komodo®

Master Service Agreement

These General Terms and Conditions (the "Agreement") are made and entered into 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 20 notwithstanding.

1. DEFINITIONS.

For the purposes of this Agreement, the following definitions shall apply:

1.1 "*Affiliates*" means 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.

1.2 "*Agreement*" means this Master Agreement and any Order Forms entered into pursuant to the Master Agreement.

1.3 "*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 includes generative AI Technology that is able to produce content, including text, imagery, audio or synthetic data in response to Prompts by a User.

1.4 "*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 IP is the Confidential Information of Komodo, all Customer IP is the Confidential Information of Customer, and the terms and existence of this Agreement are the Confidential Information of both Parties.

1.5 "*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, but excluding Customer Usage Data.

1.6 "*Customer IP*" means the Derived Works, Customer Data, intellectual property owned by Customer that existed prior to the Effective Date, and all intellectual property related thereto.

1.7 *"Customer Usage Data"* means 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.

1.8 "*Derived Works*" means documents and other materials derived by Customer based on Customer's use of or access to the Komodo IP pursuant to the terms of this Agreement such that the documents and materials create new information, insights or understandings from the Komodo IP; for clarity, all Komodo Data transformed as a result of aggregation, summary, analysis, but excluding in such form as substantially and initially delivered actual Komodo Data or portions or excerpts of such Komodo Data, shall be deemed Derived Works.

1.9 "*Feedback*" means suggestions, comments, or other feedback about the Service, the Platform, or the Reports.

1.10 "*Input*" means Customer Data inputted by a User into the Service or a Product that is used to generate a Report or other content.

1.11 "*Komodo Data*" means 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.

1.12 "*Komodo IP*" means the Komodo Data, Reports, Prompts, 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.

1.13 "*Order Form*" means commercial agreements entered into pursuant to the terms of this Master Agreement which set forth the Service licensed by Customer and the fees and scope of such Service.

1.14 "*Patient Level Data*" means data or attributes associated with a single or specific patient.

1.15 "*Product*" means 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.

1.16 "*Prompt*" means the question, command or statement Customer inputs into a Product to generate a Report of other response.

1.17 "*Reports*" means 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.

1.18 "*Service*" means the services provided by Komodo pursuant to the terms of this Master Agreement and under an Order Form. The Service may include subscription-based access to Komodo's Product(s), Reports and/or any Komodo IP, as further detailed in an applicable Order Form.

1.19 "*Territory*" means the country or countries identified in the applicable Order Form where the Service will be accessed.

1.20 "*Third-Party Components*" means third-party applications, systems, or services developed by a third party, identified in an Order Form and offered as part of the Service, and which may be subject to a separate agreement between Customer and the third party.

1.21 "*Users*" means authorized employees of Customer and contractors or agents of Customer that access the Service behind a Customer firewall.

2. SERVICE.

2.1 Service. Komodo will provide to Customer the Service described in various Order Forms agreed to by the Parties under this Agreement which incorporate the terms of this Agreement. 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 executes 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.

2.2 Intellectual Property Rights. As between Komodo and Customer, (i) Komodo shall own all right, title, and interest to the Komodo IP, and (ii) Customer shall own all right, title and interest to the Customer IP. Each Party shall not obtain any rights in the other Party's IP other than as expressly set forth herein. Each Party reserves all rights not expressly granted to the other Party in this Agreement, including without limitation all right, title and interest in all patent rights, copyrights, trademark rights and other rights in the Komodo IP and Customer IP, as applicable. Customer shall not remove, obscure, or alter Komodo's copyright notices, trademarks, or other proprietary rights notices on the Service or the Komodo IP.

2.3 License Grant. 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 Customer's Users located in the Territory to access and use the Service, Products and Reports, as set forth in the Order Form, and to create Derived Works based on the Komodo Data, solely during the term of the applicable Order Form 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. 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.

2.4 Third Party Access. 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*."

2.5 Security Restrictions. Customer may not use any Service or 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. 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. If Customer learns of a third party having obtained knowledge of a User's credentials, Customer shall inform Komodo thereof without undue delay and promptly change such User credentials.

2.6 Restrictions. 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 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 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; (n) 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 (o) 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.

