**IL DIRETTORE DELLA STRUTTURA RICERCA E INNOVAZIONE**

**DISPOSIZIONE N.** **50**

**DI DATA:** **06/06/2023**

**OGGETTO:** **PROGETTO 99197 e-ARGO - CUP J95F21002190001**
**PROGETTO 99198 FRIENDEUROPE - CUP J39J22001730002**
**LUX RESEARCH SERVICE INC. SERVICE AGREEMENT. APPROVAZIONE, SOTTOSCRIZIONE E IMPEGNO DI SPESA. CIG 9833195138**

☑ Pubblicazione ai sensi dell'art. 23 c.1 del D.Lgs. 33/2013

Visto riservato alla Sezione Amministrazione e Personale

☐ non comporta impegno di spesa

Firmato digitalmente da
LISANDRO ELENA
Data: 2023.06.07 14:28:34 +02'00'

☑ impegno 786/23 (e-Argo) 787/23 (FriendEurope)

☐ accertamento

AREA SCIENCE PARK
AREA DI RICERCA SCIENTIFICA E TECNOLOGICA DI TRIESTE
Ente Pubblico Nazionale di Ricerca
Padriciano, 99 | 34149 Trieste | Italy
+39 040 3755111
+39 040 226698
P.IVA 00531590321
urp@areasciencepark.it
protocollo@pec.areasciencepark.it
www.areasciencepark.it

## IL DIRETTORE DELLA STRUTTURA RICERCA E INNOVAZIONE

**VISTA** la comunicazione del Ministero dell'Università e della ricerca di data 30 luglio 2021, avente ad oggetto la "Ripartizione del fondo per il rilancio degli investimenti delle Amministrazioni centrali dello Stato per lo sviluppo del Paese. Assegnazioni del Ministero dell'Università e della ricerca - Art.1, comma 14, legge n. 160/2019", che assegna all'Ente un finanziamento decennale per un ammontare complessivo di 33.000.000 euro per la realizzazione del Progetto e-ARGO "Realizzazione di un centro servizi per la condivisione di competenze ed infrastrutture tra ricerca e imprese (Piattaforme Tecnologiche, Big Data, ecc.)";

**ATTESO** che la realizzazione del sopraccitato progetto prevede una fase di attività propedeutiche all'estensione e alla replicabilità degli asset del Sistema ARGO a livello nazionale, che comprende la realizzazione di analisi dei trend emergenti rilevanti per gli specifici settori di intervento, con particolare riferimento alla digitalizzazione/*smart manufacturing* e alle tecnologie "*green*";

**RICHIAMATA** inoltre la deliberazione del Consiglio di Amministrazione n. 56 di data 26 giugno 2021 con la quale si autorizzava la partecipazione di Area Science Park, in qualità di partner al progetto Friend Europe, co-finanziato dall'Unione Europea tramite il programma COSME;

**CONSIDERATO CHE:**

- il Progetto Friend Europe è stato valutato positivamente dalla Commissione Europea - EISMEA, che ne ha approvato il finanziamento;
- al termine della fase di negoziazione, in data 08 marzo 2022, è stato sottoscritto il Grant Agreement tra EISMEA e il coordinatore Unioncamere Veneto, in rappresentanza del partenariato;
- nell'ambito delle attività del Progetto Friend Europe è prevista la realizzazione di attività di *Business Intelligence* finalizzata ad aumentare la conoscenza del contesto tecnologico e competitivo di riferimento da parte delle PMI, attività che richiede la disponibilità di informazioni sullo stato dell'arte e sui trend tecnologici e di mercato aggiornati e verificati, disponibili sia come elaborati (report) che come raccolte dati impiegabili in ulteriori elaborazioni finalizzate alla redazione di report originali;

**RITENUTO** quindi di mantenere il portafoglio di strumenti informativi dell'Ente a supporto della realizzazione delle analisi sopraccitate, in particolare tramite un *Information Provider* che, oltre a garantire la disponibilità di informazioni affidabili, strutturate e continuamente aggiornate, offra la possibilità di interagire con gli analisti, richiedendo motivazioni e chiarimenti, ponendo quesiti e/o sottoponendo specifici aspetti da approfondire o sviluppare negli ambiti di interesse individuati;

