These General Terms and Conditions (the "*Agreement*") are made and entered into between Komodo Health, Inc., a Delaware corporation and its affiliates ("*Komodo*") and the counterparty set forth in the applicable Order Form referencing this Agreement ("*Customer*" and together with Komodo, each a "*Party*" and collectively, the "*Parties*"). This Agreement is entered into as of the date of first execution of an Order Form between Komodo and Customer. In the event of a separate executed agreement between Komodo and Customer, the terms and conditions of the separate agreement shall prevail, Section 18 of this Agreement notwithstanding.

1. SERVICE.

1.1. For the purposes of this Agreement, the following definitions shall apply: "*Komodo Data*" shall mean certain data licensed, collected, or created by Komodo from various sources. Komodo Data includes but is not limited to de-identified patient information data and healthcare provider data, clinical data, publications, clinical trials, open payments (Sunshine Act) and healthcare provider demographic data (including healthcare provider specialty and provider organization affiliations) which Komodo processes, supplements, aggregates, and/or maintains in the Komodo database and makes available to Users through the Products and/or Reports. "*Product*" shall mean one or more of the Komodo proprietary data aggregation and analytics products, as identified in an Order Form, powered by Komodo's proprietary platform which integrates Komodo Data and enables the performance of advanced analytics, and which includes all artificial intelligence or machine learning models, algorithms, software and systems contained in or utilized therewith. "*Reports*" shall mean reports generated based on Komodo Data and/or through access to Komodo's proprietary platform and/or Products, and which further includes all content generated by the Product or any artificial intelligence or machine learning models or algorithms utilized therewith. Specific Product and Service terms, including any terms related to services are provided by Komodo's affiliates, are included as Exhibit A to this Agreement. "*Komodo IP*" means the Komodo Data, Reports, Products, all intellectual property related thereto, as well as all pre-trained, trained and fine-tuned artificial intelligence/machine learning models (including but not limited to, model parameters, algorithms, decision paths, etc.) in or used in connection with the Komodo IP, whether

developed, modified, trained, tuned or improved upon based on the Komodo Data, Customer Data, and/or any trainings, insights or learnings derived in connection with providing the Products and/or Services to Customer or Customer's use thereof. The Komodo IP may contain or require the use of "*Third-Party Components*," which are third-party applications, systems, or services developed by a third party, and which may be subject to a separate agreement between Customer and the third party.

1.2. Komodo will provide to Customer the services (collectively, the "*Service*") described in various order forms agreed to by the Parties under this Agreement (each an "*Order Form*" or collectively, the "*Order Forms*") which incorporate the terms of this Agreement. The Service may include subscription-based access to Komodo's Product(s), Reports and/or any Komodo IP, or to Komodo's professional services, as further detailed in an applicable Order Form. Affiliates of Customer may purchase the Service from Komodo under the terms and conditions of this Agreement, provided that such Affiliate executes an Order Form that explicitly references this Agreement. Any Affiliate who enters into an Order Form will be treated as the "Customer" under this Agreement for the purposes of such purchase and shall be bound by the terms of this Agreement. As used in this Agreement, "Affiliates" will mean, any person, firm, corporation, partnership (including general partnerships, limited partnerships and limited liability partnerships), limited liability company, joint venture, business trust, associate or other entity that directly or indirectly controls, is controlled with or by or is under common control with a Party.

1.3. As between Komodo and Customer, Komodo shall own all right, title, and interest to the Komodo IP as defined above. For the avoidance of doubt, the Komodo Intellectual Property related thereto shall remain the sole property of Komodo and Customer shall obtain no rights therein other than as expressly set forth herein. Subject to the terms set forth in this Agreement, Komodo grants to Customer a limited, non-exclusive, personal, non-transferable, non-sublicensable, revocable license for authorized employees of Customer (collectively, the "*Users*") located in the country or countries identified in the applicable Order Form (the "*Territory*") to access and use the Service, Products or Reports, as set forth in the Order Form, solely during the Term (as

defined below) for Customer's own internal business purposes and subject to the terms and conditions of this Agreement. If no such Territory is listed, the Territory shall be limited to the United States. Except as set forth in an applicable Order Form, Customer may only use Reports for their internal business purposes. Customer shall not resell, redistribute, share, or provide access to any of the Komodo IP to any third party. For the avoidance of doubt, Customer shall not provide or allow access, whether knowingly or unknowingly, to any of the Komodo IP, including any aspect of the Service to any User that is not physically located, or accessing from behind Customer firewall, in the Territory at the time the User accesses any aspect of the Service. Customer is also prohibited from using the Service or any Komodo IP to develop a product or service by or on behalf of Customer.

1.4. Customer shall not provide access to the Service or any Komodo IP in any fashion to any third party that is not an authorized User (including, but not limited to, independent contractors, agents, affiliates, etc. of the Customer) unless Komodo and such third party execute Komodo's standard third party license agreement and further provided that Customer shall be responsible for the acts or omissions of any such third party as if they were the acts or omissions of Customer. Unless expressly permitted in an applicable Order Form, in no event shall Customer distribute, transmit or otherwise make available any Komodo IP on or through the Internet or through other electronic means, including, but not limited to, in the form of a publication, poster, presentation, white paper, investor presentation, or marketing materials. Where Komodo has granted Customer the right to publish aspects of the Komodo Data and/or Reports, Customer agrees to provide the type of publication and audience in writing, and include the following citation: "© *[year of publication] Komodo Health, Inc. All rights reserved. Reprinted with permission.*"

1.5. Komodo reserves all rights not expressly granted to Customer in this Agreement, including without limitation all right, title and interest in any and all patent rights, copyrights, trademark rights and other rights in the Komodo IP, including the Service, as well as any improvements, design contributions or derivative works made thereto. Customer shall not remove, obscure, or alter

Komodo's copyright notices, trademarks, or other proprietary rights notices on the Service or the Komodo IP.

1.6. Customer may not use any Komodo IP in any manner that is not described in any Service descriptions or documentation provided by Komodo to Customer as part of the Service or any Komodo IP. In addition, Customer may not use the Service or any Komodo IP in any manner that Komodo reasonably believes is abusive or contrary to applicable law, including without limitation attempting to replicate significant portions of the Reports in order to reduce the need to access the Service. Customer is responsible for the acts and omissions of its Users as if they were the acts and omissions of Customer. Rights of any User to utilize the Service or any Komodo IP may not be shared or used by more than one individual. In addition, a User's access information or privileges shall not be transferred from one individual to another unless the original User is no longer permitted access to the Service, as a result of which that individual is no longer a User.

