

Master Service Terms and Conditions

These Master Service Terms and Conditions (this "Agreement") are by and between PierianDx, a Delaware corporation, having its principal offices at 6 Cityplace Dr, Suite 550, Creve Coeur, MO 63141 ("Company" or "PierianDx") and the entity identified as "Customer" on an Ordering Document and shall apply to all sales of products and/or services as set forth in an Ordering Document. Any purchase of products or Services by Customer under an Ordering Document shall be subject to the terms and conditions set forth herein to the extent that no other applicable written agreements have been explicitly entered into.

Company and Customer may be referred to individually as a "Party" and collectively as the "Parties".

Background:

WHEREAS, Company has developed certain Software for clinical sequencing services for research and patient care; and

WHEREAS, Customer is desirous of using the Software as a service provided by Company; and

WHEREAS, Customer would like to engage and retain Company as a provider for various services to be performed by the Company on behalf of Customer.

NOW, THEREFORE, in consideration of the mutual covenants and premises, and other valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions:

1.1. "Authorized Users" means Customer's employees, consultants, representatives, contractors, and agents (a) who are authorized by Customer to access and use the SaaS under the license and rights granted to Customer pursuant to this Agreement; and (b) for whom access to the SaaS has been purchased hereunder (including under any Ordering Document).

1.2. "Company Materials" shall mean any specifications, documentation, information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any technical or functional descriptions, or reports, that are provided or used by

Company in connection with the Services or otherwise comprise or relate to the Services or Company information technology systems.

1.3. "Effective Date" shall mean the date identified in an Ordering Document.

1.4. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.5. "Permitted Use" means any use of the SaaS by an Authorized User for Customer's ordinary course internal business operations as set forth in this Agreement.

1.6. "Protected Health Information" or "PHI" means individually identifiable health information, whether oral or recorded in any form or in any medium and, where applicable includes the term "electronic Protected Health Information" or "ePHI".

1.7. "SaaS" shall mean both the Software as a Service (including any Software accessed through the CGW, defined below) as specified in Exhibit A and the other Services provided by Company to Customer as specified in Exhibit B, each as attached hereto and incorporated herein.

1.8. "Schedule" shall mean the specified Schedule as attached to any Ordering Document.

1.9. "Services" shall mean (a) with respect to Customer's access to and use of the SaaS, those services set forth in Exhibit A and Exhibit B attached hereto and (b) with respect to other professional services to be provided by Company to Customer under this Agreement, (including, but not limited to, validation services, implementation services, interpretation services and/or professional services) those services set forth in Schedule B to the Ordering Document.

1.10. "Software" shall mean all computer programs, databases, and tools collectively known as the Clinical Genomics Workspace ("CGW") to be operated from Company servers to provide the Services to Customer under this Agreement.

1.11. "Term" has the meaning set forth in Section 4 hereof, which shall commence on the Effective Date and continue until termination of this Agreement in accordance with the terms and conditions hereof.

2. SaaS License and Services:

2.1. During the Term of this Agreement and subject to the terms and conditions set forth herein, Company shall provide Customer and its Authorized Users with access to and use of the SaaS.

2.2. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Company hereby grants Customer:

2.2.1 a non-exclusive, non-transferable license and right to access and use the SaaS during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein, limited to Customer's internal use; and

2.2.2 a nonexclusive, fully paid-up, worldwide right and license to use, modify and distribute Company's training materials to Authorized Users solely for the purpose of Customer and its Authorized Users using the SaaS pursuant to this Agreement. Customer is not authorized to use, modify, or distribute any Company training materials in connection with any use other than the SaaS pursuant to this Agreement. During the Term of the Agreement Company will only provide digital copies of any Company training materials, which Customer may, in turn, replicate and distribute as needed to fulfill its operational needs in connection with accessing and using the SaaS pursuant to this Agreement.

2.3. Company has and will retain sole control over the operation, provision, maintenance, and management of the Company Materials. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, Customer's information technology systems, and Customer shall also have sole responsibility for all access to and use of the Company Materials by any person or entity by or through Customer's information technology systems or any other means controlled by Customer or any Authorized User, including any (i) information, instructions, or materials provided by any of them to access and use Services; (ii) results obtained from any use of the SaaS or Company Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the SaaS, Company Materials, or materials owned or controlled by third parties, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the SaaS and Company Materials are and will remain with Company (and with the respective applicable rights holders for the applicable third-party materials), and any rights not granted to Customer herein are reserved by Company.

2.5. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer data and information (including PHI) as are necessary or useful to Company (and its employees and contractors) to enforce this Agreement, exercise Company's rights and perform Company's obligations hereunder.