**PRESA VISIONE:**

- del "*Service Proposal*" del 12 maggio 2023 di L*ux Research Inc, 100 Franklin Street, 9th Floor, Boston, Massachusetts 02110,* conservato agli atti dall'Amministrazione, che comprende l'accesso tramite una piattaforma interattiva (*Lux Interactive Platform*) alle aree tematiche

*Technology Trends*; *Sustainable Innovation*; *Industries of the Future*; *Incubating Tech Startups*; *Building Innovation Hubs*; *Policy and Regulations*; nonché un numero illimitato di "*Analyst Inquiries*";

- delle dichiarazioni di "*Sole Supplier confirmation"* e di "*Sole Supplier motivation"* prodotte da Lux Research Inc. in data 22 maggio 2023 e conservate agli atti dall'Amministrazione;

**RITENUTO**, per quanto premesso, che esistano i presupposti per affidare il servizio oggetto della presente disposizione a Lux Research Inc. ai sensi dell'art. 1, comma 2, lett. a) della Legge 11 settembre 2020, n. 120, tenuto conto altresì che vi è assenza di concorrenza per motivi tecnici e tutela di diritti esclusivi, ai sensi dell'art. 63 comma 2 lett. b) del D.lgs. 50/2016;

**PRESA VISIONE** e ritenuti congrui i termini dell'offerta riportata nel *Master Service Agreement* e del suo allegato *Schedule of Service* di data 06 giugno 2023, che prevede il corrispettivo di euro 60.000,00 IVA esclusa per un abbonamento annuale comprendente l'attivazione di due account per l'accesso a tutti i contenuti della Piattaforma Interattiva, uno dei quali abilitato anche a richiedere un numero illimitato di interazioni con gli analisti di Lux Research, Inc.;

**VISTI**

- l'art. 4 del D.L 29 ottobre 2019, n. 126, come sostituito dalla legge di conversione 20 dicembre 2019, n. 159, con cui si prevede che ai beni e ai servizi funzionalmente destinati ad attività di ricerca, trasferimento tecnologico e terza missione non si applicano le disposizioni in materia di ricorso alle convenzioni-quadro e al mercato elettronico delle pubbliche amministrazioni;
- l'art. 84 del regolamento per l'amministrazione, la finanza e la contabilità dell'Amministrazione, emanato con Determinazione del Presidente n. 3 di data 29 gennaio 2021;

**DATO ATTO** che i servizi forniti dalla società Lux Research Inc. sono funzionali ad attività di ricerca;

**RITENUTO**, pertanto:

- di sottoscrivere il "*Master Service Agreement*" e del suo allegato *Schedule of Service* proposto da Lux Research Inc. in data 06 giugno 2023, che prevede il corrispettivo di euro 60.000,00 IVA esclusa per un abbonamento annuale comprendente il pacchetto di servizi sopradescritto;
- di perfezionare il contratto attraverso l'accettazione della loro offerta tramite strumenti di comunicazione elettronici;
- di impegnare sul capitolo 338 l'importo di euro 73.200,00 IVA inclusa, di cui rispettivamente euro 56.242,00 a valere sul Progetto 99197 – e-ARGO e euro 16.958,00 a valere sul Progetto 99198 Friend Europe 2022-25;

**DATO ATTO**:

- che il CIG della procedura è 9833195138;
- che i CUP della procedura sono J95F21002190001 (e-ARGO) e J39J22001730002 (Progetto Friend Europe 2022-25);

- che il CUI della procedura, regolarmente inserita nella Programmazione biennale dei servizi e forniture 2023-2024, è S00531590321202300006;
- che il Responsabile del procedimento della presente procedura è il dott. Massimiliano Rudella, assegnato in staff al Direttore della Struttura Ricerca e Innovazione;
- che relativamente alle verifiche in merito al possesso dei requisiti generali di cui all'art. 80 del Codice in capo all'Appaltatore, cui il presente contratto è risolutivamente condizionato, il fornitore ha presentato Affidavit in data 02 giugno 2023;