2.7 No Re-identification. 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.

2.8 <u>Third Party Components</u>. The Service may contain links Third Party Components. Komodo is not responsible for the data, content, or functionality of any Third Party Component, or for any changes or updates to such Third Party Components. 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 Third Party Component. 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.

2.9 <u>AI Technology</u>. Customer agrees that it shall not input Komodo IP into any public AI Technology (e.g., publicly available versions of ChatGPT, Claude, Copilot, Gemini, etc.). Subject to the use rights and restrictions in the Komodo IP set forth in this Agreement and any Order Form, Customer is permitted to use Komodo IP in Customer's private AI Technology solely for the use and benefit of Customer. Prior to entering Komodo IP into any private AI Technology, Customer shall enter into a binding agreement with the provider of the AI Technology in which the provider agrees to: (a) take all steps necessary to maintain the confidentiality and security of the Komodo IP such that the Komodo IP is not disclosed to any other entity or individual; (b) not use Komodo IP for its own purposes, including training data sets or models, even if such information is deidentified; (c) disclaim ownership and property interests in all inputs and outputs; and (d) delete all Komodo IP at the termination or expiration of such agreement between Customer and the AI Technology provider. Customer shall configure any private AI Technology to ensure that the AI Technology does not disclose Komodo IP to any other entities or third parties. Customer may not load Komodo IP into any AI Technology, allow any AI Technology to process Komodo IP, or use Komodo IP to train any AI Technology that may be used for the benefit of any entity or third party other than Customer. After expiration or termination of the applicable Order Form, Customer agrees to stop using, delete, and remove all Komodo IP and any copies thereof, from all AI Technology. Upon Komodo's request, Customer shall produce information sufficient to confirm compliance with this section.

2.10 <u>Audit</u>. During the Term and a period of six months following termination of this Master Agreement, Komodo may audit Customer's compliance with the use rights and restrictions with respect to Komodo IP set forth in this Master Agreement and in 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.

3. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS.

3.1 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.

3.2 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.

3.3 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. Customer agrees that if it provides Komodo any Feedback, such Feedback is given voluntarily and is considered Komodo IP. 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.

4. CONFIDENTIALITY.

4.1 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***").

4.2 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.

4.3 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 4.4; (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 4.3; 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 4.

4.4 Compelled Disclosures. 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 4.3; 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 4.4, 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.

5. PAYMENT TERMS; PURCHASE ORDERS.

5.1 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.

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

5.3 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 applicable laws and regulations as determined by Komodo. 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.

5.4 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.

5.5 If Customer requires a Purchase Order number to be included on any invoice, Customer must provide the Purchase Order number either (i) in this Order Form at execution, or (ii) within two (2) business days after execution. If Customer fails to provide the PO number within this timeframe, Komodo may invoice without a PO number and payment terms shall commence upon Komodo's issuance of the invoice. Any terms on a Purchase Order that conflict with the Agreement or Order Form are rejected, and this Agreement and the applicable Order Form controls. For purposes of this Agreement, the term "Purchase Order" means a Customer-generated document binding upon the Customer to purchase the Products identified therein.

5.6 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.

6. TERM, TERMINATION AND TERMINATION SUPPORT.

6.1 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 to the other Party 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.

6.2 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. Either Party 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.

6.3 In addition to Komodo's right to terminate as set forth in Section 6.2 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.

6.4 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 6.2 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 during such 30 day period. 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.

6.5 Sections 1, 2.2, 2.7, 2.10, 4, 6, 7, 8, 9, 10, 15, 18, 19, and 20 will survive the expiration or termination of this Agreement.

7. WARRANTIES AND DISCLAIMERS.

7.1 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.

8. INDEMNIFICATION BY KOMODO.

8.1 Komodo will defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Service (excluding Customer Data, Prompts, 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, Prompts 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 if 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.

8.2 Customer will (x) notify Komodo of a claim for which it seeks indemnity in writing and in detail without undue delay, (y) authorize Komodo to conduct any judicial and extrajudicial proceedings with the third party on its own, and (z) provide Komodo with any reasonable assistance so that Komodo may defend against the claim.

