



Cirro Bio Marketplace Master Services Agreement

This Cirro Bio Marketplace Agreement ("Agreement") made by and between Cirro Bio, Inc., a Washington corporation incorporated under the laws of the State of Washington and having its registered office at 255 S King Street, Suite 800, Seattle, WA 98104, United States, ("Cirro")

AND

The party subscribing to the Product ("Subscriber"). This Agreement sets forth the terms pursuant to which Subscriber will be permitted to use and receive access to the Cirro Platform and receive certain Services (as each case is defined herein), in each case as identified in one or more statements of work (each, a "Statement of Work"). Cirro and Subscriber may each be referred to as a "Party" or collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties agree as follows:

1 CIRRO SUBSCRIPTION AND SERVICES

1.1 Statements of Work

The specific details of the subscription to the Cirro Platform and the Services to be performed will be described in a Statement of Work that is executed by both parties. Once executed by both parties, each Statement of Work will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Statements of Work. If there is a conflict between the terms of this Agreement and the terms of a Statement of Work, the terms of this Agreement will control unless the Statement of Work states that a specific provision of this Agreement will be superseded by a specific provision of the Statement of Work. Appendix A includes the initial SOW for engagement of Cirro with the Subscriber.

During the term of a Statement of Work, Subscriber may access and use the Cirro Platform only for its internal business purposes in accordance with the Documentation, subject to the terms and conditions of this Agreement and the Statement of Work.

1.2 Restrictions

Except as otherwise agreed in writing by Cirro, Subscriber may not: (a) copy the Cirro Materials, in whole or in part; (b) distribute copies of Cirro Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Cirro Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code,



algorithms or the underlying structure of the Cirro Platform; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Cirro Materials to third parties; (f) use the Cirro Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Cirro Materials to any third party.

1.3 Open-Source Software

Subject to the requirements of Section 5.1(d), the Cirro Platform may contain or be provided with Open-Source Software. If Subscriber's use of the Cirro Platform subjects Subscriber to the terms of any license governing the use of Open-Source Software, then information identifying such Open-Source Software shall be incorporated or referenced in the Documentation. The terms of this Agreement apply to Open-Source Software (i) to the extent not prohibited by the license to which the Open-Source Software is subject, including without limitation, warranties and indemnification, and (ii) except to the extent required by the license to which the Open-Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this Agreement only with respect to such Open-Source Software, and not to the entire Cirro Platform, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

1.4 Support Service

Cirro agrees to provide support services as part of the subscription to the Subscriber as outlined in any applicable Statements of Work. Subscriber will give Cirro timely access to Subscriber Materials reasonably needed for the Support Services, and if Subscriber fails to do so, Cirro's obligation to provide Support Services will be excused until access is provided; provided, Cirro will use such Subscriber Materials only for purposes of providing Support Services. Customer may use Support Services deliverables only as part of its authorized use of the Cirro Platform.

2 FEES

Fees for the Cirro Platform subscription and services (including hosting) are payable as described in the Statements of Work hereto. All fees are due within 30 days of the invoice date. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less.

3 ADDITIONAL TERMS



To the extent not covered under this Agreement, the following terms of use and online policies, are incorporated by reference into this Agreement:

Terms of Use: By entering into this Agreement, the parties agree to comply with the online Terms of Use, as may be amended from time to time, which can be found at <https://cirro.bio/terms-of-use>.

Privacy Policy: The parties acknowledge and consent to the collection, use, and processing of personal data as outlined in the online Privacy Policy, which is available at <https://cirro.bio/privacy-policy>.

Cookie Policy: The use of cookies and related technologies in connection with this Agreement is governed by the online Cookie Policy, which can be accessed at <https://cirro.bio/cookie-policy>.

Acceptable Use Policy: The parties agree to abide by the Acceptable Use Policy, which outlines permissible use of services and data and can be reviewed at <https://cirro.bio/acceptable-use-policy>.

Customer Security Requirements: Subscriber agrees to abide by the Customer Security Requirements found at <https://cirro.bio/customer-security-requirements>.

In the event of any conflict between this Agreement and the above-referenced online policies, the terms of this Agreement shall prevail unless otherwise expressly stated. The parties acknowledge that these online policies may be updated periodically and continued use of services provided under this Agreement constitutes acceptance of any such updates, subject to the precedence rules of this Agreement.