**RICHIAMATE**

- la deliberazione del Consiglio di Amministrazione di data 27 gennaio 2023 n. 2, con la quale sono state da ultime revisionate le competenze e responsabilità delle Strutture, Sezioni ed Istituti Ente;
- l'Ordine di Servizio n. 5 di data 31 marzo 2023, con il quale si è data attuazione alla nuova articolazione organizzativa dell'Ente
- la disposizione del Direttore Generale di data 08 febbraio 2023, n. 31, avente ad oggetto "Assegnazione dei progetti e attribuzione della relativa responsabilità di gestione delle entrate e delle spese ai direttori di struttura, sezione e istituto" con la quale si disponeva di attribuire ai Direttori dell'Ente responsabilità di gestione delle spese e delle entrate e di delegare agli stessi i compiti di adozione di impegni e di liquidazione di spesa, nonché di adozione degli accertamenti e riscossione delle entrate sui progetti e sui capitoli del bilancio di previsione per l'esercizio 2023;
- la disposizione del Direttore Generale di data 05 aprile 2023, n. 115, recante "Aggiornamento assegnazione dei progetti ed attribuzione della relativa responsabilità di gestione delle entrate e delle spese ai direttori di Struttura, Sezione e Istituto", che attribuisce al sottoscritto le responsabilità sul capitolo 338 dei Progetti 99197 e-ARGO e 99198 Friend Europe 2022-25;

## DISPONE

- di affidare il servizio oggetto della presente disposizione a Lux Research Inc. ai sensi dell'art. 1, comma 2, lett. a) della Legge 11 settembre 2020, n. 120, tenuto conto altresì dell'assenza di concorrenza per motivi tecnici e tutela di diritti esclusivi, ai sensi dell'art. 63 comma 2 lett. b) del D.lgs. 50/2016, alle condizioni di cui al *Master Service Agreement*" comprensivo dello "*Schedule of Service*" proposto da Lux Research Inc;
- di accettare e sottoscrivere il "*Master Service Agreement*" comprensivo dello "*Schedule of Service*" proposto da Lux Research Inc. in data 06 giugno 2023, allegati alla presente disposizione, per farne parte interante e sostanziale, che prevede il corrispettivo di euro 60.000,00 IVA esclusa per un abbonamento annuale comprendente l'attivazione di due account per l'accesso a tutti i contenuti della Piattaforma Interattiva, uno dei quali abilitato anche a richiedere un numero illimitato di interazioni con gli analisti di Lux Research, Inc.;

- di impegnare sul capitolo 338 l'importo di euro 73.200,00 IVA inclusa, di cui rispettivamente euro 56.242,00 a valere sul Progetto 99197 – e-ARGO, CUP J95F21002190001 ed euro 16.958,00 a valere sul Progetto 99198 Friend Europe 2022-25, CUP J39J22001730002;
- di dare atto che le attività sopra descritte attengono alle attività istituzionali dell'Ente.

Il Direttore della Struttura

Ricerca e Innovazione

Dott. Salvatore La Rosa

Firmato digitalmente da LA ROSA SALVATORE
C=IT

Allegati: *Master Services Agreement + Schedule of Services*

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100 Franklin Street, 9th Floor
Boston, MA 02110

# MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement"), effective as of the 12th day of June 2023, ("Effective Date"), is made by and between Lux Research, Inc., a Delaware corporation having an address at 100 Franklin Street, 9th Floor, Boston, Massachusetts 02110 ("Lux"), and Area di Ricerca Scientifica e Tecnologica di Trieste - Area Science Park, having an address at Padriciano 99, 34149 Trieste - Italy ("Client").

## Recitals

A. Lux is engaged in the business of providing certain specialized research, information, consulting and other services to its clients, whether on a subscription or fixed fee basis.

B. Client desires to engage Lux to provide certain Services.

C. This Agreement contains general terms and conditions under which Client would engage Lux to provide Services as specified in a Schedule of Services ("SOS") or Statement of Work ("SOW"), as applicable, each referencing this Agreement.

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Definitions. As used herein, the following words shall have the following meanings:

(a) "Affiliate" means, as to any entity, any other entity that, directly or indirectly, controls, is controlled by or is under common control with such entity, where "control" means ownership of greater than fifty percent of the equity of such entity.

(b) "Professional Services" means consulting services that Lux provides to a Client, as detailed on an SOW.

(c) "Deliverables" are materials specifically prepared during the Services for Client's exclusive use and any Client specific recommendations provided to Client by Lux during such Services.

