

BY CLICKING THIS BOX INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR OTHERWISE ACCESSING OR USING ANY MATERIALS OR SERVICES PROVIDED OR MADE AVAILABLE BY PRUDENTIA, YOU:

(A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT ("Client"); AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CLIENT TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. SERVICES.

Prudentia will perform the following services (the "Services"):

- a. provide to Client one copy of the Valuation Report within seven business days after Prudentia confirms that it has received all requested Client Materials (as defined below) needed to create the Valuation Report; and
- b. provide to Client one copy of the Diligence Report (and together with the Valuation Report, the "Reports") within seven business days after Prudentia confirms that it has received all requested Client Materials needed to create the Diligence Report.

2. CLIENT OBLIGATIONS.

a. Client acknowledges that Client's prompt provision of (and Prudentia's access to) Client assistance, cooperation, and complete and accurate information and data from Client's officers, agents and employees ("Cooperation") is essential to the performance of the Services, and that Prudentia shall not be liable for any failure to perform or deficiency in performing the Services arising out of Client's failure to provide full Cooperation as required hereunder.

b. Cooperation includes, without limitation:

i. Client's prompt provision of all clinical, financial, legal, and other records or information that Prudentia requires Client to deposit into the Data Room or otherwise provide to Prudentia (which may include, without limitation, clinical trial data, regulatory documents, compliance reports, clinical development plans and product and sales forecasts) ("Client Materials"); and

ii. Full and prompt cooperation from management, business development and licensing, clinical and scientific teams, accounting, legal, financial or other personnel or providers.

c. Client understands that use of the Data Room will be subject to additional terms and conditions ("Data Room Terms"). Client is solely responsible for its compliance, and its users' compliance, with the Data Room Terms.

3. REPORTS. THE REPORTS MAY CONTAIN INACCURACIES OR INCOMPLETE OR FALSE INFORMATION. ALL REPORTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. CLIENT IS SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING ALL REPORTS AND IS SOLELY RESPONSIBLE FOR ITS USE OF REPORTS.

4. CLIENT MATERIALS.

Client will be solely responsible for the accuracy, quality, and legality of the Client Materials. It is understood that Prudentia will be entitled to rely on and use Client Materials and other information that is publicly available without independent investigation or verification thereof and will not be responsible in any way for the accuracy, completeness or reasonableness of any such information or to conduct any independent verification thereof or appraisal of assets related to the Client. Without limiting the foregoing sentences in this Section 4, the Client acknowledges that Prudentia will assume all financial or scientific forecasts or assessments provided by Client have been prepared in good faith and reflect then-currently available estimates and judgments of Client as to the Client's expected future performance taking into account known trends and uncertainties that are reasonably likely to occur or persist, as the case may be. Client represents and warrants that it has obtained all consents, permissions, or approvals as may be necessary or required for Prudentia to process, store or otherwise use the Client Materials and to provide the Services and Reports in accordance with this Agreement without violating any third party rights or any applicable law.

5. OWNERSHIP; CLIENT LICENSES.

a. Prudentia assigns to Client its rights (if any) in and to the Reports (but excluding any Prudentia IP therein). Client acknowledges that the contents of Reports are probabilistically generated by artificial intelligence technologies and may be similar to or the same as the contents of Reports provided to third parties, and no rights to any Reports or any content therein generated, provided, or returned for or to third parties are granted to Client under this Agreement.

b. Client retains ownership of the Client Materials. Client grants to Prudentia:

i. during term of this Agreement, an irrevocable, non-exclusive, non-transferable (except as permitted under Section 15.c), royalty-free and worldwide right and license to access, use, reproduce, process, analyze and otherwise exploit the Client Materials to provide and perform the Services and generate the Reports and the content therein; and

ii. a perpetual, irrevocable, non-exclusive, non-transferable (except as permitted under Section 15.d), royalty-free, and worldwide right and license to access, use, reproduce, process, analyze and otherwise exploit (a) the Reports and the content therein to: (1) develop, improve, and train Prudentia's products, services and technologies; (2) test and assess the performance of Prudentia's products, services and technologies; and (3) develop, improve and train other products, services, technologies and materials based on or derived from Reports and the content therein; and (b) Client Materials in aggregated and de-identified form to develop, improve and train Prudentia's products, services and technologies.

c. Prudentia may grant and authorize sublicenses to the rights granted in Section 5.b to its current and future affiliates and to any service provider to Prudentia or any of its current or future affiliates.

d. Client will not, and will not authorize or enable any third party to, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or the underlying methodologies, models, algorithms or structures of any products, services, or technology of Prudentia or any Prudentia IP.