2.6. Company reserves the right, in its sole discretion, to make any changes to the SaaS and Company Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Company's services to its customers, (ii) the competitive strength of or market for Company's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

2.7. Customer shall not, and shall not permit any other person or entity to, access or use the SaaS or Company Materials except as expressly permitted by this Agreement. Without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

2.7.1 copy, modify, or create derivative works or improvements of the SaaS or Company Materials;

2.7.2 rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any SaaS or Company Materials to any person or entity other than an Authorized User, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

2.7.3 reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the SaaS or Company Materials, in whole or in part;

2.7.4 bypass or breach any security device or protection used by the SaaS or Company Materials or access or use the SaaS or Company Materials other than by an Authorized User through the use of his or her own then valid access credentials;

2.7.5 input, upload, transmit, or otherwise provide to or through the SaaS or Company Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any computer, software, firmware, hardware, system, or network, or any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby, or (ii) prevent any person or entity from accessing or using the SaaS or Company information technology systems as intended by this Agreement;

2.7.6 damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SaaS, Company information technology systems, or Company's provision of services to any third party, in whole or in part;

2.7.7 remove, delete, alter, or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the SaaS or Company Materials, including any copy thereof, except as expressly permitted hereunder;

2.7.8 access or use the SaaS or Company Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party or that violates any applicable law;

2.7.9 access or use the SaaS or Company Materials for purposes of competitive analysis of the SaaS or Company Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Company's detriment or commercial disadvantage;

2.7.10 download, distribute, install or otherwise redistribute the Software in any form not explicitly covered by this Agreement; or

2.7.11 otherwise access or use the SaaS or Company Materials beyond the scope of the authorization granted under this Agreement.

2.8. SaaS Customization. Customer acknowledges that Company provides the SaaS "AS IS" and "AS DELIVERED". Customer receives no rights to customize or modify the SaaS in any way. Customer assumes all responsibility to review all features included in the SaaS prior to signing this Agreement.

2.9. SaaS Support. All the support Services incorporated into the SaaS by Company are set forth in more detail in the Service Level Agreement attached as Exhibit B hereto ("Support Services"). Support Services shall be the only Services Company provides with respect to SaaS support. Additional requested Services are not required and will only be performed if and as set forth in Schedule B of an Ordering Document.

2.10. SaaS and Software Location. If Customer is located outside of the United States, Customer confidential data will be stored and processed at Amazon Web Services ("AWS") within the European Union, and if Customer is located within the United States of America ("U.S."), Customer confidential data will be stored and processed at Amazon Web Services ("AWS") within the U.S.

2.11. Third Party Licenses. Certain content contained in the SaaS and its associated knowledgebase is subject to the third party licensors' sublicense or use terms set forth in Exhibit C – Third Party Content License Terms ("Third Party Terms"). Customer hereby accepts such Third Party Terms.

2.12. Customer Responsibility for Use of Services. CUSTOMER ACKNOWLEDGES THAT THE PROVISION OF PROPER CARE TO CUSTOMER'S PATIENTS IS SOLELY CUSTOMER'S RESPONSIBILITY AND THAT THE SERVICES ARE DESIGNED TO BE USED IN CONJUNCTION WITH OTHER PROCESSES AND PROCEDURES TO PROVIDE PROPER CARE. THE SERVICES ARE INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, NURSES, PHARMACISTS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CASE. CUSTOMER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONALS PROVIDING PATIENT CARE SERVICES AND NOT WITH COMPANY. CUSTOMER TAKES FULL RESPONSIBILITY FOR THE USE OF INFORMATION PROVIDED BY THE SERVICES IN PATIENT CARE AND

ACKNOWLEDGES THAT THE USE OF THE SERVICES IN NO WAY IS INTENDED TO REPLACE OR SUBSTITUTE FOR PROFESSIONAL JUDGMENT. COMPANY DOES NOT ASSUME ANY RESPONSIBILITY FOR ACTIONS OF CUSTOMER WHICH MAY RESULT IN ANY LIABILITY OR DAMAGES DUE TO MALPRACTICE, FAILURE TO WARN, NEGLIGENCE OR ANY OTHER BASIS.

3. **Payment:**

3.1. Pricing. Customer shall make payments to Company for the SaaS and other Services as applicable as set forth in the pricing schedule included in Schedule A of the Ordering Document.

3.2. Payment Terms. Except as otherwise stated in an Ordering Document; (a) all initial payments, if applicable, are due on the Effective Date; and (b) all remaining Fees shall be invoiced as specified in Schedule A. All payments shall be due within thirty (30) days of receipt of an invoice by Customer.