(d) "Inquiry" is a privilege extended to Advisory and Concierge Members as part of the Subscription Services whereby such Members may submit questions and requests to be answered by Lux during a 50-minute virtual conversation. Queries must be applicable to the Subscription Service(s) identified in an SOS and are limited to acquisition of new ideas, interpretation of Lux research materials on the Lux Member Site, and obtaining advice or data needed to help validate innovation strategy and investment decisions. Analyst Inquiry responses are based on existing research and knowledge, and effort extended by Lux will be no more than two (2) hours. Only Advisory and Concierge Members are able to schedule an Inquiry. No other Client associates are entitled to join or listen to these conversations unless they are a Member with a Member ID associated to the Subscription Services subscribed by the Advisory and Concierge Member requesting the Inquiry. Inquiry submissions will be acknowledged within 48 business hours of receipt, and Lux will use best efforts to respond to Inquiries within 14 business days.

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(e) "Lux Member Site" is the web portal through which the Member may access the Subscription Services.

(f) "Members" are Client employees, officers and/or directors with access to the Lux Member Site and other services based on the entitlements associated with the purchased Subscription Services.

(g) "Services" means Subscription Services or Professional Services, as applicable.

(h) "SOS" means the Schedule of Services entered into between Client and Lux to set forth the Subscription Services that Lux shall provide to Client on a flat fee basis.

(i) "SOW" means the Statement of Work entered into between Client and Lux to set forth the Professional Services that Lux shall provide to Client for the fee set forth in such SOW.

(j) "Subscription Services" means research and advisory services provided by Lux employees to Client on a subscription basis, as detailed in an SOS.

2. Retention.

(a) Upon the execution of one or more SOSs or SOWs, Client retains Lux to provide the Services, subject to the terms and conditions set forth in the Agreement. Lux will perform the Services in accordance with this Agreement, the applicable SOS or SOW, and all applicable laws and regulations. Neither Client nor Lux is obligated to execute any SOS or SOW. Each SOS and SOW will incorporate and be subject to all the terms and conditions of this Agreement. In the event of any conflict or inconsistency between the terms contained in an SOS or SOW and this Agreement, the terms of this Agreement shall control, unless the terms of an SOS or SOW specifically and expressly state an intent to supersede specific terms of this Agreement. Once duly executed, each SOS or SOW becomes part of this Agreement.

(b) Client and Lux shall mutually agree upon the terms of each SOS or SOW, as applicable. Each SOS and SOW will, at a minimum, identify (i) the Services to be provided, (ii) the timing of the Services, (iii) any Deliverables, (iv) the Fees to be paid by Client to Lux, and (v) such other terms and conditions applicable to the Services that are not already included in this Agreement.

(c) A party may request a modification to an SOS or SOW by submitting a written change order request (each, a "Change Order") to the other party that includes: (i) a description of the changes in the scope of Services or to the Deliverables, (ii) any change in the Fees attributable to the Change Order, and (iii) any impact to the timing of the Services associated with the Change Order. Each Change Order will be subject to the reasonable review and approval of both parties.

3. Subscription Services.

(a) For Subscription Services, Lux will provide that number of identification numbers for Members ("Member IDs") as purchased by Client per the terms of each applicable SOS. Each Member ID is unique to the authorized Member and may not be used by more than one person. Lux has the right to audit the use of Member IDs to ensure compliance with this Agreement. Each Member must be an employee, officer or director of Client or its Affiliate. Members may use and print copies of Subscription Services solely for Client's legitimate business purposes, provided that each Member must attribute the information contained in the Subscription Services to Lux. In no event shall Client or any Member further disclose, disseminate, distribute, reproduce or retransmit its Member ID or any

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Subscription Services to any person, firm, or entity without Lux's prior written permission, which Lux may withhold in its sole discretion.

(b) Members with Inquiry privileges, as set forth in an applicable SOS, may submit Inquiries relating to their individual role with Client and may not act as a facilitator for an Inquiry for any other person, including but not limited to other Client employees, contractors, suppliers, and/or vendors.

(c) Client may change its Members from time to time, provided that (i) all Members must be employees, officers or directors of Client; and (ii) as determined by Client, (A) the current Member's job description has changed; and/or (B) the current Member no longer has use for the Services.

(d) Client may add additional Member IDs by executing an SOS. Any additional Member IDs will be coterminous with the existing Term (either initial term or renewal term). Client may not reduce the number of Member IDs during the Term.

