of a Claim, and (c) providing Akoya with such cooperation and assistance as Akoya may reasonably request from time to time in connection with the investigation, defense or settlement of a Claim. Without Customer's prior written consent, Akoya shall not settle any Claim on any terms or in any manner that would (i) require Customer to make a payment which Akoya is not obligated by these Terms to pay on behalf of Customer or (ii) require Customer to make any admission against its interest.
- 9.3. **Exclusions.** Akoya shall have no obligation under Section 9.1 with respect to any Claim arising or resulting from (a) any breach, negligence or willful misconduct by Customer, (b) any use of the Product other than in accordance with the applicable Documentation, (c) any use of the Product after Akoya recommends discontinuation because of possible or actual infringement, (d) any designs, specifications or modifications communicated by Customer which Akoya satisfied, (e) any use of a superseded or altered release of software, if the infringement would have been avoided by

use of a current or unaltered release of the software made available to Customer, or (f) any use of the Product in combination with any third party product or service, if the infringement would not have occurred but for such combination. Unless otherwise specified in the applicable Quotation, Akoya shall have no obligation under Section 9.1 with respect to any Third Party Product.

- 9.4. **Response to Infringement.** If any Product becomes, or in Akoya's opinion may become, the subject of an infringement claim, Akoya shall at its expense and option (a) obtain for Customer the right to continue using such Product, (b) replace such Product with a functionally equivalent non-infringing product, (c) modify such Product so that it is non-infringing, or (d) require the return of such Product and refund the purchase price paid by Customer, pro-rated over the lifetime of the Product or applicable license term, and in each case Customer shall reasonably cooperate with Akoya in effecting such result.
10. **Limitation of Liability.** IN NO EVENT SHALL AKOYA BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AKOYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL AKOYA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO AKOYA FOR THE PRODUCTS AND SERVICES SOLD HEREUNDER. The aforementioned limitations of liability shall not apply to indemnification obligations under Section 9 or liability resulting from Akoya's gross negligence or willful misconduct.

11. USE RESTRICTIONS.

- 11.1. **Regulatory.** Customer acknowledges that the Products are labeled with For Research Use Only or a similar labeling statement and have not been approved, cleared, or licensed by the United States Food and Drug Administration or any other regulatory entity, whether foreign or domestic, for any purpose. Customer shall not use any Product for any diagnostic or therapeutic purpose or otherwise in any manner that conflicts with its labeling statement.
- 11.2. **Other Restrictions.** Products sold or licensed by Akoya hereunder are provided to Customer as the end-user. Customer shall (a) not sell, license, loan, donate or otherwise transfer or make available any Product to any third party, whether alone or in combination with other materials, or use the Products to manufacture any commercial products, (b) not copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the underlying structure or technology of the Products, or use the Products for the purpose of developing any products or services that would compete with Akoya's products or services, (c) not alter or remove from the Products any trademarks, trade names, logos, patent or copyright notices or markings, (d) unless otherwise agreed by Akoya in writing, not use any Product that is a reagent or other consumable in combination with any third party fluidics instrument or system, (e) unless otherwise agreed by Akoya in writing, use the Products solely in accordance with these Terms and the applicable Documentation, and (f) comply with any license, terms of service or similar agreement with respect to any third party products or services used by Customer in connection with the Products.

12. MISCELLANEOUS.

- 12.1. **Applicability.** These Terms (together with any applicable license or other agreement for software or Third Party Products) exclusively govern the ordering, purchase, supply, and use of the Products and override any conflicting, amending or additional terms contained in any purchase order or other similar document provided by Customer to Akoya, which terms which are hereby rejected and agreed by Customer to be null and void. Akoya's failure to specifically object to any such terms shall not constitute Akoya's acceptance of such terms. Each applicable Quotation shall be deemed incorporated into these Terms for all purposes, except that in the event of any conflict between a Quotation and any other provision of these Terms, the Quotation shall control.

- 12.2. **Compliance with Law.** Each party shall comply with all applicable laws, regulations and ordinances in performing its obligations under these Terms. Each party shall maintain in effect all licenses, permissions, authorizations, consents and permits needed to carry out its obligations under these Terms. Customer acknowledges that the Products and related technical information are subject to the applicable U.S. export control regulations and Customer shall comply with all applicable restrictions and prohibitions on sale, transfer, export, shipment or other supply of Products, directly or indirectly, to any person, entity or country, or for any activity. Customer shall provide to Akoya any documentation necessary for shipment of Products to Customer's destination.
- 12.3. **Purchases for the U.S. Government.** If Customer is ordering any Product for the U.S. Government or in support of a contract with the U.S. Government, Customer agrees that any software and associated documentation are "commercial items," consisting of "commercial computer software" and "commercial computer software documentation," as those terms are defined in the applicable Federal Acquisition Regulations ("FAR"), and licensed only as commercial items and with only those rights granted under these Terms. If Customer is ordering Products in the name of the U.S. Government, (a) if the order is less than or equal to \$3,000, then Customer agrees that only these Terms shall apply to the order, and (b) if the order is greater than \$3,000, then Customer agrees that these Terms shall apply supplemented only by the mandatory provisions of FAR 52.212-1, 52.212-3, 52.212-4 and 52.212-5. If Customer is placing this order in support of a contract with the U.S. Government, Customer agrees that these Terms shall apply supplemented only by the mandatory FAR flow-down clauses for commercial item subcontracts at 52.212-5(e) or 52.244-6. In the event of a conflict between the FAR provisions referenced herein and these Terms, these Terms shall take precedence to the maximum extent permitted by applicable law.
- 12.4. **Cancellation.** Unless otherwise specified in the applicable Quotation, all orders once placed are non-cancellable, unless Akoya consents to such cancellation in writing and Customer pays any applicable cancellation and/or restocking charges.
- 12.5. **Waiver.** No waiver by either party of any provision of these Terms is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or shall be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 12.6. **Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached these Terms, for any failure or delay in performing any term of these Terms (except for any obligations to make payments) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, including, without limitation: acts or omissions of the other party; acts of God, including flood, fire, earthquake, or explosion; mandatory or voluntary compliance with governmental regulations, requests, or actions; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; national emergency; revolution or insurrection; epidemic; lockouts, strikes or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining raw materials or supplies of adequate or suitable quality; or telecommunication breakdown or power outage ("Force Majeure Events").
- 12.7. **Assignment.** Customer shall not assign any of its rights or obligations under these Terms without the prior written consent of Akoya. Any purported assignment by Customer without such consent is null and void. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties' successors and assigns.
- 12.8. **No Third-Party Beneficiaries.** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 12.9. **Severability; Amendment and Modification.** If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms may be amended or modified only by a writing stating specifically that it amends or modifies these Terms and is signed by an authorized representative of each party.

12.10. **Governing Law; Arbitration.** All matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions. The parties expressly agree to waive application of the United Nations Convention on Contracts for the International Sale of Goods. In Akoya's sole discretion, any dispute, claim or controversy arising out of or relating to these Terms shall be resolved by confidential binding arbitration, in the English language, administered by the American Arbitration Association in San Francisco, California or Boston, Massachusetts, as determined by Akoya. In all cases of arbitration each party shall bear its own costs and expenses and an equal share of the arbitrator's fees; neither party nor any arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless required by law; the decision of the arbitrator shall be final and binding on the parties, provided that, the arbitrator shall not have the authority to alter any explicit provision of these Terms; judgment on the award may be entered in any court having jurisdiction. This paragraph shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

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DN-00060
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