4 PROPRIETARY RIGHTS

4.1 Cirro Materials

Cirro will retain all rights, title and interest it may have in and to the Cirro Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Cirro any rights of ownership or any other proprietary rights in or to the Cirro Materials or any Proprietary Rights therein.

4.2 Feedback

Subscriber may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Cirro Materials or Support Services ("Feedback"), provided however, that Feedback does not include any Subscriber Data or Subscriber Materials. Cirro may use and incorporate Feedback in Cirro's products and services without compensation or accounting to Subscriber, provided that neither Cirro



nor its use of the Feedback identifies Subscriber as the source of such Feedback. Subscriber will have no obligation to provide Feedback, and all Feedback is provided by Subscriber “as is” and without warranty of any kind.

5 WARRANTIES

5.1 Cirro Materials

Cirro represents and warrants to Subscriber that: (a) during the Term of this Agreement, the Cirro Platform Subscription and Services will conform, in all material respects, to the Documentation and the technical specifications set forth in an applicable Statement of Work; (b) Cirro will use commercially reasonable practices consistent with industry standards designed to detect and protect the Cirro Platform against any viruses, “Trojan horses”, “worms”, spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Cirro Platform or interference with or harm to the operation of the Cirro Platform or any systems, networks or data; (d) Cirro has sufficient rights and authority to grant the rights granted under this Agreement, without requiring consent of a third party.

5.2 Support Services

Cirro represents and warrants that any Support Services outlined in each Statement of Work will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in accordance with this Agreement and Documentation and specifications set forth in the applicable Statement of Work.

5.3 Remedies

If the Cirro Platform or any Service fails to conform to the foregoing warranties, Cirro will promptly, at its option and expense, correct the Cirro Platform and re-perform the Services as necessary to conform to the warranties. If Cirro does not correct the Cirro Platform or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days (the “Cure Period”), as Subscriber’s sole remedy and Cirro’s exclusive liability (except as provided in Section 9), Subscriber may for a period of 30 days following the conclusion of the Cure Period, elect to terminate this Agreement without further liability and Cirro will provide Subscriber with a refund of any fees prepaid to Cirro by Subscriber, prorated for the portion of the Agreement unused at the time Subscriber reported the breach of warranty to Cirro, as well as, if applicable, any service credits available under Cirro’s SLA or other policies.

5.4 Warranty Exclusions



Cirro will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Cirro Platform by Subscriber in violation of this Agreement or applicable Law; (b) modifications to the Cirro Materials not provided by Cirro or its Personnel; (c) use of the Cirro Platform in combination with third-party equipment or software not provided or made accessible by Cirro or contemplated by the Agreement or Documentation; or (d) use by Subscriber of the Cirro Platform in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Subscriber.

5.5 Compliance with Laws

Each Party represents and warrants to the other Party that it will comply with all applicable international, national, state, and local laws, ordinances, rules, regulations, and orders, as amended from time to time (“Laws”) applicable to such Party in its performance under this Agreement.

5.6 Power and Authority

Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party’s performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

5.7 Disclaimer

EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE CIRRO MATERIALS, SERVICES, SUBSCRIBER MATERIALS AND SUBSCRIBER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CIRRO DOES NOT WARRANT: (A) THAT THE CIRRO MATERIALS WILL MEET THE SUBSCRIBER’S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE CIRRO PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE.

6 CONFIDENTIALITY

6.1 Confidential Information



“Confidential Information” means any nonpublic information disclosed or made available by either Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party’s Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Cirro Materials are Confidential Information of Cirro and Data are Confidential Information of Subscriber.

6.2 Obligations

The Parties will maintain as confidential and will not disclose Confidential Information of the other Party. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement or as necessary for proper use of the Cirro Platform. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party’s Confidential



Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3 Compelled Disclosure

If and to the extent required by applicable Law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding any provisions herein, if Subscriber is a governmental entity, Subscriber will comply with all Laws applicable to it with respect to disclosure of public information.