3.3. Fees. The applicable Fees due to Company by Customer shall remain the same throughout the applicable Term of the Agreement. Company reserves the right to increase its Fees at the end of each then current Term. Notice of any Fee changes shall be provided by Company to Customer no less than forty-five (45) days prior to the end of the then applicable Term.

3.4. Payments required in accordance with this Agreement do not include taxes, duties, tariffs, levies and similar assessments, including any value-added taxes (VAT). All invoices issued to Customer will include applicable required taxes, and Customer is responsible for the payment of all such charges imposed. Customer agrees to indemnify Company for all applicable non-income taxes relating to the Services and any other products or materials provided, including, without limitation, those which may subsequently become due as a result of any (i) tax law changes, (ii) changes in interpretation of existing tax law, and (iii) tax audits. If Customer is a tax-exempt entity, Customer shall provide certificate of exemption upon execution of this Agreement and Company will not charge Customer any taxes from which it is exempt.

4. **Term and Termination:**

4.1. Initial Term. Except as otherwise specified in an Ordering Document, the applicable Term for this Agreement shall be for an initial thirty-six (36) month

contractual term of service ("Initial Term") which shall commence upon the Effective Date. If an Initial Term is set forth in an Ordering Document then such Initial Term shall apply to this Agreement in its entirety, including any subsequent Ordering Documents that may be executed by the Parties, unless otherwise amended through execution of a formal amendment to this Agreement.

4.2. Renewal. At the conclusion of the Initial Term or a Renewal Term, if neither party has terminated this Agreement by giving the other party at least thirty (30) days advance written notice, this Agreement shall automatically renew for a successive twelve (12) month period (a "Renewal Term"). The Initial Term and each Renewal Term are individually and collectively referred to herein (as the context dictates) as the "Term". Fees due during a Renewal Term may be subject to increase provided that Company provides Customer with written notice of such increase no less than forty-five (45) days prior to the end of the then current Term.

4.3. Termination for Breach. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and does not cure such material breach within thirty (30) days of receiving written notice from the other Party reasonably describing the alleged breach and the corrective action requested, if any. An example of a material breach includes, failure by Customer to make timely payment of Fees due under this Agreement.

4.4. Termination for Other. Either Party may terminate this Agreement in the event that the other Party has become bankrupt, lost a relevant business license, been placed on the Office of Inspector General's List of Excluded Individuals/Entities, or is under investigation by the Office of Inspector General. When terminating the Agreement under this Section 4.4, the terminating Party shall provide written notice to the other Party of same, and the termination shall be immediately effective once such written notice is provided.

4.5. Effect of Termination. Upon termination or expiration of this Agreement, Company shall cease to provide the SaaS to Customer and Customer's non-exclusive license to access and use the SaaS shall end. However, the termination or expiration of this Agreement shall not affect Company's or Customer's rights or obligations that expressly or by their nature continue and survive (including without limitation, the BAA, the payment terms and provisions concerning ownership, confidentiality, limitation on liability, indemnity, and warranty disclaimers).

4.6. Remedies. Notwithstanding anything in this Agreement to the contrary, where a breach of certain provisions of this Agreement may cause either Party irreparable injury or may be inadequately compensable in monetary damages, either Party may seek equitable relief in addition to any other remedies which may be available. The rights and remedies of the Parties in this Agreement are not exclusive unless otherwise set forth and are in addition to any other rights and remedies available at law or in equity.

4.7. Limitation on Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY ARISING OUT OF OR RELATING TO THE SAAS OR SERVICES PURSUANT TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE PRECEDING 12 MONTHS PURSUANT TO THIS AGREEMENT GIVING RISE TO THE INCIDENT, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. COMPANY HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

4.8. Exclusion of Consequential and Related Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

5. Confidential and Proprietary Information:

5.1. In the performance of this Agreement, each Party may have access to confidential, proprietary or trade secret information owned or provided by the other Party relating to software, object code, source code, PHI, patient data, assay data, financial information, specifications, as well as the operations, business plans, employees, patients, financial positions, research results, and other data ("Confidential Information"). Each Party shall (i) presume the information provided to

it by the other Party is Confidential Information unless specified otherwise in writing by the providing Party and (ii) for the Term of this Agreement and for a period of five (5) years after the termination of this Agreement, or such longer period as required by law, maintain the confidentiality of all such information. Confidential Information provided by one Party to another pursuant to this Agreement shall remain the exclusive property of the providing Party. The receiving Party shall maintain such Confidential Information strictly in confidence and only use such Confidential Information for the purposes of this Agreement. The receiving Party shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party except as may be required for fulfillment of this Agreement. Neither Party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party; or (ii) was previously known to the receiving Party prior to its relationship with the providing Party or rightly received by a receiving Party from a third party. Neither Party shall disclose such Confidential Information to any unauthorized person except with the express written permission of the Party who originally produced the information or as required by law.