4. Professional Services. To facilitate on-time delivery of Professional Services, Lux will require that Client designate a program owner and point of contact ("POC") responsible for timely communication with Lux. The POC will be designated in the SOW. Client acknowledges any delay in the POC responding to Lux may result in changes in Lux staff assigned to complete the project. Any change in scope or timeline for Professional Services will be mutually agreed upon in writing by both Lux and Client. If Client requests that the Professional Services be suspended, Client will be required to pay for Professional Services provided up to the date of suspension, including any out-of-pocket expenses incurred.

5. Fees and Payment.

(a) *Professional Service Fee*. Each SOW shall specify the fixed fee for the Professional Services (the "Professional Service Fee"). Client shall pay the Professional Service Fee in the amount and in accordance with the schedule set forth in the SOW (the "Professional Service Fee"). Any changes requested by Client in the Professional Services to which Lux agrees may result in an increase to the Professional Service Fee. Lux will determine the appropriate consultants that will provide the Professional Services to Client from time to time.

(b) *Subscription Fee*. Each SOS shall specify the fixed price subscription basis (the "Subscription Fee") for the Subscription Services. Client shall pay the Subscription Fee set forth in the SOS. Any changes requested by Client in the Subscription Services to which Lux agrees may result in an increase to the Subscription Fee. The Client may not reduce the number of seats during the Term or otherwise cancel the Subscription Services during the Term.

(c) Client agrees and acknowledges that Lux may suspend provision of the Services if Client's account is thirty (30) days or more delinquent. Delinquent invoices are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Lux reserves the right to impose a reconnection fee equal to 2.5% of Client's annual subscription fee if the Subscription Services are suspended, and Client thereafter requests access to the Subscription Services.

(d) Client is responsible for payment of any sales, use, value added or other taxes assessed on the Services and Deliverables under any SOS or SOW, if any. If Client is a tax-exempt entity, a tax exemption certificate is due upon execution of the SOS or SOW, as applicable.

6. Expenses. In connection with the Professional Services, Client will reimburse Lux for expenses specified in an SOW, or otherwise pre-approved in writing by Client. Expenses which are (a) not anticipated in the SOW, (b) deemed necessary by Lux, and (c) incurred by Lux in the performance of

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the Professional Services, shall be submitted in writing to and approved by Client prior to Lux incurring said expenses from any third party or by Lux itself.

7. Payment Disputes. If Client in good faith disputes any invoice or portion thereof, Client shall notify Lux of such dispute within fifteen (15) days of receipt of the invoice, and any undisputed portion of the invoice shall be paid as provided herein. The parties will work together in good faith to resolve any dispute with respect to an invoice. If any undisputed amount is not paid when due hereunder, without prejudice to any other rights or remedies Lux may have, Lux will be entitled to (a) suspend the provision of Services until it has received payment in full for all outstanding amounts and (b) recover from Client the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation and reasonable attorneys' fees). Notwithstanding anything to the contrary herein, all rights granted to Client under this Agreement are conditioned on Client's payment in full of all amounts due under the SOS or SOW, as applicable.

8. Term and Termination.

(a) This Agreement will commence on the Effective Date and, subject to the termination provisions contained in this Section 8, will continue in effect for a period of one (1) year (the "Term") provided that each Term will automatically renew with the same number of seats, as applicable, for additional successive Terms of one (1) year unless cancelled within thirty (30) days prior to the end of the then-current term. Notwithstanding the foregoing, if any SOS or SOW entered into during the term of this Agreement continues beyond the expiration of this Agreement, the Term shall continue in full force until 30 days after the termination or expiration of each such SOS or SOW.

(b) Notwithstanding Section 8(a), this Agreement or any SOS or SOW may be terminated as follows:

(i) By either party, with written notice, in the event of a material breach hereof by the other party, which breach remains uncured thirty (30) days after written notice if the breach is given to the breaching party;

(ii) By either party, with written notice, in the event the other party ceases to actively conduct its business; or

(iii) By either party, with written notice, if the other party admits in writing its inability to pay its debts generally as they become due; makes a general assignment for the benefit of creditors; institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; seeks reorganization under any bankruptcy act, or consents to the filing of a petition seeking such reorganization; or, has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

(c) In the event of termination of this Agreement or any SOS or SOW, Client will pay Lux for all work performed and, if applicable, pre-approved expenses incurred, to the effective date of termination and all non-cancellable expenses specified in the applicable SOS or SOW, or otherwise approved in writing by Client. Lux shall not be obligated to refund any Fees paid prior to termination.