1.7. When using the Service or any Komodo IP, Customer shall not, except as permitted in writing by Komodo: (a) decompile, decipher, disassemble, translate, modify, prepare derivative works of, reverse engineer or otherwise attempt to access the source code of the Service or any Komodo IP, (b) upload any Customer Data (as defined below) or any content, data or information or promote the generation of any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable; (c) infringe (or promote the generation of any content that infringes) the intellectual property rights of any third party (including through sharing any Customer Data with Komodo or requesting Komodo obtain specific third party data for inclusion in the Service or any Komodo IP); (d) interfere with or disrupt Komodo's software, the systems used to host the Service or any Komodo IP, other equipment or networks connected to the Service or any Komodo IP, or disobey any requirements, procedures, policies or regulations of networks connected to the Service or any Komodo IP made known to Customer; (e) license, sell, rent, lease, lend, transfer, outsource, act as a service bureau for, or otherwise provide access to the Service or any Komodo IP or utilize the Service or any Komodo IP for the

benefit of any third party other than as explicitly permitted under this Agreement or in an applicable Order Form; (f) provide or make available any links, hypertext (Universal Resource Locator (URL) address) or otherwise (other than a "bookmark" from a Web browser) to the Service or any Komodo IP, or any part thereof; (g) circumvent the user authentication or security of the Service or any Komodo IP or any host, network, or account related thereto, or override or circumvent any safety filters or intentionally drive any artificial intelligence models to act in an unlawful or unauthorized manner; (h) use any application programming interface to access the Service or any Komodo IP; (i) mirror any server used in connection with the Service or any Komodo IP; (j) make any use of the Service or any Komodo IP, or promote the generation of any content, that violates any applicable local, state, national, international or foreign law; (k) fail to use commercially reasonable efforts to prevent the unauthorized license, sale, transfer, lease, transmission, distribution or other disclosure of the Service; (I) allow any third party to use any user identification(s), code(s), password(s), procedure(s) or user keys issued to, or selected by, Customer for access to the Service or any Komodo IP; (m) use the Service or any Komodo IP in any manner that is not authorized by this Agreement or any Order Form; (n) use the Service or any Komodo IP in any manner that Komodo reasonably believes is abusive, including without limitation attempting to replicate significant portions of the Services or any Komodo IP in order to circumvent this Agreement or any Order Form; (o) use the Service or any Komodo IP, or otherwise promote the generation of content for the purpose of harming or seeking to harm patients or other individuals both within or outside the healthcare system regardless of whether their data are included in the Service or any Komodo IP; or (p) effectuating or seeking opportunities to effectuate fraud and/or abuse in the healthcare system. In addition, when using the Services and/or Komodo IP to generate Reports or any other content, Customer agrees to not generate content or direct any such artificial intelligence models for the purpose of misinforming, misrepresenting, committing fraud or any illegal act, creating personally identifying information, inciting or promoting violence, harassment, intimidation, abuse or bullying, claiming content that was created by a human, impersonation, or making any automated decisions that affect material rights of any individual.

1.8. Without limiting the forgoing, and unless otherwise set forth in an applicable Order Form, Customer will not itself and will not allow any other person or entity to, directly or indirectly: (i) identify, re-identify or attempt to re-identify, in any manner or for any purpose whatsoever, any de-identified information or individuals contained in the Reports and/or Komodo Data; or and (ii) link or match any de-identified Komodo Data (including as part of any Report) to any other information.. Any such re-identification is prohibited under this Agreement and further by certain Data Protection Laws (defined below). Customer must immediately notify Komodo of any breaches or violations of this Agreement and will fully cooperate with Komodo's efforts to mitigate any harm that may result from such violations

1.9. The Service may contain links to external websites or information provided on external websites by Komodo suppliers and third parties. Komodo is not responsible for the data, content, or functionality of any linked website (by application programming interface or otherwise), or for any changes or updates to such websites. Komodo is not directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's use of or reliance on any content, goods or services available on or through any linked website.   Any article, information, data, code, text, software, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog included in, linked to, from, or on the Service, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing such data, content, or functionality. Customer shall not request Komodo to gather any content from any source unless the content is in the public domain or Customer otherwise has all rights necessary to permit Komodo to incorporate the content into the Service, the Product, or the Reports.

1.10 Customer agrees that it will not use any Komodo IP, directly or indirectly, for training, validation, testing, development or modification of any AI Technology, or permit any third party to do the same; or input (or permit any third party to input) the Komodo IP, or any component thereof, into a Generative AI Tool to develop, create, compose or edit any content. As used herein, (a) "*AI Technology*" means any deep learning, machine learning, and

other artificial intelligence (AI) technologies, including any and all algorithms, software or systems that make use of or employ neural networks, statistical learning algorithms (including, linear and logistic regression, support vector machines, random forests, k-means clustering), or reinforcement learning, developed by or on behalf of Customer or a third party; and, (b) "*Generative AI Tool*" means a subset of AI Technology that is able to produce content, including text, imagery, audio or synthetic data, in response to prompts by a user.

1.11 During the Term and a period of six months following termination, Komodo will have the right to audit Customer's compliance with this Agreement and with any applicable Order Forms. Any such audit shall be at a mutually agreed-upon time, shall be during Customer's business hours and shall be subject to Customer's applicable confidentiality obligations to third parties.

2.   CUSTOMER RESPONSIBILITIES AND OBLIGATIONS.

2.1. For purposes of this Agreement, "*Customer Data*" means any materials, data and information (i) owned or controlled by Customer and (ii) provided by Customer or its Users on behalf of Customer to Komodo in connection with the Service, including Inputs. "*Input*" is defined as Customer Data inputted by a User into the Service or a Product that is used to generate a Report or other content. For the avoidance of doubt, Customer Data does not include usage, statistical, learned, or technical information that does not reveal the actual contents of Customer Data.   Customer hereby grants to Komodo the nonexclusive license to use Customer Data to provide the Service during the Term of this Agreement and for Komodo's internal business purposes, such as to improve Komodo's products and services as further set forth in this Agreement. Customer warrants that it has all rights, licenses and consents necessary to provide the Customer Data to Komodo for use in connection with, and for the purposes contemplated by the Service and this Agreement (including without limitation any consents required under any applicable data protection and privacy laws or regulations, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA") (collectively the "*Data Protection Laws*")).   Where Customer Data includes data that Customer licenses from third parties, it shall ensure such third parties provide all

necessary written permission for Komodo to access and use the third party Customer Data in Komodo's Services to Customer, and as required under this Agreement.

2.2. Customer is solely responsible for (a) providing its Customer Data to Komodo; (b) maintenance of the Customer Data supplied to Komodo; (c) any third-party claims based upon the Customer Data; and (d) Customer's use of the Products and the Reports. Customer hereby represents and warrants to Komodo that (i) the Customer Data is free of all viruses, Trojan horses, and other elements which could interrupt or harm the systems or software used to provide the Service; and (ii) Customer, its Users and all Customer Data will comply with all applicable laws, rules, and regulations. If Customer learns of a third party having obtained knowledge of a password, Customer shall inform Komodo thereof without undue delay and promptly change such password.

2.3. Customer grants to Komodo a nonexclusive, perpetual, irrevocable license to use any Customer Usage Data in aggregated and/or anonymized form in connection with Komodo's products and services, including to develop improvements or modifications thereto by or on behalf of Komodo. "*Usage Data*" shall mean the usage, statistical, learned, or technical information based on Customer's use of the Services that does not reveal the actual contents of Customer Data. Customer agrees that if it provides Komodo any suggestions, comments, or other feedback about the Service, the Platform, or the Reports (the "*Feedback*"), such Feedback is given voluntarily. Even if Customer designates Feedback as confidential, the Feedback is not confidential and Komodo is free to use, disclose, reproduce, license, or otherwise distribute the Feedback without any obligations or restrictions of any kind, including without limitation with respect to intellectual property rights.

   3. CONFIDENTIALITY.

3.1. In connection with this Agreement, each party (as the "*Disclosing Party*") may disclose or make available Confidential Information to the other party (as the "*Receiving Party*"). Subject to Section 3.2 below, "*Confidential Information*" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including Komodo Data, information consisting of or relating to the Disclosing Party's

technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: all Komodo Intellectual Property is the Confidential Information of Komodo and the terms and existence of this Agreement are the Confidential Information of Komodo.

3.2. Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

3.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for the duration of the Term and for a period of five (5) years thereafter: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; except as may be permitted by and subject to its compliance with Section 3.4; (b) not disclose or permit access to Confidential Information other than to its affiliates, or to any of such Receiving Party's or its affiliate's employees, officers, directors, partners or shareholders (its "*Representatives*") who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 3.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Agreement; (c)

safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 3.