5.2. Customer Information Content

5.2.1 GDPR Data Processing Addendum. If Customer is located outside of the United States of America, or handles data from citizens of the European Union, both parties will comply with the Data Processing Addendum (as amended by the Company from time to time), located at <http://info.pieriandx.com/dpa> (the "Data Processing Addendum" or "DPA") and all Data Protection Laws as such term is defined therein. By entering into this Agreement Customer and Company agree to the terms of the Data Processing Addendum, which are in addition to any provisions in this Agreement relating to the use of personal data (including, without limitation, the privacy of electronic communications). Any word or term used in this Section 5.2.1 that is defined in Data Protection Laws will have the meaning given to it in such Data Protection Laws.

5.2.2 HIPAA Compliance. If Customer is located within the United States of America and provides to Company Protected Health Information as defined in and protected by the Health Insurance Portability and Accountability Act of 1996 and its relevant regulations (collectively "HIPAA") in the performance of the Services, Customer and Company agree to be bound by the terms

of the Business Associate Agreement located at <http://info.pieriandx.com/baa>, or otherwise executed by the Parties (the "Business Associate Agreement" or "BAA"). All Customer data (including Patient Health Identifiers and Patient Identifiable Information) managed by Company shall be protected and held confidentially as set forth in the BAA.

5.2.3 Without limiting the generality of Section 5.2.1 or Section 5.2.2 Customer will ensure that it has all necessary and appropriate consents and notices in place to enable the lawful transfer of the personal data to the Company for the duration and purposes of this Agreement.

5.2.4 The Company may, at any time on not less than 30 days' notice, revise this Section 5.2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

5.2.5 Company shall have a non-exclusive right to share Customer-developed clinical genomic assay design details and associated information with other licensees ("Clinical Assay Information"). The sharing of Clinical Assay Information is to cross-enable CGW licensees in their ability to offer clinical genomic assays for clinical operations or patient care purposes. Content sharing includes, but is not limited to, genes and genomic coordinates covering the assayed DNA sequence, published knowledgebase annotations, clinical interpretations published by Customer, and analytical pipelines utilized in an assay ("Components").

5.2.6 Company shall have the right to aggregate and publish select elements of Customer data, none of which, either individually or collectively, can be used to identify a patient or individual, related to diagnosis and other phenotypic and medical data including outcomes across customer sites ("Data Aggregation"). All data used in the aggregate shall not contain any Customer patient health information; and all use or sharing of aggregated information shall fully comply with HIPAA and all other applicable laws, rules, and regulations.

5.3. Intellectual Property

5.3.1 Generally. Intellectual property owned by the Parties prior to the Effective Date of this Agreement shall remain with those Parties.

5.3.2 Publication. Company agrees that any scientific publication relating to the results of Company's Services performed hereunder for Customer will be in the form of a jointly authored manuscript (Company and at least Customer employee) to be published in a scientific peer-reviewed journal.

6. Warranties:

6.1. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND FOR THE SAAS OR SERVICES, WHETHER EXPRESS OR IMPLIED AND HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SAAS OR SERVICES, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY CUSTOMER OR FOR ANY NON-DELIVERIES OR SERVICE INTERRUPTIONS EXCEPT AS OUTLINED IN AN ORDERING DOCUMENT. USE OF ANY INFORMATION OBTAINED BY WAY OF COMPANY OR THE SAAS IS AT CUSTOMER'S OWN RISK, AND COMPANY SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION, OR RESULTS, OBTAINED THROUGH THE SAAS.

6.2. PIERIANDX MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF THE COMPLETENESS OR ACCURACY OF ANYTHING IN THE ANY SCIENTIFIC CONTENT, INTERPRETIVE SERVICES OR EVALUATION PROVIDED UNDER THE AGREEMENT. CUSTOMER ACKNOWLEDGES THE LIMITATIONS AND EXCLUSIONS OF WARRANTIES IN THE AGREEMENT, AND CUSTOMER'S EXCLUSIVE RESPONSIBILITY FOR USE OF THE SERVICES.

6.3. Connection speed represents the speed of an end-to-end connection. Company does not provide any warranties or guarantees of speed or availability of end-to-end connections for the SaaS.