(d) Sections 5-7 and 9-24 will survive the expiration or termination of this Agreement.

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9. Proprietary Rights.

(a) Client acknowledges that all materials it receives from Lux under this Agreement or accesses through the Services, other than Deliverables, are proprietary and confidential to Lux. Client shall keep the Lux Member Site and all materials obtained therefrom as confidential information and not share such site or materials with third parties. The copyrights and any other intellectual property rights to the Services and any material provided thereunder are exclusively held by Lux. All rights in the Services not expressly granted to Client are reserved to Lux. Notwithstanding the foregoing, Client is permitted to disclose limited portions of the materials provided under the Services to Client's directors, affiliates and parent companies, provided that: (i) such limited portions consist solely of verbatim quotes, tables, or figures, which together constitute no more than 5% of the total content of such material; (ii) such disclosures are labeled "confidential" and "not for further distribution"; and (iii) the quoted portions are clearly and prominently attributed to Lux with the following copyright notice: "Reprinted with permission. © 20XX Lux Research Inc."

(b) Unless otherwise expressly agreed to in writing, upon Client's payment in full of amounts owed to Lux under this Agreement for Professional Services, Client owns the Deliverables. Notwithstanding the foregoing, Client agrees that it may only use such Deliverables for Client's internal business purposes only. Client may not share the Deliverables, printed or electronic, with any third-party parties. Additionally, Client agrees that Lux retains all proprietary rights to any working papers compiled in connection with the Professional Services, but not the Client and Affiliate-provided information reflected in them. If working papers are incorporated in the Deliverables, Client will have a non-exclusive license to internally display, reproduce and distribute the working papers as a component of the Deliverables, as long as Lux has been attributed as the source of such working papers. All rights not specifically granted to Client are retained by Lux.

(c) Party Marks. All right, title and interest in and to the names, logos, trade names, service marks and trademarks ("Marks") of a party will remain the exclusive property of that party, as applicable. Client grants Lux a fully revocable, non-exclusive, non-assignable, and non-transferrable license to use the Marks in Lux's content during the term of this Agreement.

10. Warranties.

(a) *Warranty*. Lux warrants that the Services provided hereunder will be performed with that level of skill and care ordinarily exercised in the research industry. Client's sole and exclusive remedy for breach of the foregoing warranty will be, at Lux's option, re-performance of the Services or termination of the applicable SOS or SOW and return of the portion of the fees paid to Lux by Client for the non-conforming Services. Client must notify Lux within (15) fifteen days of performance of the Services of any alleged breach of the foregoing warranty to be entitled to the foregoing remedy. Notwithstanding the foregoing, Lux makes no representations or warranties with respect to third party products, including software or services, in connection with the Services.

(b) *No Other Warranties*. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC OR GENERAL PURPOSE AND THOSE ARISING BY STATUTE OR BY LAW, OR FROM A CAUSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

11. Indemnity.

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(a) Client will indemnify, hold harmless and defend Lux and Lux's managers, officers, agents and employees (collectively, "Lux Indemnitees") from and against any losses, costs (including reasonable attorneys' fees) damages, injury and liability (collectively, "Losses"), arising from any claims, demands, or causes of action brought by third parties (collectively, "Claims"), in each case arising out of or resulting from or in connection with the Services or this Agreement, except for claims resulting directly from (a) any Lux Indemnitee's gross negligence or willful misconduct, (b) Lux's breach of this Agreement, or (c) the infringement by the Deliverables.

(b) Lux will indemnify, hold harmless and defend Client and Client's directors, officers, agents and employees (collectively, "Client Indemnitees") from and against any Losses arising from any Claims, in each case arising out of or resulting from or in connection with (a) any Lux Indemnitee's gross negligence or willful misconduct, (b) Lux's breach of this Agreement, or (c) the infringement by any Deliverables provided by Lux to Client in connection with the Services, of any third party's intellectual property rights.

(c) The obligations under this Section 11 are expressly conditioned on the indemnitees: (a) promptly notifying the indemnifying party in writing of any Claim of which the indemnitee has actual knowledge, (b) permitting the indemnifying party to have full conduct and control to defend against such Claim, and (c) reasonably cooperating with the indemnifying party to facilitate the settlement or defense of the Claim. So long as the indemnifying party is defending a Claim, the indemnitee shall not settle such Claim without the prior written consent of the indemnifying party.