7 ADDITIONAL OBLIGATIONS AND RESPONSIBILITIES

7.1 Acceptable Use; Restrictions on Sensitive Information.

7.1.1 Subscriber will not intentionally use the Cirro Platform or any component thereof to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Cirro Platform or any component or data contained therein or on Cirro's system or network or circumvent the security features of the Cirro Platform; or (d) perform penetration testing, vulnerability testing or other security testing on the Cirro Platform or any component or Cirro's systems or networks or otherwise attempt to gain unauthorized access to the Cirro Platform or Cirro's systems or networks.

7.1.2 Subscriber will not use the Cirro Platform to store or process Highly Sensitive Information. "**Highly Sensitive Information**" means, for purposes of this Agreement: (1) "special categories of personal data," "sensitive personal information," or "Sensitive Personal Data," as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); or (3) other information subject to additional protections or regulation under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations).



Supplier shall have no responsibility for Highly Sensitive Information where the Cirro Platform is not approved by Cirro to be used with Highly Sensitive Information.

7.1.3 Cirro may suspend Subscriber's or a User's right to access or use any portion or all of the Cirro Platform immediately upon notice to Subscriber (a) if Cirro, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Subscriber or a User's use of the Cirro Platform poses a material risk to the security or operation of Cirro's systems, service or the systems or data of any other customer, or (ii) Subscriber or a User's use of the Cirro Platform violates this Section 7.1 or is illegal or fraudulent; (b) if Subscriber fails to pay any undisputed amounts within 30 days after notice of past due amounts; or (c) if Subscriber uses the Cirro Platform to store or process Highly Sensitive Information. To the extent reasonably practicable, Cirro will limit the suspension of the Cirro Platform pursuant to subsection (a) as needed to mitigate the applicable risk. Cirro will promptly restore the Cirro Platform and Services to Subscriber upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

7.2 Subscriber Data and Subscriber Materials

7.2.1 Subscriber is and will continue to be the sole and exclusive owner of all Subscriber Materials, Subscriber Data and other Confidential Information of Subscriber, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Cirro any rights of ownership or any other proprietary rights in or to the Subscriber Data and Subscriber Materials.

7.2.2 Subscriber represents and warrants to Cirro that it has or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide Subscriber Data to Cirro and for Cirro to use Subscriber Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Subscriber shares or permits access to Subscriber Data.

7.2.3 The Parties agree that Subscriber Data and Subscriber Materials are Confidential Information of Subscriber. Subscriber hereby grants to Cirro a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use Subscriber Materials and Subscriber Data solely for the purpose of, and to the extent necessary for, performing Cirro's obligations under this Agreement. In no event will Cirro access, use or disclose to any third party any Subscriber Data or any Subscriber Materials for any purpose whatsoever other than as necessary for the purpose of providing the Cirro Platform and Services to Subscriber and performing its obligations under this Agreement. Cirro will not aggregate, anonymize or create any data derivatives of Subscriber Data



other than as necessary to provide the Cirro Platform or Services to Subscriber and to perform its obligations in accordance with the terms and conditions of this Agreement.

7.2.4 Subscriber will have full access to, and has the right to review and retain, the entirety of Subscriber Data contained in the Cirro Platform. At no time will any computer or electronic records containing Subscriber Data be stored or held in a form or manner not readily accessible to Subscriber through the ordinary operation of the Cirro Platform, except for backups of Subscriber Data stored and/or maintained at Subscriber's direction or in accordance with the Documentation and Privacy and Security Terms. Cirro will provide to Subscriber all passwords, codes, comments, Keys and other documentation necessary for such access and use of the Cirro Platform, and Subscriber will be entitled to delete, or have Cirro delete, Subscriber Data as expressly specified by Subscriber.

7.3 System Data

To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Subscriber, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Subscriber or any device as originating through or interacting with Subscriber or its Affiliates ("Identifiable System Data"), Cirro may only collect and use Identifiable System Data internally to administer, provide and improve the Cirro Platform and Services as a generally available service offering, to identify opportunities for Subscriber to optimize its use of the Cirro Platform, including the provision of additional training, and to identify to Subscriber complementary uses of Cirro's other products and services. Cirro will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Subscriber and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers, or other persons interacting with Subscriber and Affiliates. Cirro will not target any development efforts arising from its use of Identifiable System Data at any person on the basis of the intended recipient's relationship with Subscriber or any of its Affiliates or the intended recipient being in same industry or market as Subscriber or any of its Affiliates. Cirro will not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