6.4. Uptime Warranty. Company warrants the performance of the SaaS as specified in Exhibit B. COMPANY EXPRESSLY LIMITS ITS DAMAGES TO CUSTOMER FOR ANY NON-ACCESSIBILITY TIME OR OTHER DOWN TIME FOR THE SAAS TO THE PRO-RATA MONTHLY CHARGE DURING THE SYSTEM UNAVAILABILITY. THIS IS COMPANY'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY IN THE EVENT OF NON-ACCESSIBILITY TIME OR OTHER DOWN TIME FOR THE SAAS. FOR THE AVOIDANCE OF DOUBT, COMPANY DISCLAIMS ANY RESPONSIBILITIES FOR INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH UNAVAILABILITY.

6.5. Trademarks.

6.5.1 Customer warrants that Customer has the right to use any applicable trademarks or copyrighted materials that Customer integrates into or uses in connection with the SaaS.

6.5.2 The phrase "Powered by PierianDx", or some variation thereof as mutually agreed, must be included on any clinical report generated by Customer resulting from Customer's use of the SaaS, or any related report template created by or for Customer including any variation thereof.

6.6. Mutual Warranties. Each Party represents and warrants to the other Party that (i) it is organized and validly existing under the laws of the state of its formation and has the requisite authority to enter into this Agreement and perform its respective obligations hereunder, (ii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered a proceeding at law or in equity), (iii) its execution, delivery, and performance of this Agreement does not conflict with any other agreement to which it is bound, and (iv) the persons signing this Agreement through an Ordering Document on behalf of such Party are authorized to bind their respective Party by their signatures below.

6.7. Compliance with Applicable Laws. Company hereby represents and warrants that it and all of its employees, personnel and independent contractors involved in the performance of the Services (i) hold any applicable licensure or certification required to perform

the Services, (ii) have not been convicted of a criminal offense related to health care (and are not currently under investigation for such a crime), or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List. Company shall give Customer immediate notice should any circumstances arise which would make this representation no longer valid, and in such case, at Customer's discretion, Customer may terminate this Agreement without penalty.

7. **Disaster Recovery:**

7.1. Company shall maintain a disaster recovery plan (the "Business Continuity and Disaster Recovery Plan") with respect to the SaaS provided to Customer under this Agreement. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the SaaS in which Company concludes, using reasonable judgment, requires relocation of hosting to a recovery location. In the event of a Disaster, Company will notify Customer as soon as reasonably possible after Company deems a SaaS outage to be a Disaster and will take reasonable steps to recover expeditiously as possible.

8. **Data Return:**

8.1. Upon any termination of this Agreement and Customer satisfying all payment obligations, Company shall (i) return and deliver to Customer all of Customer's data, including, but not limited to, Protected Health Information, contained on Company's computers, (ii) provide this return and delivery to Customer for no additional charge on a mutually agreeable date not to exceed thirty (30) days after the termination date and in a mutually agreeable format, and (iii) attest that such data has been removed from Company computers.

9. **Security:**

9.1. Data Security. Access by Company personnel to Customer data will be limited to those personnel performing obligations under this Agreement or support thereof, or administrative services such as auditing or security. Company shall maintain current security patches for the SaaS.

9.2. Server Security.

9.2.1 Company shall ensure that system and database administrator accounts having access to Customer data are restricted to authorized personnel having a legitimate need to access such information.

9.2.2 Company shall keep all Customer data behind a firewall and only keep required ports open to such Customer data as necessary.

9.2.3 Company shall install, or ensure use of, current, commercially appropriate anti-virus software on all servers and equipment used to provide SaaS to Customer. Company shall maintain current and commercially appropriate anti-virus protections, including updating signature files on a regular basis.

9.2.4 Company shall limit, through the application, access to any database containing Customer data and must document all other access methods to any database containing Customer data.

9.2.5 Company shall employ a commercially reasonable network-based intrusion detection system.

9.3. Physical Security. Company shall employ physical controls in any server environment related to the SaaS under this Agreement, including uninterruptible power supplies, locks, intrusion alarms, fire detection and suppression, and water detection. Company shall, once in each calendar year, test/inspect each such physical control employed.

9.4. Encryption. Company shall utilize encryption of at least 128-bit SSL for all data transmissions in transit or such other standard as necessary to render all data transmitted as reasonably "secured."

9.5. Security Patches. Company shall develop and follow a documented policy for applying security patches and major system upgrades and enhancements to database, web, and application servers. Such policy shall be provided to Customer upon request.