6. FEES; PAYMENTS.

Client shall pay for the Services ("Fees"), which will be charged to the credit card on the Client account. Amounts payable under this Agreement are denominated in U.S. dollars and are non-refundable. Other than net income taxes imposed on Prudentia, Client will bear all taxes, duties, and other governmental charges resulting from this Agreement. Client agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less) for all amounts not paid within thirty (30) days from the date of the invoice therefor.

7. TERM.

This Agreement will begin on the date on which it is accepted by Client, and will automatically terminate upon completion of the Services unless terminated earlier in accordance with Section 8.

8. TERMINATION.

Either party may terminate this Agreement at any time upon fifteen (15) days advance written notice to the other party. In the event that either party fails to perform its obligations pursuant to this Agreement and such failure continues for a period of thirty (30) days following written notice from the other party, this Agreement may be terminated by the non-breaching party by giving a notice of termination to the other party. Upon termination or expiration of this Agreement, (i) Prudentia will cease provision of the Services; and (iii) Client shall pay Prudentia for all Services performed up through the termination date as well as all Fees due that have not yet been paid to Prudentia (including, without limitation, the Cost Reimbursement Amounts). The following Sections, and all defined terms needed to interpret those Sections, shall survive any expiration or termination of this Agreement: Sections 2.a, 2.c, 3, 4, 5, 6, 8, 9, 10, 11.b, 12, 13, 14 (for 2 years after expiration or termination only), and 15 shall survive any termination of this Agreement.

9. RESERVATION OF RIGHTS.

Nothing in this Agreement will be deemed as an assignment by Prudentia or its licensors of any right, title or interest in or to any products, services or technologies (including, without limitation, any software, algorithms, models, know-how, trade secrets, methodologies, procedures, processes, techniques or other technology of any type and in any form), or any intellectual property rights, that Prudentia (a) owns or controls prior to or separate from this Agreement or (b) improves, develops or creates in the course of performing this Agreement that are necessary or useful for Prudentia's business and that when used or exploited do not reveal Client's identity or Confidential Information (such items in clauses (a) and (b), "Prudentia IP") other than the rights granted to Client in the Reports as set forth above. To the extent any Report includes or embodies any Prudentia IP, Client may use and exploit such Prudentia IP as part of such Reports. Prudentia reserves all rights that are not expressly granted in this Agreement and does not grant any implied rights under any theory.

10. FEEDBACK.

If Client provides any input, comments, ideas or feedback to Prudentia concerning the Services or Reports or any other aspect of Prudentia's products, services, or business ("Feedback"), such Feedback will not constitute Confidential Information, and Client hereby grants to Prudentia a non-exclusive, perpetual, irrevocable, transferable, royalty-free, and worldwide license, with the right to grant and authorize sublicenses, to implement, use, modify, or otherwise exploit, in any way without restriction, the Feedback, without any fees, attribution or other obligations to Client.

11. WARRANTY.

a. Mutual Warranties. Each party hereby represents and warrants that (i) it is duly organized, validly existing, and in good standing in its jurisdiction of formation; (ii) the execution and delivery of this Agreement and the transactions

contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of itself; and (iii) this Agreement constitutes a valid and binding obligation that is enforceable in accordance with its terms.

b. No Other Warranties. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 11, PRUDENTIA MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES OR THE DATA ROOM, OR ANY WORK PRODUCT DEVELOPED HEREUNDER (INCLUDING REPORTS), OR ACCURACY OF THE REPORTS, AND PRUDENTIA HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

12. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PRUDENTIA WILL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE DATA ROOM, THE REPORTS OR THE SERVICES, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; (B) WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL PRUDENTIA BE LIABLE FOR CLIENT'S RELIANCE ON THE REPORTS OR ANY LOSS OF CLIENT MATERIALS; AND (C) UNDER NO CIRCUMSTANCES WILL PRUDENTIA'S TOTAL LIABILITY OF ANY AND ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE REPORTS, THE DATA ROOM, OR THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO PRUDENTIA FOR THE SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION). Client acknowledges that the limitations of liability contained in this Section 12 are a fundamental part of the basis of Prudentia's bargain hereunder, and Prudentia would not enter into this Agreement absent such limitations.