3.4. <u>Compelled Disclosures.</u> If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 3.3; and (b) provide reasonable assistance to the Disclosing Party (at the Disclosing Party's sole cost and expense) in opposing such disclosure or in seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 3.4, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

4.   PAYMENT TERMS; PURCHASE ORDERS.

4.1. Customer shall pay all invoices within 30 days of the date of the invoice. A finance charge of 1.5% per month or the highest amount allowed by law, whichever is less, shall be assessed on all payments that are past due.

4.2. Customer shall not have any right to withhold or reduce fees due under this Agreement or to set off any amount against fees owed

4.3. The contract amount and invoice schedules are exclusive of sales taxes which will be assessed at the time of issuance of the invoice in accordance with the state regulations where Komodo platform is being delivered to. If applicable, Customer is responsible for providing Komodo with sufficient

evidence of tax-exempt status in the state or region, as applicable. If sufficient evidence is not provided, Komodo will invoice Customer as necessary for any otherwise applicable taxes, and if applicable, Customer shall reimburse Komodo for cost incurred to obtain tax refunds from relevant tax authorities resulting from Customer's failure to timely provide evidence of its tax-exempt status. Customer will be liable for and will reimburse Komodo, as applicable, any sales or value added taxes with respect to the Services included under an applicable Order Form. Each party, at its sole cost, will provide to the other party all required documentation for tax purposes and reasonably requested by and required of the other party. Customer shall reimburse Komodo for travel and expenses that Komodo incurs in the performance of Services as agreed upon in writing by Customer and Komodo Health pursuant to an applicable Order Form.

4.4. Upon Komodo's written request, Customer shall provide any documentation necessary, including, without limitation, audited financials or the equivalent, to support Customer's ability to pay for the Services included under an applicable Order Form. Customer consents to Komodo performing routine business credit background checks in support of Komodo extending payment terms to Customer.

4.5. For purposes of this Agreement, the term "Purchase Order" means a Customer-generated document binding upon the Customer to purchase the Products identified therein.

4.6. If Customer requires a Purchase Order number to be included on any invoice, the Purchase Order shall be provided to Komodo by Customer at the time an applicable Order Form is fully executed.

4.7. In lieu of executing an Order Form, Customer may issue a Purchase Order which accepts the Order Form provided that the following detail is included on such Purchase Order: (1) the Products to be purchased by the Customer and associated amounts to be paid by Customer; (2) a statement that the Purchase Order is expressly subject to all the terms and conditions of this Agreement and the Order Form; (3) billing address and instructions; and (4) any other information reasonably requested by Komodo.   For the

avoidance of doubt, the Order Form must accompany any Purchase Order issued in lieu of signatures on an applicable Order Form.

5. TERM, TERMINATION AND TERMINATION SUPPORT.

5.1. The term of this Agreement shall commence on the Effective Date and continue for five (5) years (the "*Term*"), and shall automatically renew for additional twelve (12) month periods unless either party provides written notice of its intent not to renew the Agreement no later than ninety (90) days prior to the end of the then-current term; provided, however, that should any Order Form be in effect as of the date of expiration, this Agreement shall remain in effect until the expiration of such Order Form. Either Party may terminate this Agreement or any Order Form upon not less than thirty (30) days' prior written notice to the other Party of any material breach of Agreement or an applicable Order Form by the other Party, provided that the breaching Party has not cured the material breach within the 30-day notice period. Komodo may terminate this Agreement immediately in the event of insolvency affecting Customer under which Customer (a) is unable to pay its debts when due, (b) makes any assignment or composition for the benefit of creditors, (c) has appointed or suffers the appointment of a receiver or trustee for its business, property or assets, (d) files or has filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction, (e) is adjudicated bankrupt or insolvent, or (f) suffers any other event analogous to the events described in subsections (a) through (e) in any jurisdiction. Upon termination by Komodo pursuant to this provision, Customer shall remain responsible for paying to Komodo on the date of such termination all payments due under outstanding invoices.

5.2. In addition to Komodo's right to terminate as set forth in Section 5.1 above, Komodo in the event of (a) any material breach of this Agreement which is not cured within 30 days after receipt of written notice from Komodo, or (b) a determination by Komodo that continued use of the Service may result in harm to the Service (including without limitation the systems used to provide the Service), or to other Komodo customers, or result in a violation of applicable law, regulation, legal obligation or legal rights of another, in addition to any other remedies available at law or in equity, Komodo shall have the right immediately, to remove any potentially offending Customer Data from the

Service, deactivate Customer's user name(s) and password(s) and/or suspend access to the Service.

5.3. Upon the effective date of termination of an Order Form, Customer's access to the Service set forth in such Order Form shall be terminated and Customer will return or destroy all copies of all Komodo IP in its possession or control, including Reports and all Komodo Data therein (including if hosted in third party systems or processors), and shall confirm such return or destruction in writing in a form provided by Komodo. For a period of 30 days after the effective date of termination of an Order Form (a) except as permitted under Section 5.2 and subject to any requirements of the Data Protection Laws, Komodo shall not take any action to intentionally erase any Customer Data stored on the Service set forth in such Order Form, and (b) Customer may retrieve Customer Data from the Service set forth in such Order Form. Except as provided in this provision, Komodo shall have no obligation to continue to store or permit Customer to retrieve any Customer Data following any termination of an applicable Order Form.

5.4. Sections 1, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, and 19, will survive the expiration or termination of this Agreement.

6.   WARRANTIES AND DISCLAIMERS.

6.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, THE KOMODO IP, INCLUDING THE PRODUCT, THE REPORTS,   THE KOMODO DATA, DOCUMENTATION, THIRD-PARTY COMPONENTS,   AND SUPPORT SERVICES ARE PROVIDED AS-IS AND WITH ALL FAULTS, AND KOMODO AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES,   DUTIES   OR   CONDITIONS   RELATING   TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LACK OF VIRUSES OR BUGS, ACCURACY OR COMPLETENESS OF THE SERVICES, THIRD-PARTY COMPONENTS, THE KOMODO IP, INCLUDING THE REPORTS OR THE KOMODO DATA, INCLUDING DATA VISUALIZATIONS AND OTHER REPRESENTATIONS GENERATED IN CONNECTION WITH THE SERVICE. IN PARTICULAR,

KOMODO DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY THIRD-PARTY COMPONENT WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK ARISING OUT OF THE USE, PERFORMANCE OR QUALITY OF THE SERVICE, THE KOMODO IP, THIRD-PARTY COMPONENTS, AND DOCUMENTATION AND ANY MAINTENANCE OR SUPPORT SERVICES, REMAINS WITH CUSTOMER. CUSTOMER USES THE SERVICE, THE KOMODO IP, INCLUDING THE PRODUCT, THE REPORTS AND THIRD-PARTY COMPONENTS, AT ITS OWN RISK, AND KOMODO SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY BASED ON CUSTOMER'S USE OF OR RELIANCE ON THE SERVICE OR THE KOMODO IP OR ANY THIRD-PARTY COMPONENTS.