12. Insurance.

In terms of insurance coverage, Area Science Park has a third party liability insurance policy, covering people and their property, for all cases when it may be considered responsible. Lux Research, in its capacity as a supplier of the proposed service, is to be considered among these third parties.

13. Confidentiality.

(a) For the purposes of this Agreement, a party's "Confidential Information" means information of the party of a confidential nature (including, without limitation, information entrusted to the party by a third party in confidence), and all data, information and materials that a recipient should reasonably understand to be confidential, given the manner or circumstances of its disclosure, irrespective of whether or not the specific designation "confidential" or any similar designation is used.

(b) The receiving party (i) will not disclose the disclosing party's Confidential Information except as expressly set forth in Sections 13(c) or 13(d), (ii) will not use the disclosing party's Confidential Information except for the purposes contemplated by this Agreement, (iii) will use at least the same degree of care to safeguard the disclosing party's Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, and (iv) will make copies of the disclosing party's Confidential Information only as needed for the purposes contemplated by this Agreement, all of which will include any existing markings indicating that they are the disclosing party's Confidential Information, or will have markings supplied by the disclosing party.

(c) The receiving party may disclose the disclosing party's Confidential Information to the extent necessary to comply with applicable laws or regulations, or with a valid order of a court or other governmental body having jurisdiction over the party, but only to the extent and for the purposes of such required disclosure and provided that (i) the receiving party promptly notifies the disclosing party in order to provide the disclosing party the opportunity to seek a protective order, and (i) the

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receiving party reasonably assists the disclosing party's efforts to obtain confidential treatment for such information and, if possible, to minimize the extent of such disclosure.

(d) The receiving party may disclose the disclosing party's Confidential Information to those employees and consultants who, under receiving party's direct control, require such information for the purposes of fulfilling receiving party's obligations or enjoying receiving party's rights under this Agreement and are bound by written obligations of confidentiality and non-use no less restrictive than this Section 13.

(e) Upon request of the disclosing party following termination of this Agreement, and at any other time as may be requested by the disclosing party, each party will return to the other party any and all copies of the material containing the other party's Confidential Information, or any portion thereof.

(f) The obligations of this Section 13 will not apply to any information which (i) is or becomes publicly available through no fault of the receiving party; (ii) is already in the receiving party's possession without restriction on disclosure when disclosed by the disclosing party; (iii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (iv) is rightfully obtained without any restrictions on disclosure or use by the receiving party from a third party (not acting on behalf of the disclosing party) without violating the rights of the disclosing party.

14. Limitation of Liability. Other than liability for breach of confidentiality obligations, and further subject to the indemnification obligations in Section 11, in no event will Lux, its employees, contractors or agents be liable for (a) any incidental, special, punitive or consequential damages, lost profits, lost revenues, or any indirect damages, whether arising in contract, tort or otherwise or (b) any costs or expenses for the procurement of substitute equipment or services, in each case, even if informed of the possibility thereof. All liability of Lux, its employees, contractors or agents under each SOS or SOW will be limited to the amounts paid by Client to Lux under the SOS or SOW giving rise to such liability. Further, Lux shall be entitled to recover for specific business opportunities lost as a result of Client's knowing or reckless breach of its obligations under this Agreement.

15. Non-Solicitation of Employees. During the term of this Agreement and for a period of one (1) year thereafter, neither party (the "Hiring Party") will solicit for hire or engagement, or cause others to solicit for hire or engagement, directly or indirectly, as an employee or independent contractor, any employee or contractor of the other party (the "Employer") who had direct contact with the Hiring Party pursuant to this Agreement. The term "solicit for hire or engagement" excludes any broad-based effort to attract applicants if not specifically targeted to or specifically designed to attract Employer's employees or contractors. Notwithstanding the foregoing, in the event that a Hiring Party solicits, hires or otherwise engages an employee or contractor of Employer, or causes others to solicit an employee or contractor of Employer for hire or engagement, directly or indirectly, whether as an employee or independent contractor, Hiring Party shall make an immediate payment to Employer equal to one year of such person's base compensation, provided that if Hiring Party hires or engages more than one Employer employee or contractor, the amount payable to Employer shall be the one year's base compensation of all such persons multiplied by 1.25.

16. Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venture of or with the other. No party shall have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party except as required by this Agreement.

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17. No Assignment. This Agreement may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, either party may transfer or assign this Agreement without the other party's consent, but upon written notice, to an entity that succeeds to all or substantially all of the business or assets of such party.

18. No Waiver. No waiver of any term, condition or provision of this Agreement will be deemed or will constitute a waiver of any other term, condition or provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless made in writing and signed by the party making the waiver.

19. Force Majeure. If performance on the part of any party is delayed or suspended as a result of circumstances beyond its reasonable control, without its fault or negligence, then the period of performance and term of this Agreement shall be extended to the extent of any such delay. No party shall incur any liability to the other party as a result of such delay or suspension; provided that the party whose performance has been suspended gives the other party immediate notice of such force majeure and diligently attempts to remove the cause of such force majeure. Circumstances deemed to be beyond the control of the parties shall include acts of God, such as, fires, floods, pandemic, earthquakes, or other natural disasters, and labor strikes. In the event a force majeure suspends or delays a party's performance for more than ninety (90) days, the party to whom performance is due may terminate the Agreement and receive a refund of payments for Services that were not performed.

20. Governing Law; Venue. The parties agree that this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of England and Wales, without giving effect to principles of conflicts of law. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any English court. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.]

21. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ITS RIGHT TO A TRIAL BY JURY FOR ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22. Authority. Each party warrants and represents that it has have full authority to enter into this Agreement and that the person signing this agreement has the full authority of the party to bind such party to this Agreement.

23. Notices. All notices required under this Agreement shall be (a) made in writing; (b) delivered (i) in person or (ii) to the address set forth in the initial paragraph of this Agreement by overnight delivery; and (c) deemed received (i) if delivered in person, on the date of personal delivery, or (ii) if sent by overnight delivery, on the day after so sent.

24. Entire Agreement. This Agreement, with the Schedule of Service, jointly constitute the entire statement of the agreement between the parties with respect to the subject matter hereof and supersedes any prior representations, statements, understandings, or agreements between the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by the parties.

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[Signatures Appear on the Following Page]

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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

| LUX RESEARCH, INC. | Area di Ricerca Scientifica e Tecnologica di Trieste - Area Science Park |
|---|---|
| By: Scott Wilson DocuSigned by: Scott Wilson 2E939CAD5C26434... | By: Salvatore La Rosa |
| Title: CFO | Title: Research and Innovation Dept. Director |
| Date: June 6, 2023 | Date: |

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Company Address 100 Franklin St., 9th Floor
Boston, Massachusetts 02110
United States

| | |
|---|---|
| Created Date | 6/2/2023 |
| Proposal Expiration | 6/30/2023 |
| Contact Name | Maddalena Furlan |
| Bill To Name | Maddalena Furlan |
| Bill To Email | maddalena.furlan@areasciencepark.it |
| Bill To | Trieste Area Science Park<br>Padriciano 99<br>34149 Trieste<br>Italy |
| Ship To | Padriciano 99<br>34149 Trieste<br>Italy |

**SCHEDULE A - SCHEDULE OF SERVICES**

| Product Name | Department | Qty | Product Description | Start Date | End Date |
|---|---|---|---|---|---|
| Advisory Member | Government & Non-Profit | 1 | Access to the Lux Platform as well as unlimited 50-minute virtual conversations with a Lux expert, a dedicated Customer Success Manager, strategic kick off and quarterly business reviews. | 6/12/2023 | 6/11/2024 |
| Insight Member | Government & Non-Profit | 1 | Access to the Lux Platform including self service to company profiles, news commentaries, technology landscapes and insight reports. Includes self service search, map creator, and Tech 299 and access to Lux webinars. | 6/12/2023 | 6/11/2024 |

| | |
|---|---|
| Grand Total | EUR 60,000 |
| Payment Terms | Net 30 |

This **Schedule of Services** is subject to and governed by the terms and conditions of the **Master Services Agreement** agreed to between **Lux Research Inc.** and the client.

Dated June _____2023
June 6, 2023

For and on behalf of
Lux Research Inc.:

By DocuSigned by: Scott Wilson 2E939CAD5C26434...

Scott Wilson, CFO

Date: June 6, 2023

For and on behalf of
Area di Ricerca Scientifica e Tecnologica di Trieste - Area Science Park

By _____

Name: _____

Date: _____