10. Assignment or Transfer of Agreement:

10.1. Neither Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the non-transferring Party, except that a transferring Party is permitted to assign this Agreement pursuant to a sale of all or substantially all assets of the transferring Party provided that the receiving party agrees in writing to assume all obligations of the

transferring Party in this Agreement. Any attempted assignment or delegation in violation of the foregoing is void. This Agreement is binding upon the Parties and their successors and permitted assigns.

11. Independent Contractors:

11.1. Company (including Company's employees) is acting as an independent contractor in performing the Services hereunder. While Company shall adhere to the specifications and standards included by Customer in this Agreement, Customer will have no right to control or direct the details, manner, or means by which Company performs the Services, and Company will determine the means and methods of performing and accomplishing the Services. Nothing contained herein or done in pursuance of this Agreement shall create or establish any relationship of employer/employee between the Parties, enter the Parties into a joint venture or partnership, or authorize any Party to act as the agent for the other for any purpose or in any sense whatsoever, and neither Party will have the right to make any warranty or representation to such effect. Company shall be solely responsible for the following for its employees: (i) federal and state income tax withholding; (ii) social security (FICA) taxes; (iii) unemployment insurance; (iv) any disability insurance contributions; and (v) workers compensation insurance payments.

12. Indemnification:

12.1. Customer Obligations. Customer shall indemnify, defend and hold harmless Company from and against any claim, cause of action, suit or proceeding (each a "Claim") made or brought against Company by a third party arising out of or attributable to Customer's use of the SaaS or Services (other than expressly set forth in Section 12.2 below), and shall indemnify Company for any damages finally awarded against, or approved settlements reached, and for all costs, including but not limited to reasonable attorney's fees incurred by Company in connection with the Claim, on condition that Company (i) promptly gives Customer written notice of the Claim, (ii) gives Customer sole control (provided that Customer may not settle any Claim which admits liability by Company without written permission from Company and under the condition that the settlement unconditionally releases Company of all liability and fault), (iii) waives confidentiality as to such Claim and (iv) provides reasonable assistance in connection with the defense (at Customer's reasonable expense).

12.2. Company Obligations. Company shall indemnify, defend and hold harmless Customer from and against

any Claim made or brought against Customer by a third party alleging that (i) Customer's use of the SaaS infringes or misappropriates the intellectual property rights of a third party or violates applicable law, or (ii) the death or bodily injury of any person or property damage is caused by the fault or negligence of Company or its affiliates or its or their respective employees or contractors. Company shall indemnify Customer for any damages finally awarded against, and for costs, including but not limited to reasonable attorney's fees incurred by Customer in connection with the Claim, on condition that Customer (a) promptly gives Company written notice of the Claim, (b) gives Company sole control of the defense of the Claim, (c) gives Company sole control to retain the attorneys to be used for the defense of the Claim, (d) waives confidentiality as to such claim, (provided that Company may not settle any Claim which admits liability by Customer without written permission from Customer and under the condition that the settlement unconditionally releases Customer of all liability and fault), (e) gives Company sole control of the settlement of the Claim, and (f) provides reasonable assistance in connection with the defense (at Company's reasonable expense).

12.3. Exclusive Customer Remedy. If a Claim is brought or threatened in connection with Section 12.2 or Company believes such a Claim is likely to occur, Company may, at its option, and in its sole discretion (i) procure for Customer the right to use the Services or Software, (ii) replace the Services or Software with other suitable services or software, or (iii) refund any prepaid fees that have not been earned and terminate this Agreement upon notice; this is Customer's sole and exclusive remedy for an actual or threatened claim of infringement.

12.4. Limitation. Company shall have no liability under this Agreement or otherwise to the extent any Claim is based upon (i) use of SaaS or Software in combination with software, hardware, or technology not provided by the Company, if infringement would have been avoided in the absence of the combination, (ii) modification to the SaaS or Software not made by Company, if infringement would have been avoided in the absence of the modification, (iii) use of any version other than a current release of the SaaS or Software, if infringement would have been avoided by use of a current release, or (iv) any action or omission of Customer for which Customer is obligated to indemnify Company under this Agreement.

13. Dispute Resolution:

13.1. The Parties shall use their best efforts to settle, in a fair and reasonable manner, any dispute, claim, or controversy arising in connection with this Agreement (individually and collectively, a "Dispute") promptly by negotiation between executives who have authority to settle the controversy.