7.   INDEMNIFICATION BY KOMODO.

7.1. Komodo will defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Service (excluding Customer Data and Third-Party Components), in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of any issued patent, registered copyright or trade secret rights in the Territory, and Komodo will pay damages finally awarded against Customer (or the amount of any settlement Komodo enters into) with respect to such claims. This obligation of Komodo shall not apply if the alleged infringement or misappropriation results from use of the Service, the Product, or the Reports in conjunction with any other software or service, or unlicensed activities or use of the Service in violation of this Agreement, including without limitation any claims arising from infringing Customer Data or any Third-Party Component. This obligation of Komodo also shall not apply if Customer fails to immediately notify Komodo in writing of any such claim. Komodo will be permitted to control fully the defense and any settlement of any claim under this provision as long as the settlement does not include a financial obligation on Customer. If Customer declines Komodo's proffered defense, or otherwise fails to cede full control of the defense to Komodo's designated counsel, then Customer waives Komodo's obligations under this provision. Customer shall cooperate fully in the defense of claims and may appear, at its own expense, through counsel reasonably acceptable to Komodo. Komodo expressly

reserves the right to cease defense of any claim(s) if the Service is no longer alleged to infringe or misappropriate, or are held not to infringe or misappropriate, the third party's rights. Komodo may settle any claim on a basis requiring Komodo to substitute for the Service alternative substantially equivalent non-infringing services. Customer will not undertake any action in response to any infringement or misappropriation, or alleged infringement or misappropriation of the Service that is prejudicial to Komodo's rights.

7.2. THE PROVISIONS OF THIS SECTION 7 STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF KOMODO AND ITS LICENSORS TO CUSTOMER, AND CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY RIGHTS.

8. INDEMNIFICATION BY CUSTOMER.

8.1. Customer shall indemnify and hold Komodo and its directors, officers, and agents harmless from third party claims arising from or related to (i) any breach of this Agreement or an applicable Order Form, (ii) any contravention of any requirements, procedures, policies or regulations of Komodo or its third-party providers applicable to the Service and made known to Customer, (iii) any use of the Komodo Data or Reports in any Customer publication, (iv) any claims brought by any end user arising from or related to such end user's reliance on the accuracy or completeness of the Komodo Data and/or Reports, or (v) any violation of applicable law or regulation or violation of the legal rights of others, (c) the Customer Data, (d) any content gathered by Komodo pursuant to a request from Customer, or (e) any claims brought by any end user client or third party arising from or related to such end client's or third party's reliance on the accuracy or completeness of the Komodo Data. The foregoing obligation shall apply regardless of whether the damage is caused by the conduct of Customer or its Users or by the conduct of a third-party using Customer's access credentials. The foregoing is, however, conditional upon Komodo (x) notifying Customer thereof in writing and in detail without undue delay, (y) authorizing Customer to conduct any judicial and extrajudicial

proceedings with the third party on its own, and (z) providing Customer, at the expense of Customer, with any reasonable assistance so that Customer may defend against the claim.

9. EXCLUSIONS OF CERTAIN DAMAGES; LIMITATIONS   OF LIABILITY.

9.1. IN NO EVENT WILL KOMODO BE LIABLE (REGARDLESS OF THE CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY   DUTY) MISREPRESENTATION, RESTITUTION, OR OTHERWISE (AT LAW OR IN EQUITY) FOR ANY (I) LOSS OF PROFITS OR LOSS OF BUSINESS, (II) DEPLETION OF GOODWILL OR SIMILAR   LOSSES,   (III) LOSS OF ANTICIPATED SAVINGS, (IV) LOSS OF USE, (V) LOSS OR CORRUPTION OF DATA OF INFORMATION (WHETHER ANY OF THE LOSSES SET OUT IN (I) TO (V) ARE DIRECT OR INDIRECT), OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE, THE PRODUCT, THE REPORTS, DOCUMENTATION, OR ANY THIRD-PARTY COMPONENT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT, DOCUMENTATION, THE PRODUCT, THE REPORTS, OR OTHER SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND EVEN IF KOMODO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW, OR EQUITY FAIL OF THEIR ESSENTIAL PURPOSE

9.2. SUBJECT TO SECTION 9.3, NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF KOMODO IN CONTRACT, TORT (INCLUDING NEGLIGENCE   OR   BREACH   OF   STATUTORY   DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE (WHETHER AT LAW   OR   IN   EQUITY) ARISING   IN   CONNECTION   WITH   THE PERFORMANCE   OR   CONTEMPLATED   PERFORMANCE   OF   THIS

AGREEMENT SHALL BE LIMITED TO THE ACTUAL DAMAGES CUSTOMER INCURS IN REASONABLE RELIANCE ON THE SERVICE UP TO THE AMOUNT PAID TO KOMODO FOR THAT PORTION OF THE SERVICE DURING THE 3 MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

9.3. NOTHING IN THIS AGREEMENT EXCLUDES KOMODO'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY KOMODO'S GROSS NEGLIGENCE OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

10. PUBLICITY. Customer acknowledges and agrees that Komodo may publicly disclose that Customer is a client of Komodo. Customer further agrees that Komodo may display Customer's logos, promotional graphics, and related marketing designs (the "Client Art") on Komodo's websites and on sales and marketing materials, and hereby grants to Komodo a worldwide, royalty-free, non-exclusive license to use the Client Art, as well as Customer's corporate and/or trade name, for such purposes.

11. NO ASSIGNMENT. Customer may not assign this Agreement, or any rights or duties hereunder, by contract, operation of law, or otherwise, without first obtaining Komodo's express written consent, and if Customer attempts to engage in a Change of Control without Komodo's consent Komodo may immediately terminate this Agreement, without notice or opportunity to cure. A "Change of Control" includes: (a) a change in beneficial ownership of greater than 50% (by one or more transaction); (b) a merger of Customer with a third party, whether or not Customer survives; (c) the acquisition of more than 50% of any class of Customer's voting stock (or any class of non-voting security convertible Into voting stock) by another party (by one or more transaction); and (d) the sale or other transfer of more than 50% of Customer's assets (by one or more transaction). Subject to the foregoing, this Agreement shall bind and benefit the Parties, their permitted successors and permitted assigns.

12. EXPORT RESTRICTIONS. Komodo and Customer agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer and Komodo represent and warrant that they are not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, and (ii) Customer will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction.

13. ANTI-BRIBERY. Customer and Komodo represent and warrant, that each such comply with the requirements of all applicable anti-bribery regulations, codes and/or sanctions, both national and foreign, including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act (collectively the "Anti-Bribery Laws") and; therefore that they have not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) in violation of Anti-Bribery Laws. Customer and Komodo shall immediately notify the other if, at any time during the term of this Agreement, the circumstances, knowledge or awareness changes such that either party would not be able to repeat the warranties set forth above.

14. GOVERNING LAW; STATUTE OF LIMITATIONS. The interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of New York as applied to contracts between New York residents executed and performed entirely within New York, without regard to conflict of laws or choice of laws principles. The UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Customer agrees that any controversy or claim Customer brings against Komodo arising out of or related to this Agreement will be settled by state or federal courts located in New York, New York.

15. FORCE MAJEURE. Komodo shall not be liable for any delay or default in its performance of any obligation under this Agreement

caused directly or indirectly by an act or omission of Customer, fire, flood, act of God, acts of government, an act or omission of civil or military authority of a state or nation, strike, lockout or other labor problem, inability to secure, delay in securing or shortage of, labor, materials, supplies, transportation or energy, failures of subcontractors or suppliers, or by war, riot, embargo or civil disturbance, breakdown, or destruction of plant or equipment arising from any cause whatsoever, or any cause or causes beyond Komodo's reasonable control. At Komodo's option any of the foregoing causes will be deemed to suspend Komodo's obligations as long as that cause prevents or delays performance, and Komodo agrees to perform, and Customer agrees to accept performance of Komodo's obligations whenever that cause has been remedied. This Section 15 shall not apply to Customer's payment obligations where Komodo has performed the Services set forth in this Agreement or in an applicable Order Form.