7.4 Use of Other Data

Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Cirro's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i)



Subscriber, its Affiliates, Users, customers, suppliers or other persons interacting with Subscriber and its Affiliates or any Confidential Information of Subscriber, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Cirro Platform as originating through Subscriber or its Affiliates or interacting with Subscriber or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

7.5 Security; Breach Notification

Cirro will comply with the security practices incorporated or referenced in the Documentation for the Cirro Platform, provided however that at all times Cirro will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures designed: (a) to maintain the security and confidentiality of Subscriber Data; and (b) to maintain the availability and integrity of Subscriber Data and to protect Subscriber Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Cirro will inform Subscriber promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any Subscriber Data (a "Security Incident"), provided that such notification is not prohibited by Law. Cirro will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Subscriber Data. At Subscriber's request and cost, Cirro will reasonably cooperate with Subscriber in complying with its obligations under applicable law pertaining to responding to a Security Incident. Cirro's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Cirro of any fault or liability with respect to the Security Incident.

7.6 Data Protection Legislation

7.6.1 Each Party will comply with all applicable Data Protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations.

7.6.2 Without limiting the generality of the foregoing, if Cirro is furnishing Personal Data to Subscriber or if Cirro is Processing Personal Data on behalf of Subscriber, including in the provision of Support Services, then Cirro and Subscriber and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Data Protection Law. Cirro and Subscriber expressly agree to be bound



by other terms and conditions that reflect their respective legal obligations with respect to Personal Data, Cirro and Subscriber agree to negotiate in good faith a Data Processing Addendum, or a Business Associate Agreement, as applicable. For the avoidance of doubt, no Personal Data should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Data Protection Law.

7.7 Remedies

Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled.

8 LIMITATIONS OF LIABILITY

8.1 Disclaimer; General Cap

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) CIRRO'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE FEES AND OTHER AMOUNTS PAID OR REQUIRED TO BE PAID UNDER THE APPLICABLE STATEMENT OF WORK IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

9 INDEMNIFICATIONS

9.1 Cirro Indemnity

Cirro will, at its expense, defend Subscriber and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Subscriber Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party (including government investigations), ("**Claims**") to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Cirro Materials or Subscriber's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Subscriber Data resulting from breach of Cirro's obligations under the Privacy and Security Terms or any violation by Cirro of Data Protection Laws. Cirro will pay all costs, damages, and amounts



finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Subscriber in any such Claims.

9.2 Subscriber Indemnity

Subscriber will, at its expense, defend Cirro and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively “**Cirro Indemnified Parties**”) from and against any and all Claims to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Subscriber Materials or Subscriber Data or Cirro’s use thereof as permitted under this Agreement; and (b) any unauthorized or unlawful Processing of Subscriber Data by Cirro in the performance of its obligations as permitted under this Agreement resulting from any inaccuracy or breach of Subscriber’s representations, warranties, and/or obligations under Section 7.2.2. Subscriber will pay all costs, damages, and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Cirro in any such Claims. Notwithstanding any provisions herein to the contrary, if Subscriber is a governmental entity, this Section 9.2 will not apply except as permitted by applicable Law.

9.3 Process

The party(ies) seeking indemnification pursuant to this Section 9 (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) will give the other Party (the “Indemnifying Party”) prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party’s expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties’ prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement



into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

9.4 Infringement Remedy

In addition to Cirro's obligations under Section 9.1, if the Cirro Platform or other Cirro Materials is held, or in Cirro's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Cirro's opinion an injunction is likely to be obtained, that would prohibit or interfere with Subscriber's use of the Cirro Materials under this Agreement, then Cirro will at its option and expense either: (a) procure for Subscriber the right to continue using the affected Cirro Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Cirro Materials so that the modified or replacement Cirro Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Cirro cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Cirro will notify Subscriber and either Party may terminate this Agreement, in which case Cirro will refund to Subscriber any fees prepaid to Cirro by Subscriber prorated for the unused portion of the Agreement. For clarity, Cirro's indemnification and defense obligations under this Section include infringement Claims based on use of the Cirro Materials by Subscriber Indemnified Parties following an initial infringement Claim except that, if Cirro responds to an infringement Claim by accomplishing the solution in (b), Cirro will have no obligation to defend and indemnify Subscriber for infringement Claims arising from Subscriber's use after the accomplishment of (b) of the infringing Cirro Materials for which Cirro provided modified or replacement Cirro Materials and a reasonable time to implement the modified or replacement Cirro Materials.