13.2. If settlement is not reached within ninety (90) days after written notice of the Dispute is provided to the other Party, any unresolved Dispute shall be settled and resolved by binding arbitration in accordance with the then existing streamlined arbitration rules and procedures of the Judicial Arbitration and Mediation Service. Each Party shall bear its own costs of arbitration. Arbitration hearings shall be conducted in the jurisdiction selected by the Party defending any action brought hereunder, and the award rendered by the arbitrators shall be final and binding on the Parties, and judgment on such award may be entered by either Party in any court of competent jurisdiction.

13.3. Except as may be required by applicable law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party. Evidence of conduct, information disclosed, communications or any statement made in the course of settlement discussions or arbitration hereunder is privileged and not admissible as an admission or statement against interest, and is confidential to the fullest provided by law; provided, however, that evidence or information that is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or use in settlement discussions or mediation.

13.4. Any Party may, without affecting its right or obligation under this Section 13, seek whatever equitable remedies that may be available to such party under this Agreement and applicable law.

13.5. If arbitration proceedings are commenced to resolve the Dispute, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

14. Medicare Disclosure/Access to Records:

14.1. If required by law, the Comptroller General of the United States, Department of Health and Human Services (DHHS), or their duly authorized

representatives shall have access to this Agreement and records for all periods of time covered by this Agreement as necessary to verify the nature and extent of costs of products and/or services provided by Company and included in Customer's cost report to the Centers for Medicare and Medicaid Services (CMS), during the Term and for a period of four (4) years thereafter. Such access shall be provided in accordance with the Omnibus Reconciliation Act of 1980, as amended. If Company utilizes the services of a subcontractor to perform its obligations under this Agreement and such services are valued at \$10,000 or more for a period of twelve (12) months, Company is required to include an access to records clause in its contract(s) with such subcontractor(s). This provision will survive termination of this Agreement for any reason.

15. General:

15.1. Marketing. During the Term, Company may include and use Customer's name on a list of customers and may refer to Customer as a user of the SaaS in its sales, advertising, marketing, promotional and investor materials. Company may issue a press release announcing the relationship, provided that Company receives Customer's prior written approval of the release.

15.2. Ordering Documents. Individual ordering documents (whether styled as a purchase order, work order, statement of work or similar document, collectively, "Ordering Documents") will be executed under this Agreement to constitute an order for SaaS products or Services. No Ordering Document is binding or enforceable against the Company unless and until it is signed by a duly authorized representative of the Company. Any additional or different terms proposed by Customer that are not in an Ordering Document executed by the Company (including any terms contained in any document or terms incorporated by reference into any Customer purchase order) are objected to and rejected by the Company. Schedule A, and Schedule B if applicable, as referenced in this Agreement will be attached to each Ordering Document (each, a "Schedule"). Additional Schedules may be attached to any Ordering Document. This Agreement and any Ordering Document will control over terms contained in any purchase order, quote or proposal, or invoice.

15.3. Order of Precedence. This Agreement, each Ordering Document, and all Schedules and attachments thereto, shall be construed to be in harmony to the

fullest extent possible. To the extent that there are any inconsistencies or contradictions between the Agreement and any Ordering Document, and any Schedule or attachment thereto, the Ordering Document (and its Schedules and/or attachments) shall take precedence over this Agreement. Any superseding provision shall only be applicable to, and only be effective for, the particular Ordering Document or Schedule, as applicable, and shall not affect any other portion of this Agreement, or any other Ordering Document or Schedule, or the subject matter thereof.

15.4. Amendments and Modifications. No addition to or change in the terms of this Agreement will be effective or binding on either of the Parties unless reduced to writing that identifies itself as an Ordering Document or an Amendment to this Agreement and that writing is signed by the duly authorized representative of each Party.

15.5. Force Majeure. Except for the payment of money, neither Party shall be liable for any default or delay in the performance of this Agreement if and to the extent such default or delay is caused by an event (including fire, flood, terrorism, pestilence, earthquake, elements of nature or acts of God, riots, or civil disorders) beyond the reasonable control of such Party.

15.6. Waiver and Severability. If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. A failure by any Party to exercise a right or power conferred upon it in this Agreement (or any delay in exercising such right or power) shall not operate as a waiver of any such right or power.

15.7. Choice of Law. This Agreement and any disputes arising hereunder shall be governed by the laws of the state of Missouri, United States of America, and except as otherwise provided in Section 13, venue in any Dispute shall lie in the state and federal courts of St. Louis County, Missouri.

15.8. Entire Agreement. This instrument comprises the entire agreement and understanding of the Parties relating to the subject matter of the Agreement and cancels or supersedes any prior oral or written communications or agreements concerning such subject matter, except as may be specifically provided otherwise herein. This Agreement incorporates by reference and includes as an integral part of this Agreement (i) each Ordering Document to this

Agreement, including any Schedules or schedules thereto and (iii) the Data Processing Agreement and each other document incorporated by reference into any of the foregoing, to the same extent as if each of them were set forth verbatim herein.