16.   NOTICES. Except as otherwise expressly set forth in this Agreement, all notices given to the Parties under this Agreement will be in writing and will be personally delivered, mailed by certified mail (return receipt requested and postage prepaid), or sent via electronic mail or sent via overnight delivery, addressed to the respective Parties at the addresses specified on the signature page of this Agreement or at the address that a Party designates in a notice to the other Party.

17.   CONSTRUCTION. If a court of competent jurisdiction finds any part of this Agreement unenforceable, that part will be enforced to the fullest extent permissible to affect the Parties' Intent, and the remainder will continue in full force. All choices by Komodo under this Agreement (no matter how described) are to be made in its sole discretion, unless stated otherwise. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." All references are to the sections of, Parties to, terms of, and exhibits to this Agreement, unless expressly indicated otherwise. All captions are intended solely for the Parties' convenience and none will affect the meaning of any provision.

18.   ENTIRE AGREEMENT. This Agreement (including all Order Forms agreed to hereunder) constitutes the entire agreement between Customer and Komodo with respect to the Service and merges all prior

and contemporaneous communications and proposals, whether electronic oral or written, between Customer and Komodo with respect to the Service. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any representation or warranty (whether made negligently or innocently) that is not set out in this Agreement. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract. Nothing in this provision shall limit or exclude any liability for fraud. This Agreement may only be modified in writing when signed by both Parties. This Agreement will prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any Purchase Order or other document furnished by Customer to Komodo or any Order Form, except that the terms and conditions set forth in an Order Form will prevail over the terms and conditions of this Agreement to the extent explicitly stated so in the applicable Order Form. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) will be deemed original signatures. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by an authorized representative of both Parties, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

19. THIRD PARTY RIGHTS. A person who is not a party to this Agreement shall not have any rights to enforce any of this Agreement. The rights of the Parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not party to This Agreement.

Exhibit A

Definitions Terms Specific to Komodo Products and Services

As part of the Services under an applicable Order Form, the following additional definitions may apply:

1.1. "Aperture" – Aperture provides a detailed view into the U.S. Healthcare Providers ("HCPs") and Healthcare Organizations ("HCOs") relevant to

Customer for the relevant Disease and/or TherapyArea(s) defined in an applicable Order Form, (each a "TA", collectively the "TAs"). Aperture provides an "out of the box" solution to help drive various HQ and Field strategies through clinical, scientific and competitive intelligence about HCPs and HCOs, enabling optimized external engagement planning and execution.

1.2. "Iris" – Iris provides a detailed view into the U.S. Healthcare Providers ("HCPs") and Healthcare Organizations ("HCOs") relevant to Customer for Therapy Area(s) ("TA" or collectively "TAs") Iris provides an "out of the box" solution to help drive various commercial strategies through clinical, scientific and competitive intelligence about HCPs and HCOs involved in this Therapy Area(s), enabling optimized external engagement planning and execution.

1.3. "Pulse" – Pulse is focused on driving better customer engagement through timely alerts on patients and their Healthcare Providers ("HCPs") relevant to Customer. Pulse provides Customer with an "out of the box" solution to help drive commercial strategy execution through clinical encounter-driven patient notifications surfaced at the provider level.

1.4. "Prism" – Komodo's proprietary web-based application that enables patient-cohort selection and details US healthcare encounters, providing summary insights about patients, procedures, HCPs, HCOs, and payers. The term "Platform" as defined in the Agreement, as applicable, shall include Prism.

1.5. "Sentinel" – Komodo's proprietary data aggregation and analytics product built by Komodo to provide the Services described in this Order Form. The term "Platform" as defined in the Agreement, as applicable, shall include Sentinel.

1.6. "Analytics Consulting" – as used in this Agreement shall mean strategic thought partnership including analytics to create / execute workflows to answer business questions that arise during the duration of the Customer's license to Komodo's Products or Services.

1.7. "Healthcare Map" – Komodo's proprietary real-time activity data on US patients and their encounters with US healthcare, including physicians,

healthcare institutions, and payers. The term "Komodo Data" as defined in the Agreement shall include the Healthcare Map.

1.8. "MapAI" – Komodo's proprietary generative AI tool that may be integrated into Komodo's Products or Services.

1.9. "MapView" – MapView is Komodo Health's proprietary web-based application that enables rapid insight generation driven through Komodo's library of curated, prescriptive industry analytics sitting atop Komodo's Healthcare Map. A variety of questions can be answered and shared in MapView depending on the dashboard templates purchased and use cases of concern. These include questions on patient demographics, HCPs, HCOs, payers, treatments, procedures, and diagnoses. Access to MapView may include the following modules: Clinical Definitions, Datasets, and Dashboards.

1.10. "Sentinel Cohort" – A tokenized patient-level cohort created in Prism which has been de-identified pursuant to 45 CFR § 164.514(b)(1), and made available within Sentinel.

1.11. "Customer's Tokenized Data" – All individual de-identified Patient Level Data (defined below) provided into the Sentinel platform by Customer.

1.12. "Integrated Data" – Komodo Health's Sentinel Cohort linked to Customer's Tokenized Data.

1.13. "Customer Token" – Patient tokens provided by Customer.

1.14. "Life Sciences Company" – as used in this Agreement or an applicable Order Form shall mean an entity within the following categories:

- Biopharmaceutical manufacturers
- Research and diagnostic labs / lab networks
- Medical device and diagnostic device companies
- Health or wellness-oriented consumer product companies with an FDA approved device or service

1.15. "Payor" or "Payer" – as used in this Agreement or an applicable Order Form shall mean a person, organization, or entity (commercial, private, or

government) that pays for the care services administered by a healthcare provider.

1.16. "Provider" or "Healthcare Provider – as used in this Agreement or an applicable Order Form shall mean a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, or a clinical social worker who is authorized to practice by the State and performing within the scope of their practice as defined by State law.

1.17. "Token Conversion API" – Komodo's API that converts Customer tokens, received in the in-transit token scheme, into Komodo-specific tokens.

1.18. "Patient Level Data" – Data or attributes associated with a single or specific patient.

PRODUCTS and SERVICES SPECIFIC TERMS AND CONDITIONS:

1. APERTURE/IRIS

In the event Customer receives any license to Aperture and/or Iris, the following additional terms and conditions shall apply:

Aperture and/or Iris may contain links to and/or embedded content sourced from external web sites and platforms owned and/or operated by third parties (an "External Site"), and/or information provided on or sourced from such External Sites, which External Sites may include but are not limited to social media platforms and websites. Komodo is not responsible for the functionality of any External Site, or the date or content sourced therefrom, or any changes or updates to those sites, or for Customer's compliance with any terms of use applicable to such External Sites. Customer further agrees that Komodo is not directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Customer's or its Users' use of or reliance on any content, goods or services available on or through any linked External Site. Any article, information, data, code, text, software, social media post, documentation, graphics, image, marketing material, video, photograph, message, or posting to any forum, wiki, or blog included in, linked to from, or on Aperture, whether publicly posted or privately transmitted, is the

sole responsibility of the person or entity providing the data, content, or functionality, and used at Customer's own risk.

Subject to Customer's compliance with the terms of this Agreement, Customer is permitted to use physician email addresses made available in the Products or Reports (each, an "**HCP Email**", and collectively, the "**HCP Emails**") provided that (i) it is for the purposes set forth in this Section, and (ii) Customer only send email communications to one physician at a time, and (iii) Customer's use of the HCP Emails is in accordance with all applicable laws, rules and regulations, including but not limited to the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM"), CCPA, United States, and the E.U. General Data Protection Regulation ("GDPR") and the Directive 2002/58/EC ("e-Privacy Directive") and (iv) if applicable, Customer has established an appropriate lawful basis or obtained any necessary consent in accordance with (iii) prior to sending the email communication. The HCP Emails are provided in the Platform and Reports "as-is", and Komodo and its suppliers hereby disclaim any and all warranties and conditions with respect to any HCP Email.