8.3 THE PROVISIONS OF THIS SECTION 8 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.

9. INDEMNIFICATION BY CUSTOMER.

9.1 Customer shall indemnify and hold Komodo and its directors, officers, and agents harmless from third party claims arising from or related to (i) a material breach of this Agreement or an applicable Order Form, (ii) any use of the Komodo Data or Reports in any Customer publication, (iii) 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 (iv) any violation of applicable law or regulation or violation of the legal rights of others by Customer or its employees or agents, or (v) an allegation that the Customer Data provided to Komodo under this Agreement infringes upon the intellectual property rights of a third party. 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.

9.2 Komodo will (x) notify Customer of a claim for which it seeks indemnity in writing and in detail without undue delay, (y) authorize Customer to conduct any judicial and extrajudicial proceedings with the third party on its own, and (z) provide Customer with any reasonable assistance so that Customer may defend against the claim.

10. EXCLUSIONS OF CERTAIN DAMAGES; LIMITATIONS OF LIABILITY.

10.1 IN NO EVENT WILL EITHER PARTY 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) INCOMPLETE, INACCRUATE OR UNRELIABLE DATA OR INFORMATION PRODUCED BY AI TECHNOLOGY OR CONTAINED IN A REPORT GENERATED BY AI TECHNOLOGY (ALSO KNOWN AS "HALLUCINATIONS"), (VI) LOSS OR CORRUPTION OF DATA OF INFORMATION (WHETHER ANY OF THE LOSSES SET OUT IN (I) TO (VI) 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.

10.2 SUBJECT TO SECTION 10.3, NOTWITHSTANDING ANY DAMAGES THAT A PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF A PARTY 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 A PARTY INCURS UP TO THE AMOUNT PAID OR PAYABLE TO KOMODO DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

10.3 NOTHING IN THIS AGREEMENT EXCLUDES A PARTY'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.

11. 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.

12. NO ASSIGNMENT. Neither Party may assign this Agreement, or any rights or duties hereunder, by contract, operation of law, or otherwise, without first obtaining the other Party's express written consent, provided, however, that either Party may assign this Agreement in whole in the event of a Change of Control without the consent of the other Party, but with notice, and provided further that if Customer attempts to assign this Agreement in a Change of Control to a competitor of Komodo, 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.

13. 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.

14. 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.

15. GOVERNING LAW; STATUTE OF LIMITATIONS. The interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Delaware, 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 Dover, Delaware.

16. 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 if 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 16 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.

17. BULK SENSITIVE DATA. Customer understands that the provisioning of the Komodo Data under this Agreement is a Covered Data Transaction that requires compliance with the Data Security Program ("DSP") implemented by the United States National Security Division under Executive Order 141171 and implemented in a final regulation codified at 28 CFR Part 202. Customer covenants, represents, and warrants that it and its permitted affiliate(s): (a) are not a Country of Concern or a Covered Person; (b) do not act on behalf of any Country of Concern or Covered Person; (c) will not knowingly permit any Country of Concern or Covered Person to access or receive the Data; (d) will not engage in a Prohibited Transaction; and (e) will comply with all applicable requirements of the DSP with respect to their receipt and use of the Komodo Data. The terms "Covered Data Transaction", "Country of Concern", "Covered Person", and "Prohibited Transaction" shall be defined as set forth in 28 CFR Part 202.

18. 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.

19. 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.

20. ENTIRE AGREEMENT. This Master 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 it 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. 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

Business Email*

SUBMIT

The Evidentiary Standard

New York City ▪ San Francisco ▪ Chicago ▪ Chennai

The Komodo Platform

Marmot

Healthcare Map

MapEnhance

Software Suite

MapAI

MapLab

MapLab Enterprise

MapExplorer

MapView

Drug Projections

Field Sales Insights

Clinical Alerts

Custom Analytics

KOL Profiling

Medical Information Cloud

Scientific Publications Cloud

Research & Grants Cloud

Industry

Consultancies

Life Sciences

Clinical Development

Commercial

HEOR/RWE

Medical Affairs

MedTech & Med Device

Partnerships

Patient Services

Risk-Bearing Entities

Government

Resources

Company

Careers

Life at Komodo

Why Komodo

Support

Get a Demo

Contact Us

Privacy Notice   Global Expert Privacy Notice   Terms of Service   Do Not Sell My Info   Trust Center   Sitemap   Cookie Settings