15.9. This Agreement shall be considered executed by the Parties through the mutual execution of an Ordering

Document. Each signed counterpart of an Ordering Document may be delivered by a Party to the other Party electronically (including by e-sign, facsimile, or a PDF attachment to an email) and such counterpart shall have the same effect as an original signature. The originals are valid counterparts of each other. If this Agreement is translated into any other language, the English version shall control.

Exhibit A – SaaS Specification:

Services included in the SaaS are as described below. Only the Services specified in Schedule A of an Ordering Document will be performed as part of that Ordering Document.

1. Clinical Genomics Workspace (CGW)

- a. Access to analytical bioinformatics pipelines available in the Software for use in processing Customer data.
- b. Access to compute resources where analytical pipelines will be executed.
- c. Automated job scheduling, orchestration, execution, and reporting of results and logs in the Software.
- d. Access to freely and commercially available databases to annotate and classify variants. Where applicable and where Customer has met possible third party commercial database vendor license and other requirements, access to such commercial databases.
- e. Access to the Company's curated published knowledgebase information and clinical interpretations as part of a case review and sign out.
- f. Transfer of processed data and resulting files back to customer servers via PierianDx supported mechanisms.
- g. Implementation of the assays in Schedule A with a standard PierianDx reporting template. Report customizations not within the scope of PierianDx supported offerings will incur an additional charge.
- h. The SaaS supports the English language only.

Exhibit B – Maintenance & Support Services and Service Level Agreement

Maintenance, and Support

1. Company shall provide support and customer service by assisting Customer with support for the following activities:
 - Email-based support to troubleshoot technical issues or address questions on the use of the application.
 - Phone-based support to troubleshoot technical issues or address questions on the use of the application.
 - Company-defined software updates, bug fixes, external variant annotation database updates, and genome annotation updates.
 - Ongoing maintenance and support of a GDPR compliant AWS infrastructure.
2. Company will respond to all requests within 8 hours during normal business hours (Monday-Friday, 8:00am CT – 5:00pm CT), acknowledging receipt of the issue and escalating to the appropriate technical resources for resolution.
3. For sales made through a PierianDx channel partner, such channel partner will provide initial helpdesk email and phone technical support (“Level 1”) for implementations supporting the assays outlined in Schedule A of each applicable Ordering Document, and will escalate any issues to PierianDx as required.
4. Maintenance and support services for the SaaS will only be provided for the current release generally available and the two latest versions prior to the current release, (“N-2”). Company shall have no responsibility or liability for versions older than N-2.

Service Level Agreement (SLA)

1. Company shall guarantee 99% monthly uptime with respect to the Service provided to Customer. In the event Company is not able to provide 99% service uptime, averaged over each quarterly period, then Company will credit Customer's account prorated charges to be applied towards the next month's Subscription Fee, based on the following range:

Availability Percentage Achieved	Percentage Monthly Service Credits
98.5% - 98.9%	2%
98.0% - 98.4%	4%
97.5% - 97.9%	6%

2. The foregoing service credits shall be Customer's sole remedy and Company's sole liability for any failure to achieve service uptime as provided above.
3. Company has no obligation to issue any service credit unless: (i) Customer reports the service failure to Company promptly on becoming aware of it; and (ii) requests such service credit in writing within five (5) days of the service level deficiency.
4. Notwithstanding the above, Company shall be entitled to schedule up to 12 hours of downtime every month for maintenance. Company shall schedule any such downtime during off-peak hours (between 10:00 PM and 6:00 AM ET) on weekdays or on weekends and shall provide Customer with at least 48 hours advance notice.
5. Without limiting the foregoing, if in any Term Year the quarterly availability is 97.5% or less or if in the event Customer's system was unavailable for three (3) or more non-consecutive periods of greater than 24 hours each during the calendar month, Customer will have the right to terminate this Agreement for material breach in accordance with Section 4 of this Agreement.

6. The remedies set forth in this section shall not apply if unavailability of Company's Service is due to Customer's equipment, Customer's software, Customer's access connections (including Customer's Internet service provider (ISP), Customer's local telephone company and Customer's power company), or events of force of nature.

Exhibit C – Third Party Content License Terms

Licensed Content	Third Party License Terms
Online Mendelian Inheritance in Man® ("OMIM") database content	Sublicense Agreement located at https://info.pierian.com/omimterms