1.1.1 HCP Emails of HCPs located in the United States may be used to send direct marketing email communications to individual physicians or to relay or provide clinical knowledge to the healthcare professional.

1.1.2 Customer is responsible for identifying HCP Emails of healthcare professionals located outside of the United States

1.1.3 Customer shall not use the HCP Emails for social media marketing, programmatic advertising, or any other activity other than email deployment as specified herein.

Customer may export HCP and HCO profiles (the "Profiles") solely for the purposes expressly set forth in this Order Form and the Agreement, and Customer's continuing right to export Profiles is subject to Customer's compliance with the terms of this Order Form and the Agreement. Should Komodo believe, in its sole but reasonable judgment, that Customer violated the terms of this Order Form or the Agreement, Komodo shall have the right to immediately suspend Customer's ability to export Profiles until Customer

cures such violation to Komodo's reasonable satisfaction. This term shall not be construed so as to modify any term of the Agreement.

Configuration, Setup, Training, and Support

A subscription to Iris includes a set of standard services that are supported and delivered by Komodo's Customer Success team and other supporting functions across the duration of our partnership term. These include:

- Dedicated Clinical Innovations team analysis and recommendation to define configuration for Aperture or Iris instance.
- Configuration as per agreed-upon business rules, onboarding, training and collateral to help users gain a deep understanding of capabilities and functionality.
- Ongoing User support (group and individual sessions) and guidance on new feature updates, best practice guidance, and other customer inquiries / troubleshooting (via email, Help Center, and phone).
- Strategic insights and recommendations, provided by the Customer Success team, to help users extract key insights from Product to answer relevant business questions.
- Support additional configuration through tagging and tag maintenance of customer-provided HCP/HCO lists and relevant Komodo provided strategic insights.

Provision of additional services or delivery of data / analytics above and beyond what is detailed in the applicable Order Form shall be assessed on a case-by-case basis and may require additional support and additional fees.

Customer and Company agree to the [Aperture Support and Service Level Agreement](#) or [Iris Support and Service Level Agreement](#).

2. PULSE

In the event Customer receives any licenses to Pulse, the following additional terms and conditions shall apply:

Configuration, Setup, and Training

Komodo shall provide the following:

- Clinical Innovations team analysis and recommendation to align clinical nuances to optimal alert configurations to meet business goals and maximize value (if Cohort Characterization is licensed).
- Product configuration as per agreed-upon business rules, within standard Pulse License capabilities.
- User onboarding, ongoing training, and customer support to help users gain a deep understanding or Pulse capabilities and best-practices.
- Up to three (3) configuration changes (e.g., additions of new diagnoses/procedures/drugs/codes, time period changes, etc.) during the Term of the applicable Order Form (one (1) change per quarter).

Komodo and Customer agree to the [Pulse Support and Service Level Agreement](#).

3. PRISM

In the event Customer receives any licenses to Prism, the following additional terms and conditions shall apply:

Configuration, Setup, and Training

A subscription to Prism includes a set of standard services that are supported and delivered by Komodo's Customer Success team and other supporting functions (Account Management, Clinical Innovations, Product Management, and Engineering) across the duration of our partnership term. These include:

- One time set-up and configurations as per agreed-upon codes related to the Cohort(s); based on Clinical analysis and definition of recommended Prism universe inputs by Komodo's Clinical Innovations team;
- User onboarding; collateral development and distribution to help users gain a deep understanding of Prism capabilities and functionality;
- Mutually agreed upon training

Customer and Company agree to the [Prism Support and Service Level Agreement](#).

Additional services, including ongoing cohort support from Komodo's Clinical Innovations team, or delivery of data above and beyond what is detailed to be assessed on a case-by-case basis and may require additional support and additional fees.

Support

Komodo will provide support, including data summary and review meetings commensurate to project needs at the written request of Customer. Participation and contribution in ongoing meetings with a mutually agreed upon frequency as well as data review sessions (pre-planned agendas for data discussions).

4. WORKFLOW SOLUTIONS

In the event Customer receives any Workflow Solutions (or any Professional Services for such Workflow Solutions, the terms and conditions of Exhibits A-1 and A-2 shall apply.

5. SENTINEL

In the event Customer receives any licenses to Sentinel , the following additional terms and conditions shall apply:

Configuration, Setup, and Training

A subscription to Sentinel includes a set of standard services that are supported and delivered by Komodo's Customer Success team and other supporting teams/functions throughout the duration of Term or an applicable Order Form. These include **one-time** set-up and configuration as per agreed-upon codes related to the entire Komodo Healthcare Map; User management and Sentinel workspace creation for users; User onboarding; collateral development and distribution to help Users gain a deep understanding of Sentinel capabilities and functionality; provide code library starter kit. Komodo's Customer Success team will provide basic user training and data training on the application.

Komodo and Customer agree to the [Sentinel Security and Service Level Agreement](#). Sentinel implementation will be completed within ten (10) weeks of the later of (a) Effective Date of an applicable Order Form, or (b) mutual agreement of all Sentinel Cohort definitions. Any additional costs incurred by Customer to connect to Sentinel are not included.

Support

Komodo will provide support of the Sentinel environment and workspaces, review of import and export requests, User and system administration, and support for understanding Komodo Data ("Standard Support"). This support includes: tactical support, including a combination of best practices and utilization/optimization of snowflake queries to expedite analytics.

Standard Support includes the following:

- initial onboarding and training, data structure questions, and code library usage.

Standard Support does not include:

- start-to-end coding for analytics projects (e.g. patient journey, LOT), or detailed code review for full analytics projects.

Additional services, including ongoing cohort support from Komodo's Clinical Innovations team, analytics module customization, project based work, other Analytics Consulting Services, or delivery of data above and beyond what is detailed will be assessed on a case-by-case basis and may require additional support and additional fees.

6. ANALYTICS CONSULTING

In the event Customer receives any Analytics Consulting Services, the following additional terms and conditions shall apply:

Komodo grants to Customer a limited, revocable, non-transferrable, non-sublicensable license to use Code (as defined below) created, written, developed or otherwise provided to Customer by Komodo. For purposes of

this Agreement or an applicable Order Form, "**Code**" shall mean any and all source code or executable code for client code, server code, and middleware code (as those terms are generally used in the software development industry), and any and all database schemas, database backup, test scripts, other scripts, architecture diagrams, data models and other documentation related thereto.

Customer acknowledges and agrees that except as otherwise explicitly stated in an Order Form, in the event Komodo writes, develops or otherwise provides any Code to Customer the following shall apply:

    A. Such Code shall only be provided on a one time basis and Komodo shall not have a continued obligation to refresh, modify or service such Code.

    B. Customer acknowledges and agrees that such Code may be built in an internal Komodo environment and may not be executable in Customer's Platform instance without additional modifications which Customer shall be responsible for.

    C. Customer shall be permitted to modify the Code at its discretion subject to the terms and conditions of the Agreement.

    D. Customer further acknowledges that any ownership in any Code shall remain the sole property of Komodo.

For the avoidance of doubt, unless as otherwise provided in an Order Form, any deliverables provided as part of Analytics Consulting Services shall not be considered "work for hire" and all such intellectual property to such deliverables shall be the sole and exclusive property of Komodo.

7. MAPVIEW (including MAPEXPLORER)

Configuration, Setup, Training and Support

In the event Customer receives any licenses to MapView and/or MapExplorer, the following additional terms and conditions shall apply:

A subscription to MapView includes a set of standard services that are supported and delivered by Komodo's Customer Success team and other supporting functions (Account Management, Clinical Innovations, Product

Management, and Engineering) across the duration of our partnership term. These include:

- One time set-up and configurations as per agreed-upon codes related to the Cohort; based on Clinical analysis and definition of recommended MapView universe inputs by Komodo's Clinical Innovations team;
- Onboarding and training program aligned to your priorities to optimize the value of MapView:
    - Two (2) live onboarding training sessions per quarter to help users gain a deep understanding of MapView capabilities and functionality.
- Access to a library of training materials, videos, and use case guides
- Guidance on creating an initial set of codesets, cohorts, and dashboards from purchased templates during implementation, including defining and executing requested codesets, cohorts, and dashboards on customer's request

Customer and Company agree to the [MapView Support and Service Level Agreement terms](), which may be updated by Company from time to time.

All meetings, work and working sessions to be completed remotely via video conference, in-person at Customer's offices or from Komodo Health Offices in San Francisco, CA and New York, NY or by videoconference.

Additional services, including extended cohort support from Komodo's Clinical Innovations team, or delivery of data above and beyond what is detailed to be assessed on a case-by-case basis and may require additional support and additional fees.

Exhibit A-1

PROFESSIONAL SERVICES

Customer may request that Komodo provide certain services in support of the Workflow Solutions ("Professional Services"). In the event Customer requests Komodo to provide Professional Services, the terms and conditions set forth in this Exhibit A-1 shall apply in addition to the terms and conditions set forth in this Agreement, to the extent Komodo provides such Professional Services.

For the avoidance of doubt, any Analytics Consulting services shall not be considered Professional Services as set forth in this Exhibit A-1.

1. Definitions. Except as otherwise defined in this Exhibit A-1, capitalized terms used herein shall have the same meaning as set forth in the Agreement.
2. Professional Services. Customer agrees to retain Komodo to perform the Professional Services and prepare Work Product in each case as described in an individual SOW agreed upon and entered into by the Parties from time to time, and Komodo agrees to furnish the Professional Services and prepare the Work Product, on the terms and subject to the conditions set forth in this Exhibit A-1 and the Agreement.
3. Ownership of Work Product.
(a) Subject to Section 3(b), work product created by Komodo in performing the Professional Services ("Work Product") shall be deemed to be "work made for hire" and Komodo hereby assigns all rights, title and interests of Komodo in and to the Work Product to Customer as Customer's sole and exclusive property. Customer acknowledges that certain third party intellectual property may be licensed, used, and incorporated by Komodo during development of the Work Product, and Komodo expressly makes no representation or warranty of any kind relating to such third party intellectual property except for any Work Product (a) for which the source code is in the public domain; or (b) includes "open source" code or is licensed pursuant to an "open source" license, including by way of example, but not in limitation, the MIT License. As used herein, the term "open source" shall have the meaning defined by the Open Source Initiative.
(b) Komodo has created, acquired or otherwise has rights in, and may, in connection with the performance of Professional Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (collectively "Retained Knowledge") subject to the Confidentiality obligations as set forth in Section 3 of the Agreement. To the extent that Komodo utilizes any Retained Knowledge in connection with the performance of Professional Services hereunder, such materials shall remain the exclusive property

of Komodo and Customer shall acquire no right or interest in such property. Notwithstanding the foregoing, to the extent any Retained Knowledge are integrated in the Work Product delivered to Customer, Komodo hereby grants to Customer a perpetual, worldwide, non-exclusive, royalty-free limited license to use and modify the Retained Knowledge as integrated in the Work Product for Customer's internal business purposes only.

(c) To the extent that Komodo utilizes any of its property (including, without limitation, the Komodo Technology as defined below, or any hardware or software of Komodo) in connection with the performance of the Professional Services hereunder, such property shall remain the exclusive property of Komodo and Customer shall acquire no right or interest in such property. For purposes of this Agreement, "Komodo Technology" means the software programs and other information and technology created or developed by Komodo (in whole or in part, either alone or jointly with third parties) prior to or independent of this Agreement, including without limitation, ideas, concepts, compositions, articles of manufacture, processes and apparatus, data, writings and works of authorship (including, without limitation, software (source code and executable code), protocols, program codes, audio-visual effects created by program code and related documentation), drawings and other tangible items (including, without limitation, materials, samples, components, tools and other operating devices), and all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights in and to such programs, information and technology. Notwithstanding the foregoing, to the extent any Komodo Technology is integrated in the Work Product delivered to Customer, Komodo hereby grants to Customer a perpetual, worldwide, non-exclusive, royalty-free limited license to use and modify the Komodo Technology as integrated in the Work Product for Customer's internal business purposes only and solely in connection with Customer's use of the Work Product. In addition, and notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that (a) Komodo will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the Komodo Technology; and (b) Komodo may employ, modify, disclose,

and otherwise fully exploit the Komodo Technology (including, without limitation, providing services or creating programming or materials for other clients).

4. Professional Services Representations and Warranties. Komodo represents and warrants to Customer that:

(a) The Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards.

(b) Komodo warrants that the Professional Services excluding third-party products will, for a period of thirty (30) days after Customer's notice of acceptance of such Professional Services, perform substantially in accordance with the specifications set forth in the applicable Statement of Work.

(c) For any breach of the above warranties, Customer's exclusive remedy, and Komodo' entire liability, shall be the re-performance of the Professional Services. If Komodo is unable to re-perform the Professional Services as warranted, Customer shall be entitled to recover the fees paid to Komodo for the deficient Professional Services; or termination of the Agreement and/or Statement(s) of Work for material breach of the Agreement.

5. Acceptance Criteria.

(a) Upon completion of each deliverable under a Statement of Work, Komodo will provide a complete copy thereof to Customer and, upon request, demonstrate to Customer its functionality in conformance with the relevant specifications. Customer is responsible for conducting any additional review or testing of such deliverable pursuant to any applicable acceptance criteria or test suites agreed upon by the Parties for such deliverable.

(b) If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in the relevant Statement of Work, Customer must notify Komodo within ten (10) business days after Komodo submission of the deliverable by written notice specifying any deficiencies in detail. Komodo shall use commercially reasonable efforts to promptly cure any such deficiencies at no additional expense to Customer within twenty (20) business days of such notice and then

resubmit the deliverable for further review and acceptance testing in the same manner. Should any deliverable fail to satisfy the applicable functional requirements after the second resubmission of such deliverable to Customer, Customer may (i) again reject the deliverable and return it to Komodo for further cure and resubmission at no additional expense to Customer; or (ii) terminate the relevant Statement of Work for cause immediately upon written notice and recover all Professional Services fees associated with such deficient deliverable. Notwithstanding the foregoing, in the event the applicable functional requirements as stated in the Statement of Work are subsequently determined by the Parties to be inappropriate or to require modification due to changed circumstances, incorrect assumptions or other reasons at the time of actual delivery and testing of a deliverable, the Parties shall cooperate in good faith to appropriately modify such requirements. (c) Customer shall provide Komodo a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the applicable acceptance period shall be deemed acceptance of such deliverable.

