

Prognosis Technologies, Inc.

Enterprise Services Agreement

Effective Date: April 3rd, 2025

PLEASE READ THIS ENTERPRISE SERVICES AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE USING THE SERVICES OFFERED BY PROGNOSIS TECHNOLOGIES, INC. ("COMPANY"). BY ACCEPTING THIS AGREEMENT, CLICKING A BOX INDICATING ACCEPTANCE, EXECUTING AN ORDER FORM (AS DEFINED BELOW) THAT REFERENCES THIS AGREEMENT, OR USING COMPANY'S SERVICES, YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, WHICH ARE IN EACH CASE HEREBY INCORPORATED BY REFERENCE, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

IF THE INDIVIDUAL ACCEPTING THE AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. Free Services. If you are accessing the Service on a free, unpaid, trial, beta, testing or similar basis ("Free Services"), then unless otherwise indicated on an applicable Order Form (as defined below), certain of Company's obligations under this Agreement will not apply, as further described below.

2. Order Forms; Access to the Service. This Agreement will be implemented through one or more written order forms that reference this Agreement (each, an "Order Form"). Upon mutual execution, each Order Form shall be incorporated into and form a part of this Agreement. For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Company grants Customer a nonexclusive, limited, personal, non-sublicensable, nontransferable right and license to internally access and use the Company product(s) and/or Services(s) specified in such Order Form (collectively, the "Services") during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein. Company will provide Customer with access privileges that permit Customer to access and manage its Services account ("Customer Account"). The Services may be accessed and used by a limited number of Customer end users authorized in an Order Form ("Authorized Users"), as set forth in an applicable Order Form. Customer is solely responsible for the activity that occurs on the Customer Account. Customer must notify Company immediately of any change in Customer's eligibility to use Company's Services (including any changes to or revocation of any licenses from state authorities), and of any discovered or otherwise suspected breach of security or unauthorized use of the Customer Account. Customer shall be responsible for the acts or omissions of any person who accesses the Services using passwords or access procedures provided to or created by Customer. Customer shall ensure that Authorized Users use the Services in accordance with the terms and conditions of this Agreement. Customer shall be responsible for any Authorized User's breach of this Agreement.

3. Implementation. Upon payment of any applicable fees set forth in each Order Form, Company agrees to use reasonable commercial efforts to provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If Company provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Company otherwise provides additional services beyond those agreed in an Order Form, Customer will pay Company at its then-current hourly rates for consultation.

4. Service Updates; Beta Products. From time to time, Company may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Company shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Company may make improvements and modifications to the Services at any time in its sole discretion; provided that Company shall use commercially

reasonable efforts to give Customer reasonable prior notice of any major changes that might adversely impact Customer's use of the Services. In the event that Company provides Customer with access to any beta, free trial, demonstration, pre-release or similar versions of the Services (as may be indicated on the Services or otherwise by Company), then (i) Customer acknowledges that such Services are experimental in nature, are provided "AS IS", and may not be functional on any machine or in any environment, and (ii) Company's obligations pursuant to Sections 3 ("Implementation"), 4 ("Support; Service Levels") and 11 ("Indemnification") shall not apply to such services.

5. Ownership; Feedback. As between the parties, Company and its licensors retain all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Company for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may provide suggestions, comments or other feedback to Company with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Company notwithstanding anything else. Customer hereby assigns to Company all right, title and interest in and to any Feedback. Nothing in this Agreement will impair Company's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

6. Fees; Payment. Customer shall pay Company fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Company's net income). All Fees paid are non-refundable and are not subject to set-off. Unless otherwise specified in an Order Form, all fees shall be paid by credit or debit card through Stripe, Inc. Payments are subject to the Stripe Terms of Service, available at <https://stripe.com/us/legal>, and Privacy Policy, available at <https://stripe.com/us/privacy>, each as may be updated from time to time. If Customer exceeds any user or usage limitations set forth on an Order Form, then (i) Company shall invoice Customer for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Company then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews (in accordance with the section entitled "Term; Termination", below, such renewal shall include the additional fees for such excess users and usage).

7. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Company product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

8. Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use, display and distribute the Customer Data (defined below) and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services, including to provide such data to downstream and upstream parties authorized by Customer ("Authorized Supply Chain"). For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Company as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Company shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Company is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Company's gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Company may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer, (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use, retain and make available Aggregated Anonymous Data for Company's business purposes (including without limitation, for purposes of developing, training, enhancing, supplementing, benefiting, improving, testing, operating, promoting and marketing Company's products and services. "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Company in connection with Customer's use of the Service, but only disclosed in aggregate, anonymized form which can in no way be linked specifically to Customer. For clarity, Aggregated Anonymous Data is not Customer Data.

9. Confidentiality. For purposes of this Agreement, "Confidential Information" shall mean to the extent previously, presently or subsequently disclosed by or for either party (the "Disclosing Party") to the other party (the "Receiving Party") all financial, business, legal and technical information of the Disclosing Party or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. Confidential Information shall not include any information that (a) was rightfully known to the Receiving Party without restriction before receipt from the Disclosing Party, (b) is rightfully disclosed to the Receiving Party without restriction by a third party, (c) is or becomes generally known to the public without violation of this Agreement by the Receiving Party, (d) is independently developed by the Receiving Party or its employees without access to or reliance on such information, or (e) is required to be disclosed by law, rule, regulation, or court or administrative agency order or decree. The pricing information set forth in an applicable Order Form is Company's Confidential Information, and the Customer Data is Customer's Confidential Information. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth in this Agreement, and shall not disclose such Confidential Information to any third party except as expressly permitted herein without the Disclosing Party's written consent. The Receiving Party shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of the Disclosing Party's Confidential Information, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected misuse or unauthorized disclosure of any of the Confidential Information. In the event of any termination or expiration of this Agreement, the Receiving Party will either return or, at the Disclosing Party's request, destroy the Confidential Information of the Disclosing Party; provided however, that the Receiving Party may retain copies of the Disclosing Party's Confidential Information for routine backup and archival purposes subject to the confidentiality obligations set forth herein. The Receiving Party may make disclosures required by law or court order provided that, if permissible pursuant to applicable law, the Receiving Party shall promptly notify

the Disclosing Party of any disclosure requirement and provide reasonable assistance to the Disclosing Party in the Disclosing Party's efforts to prevent and/or limit the disclosure.

10. Third Party Services. If Customer chooses to integrate, connect, or otherwise use any application programming interfaces (APIs) and/or other services operated or provided by third parties, including without limitation through integrations or connectors to such Third Party Services that are provided by Company ("Third Party Services"), in connection with the Service, (i) Customer shall be solely responsible for the operation and availability of such Third Party Services, and (ii) Company shall not be responsible for the availability or operation of the Service. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Company does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

11. Term; Termination. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than sixty (60) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Company may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than five (5) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Company's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Company shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Company shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Company shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue promptly following receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any services provided by Company to Customer, including the data export set out above, and any assistance in exporting the Customer Data, shall be billable at Company's standard rates then in effect.

12. Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, that the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or (ii) in the case of Company as Indemnitor, the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). If such a claim is made or appears possible, Customer agrees to permit Company, at Company's sole discretion: to (i) modify or replace the Service, or component or

part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If Company determines that neither alternative is reasonably commercially available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. The foregoing obligations of Company do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Company (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Company, (iv) combined with other products, processes or materials not provided by Company (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith. Notwithstanding anything to the contrary herein, Company shall have no obligation under this Section 13 with respect to Free Services.

13. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

14. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 8, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), (III) THIRD-PARTY SOFTWARE USED WITH THE SERVICES, OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO COMPANY HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15. Miscellaneous. This Agreement represents the entire agreement between Customer and Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Company with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and the parties' consent to exclusive jurisdiction and venue in the state and federal courts located in New York, New York. All notices under this Agreement shall be in writing and shall be deemed to have been duly given: (i) when receipt is electronically confirmed, if transmitted by e-mail; (ii) when posted within the Service and a notification is sent to Customer's registered address; or (iii) when otherwise communicated via the Services in a manner reasonably calculated to provide notice. All notices to Company must be sent to the contact for Company set forth in the Order Form. Either party may update its address set forth in the Order Form by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed upon by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party; provided that if Customer is a user of Free Services, then Company may amend or modify this Agreement by (i) posting a new version of this Agreement on the Services, and (ii) providing notice to Customer via email or other reasonable means. For purposes of this Agreement, "writing" shall include any modification or amendment made electronically via the Services or email. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a

successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Company may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.