9.5 Security Breach Remedy

Cirro's obligations under Section 9.1, in the event of any Security Incident resulting from breach of Cirro's obligations under any Privacy and Security Terms or any violation by Cirro of Data Protection Laws, Cirro will pay the government fines and penalties and other out-of-pocket costs incurred by Subscriber, to the extent reasonable and documented, for (a) investigating and responding to the Security Incident; (b) legal advice regarding the Security Incident; (c) providing notification to affected individuals, applicable government and relevant industry self-regulatory agencies and the media; (d) providing credit monitoring and/or identity theft services to affected individuals; (e) operating a call center to respond to questions from affected individuals; and (f) any



other investigation, mitigation, remediation, or notification required by law or regulators to be undertaken by Subscriber in response to such Security Incident.

9.6 Limitations

9.6.1 Cirro will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Cirro Materials not provided by Cirro or its Personnel; (b) use of the Cirro Platform in combination with third-party equipment or software not provided or made accessible by Cirro or not specifically referenced for use with the Cirro Materials by the Documentation; or (c) use of the Cirro Materials by Subscriber in breach of this Agreement. Cirro's liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Cirro Platform in combination with third-party equipment or software provided or made accessible by Cirro or specifically referenced by the Documentation is limited to Cirro's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Cirro Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Cirro Materials to the actual or allegedly infringed claims (e.g., the Cirro Materials are alleged to satisfy one limitation of a claim with four separate limitations and Cirro would be responsible for a 25% share of the defense and indemnity obligations).

9.6.2 Subscriber will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Subscriber Materials or Subscriber Data not provided by Subscriber or its Personnel; or (b) use of the Subscriber Materials or Subscriber Data by Cirro in breach of this Agreement.

9.6.3 This Section 9 states the entire liability of Cirro with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Cirro Materials or any part thereof or by any use thereof by Subscriber, and this Section 9 states the entire liability of Subscriber with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Subscriber Materials, Subscriber Data or any part thereof or by any Processing thereof by Cirro.

9.7 Not Limiting

The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10 TERM AND TERMINATION

10.1 Term



This Agreement will continue in full force until expiration or termination of all Statements of Work hereunder, unless earlier terminated earlier by either Party as provided by this Agreement (the “Term”).

10.2 Termination

Either Party may terminate this Agreement (and/or any Statement of Work hereunder) if the other Party materially breaches this Agreement or a Statement of Work and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. Termination by Cirro pursuant to this Section does not prejudice Subscriber’s right, and Cirro’s obligation, to extract or assist with the retrieval or deletion of Subscriber Data as set forth in Section 10.3.2 following such termination.

10.3 Effect of Termination.

10.3.1 Upon termination or expiration of this Agreement, Subscriber’s right to use the Cirro Platform will terminate, and Subscriber’s access to the Cirro Platform and Service provided under a Statement of Work may be disabled and discontinued.

10.3.2 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Subscriber Data and Subscriber Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.3 (Effect of Termination), 11 (General), and 12 (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11 GENERAL

11.1 Applicable Law

This Agreement will be governed and interpreted under the laws of the State of Washington, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the state King County, Washington. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

11.2 Assignment



Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Cirro may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise and Subscriber may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Subscriber's account or the Subscriber's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

11.3 Entire Agreement

This Agreement, together with any Statement of Works and the Appendixes, constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Subscriber and Cirro. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

11.4 Export Laws

Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Subscriber, where Subscriber or its Users use the Cirro Platform or Services, and in the case of Cirro, where Cirro provides the Cirro Platform or Services. Each Party certifies that (i) it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including but not limited to the sanctions programs of the U.S., the European Union, and UN Security Council. Neither Party will export, re-export, ship, or otherwise transfer the Cirro Materials,



Services or Subscriber Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.

11.5 Force Majeure

Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "Force Majeure Event"). If a Force Majeure Event continues for more than 14 days, Subscriber may cancel the unperformed portion of the Agreement and receive a pro rata refund of any fees prepaid by Subscriber to Cirro for such unperformed portion.

