

BIOSTATE AI TERMS AND CONDITIONS

THIS AGREEMENT (“**Agreement**”) is entered into as of the Effective Date identified in the attached order form (“**Order**”) by and between Biostate AI, Inc. (“**Biostate**”) and the company listed in the “Company” field of the Order (“**Company**”). This Agreement is the entire agreement between the parties regarding the Services (as defined below) and it includes the Order, these terms and conditions (“**Terms**”), all exhibits attached to these Terms, and all of the other terms and conditions incorporated into this Agreement by reference. This Agreement supersedes all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions, and understandings, written or oral, with respect to the Services and all past dealings or industry customs. The parties hereby agree as follows:

1. **Biostate Services**

1.1 Biostate provides various services. Each service, if selected, is set forth in the Order, and the Order will include, at a minimum and as applicable: (a) a detailed description of the services to be provided by Biostate (“**Services**”), (b) a description of any deliverables to be provided by Biostate (“**Deliverables**”), (c) a description of the materials to be provided by Company to Biostate to enable the provision of the Services (“**Materials**”), (d) the schedule or term for performance of the Services, (e) the associated fees (“**Fees**”), payment terms and billing information, and (f) the contact information of both parties. To the extent any term or condition of the Order conflicts with these Terms, these Terms will control, unless otherwise expressly stated in the Order with reference to the specific terms and conditions to be superseded.

1.2 Subject to the terms and conditions of this Agreement, Biostate will use commercially reasonable efforts to provide the Services and deliver any Deliverables pursuant to the Order. Biostate shall not be obligated to commence any Services until receipt of the upfront payment set forth in Section 2.1. Biostate may use its Affiliates or subcontractors to provide all or a portion of the Services or Deliverables. “**Affiliate**” means, with respect to an entity, any entity that controls or is controlled by such entity, or is under common control with such entity, wherein an entity will be deemed to control another entity if it owns or controls, directly or indirectly, more than 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

2. **Fees and Payment Terms**

2.1 **Fees.** Company will pay, or cause to be paid, to Biostate the Fees in accordance with the payment terms set forth in the Order. The Fees do not include taxes. Unless otherwise set forth in the Order, Biostate will invoice Company or its payment agent or broker (a) half of the Fees upfront and (b) the remainder upon completion of the Services. Company shall pay all invoiced amounts to Biostate within 15 days of the date of the invoice. All payments must be made (i) in U.S. Dollars and (ii) by check or by bank wire transfer in immediately available funds to an account designated by Biostate. Upon termination of this Agreement, Biostate will be paid Fees on the basis set forth in the Order accrued before termination of this Agreement and in accordance with this Agreement.

2.2 **Interest and Additional Terms.** Interest on any late payments will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. Company will indemnify Biostate for all costs, including expenses and attorney’s fees, Biostate incurs in the collection of overdue payments. Company will be responsible for all sales, use, value added, withholding or other taxes or duties arising under or otherwise in connection with this Agreement, other than Biostate’s income taxes. If Biostate pays any such taxes on Company’s behalf, Company will promptly, but in no event more than 10 days after Biostate’s invoice to Company, reimburse Biostate for such payment.

3. **Term, Termination, and Effect of Termination**

3.1 **Term.** This Agreement commences on the Effective Date and, unless earlier terminated as set forth in Section 3.2, continues until the completion of all Services under the Order.

3.2 **Termination.** Company may terminate any or all Orders, or this Agreement in its entirety, for any reason or no reason upon 90 days’ prior written notice to Biostate. Depending on the amount of actual work performed by Biostate before customer notification of termination, Biostate will either provide a partial refund or bill for services already completed not covered by the initial payment. Either party may terminate this Agreement (a) for cause, if the other party materially breaches this Agreement and does not remedy such breach within 30 days after its receipt of written notice of such breach or (b) upon written notice to the other party upon the insolvency or bankruptcy of the other party. Further, notwithstanding any terms to the contrary in this Agreement, Biostate may suspend the provision of the Services (or any portion thereof) without liability if Biostate reasonably determines that (i) Company failed to pay any undisputed Fees when due, or (ii) Biostate is required by any applicable law to suspend the Services.

3.3 **Effects of Termination.** Any termination of this Agreement by either party will be without prejudice to any claims for damages or other rights against the other party that preceded termination. Promptly upon termination of an Order or this Agreement, unless otherwise expressly agreed in writing by the parties, (a) Biostate shall invoice Company for all Services performed but not yet paid, and Company shall pay all such invoiced amounts within 15 days thereafter, and (b) Biostate will (i) terminate all Services in progress, (ii) deliver or dispose of any Materials in its possession or control, and (iii) upon receipt of payment in full, deliver all Deliverables developed through termination or expiration not previously delivered to Company. In no event will Company be entitled to any refunds of any Fees paid or payable prior to termination. Notwithstanding any terms to the contrary in this Agreement, Sections 2, 3.3, 5, 6, 7, 8, 9, 10 and 11 will survive any termination or expiration of this Agreement.

4. **Representations and Warranties.** Each party represents and warrants that (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) it has full corporate power and authority to execute, deliver, and perform its obligations under this Agreement, (c) the person signing this Agreement on its behalf has been duly authorized and empowered to enter into this Agreement, and (d) this Agreement is valid, binding, and enforceable against it in accordance with its terms.

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4.1 General Warranty of Services. Biostate warrants to Company that the Services will be performed with reasonable care in a diligent and workmanlike manner, consistent with Biostate's published specifications and in compliance with all applicable laws. Biostate's sole obligation and liability and Company's sole and exclusive remedy for breach of this warranty will be for Biostate to re-perform any Services brought to its attention by Company within 15 days after the Services are performed.

4.2 Underperformance Remediation. In the event Biostate delivers less than 80% of the target sequencing reads specified in the Order, Biostate will, at the Company's discretion and as its sole and exclusive remedy, either (a) issue a credit to the Company for use toward future sequencing services, or (b) re-process the applicable samples at no additional cost to the Company. To exercise this remedy, the Company must notify Biostate in writing within 15 days of receiving the Deliverables, providing sufficient documentation to substantiate the underperformance. Biostate will use commercially reasonable efforts to address and resolve the issue promptly.

5. **Disclaimer.** EXCEPT AS SET FORTH IN SECTION 4, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR CONDITIONS OF ANY KIND (EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BIOSTATE, ITS AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR WILL MEET COMPANY'S REQUIREMENTS OR EXPECTATIONS, OR OTHERWISE PRODUCE ANY PARTICULAR RESULTS.

6. Indemnity

6.1 Biostate Indemnity. Biostate, at its sole expense, will defend Company, its Affiliates, and its and their respective directors, officers, employees, consultants and agents ("**Company Parties**") from and against any and all third-party claims, suits, actions or proceedings (each a "**Claim**"), and indemnify Company Parties from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) ("**Losses**") that are awarded by a court of competent jurisdiction or included in a settlement approved, in advance and in writing, by Biostate, in each case to the extent arising out of Biostate's infringement or misappropriation of the intellectual property rights of any third party in performing the Services ("**Infringement Claim**"). In the event of an Infringement Claim, or of any occurrence or state of facts that may give rise to an Infringement Claim, Biostate may, at its election, and sole expense, (i) modify the Services or Deliverables so that such Services or Deliverables are non-infringing and functionally equivalent, (ii) replace the Services or Deliverables with non-infringing Services or Deliverables that are functionally equivalent, (iii) obtain the right for Company to continue using the Services or Deliverables, or (iv) terminate this Agreement. The remedies set forth herein are the sole and exclusive remedies available to Company in connection with an Infringement Claim.

6.2 Company Indemnity. Company, at its sole expense, will defend Biostate, its Affiliates, and its and their respective directors, officers, employees, consultants and agents ("**Biostate Parties**") from and against any Claim, and indemnify the Biostate Parties from any related Losses, to the extent resulting from or arising in connection with (a) Company's use of the Services or Deliverables, (b) the Materials or Biostate's use of the Materials pursuant to this Agreement, or (c) Company's breach of this Agreement.

6.3 Procedure. The indemnifying party's indemnification obligations under this Section 6 are conditioned upon the indemnified party (a) giving prompt written notice of the Claim to the indemnifying party once the indemnified party becomes aware of it, (b) granting the indemnifying party the option to solely control the defense (including the right to use its own counsel) and settle the Claim (except that the indemnified party must approve any settlement that requires an affirmative obligation of the indemnified party), and (c) providing reasonable cooperation to the indemnifying party and assistance in the Claim's defense or settlement.