6. Indemnification by Komodo. In addition to Section 7 of the Agreement (Indemnification by Komodo):

(a) Komodo shall not be liable for any claims for any infringement or misappropriation of intellectual property arising from or related to the Professional Services to the extent such claims are based upon: (i) intellectual property that has been modified without approval after delivery by Komodo to Customer, if the alleged infringement is due to that modification; (ii) intellectual property that has been combined by Customer, without approval by Komodo, with other products, processes or materials, and where the alleged infringement arises solely due to that combination; (iii) Professional Services or Work Product that were created according to plans or written specifications created or provided by Customer; (iv) Customer's continuation of allegedly infringing activity after being notified of the alleged infringement or after being informed of modifications that would have avoided the alleged infringement; or (v) Customer's use of the Professional Services or Work Product not in accordance with the terms and conditions of this Agreement. This Section 6 sets forth the entire liability of Komodo and the sole remedy of

Customer with respect to any alleged infringement of any part of the Services or Inventions. Komodo does not indemnify Customer in any manner whatsoever for the use of third party products, including third part intellectual property.

(b) In the event that some or all of the Professional Services or Work Product held or is reasonably believed by Komodo to infringe or misappropriate the intellectual property rights of a third party, Komodo shall have the option, at its expense, to (a) modify the Professional Services or Work Product so it no longer infringes or misappropriates; (b) obtain for Customer a license to continue using the Professional Services or Work Product; or (c) require return of the affected Professional Services or Work Product and all rights thereto from Customer. Customer may, upon thirty (30) days prior written notice to Komodo, terminate the relevant SOW, in which case Customer shall be entitled to recover the fees paid for that portion of the infringing Professional Services or Work Product.

Exhibit A-2

Software License

Customer may request that Komodo provide certain software license(s) to Workflow Solutions ("Software License"). In the event Customer requests Komodo to provide a Software License, the terms and conditions set forth in this Exhibit A-2 shall apply in addition to the terms and conditions set forth in this Agreement, to the extent Komodo provides such Software License. In the event of a conflict between the terms of this Exhibit A-2 and the Agreement, this Exhibit A-2 shall control only with respect to the Software License.

1. Definitions

1.1.   "Software" shall mean certain software or application services provided by Komodo or its third party vendors (Nintex) under this Exhibit A-2, including certain features that may be available for download and use on mobile devices such as smartphones and computing devices ("Mobile Apps") and all updates and upgrades thereof. Software requires Customer to provide each named user an appropriate Salesforce.com, Inc. license for use at Customer's

sole cost and expense. Additional licenses may be required for certain integrations with third party providers such as Veeva Systems, Inc. made available within the software. Customers should work with the appropriate parties from these third party providers to determine licensing requirements. For the avoidance of doubt, the term 'Services' in the Agreement shall include Software when a Workflow Solutions Software License is provided.

1.2. "Beta Services" Komodo services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

2. License. Subject to the terms and conditions of the Agreement and Customer's payment of all relevant fees, Komodo hereby grants to Customer a non-exclusive, non-transferable, limited, non-sublicensable, revocable license to access and use the Software for its internal business purposes, for a specified number of Users as agreed by the parties in the Order Form. "User" shall mean Customer's employees or agents, located in the country or countries identified in the applicable Order Form (the "Territory"), who, via a secured login and password shall obtain access to and receive the benefit of the Software. User rights may be transferred from one (1) individual person to another but may not be shared or used concurrently by more than one person at a time. Login credentials may not be shared or concurrently used by more than one (1) individual person. Customer agrees to submit to reasonable audit of its compliance with any usage limits upon reasonable notice by Komodo not more than once per calendar year. Customer shall be solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Software.

3. Proprietary Rights. In addition to Section 3 of the Agreement, Confidential Information of Komodo includes, but is not limited to, the Software. Customer acknowledges that the Software is owned and protected by intellectual property rights, as applicable, of Komodo and its vendors/licensors and that Customer has no rights to transfer or reproduce the Software or prepare any derivative works with respect to, or disclose Confidential Information pertaining to the Software or any part thereof. Under

no circumstances shall Customer be deemed to receive title to any portion of the Software, any deliverables or derivatives, title to which at all times shall vest exclusively in Komodo. For clarity, the Software and any deliverables or derivative works thereof is not a "work made for hire" agreement, as that term is defined in Section 101 of Title 17 of the United States Code ("**the Copyright Act**"). Customer shall preserve the Software from any liens, encumbrances, and claims of any individual or entity. Customer shall not use any information or data disclosed by Komodo to Customer in connection with this Exhibit A-2 to contest the validity of any intellectual property of Komodo or its licensors. Any such use of Komodo's information and data shall constitute a material, non-curable breach of this Exhibit A-2. Notwithstanding any other term of the Agreement, Komodo may access and use aggregated and anonymous data based upon all information of Customer that is entered or uploaded into, or accessible through the Software, so long as such data does not reveal any personally identifiable information or specific traits of any particular individual person or of Customer or any employees, agents or clients of Customer. Komodo agrees to comply with all applicable privacy laws and regulations such as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended.

4. Beta Services. From time to time, Komodo may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under the Agreement, however, all restrictions, reservation of rights and Customer obligations concerning the Services, and use of any related content, shall apply equally to Customer use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. Komodo may discontinue Beta Services at any time in its sole discretion and may never make them generally available. Komodo will have no liability for any harm or damage arising out of or in connection with a Beta Services.

5. Service Levels and Support. Komodo shall provide service levels and support as defined in an applicable Order Form.

6. Third-Party Applications. Customer shall purchase any third party applications directly from the vendors, not from Komodo, other than Nintex. Customer should make their purchase decisions based upon features that are currently available pursuant to their discussions directly with said third party vendor.   Komodo shall not take responsibility for any feature or function limitations of any third party applications purchased by Customer.

7. Customer Indemnity. In addition to Section 8 of the Agreement:

   Customer shall defend and indemnify Komodo and hold it and its affiliates, officers, directors, employees, and agents harmless from any and all claims, actions, proceedings, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by Komodo as a result of any claim, judgment, or adjudication related to or arising from: (i) any infringement of intellectual property rights or a breach of applicable laws and regulations by Customer or its Users; and (ii) claims of infringement of intellectual property rights arising from (i) use of the Software in combination with third party products, including hardware and software; (ii) failure to use the Software in accordance with the terms of the Agreement, including the Documentation; or (iii) Customer Data, as such term is defined in the Agreement.

8. Disclaimer of Warranties. IN ADDITION TO SECTION 9 OF THE AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. KOMODO AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF SOFTWARE, IS AT CUSTOMER'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION

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9. Limitation of Liability and Damages. IN ADDITION TO SECTION 9 OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY LOSS OF PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF THE SOFTWARE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF

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10. General Provisions.

10.1. <u>Affiliates, Subcontractors and Vendors</u>. Some or all of the Software, including support, may be provided by Komodo's affiliates, agents, subcontractors and information system vendors. The rights and obligations of Komodo may be, in whole or in part, exercised or fulfilled by the foregoing entities.

10.2. <u>No Legal Advice</u>. Komodo shall not provide Customer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Customer uses the Software, including those related to data privacy, or medical, pharmaceutical or health related data. Customer acknowledges that the Software may be used in ways that do and do not comply with such laws, rules or regulations and it is Customer's sole responsibility to monitor its compliance with all such relevant laws, rules or regulations. Customer acknowledges and agrees that not all features, functions and capabilities of the Software may be used in all jurisdictions, and Customer recognizes that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with applicable local law. Customer is responsible for such Customer specific use decisions and Komodo disclaims all liability for such decisions.

10.3. <u>Survival.</u> The following provisions of this Exhibit shall survive termination or expiration of the Agreement: 3 (Proprietary Rights), 7 (Customer Indemnity), 8 (Disclaimer of Warranties), 9 (Limitation of Liability and Damages) and 10 (General Provisions).

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