11.6 Headings

The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11.7 No Third-Party Beneficiaries

Except as specified in Section 9 with respect to Subscriber Indemnified Parties and Cirro Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

11.8 Notices

To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

11.9 Nonwaiver



Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

11.10 Publicity

Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

11.11 Relationship of Parties

The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Subscriber and Cirro, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Subscriber and Cirro. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter contracts on behalf of, bind, or otherwise oblige the other Party.

11.12 Severability

If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

11.13 Subcontracting

Cirro may use Subcontractors in its performance under this Agreement, provided that: (a) Cirro remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Cirro or cause any loss of warranty under this Agreement; and (b) Cirro agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Cirro such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Cirro. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Cirro will be deemed the act or omission of Cirro. Upon request, Cirro will identify to Subscriber any Subcontractors performing under this



Agreement, including any that have access to Subscriber Data, and such other information reasonably requested by Subscriber about such subcontracting.

12 DEFINITIONS

12.1 “Affiliate” means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

12.2 “Subscriber Data” means all data, Personal Data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Subscriber or its Users to or collected, received, transmitted, processed, or stored by Subscriber or its Users using the Cirro Platform in connection with this Agreement, or (b) derived from (a). Subscriber Data is Confidential Information of Subscriber.

12.3 “Subscriber Materials” means any property, items or materials, including Subscriber Data, furnished by Subscriber to Cirro for Cirro’s use in the performance of its obligations under this Agreement.

12.4 “Subscriber’s Computing Environment” means the Subscriber computing environment in which Cirro authorizes use of the Cirro Platform.

12.5 “Contractor” means any third-party contractor of Subscriber or other third-party performing services for Subscriber, including outsourcing suppliers.

12.6 “Data Protection Law(s)” means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement.

12.7 “Documentation” means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Cirro Platform, its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Cirro publishes or provides under this Agreement.

12.8 “Cirro Platform” means the product as deployed and hosted by Cirro in the Cirro’s Computing Environment and any software, associated with such platform, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Cirro provides at no additional cost to its customers generally (and not as a separate product or service).



12.9 “Cirro Materials” means the Cirro Platform, Documentation and any other items, materials or deliverables that Cirro provides, or is obligated to provide, as part of this Agreement.

12.10 “Cirro’s Computing Environment” means the computing infrastructure and systems used by Cirro to provide the Cirro Platform.

12.11 “Open-Source Software” means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to Subscriber for use, modification and redistribution.

12.12 “Personal Data” means information the Subscriber Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. “Personal Data” includes equivalent terms in other Data Protection Law, such as the term “Personal Information,” as context requires, to the extent such information forms part of the Subscriber Data.

12.13 “Personnel” means a Party or its Affiliate’s directors, officers, employees, nonemployee workers, agents, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

12.14 “Privacy and Security Terms” means Section 7.5, the Data Protection Addendum agreed between the parties (if applicable), and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Agreement.

12.15 “Process” or “Processing” means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.

12.16 “Proprietary Rights” means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks;; and (e) analogous rights throughout the world.

12.17 “Services” means all services that Cirro provides or is obligated to provide under this Agreement, including without limitation Support Services and other services as described in Statements of Work.



12.18 “Subcontractor” means any third-party subcontractor or other third party to whom Cirro delegates any of its duties and obligations under this Agreement.

12.19 “Support Services” means the support and maintenance services for the Cirro Platform that Cirro provides, or is obligated to provide, as described in the Agreement.

12.20 “System Data” means data and data elements (other than Subscriber Data) collected by the Cirro Platform or Cirro's Computer Environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Cirro Platform that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Cirro Platform.

12.21 “User” means Subscriber, its Affiliates and any person or software program or computer systems authorized by Subscriber or any of its Affiliates to access and use the Cirro Platform as permitted under this Agreement, including Contractors of Subscriber or its Affiliates.



Appendix A. Statement of Work

This Statement of Work ("SOW") forms part of and is subject to that certain Master Services Agreement (above) by and between Cirro Bio, Inc., a Washington corporation incorporated under the laws of the State of Washington and having its registered office at 255 S King St, