TERMS OF USE

CorMetrix, Inc. ("CorMetrix" or "we") offers access to certain of our Services (defined below) pursuant to these Terms of Use ("Terms"). By agreeing to these Terms and/or accessing and using our Services, you are acknowledging and agreeing that (a) you understand, accept and agree to be bound by these Terms, and (b) if you are agreeing to these Terms on behalf of an entity, group or organization, you have the right, power and authority to bind such entity, group or organization to these Terms. As used in these Terms, "Customer" or "you" means the person agreeing to these Terms and any entity, group or organization on whose behalf such person is agreeing to these Terms.

1. <u>Structure</u>. These Terms incorporate the Order Forms (defined below). If Customer and CorMetrix have entered into a separate written agreement pertaining to Customer's use of the Services then such other written agreement will govern and supersede these Terms. The Services may include services, features or functionality provided by third parties (each a "Third-Party Service"). Third-Party Services may require that you agree to additional terms, conditions or restrictions ("Third-Party Terms") in order to use such services, included as described in Section 8(e) below. Where this applies we will provide you with a copy of the Third-Party Terms.

2. <u>Services We Provide</u>.
   a. <u>Access.</u> Pursuant to these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the online services (and associated software, APIs, tools and documentation) that we make available to you (collectively, including all updates and modifications to the foregoing, the "Services"). The specific Services we provide to you including any restrictions pertaining to usage will be set forth in the order form that we mutually execute ("Order Form"). You are responsible for all actions of users who access and use the Services through your account (each a "User").
   b. <u>Ownership.</u> Subject to the licenses we grant to you under these Terms and your rights to Customer Data (defined below), we and our licensors retain all right, title and interest in and to the Services.
   c. <u>Restrictions</u>. You and you Users will not, and will not authorize any third party to, directly or indirectly: (i) sublicense, distribute, or otherwise commercially exploit or make the Services available to, or use the Services for the benefit of, any third party; (ii) use the Services in a manner that violates these Terms or infringes, misappropriates or otherwise violates the intellectual property, privacy or other rights of any third party; (iii) use the Services, Outputs (defined below), or any component or derivative thereof to develop or commercialize any product or service that is competitive with the Services or to train any third party AI Technologies (defined below) or fine-tune models made available through the Services; (iv) reverse assemble, reverse compile, decompile, adapt, hack, engage in model extraction, or otherwise attempt to discover the source code, algorithms, logic or other components of the Service (except if not permitted under applicable law) or (v) perform any audits, penetration testing, or make any other intrusion attempts on the Services without CorMetrix's prior written consent.
   d. <u>Beta Services</u>. We may, in our sole discretion, make certain features or functionality of the Services available in a pre-production release, beta or evaluation format at no cost to you ("Beta Services"). You are not required to use any Beta Services and they are made available AS-IS. You assume all risk associated with your use of Beta Services.

e. Feedback. You or your Users may provide feedback (including suggestions or comments for enhancements, functionality, or usability) ("Feedback") to us regarding the Services. You hereby grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable (directly and indirectly through multiple tiers), transferable right and license to copy, display, distribute, perform, modify, and otherwise use and exploit such Feedback, or subject matter thereof, in any way and without limitation.

3. Data Rights.
   a. Customer Data.
      i. Through the Services you may upload or provide access to certain datasets and information ("Datasets") and make queries and submissions ("Inputs") to generate responses and outputs ("Outputs") based on the Datasets. Collectively, we refer to the Datasets, Inputs and Outputs as "Customer Data". You (and your permitted licensors) own all right, title and interest in and to the Customer Data.
      ii. You are responsible for the accuracy, comprehensiveness and relevance of all Customer Data. While you shall have the right to determine which Customer Data you want to use in connection with Services, you will not use the Services to transmit or upload any Customer Data that violates these Terms.
      iii. You grant to CorMetrix a limited, worldwide, non-exclusive, royalty-free, non-transferable and non-sublicensable right to process, copy, perform, display, create derivative works of and otherwise use the Customer Data solely to (1) perform our obligations under these Terms including to generate Outputs and (2) improve the Services including using de-identified data within the Customer Data to train the AI Technologies incorporated into the Services. You will ensure that you possess all rights necessary to permit CorMetrix to exercise the foregoing license and you will not upload or transmit the Customer Data for which you do not possess such rights.
   b. Usage Data. CorMetrix may collect and use data that is derived from Customer's use of the Services ("Usage Data") for its own internal business and product development purposes. Customer Data is not Usage Data. CorMetrix may only disclose Usage Data in an anonymous, aggregated format that in no way identifies Customer.

4. Security and Data Protection.
   a. Security.
      i. We shall ensure that our security infrastructure and internal procedures are consistent with the industry standards for virus protection, firewalls and intrusion prevention and are designed to prevent the unauthorized access to the Services and Customer Data and the underlying systems, network, servers and applications. We shall maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of the Services and Customer Data while in our control.
      ii. We will maintain an information security program that will at a minimum require: (1) security controls to identify and protect all information and data under our possession or control; (2) employee security awareness, such as communication of all applicable security policies to, and conducting security awareness training for, our employees and agents; (3) physical security controls of our facilities; (4) protocols governing access to the Customer Data and Services and their underlying systems, network, servers and applications and specifying defined levels of access restricted to authorized employees and agents only; and (5) protocols specifying proper user authentication for all employees and agents with access to our systems, including unique access credentials and immediate revocation of any such user access upon termination of the applicable user.

           iii.   You are responsible for maintaining the security and confidentiality of your login credentials and access to your account.

    b. <u>Data Protection.</u> If the Customer Data includes any personally identifiable information or personal data (collectively, "PII") then you represent and warrant that you have complied and will continue to comply with all applicable laws (including data protection laws) pertaining to the collection, processing, use and transmission of the PII and have obtained all necessary consents and authorizations necessary for CorMetrix to process the PII in connection with providing you the Services.

5. <u>Confidentiality</u>.
   a. <u>Definition of Confidential Information</u>. Each undersigned party (the "Receiving Party") understands that the other party (the "Disclosing Party") has or may disclose or make available non-public information relating to the Disclosing Party, its business, or its operations which is designated as confidential when disclosed or which Receiving Party should reasonably understand is confidential of the Disclosing Party ("Confidential Information").
   b. <u>Protection of Confidential Information</u>. The Receiving Party agrees (i) to hold the Disclosing Party's Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Confidential Information or any information derived therefrom to any third person, except its own employees, officers, directors, agents and advisors (collectively, "Representatives") who have a need to know for the purposes contemplated herein and who are subject to binding obligations of confidentiality with respect thereto, and (iii) not to use the Disclosing Party's Confidential Information except to perform its obligations and exercise its rights under this Agreement. Any breach of this Agreement by a Representative of the Receiving Party is deemed a breach by the Receiving Party.
   c. <u>Exceptions</u>. The foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party generally available to the public, (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without access to or use of any Confidential Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided, to the extent legally permissible, the Receiving Party uses diligent reasonable efforts to notify the Disclosing Party of such requirement and works with the Disclosing Party in good faith to prevent or limit disclosure.

6. <u>Fees and Payments</u>. You will pay CorMetrix the fees set forth on the relevant Order Form ("Fees"). All Fees shall be paid in U.S. dollars. Fees are non-refundable and non-cancelable. Fees may be subscription-based, flat fees and/or usage-based. If applicable, you authorize us and our payment processors to charge the payment method designated on your account for the Fees. Fees are exclusive of any taxes that we are legally required to charge in connection with the Services.

7. <u>Term and Termination</u>.
   a. <u>Term</u>. These Terms will become effective upon your acceptance and agreement to Terms and continue until terminated as set forth below. If you acquire rights to access and use the Services pursuant to a subscription, the subscription cannot be terminated early and will automatically renew for the same duration as the original subscription term unless you or CorMetrix notifies the other party of its desire to not renew at least thirty (30 days prior to the end of the then-current subscription term.

b. Termination. This Agreement will automatically terminate if and when your rights to use the Services have expired. Either party may terminate this Agreement (i) upon written notice to the other party if such other party materially breaches this Agreement or Order Form and fails to cure such breach within fourteen (14) days of receipt of written notice thereof; provided that such cure period shall be five (5) days in the event of any material breach of Section 1; (ii) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings; (iii) upon the other party's making an assignment for the benefit of creditors; or (iv) upon the other party's dissolution or ceasing to do business.

c. Effect. Upon expiration or termination of this Agreement for any reason, (i) each of our rights and obligations will terminate; and (ii) Sections 3(b), 5, 6, 7(c), 8(c), 8(d), 10 and 11 will survive.

8. Warranties, Disclaimers and Indemnification.

   a. By CorMetrix. CorMetrix represents and warrants that the Services (exclusive of Third-Party Services) will be free of material defects and will generally operate in accordance with its documentation. As Customer's sole remedy for any breach of the foregoing warranty, we will use commercially reasonable efforts to modify the Services or correct errors in Services.

   b. By Customer. You represent and warrant that (i) the Customer Data will not infringe, misappropriate, or otherwise violate the intellectual property, privacy or other rights of any third party; and (ii) you will comply with all applicable laws, regulations, rules, and industry standards in connection with its obligations and exercise of rights under these Terms.

   c. Disclaimer of Other Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. CORMETRIX MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. CorMetrix makes no warranties or guarantees with respect to Third-Party Services.

   d. Disclaimer Regarding AI Technology. Customer acknowledges and agrees that, in addition to the limitations and restrictions set forth in this Agreement, there are numerous limitations that apply with respect to advanced technologies such as artificial intelligence, machine learning systems, and similar technology and features including large language models ("AI Technology") contained within the Services and the Outputs it generates, including that (i) the Outputs may contain errors or misleading information and may not be accurate or reliable; (ii) AI Technology can perpetuate biases that are present in the data used to train them; and (vi) AI Technology can struggle with complex tasks that require reasoning, judgment, and decision-making. You will use independent judgment and discretion before relying on or otherwise using Output from the Services including whether human review is appropriate or desirable before sharing or using any Output. Federated learning is a collaborative machine learning method where models are trained without transferring sensitive patient data to CorMetrix. Only model updates, in the form of model parameters, are shared, ensuring no direct access to raw patient data. CorMetrix will comply with all applicable data protection laws, including but not limited to HIPAA, SOC 2, and other local privacy regulations. Federated learning activities will be designed and executed to uphold these standards. Ownership of the aggregated model and any intellectual property resulting from the federated learning process will belong to CorMetrix*

   e. Notice Regarding Microsoft Azure OpenAI Service. The Services utilize the Microsoft Azure OpenAI Service. As a subprocessor for this capability, Microsoft will temporarily

store Customer Data, solely for debugging and to monitor for and prevent abusive or harmful uses or outputs of the service. Authorized Microsoft employees may review data that triggers Microsoft's automated systems to investigate and verify potential abuse. Microsoft does not use Customer Data to train, retrain, or improve Azure OpenAI Service foundation models that generate Output. You consent to Microsoft's' use and access to the Customer Data for such monitoring. Any use of the GenAI redlining capability must be in accordance with Microsoft's Azure OpenAI Code of Conduct.

f. third party or (2) pertaining to Customer's use of the Services in violation of any applicable law.

9. Limitations of Liability.

   a. No Consequential Damages. REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS, BUSINESS OR GOODWILL) ARISING FROM THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   b. Liability Cap. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

   c. Other Limitations. WITH RESPECT TO ANY SERVICES OFFERED AS BETA SERVICES, IN NO EVENT WILL CORMETRIX BE LIABLE FOR ANY AMOUNTS IN EXCESS OF $10,000. IN NO EVENT WILL CORMETRIX HAVE ANY LIABILITY FOR ANY THIRD-PARTY SERVICE.

10. Miscellaneous.

   a. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon applicable to contracts entered into and fully performed therein. Any dispute, controversy, claim, action, or proceeding arising out of, relating to or in connection with this Agreement must be brought exclusively in the courts located in Portland, Oregon. The prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees and court costs incurred in connection therewith, in addition to any other relief it may be awarded from the other party. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and shall have no force or effect and the English version shall govern and control in all respects. All proceedings related to this Agreement shall be conducted in the English language. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply to this Agreement.

   b. Relationship of Parties. The parties hereto are independent contractors as to each other and nothing in the Agreement shall give rise to a partnership, joint venture, or other relationship between the parties. Neither party is authorized to make commitments on behalf of or otherwise bind the other party without the prior written consent of that party.

   c. Notices. Notices given under this Agreement shall be given in writing and delivered either by hand, registered or certified mail, email (with receipt of acknowledgment), or courier (including overnight delivery or other express mail delivery service (all delivery charges pre-paid)) to the addresses set forth on the Order Form (or as otherwise designated by a party.

   d. Entire Agreement. This Agreement includes all documents and policies referenced herein and collectively they set forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties.

   e. Assignment. Each party ("Assigning Party") may not, in whole nor in part, assign, transfer, sell, sublicense or otherwise dispose of any of its rights or obligations under this

Agreement, whether by operation of law or otherwise, to any third-party, without the prior written consent of the other party. Notwithstanding the foregoing, the Assigning Party may assign, without prior written consent, its rights and obligations hereunder to a successor in interest by reason of merger, acquisition, or consolidation or sale or other disposition of all or substantially all of the stock, assets or business of the Assigning Party relating to that portion of the business to which this Agreement pertains.

f. <u>Force Majeure</u>. Other than for the payment of Fees, neither party shall be responsible for any delay in performance or failure to meet its respective obligations under this Agreement that is caused, directly or indirectly, by any event beyond the such party's reasonable control including, but not limited to, fire, flood, explosion, earthquake, strike, embargo, act of terrorism, war, general labor disputes or other act of God (collectively, "Force Majeure"). A party impacted by a Force Majeure shall notify the other party promptly, take reasonable steps to mitigate the impact of the Force Majeure, and recommence performance as soon as reasonably practical after the cessation of the Force Majeure.

g. <u>Severability</u>. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if such provision never existed.

h. <u>Waiver and Amendments</u>. No waiver, amendment, alteration or modification of any provision of this Agreement shall be effective unless authorized signatories of both parties consent to it in a writing that references this Agreement. No failure or delay by either party in exercising any rights, powers, or remedies under this Agreement shall operate as a waiver of any such right, power, or remedy.