13. INDEMNIFICATION.

Client will defend, indemnify and hold Prudentia and its directors, officers, principals, owners, agents or employees (individually or collectively, the "Indemnified Parties") harmless from any and all losses, claims, damages, liabilities and expenses (including, without limitation, fees and expenses of counsel and the costs of any investigation, preparation, retention of expert witnesses or otherwise) arising from or related to the Client Materials, the Reports (including, without limitation, Client's reliance on or use thereof or any content therein), or Client's (or any party Client authorizes to access and use the Data Room) breach of the Data Room Terms.

14. CONFIDENTIALITY.

a. Confidential Information. For purposes of this Agreement, "Confidential Information" means any information that is expressly marked as confidential or that otherwise should be considered confidential given the nature of the information and circumstances of its disclosure that is disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"). This Agreement is Prudentia's Confidential Information. Confidential Information does not include that which (i) is already in the Receiving Party's possession at the time of disclosure to the Receiving Party, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Receiving Party, (iii) is obtained by the Receiving Party from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Receiving Party.

b. Restrictions on Use. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than in furtherance of performing its obligations or exercising its rights arising under this Agreement. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any third parties except to the officers, directors, employees, consultants, or sublicensees of Disclosing Party or any of its current or future affiliates with a need to know to perform obligations or exercise rights arising under this Agreement. The Receiving Party shall maintain Confidential Information of the Disclosing Party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances.

c. Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent required by a judicial order or other legal obligation, provided that, in such event, the Receiving Party shall, to the extent permitted by applicable law, notify the Disclosing Party to allow intervention (and shall cooperate with the Disclosing Party, at Disclosing Party's sole expense) to contest or minimize the scope of the disclosure (including application for a protective order). Further, each party may disclose the terms and conditions of this Agreement: (i) as required by applicable laws, including, without limitation, in connection with any requirements to disclose the Agreement to any regulatory agency or authority; (ii) to legal counsel, accountants, and other professional advisors; (iii) to actual or potential lenders, investors, or acquirers; and (iv) in connection with the enforcement of this Agreement or any rights hereunder.

15. GENERAL.

a. Integration and Severability. This Agreement is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof and thereof shall be unaffected and remain in full force and effect.

b. Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Massachusetts. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a court in Middlesex County, Massachusetts, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

c. Modification and Waiver. Prudentia may, from time to time, change this Agreement. Please check this Agreement periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. Prudentia may require Client to accept modified Agreement in order to continue to use the Service. If Client does not agree to the modified Agreement, then Client should discontinue use of the Service. Except as expressly permitted in this Section, this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement.

d. Non-Assignable. No right or obligation of Client under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Prudentia, and any attempt to assign, delegate or otherwise transfer any of Client's rights or obligations hereunder without such consent shall be void. Subject to the preceding sentence, this Agreement shall bind each party and its permitted successors and assigns. Prudentia may assign any of its rights or obligations under this Agreement without the consent of Client.

e. Remedies. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its reasonable attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

f. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile (fax), delivered by overnight delivery service, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed to Prudentia at 245 Main Street, Cambridge MA 02142, and to Client at the address in Client's account. If notice is given in person, by courier or by fax, it shall be effective upon receipt; if notice is given by overnight delivery service, it shall be effective two (2) business days after deposit with the delivery service; and if notice is given by mail, it shall be effective five (5) business days after deposit in the mail.

g. Force Majeure. Both parties shall be excused from performance under this Agreement for any period to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance, or failures or fluctuations in electrical power or telecommunications equipment.

h. Construction. The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

i. Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

j. Marketing. Prudentia may use Client's name and logo in marketing materials shared with third parties.

k. Nonsolicit. Client may not solicit for employment or engagement as an independent contractor any employee or independent contractor of Prudentia who was involved in the performance of this Agreement during the term of this Agreement and for 2 years thereafter.