7. **Limited Liability.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE OR OBLIGATED TO THE OTHER PARTY IN ANY MANNER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST REVENUE) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF OR AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. OTHER THAN CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER OR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE ACTUAL AMOUNT PAID BY COMPANY UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH ABOVE WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. THE PARTIES AGREE THAT THE LIMITED WARRANTIES AND LIMITED LIABILITY ALLOCATE THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES, AND THAT SUCH ALLOCATION OF RISK IS REASONABLE. THIS ALLOCATION IS REFLECTED IN THE PRICING OF THE SERVICES AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 7 IS INTENDED TO OR SHALL LIMIT OR RESTRICT DAMAGES AVAILABLE FOR (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (B) A PARTY'S INFRINGEMENT OR OTHER VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8. Confidentiality

8.1 Definition. "**Confidential Information**" means any and all information and data (whether in oral, written, or other tangible or intangible form) that (a) is provided by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under this Agreement (whether before, on, or after the Effective Date), and (b) if disclosed in writing or other tangible medium is marked or

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identified as confidential at the time of disclosure to the Receiving Party, is acknowledged at the time of disclosure to be confidential, or otherwise should reasonably be deemed to be confidential. Notwithstanding the foregoing, Confidential Information of a party will not include that portion of such information and data which, and only to the extent, the Receiving Party can establish by written documentation (i) is known to the Receiving Party prior to receipt thereof from the Disclosing Party, (ii) is disclosed to the Receiving Party free of confidentiality obligations by a third party who has the right to make such disclosure, (iii) is or becomes part of the public domain through no fault of the Receiving Party, or (iv) is independently developed by persons on behalf of the Receiving Party without use of or reference to the information disclosed by the Disclosing Party.

8.2 Obligations. The Receiving Party will maintain in confidence the Confidential Information during the term of this Agreement and for the 10-year period commencing upon the effective date of termination of this Agreement, and will not use such Confidential Information except as expressly permitted in this Agreement. The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations or exercising the Receiving Party's rights under this Agreement. In addition, the Receiving Party will only disclose Confidential Information to its affiliates, directors, officers, employees, vendors and/or contractors who have a need to know such Confidential Information in order to perform their duties under this Agreement, provided such affiliates, directors, officers, employees, vendors and/or contractors are under an obligation to maintain the confidentiality of the Confidential Information.

8.3 Permitted Disclosures. Each party agrees that the terms and conditions of this Agreement will be treated as Confidential Information of both parties and will not be disclosed to any third party; provided, however, that each party may disclose the terms and conditions of this Agreement in confidence (a) to such party's legal counsel, accountants, banks, financing sources, and their advisors, (b) in connection with the enforcement of this Agreement or rights under this Agreement, (c) in connection with an actual or proposed equity investment, merger, acquisition, or similar transaction, or (d) to governmental or regulatory authorities in connection with examinations or audits. The Receiving Party may disclose Confidential Information that is required to be disclosed by law or regulation or by a subpoena or order issued by a court of competent jurisdiction (each, a "**Court Order**"), but solely on the conditions that the Receiving Party: (i) gives the Disclosing Party written notice of the Court Order promptly after receiving it, if permitted by applicable law or regulation, and (ii) cooperates fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to the disclosure of the information required by the Court Order and seek a protective order or other appropriate relief. In the event of any dispute between the parties as to whether specific information is within one or more of the exceptions set forth in this Section 8, the Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

8.4 Equitable Relief. Each party acknowledges that a breach of this Section 8 cannot reasonably or adequately be compensated in damages in an action at law and that such a breach will cause the other party irreparable injury and damage. By reason thereof, each party agrees that the other party will be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to seek preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of the obligations relating to Confidential Information set forth herein.

8.5 Return of Confidential Information. Except as otherwise expressly set forth in this Agreement, promptly upon the expiration or earlier termination of this Agreement, each party will return to the other party all tangible items regarding the Confidential Information of the other party and all copies thereof. Notwithstanding the foregoing, each party will have the right to retain one copy for its legal files for the sole purpose of determining its obligations hereunder and for purposes of exercising any rights that survive expiration or termination hereunder. Any such retained Confidential Information will continue to be subject to the terms of this Agreement until it is returned or destroyed by the Receiving Party.

9. Materials and Data

9.1 Materials. Company will provide Biostate with the Materials on the terms and conditions of this Agreement. Company represents and warrants that Company has all rights, licenses, consents, and permissions required to provide the Materials to Biostate and required for Biostate to use the Materials as set forth in this Agreement. Biostate will have the right to use the Materials to perform the Services and to generate Data (as defined below).

9.2 Data. Company acknowledges and agrees that Biostate may Process Materials and generate sequence data from the Materials ("**Data**"). For clarity, Company is solely responsible for all use by Company of the Data and for evaluating the Data for accuracy and appropriateness for each use case. Company acknowledges that due to the nature of the Services, the Data may not be unique, and the Services may generate, to or for Biostate or a third party, data that is the same as or similar to Data.

9.2.1 Company owns all right, title, and interest (including all intellectual property rights) in and to the Data, and Biostate hereby assigns to Company all such right, title, and interest. Company hereby grants to Biostate a non-exclusive, perpetual, royalty-free, worldwide, non-sublicensable, non-transferable license and right to use, reproduce, and otherwise exploit the Data, including to (a) provide the Services and the Deliverables, (b) create de-identified or anonymized data sets that do not directly or indirectly identify Company or any individual ("**Aggregate Data**"), (c) develop and improve Biostate technologies and offerings, and (d) offer and provide Biostate technologies and offerings to third parties. As between the parties, Biostate solely owns all right, title, and interest in and to any Aggregate Data and any data, information and material created by Biostate with such Aggregate Data. Aggregate Data may be made publicly available and may be used for any legal purpose, so long as the Aggregate Data does not directly or indirectly identify Company or any individual.

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9.3 No Implied Rights. Only the licenses and rights expressly granted herein will be of legal force and effect. No license or other right will be created hereunder by implication, estoppel or otherwise.

10. **Restrictions**. Company will ensure that its use of the Deliverables is at all times compliant with this Agreement and all applicable local, state, federal and international laws, regulations and conventions.

11. General Provisions

11.1 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without resorting to its conflict of law provisions. Each party submits to the exclusive jurisdiction of any state or federal court sitting in Wilmington, Delaware (the “**Chosen Courts**”) in any litigation arising out of or relating to this Agreement, agrees that all claims in respect of any such litigation will be heard and decided only in any such Chosen Court, waives any claim of inconvenient forum or other challenge to venue in any such Chosen Court, and agrees not to bring or maintain any such litigation before any tribunal other than the Chosen Courts (except, for clarity, in any proper appeal from a Chosen Court).

11.2 Independent Contractors. Each party hereby acknowledges that the parties will be independent contractors and that the relationship between the parties will not constitute a partnership, joint venture or agency. Neither party will have the authority to make any statements, representations or commitments of any kind, or to take any action, which will be binding on the other party, without the prior consent of the other party to do so.

11.3 No Third Party Beneficiaries. The parties agree that there are no third party beneficiaries of the rights granted to either party pursuant to this Agreement.

11.4 Marketing. Biostate may use and display Company’s name, logo, trademarks and service marks on Biostate’s website and in Biostate’s marketing materials in connection with identifying Company as a customer of Biostate. Upon Company’s written request, Biostate will promptly remove any such marks from Biostate’s website and, to the extent commercially feasible, Biostate’s marketing materials.

11.5 Feedback. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments, or other feedback provided by Company to Biostate with respect to Biostate or the Services or Deliverables (collectively, “**Feedback**”) will constitute Confidential Information of Biostate. Further, Biostate will be free to use, reproduce, and otherwise exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind.

11.6 Force Majeure. Neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fires, storms, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party.

11.7 Statute of Limitations. Company agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one year after such claim or cause of action arose or was discovered or be forever barred.

11.8 Electronic Communications. Biostate may choose to electronically deliver all communications with Company, which may include email to the email address Company provides to Biostate. Biostate’s electronic communications to Company may transmit or convey information about action taken on Company’s request, portions of Company’s request that may be incomplete or require additional explanation, any notices required under applicable law, and any other notices. Company agrees to do business electronically with Biostate and to receive electronically all current and future notices, disclosures, communications, and information, and that the aforementioned electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.

11.9 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned, or delegated by Company, by operation of law or otherwise, without the prior written consent of Biostate, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Biostate may freely transfer, assign, or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

11.10 Amendments and Waivers. No modification, addition or deletion, or waiver of any rights under this Agreement will be binding on a party unless clearly understood by the parties to be a modification or waiver and signed by a duly authorized representative of each party. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

11.11 Severability. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by this Agreement are not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

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11.12 Further Assurances. Each party will perform any and all further acts and execute and deliver any and all further documents and instruments that may be necessary to carry out the provisions of this Agreement.

11.13 Counterparts. This Agreement may be executed (a) in two or more counterparts, each of which will be deemed an original and all of which will together constitute the same instrument and (b) by the parties by exchange of signature pages by mail, facsimile, or email (if email, signatures in Adobe PDF or similar format).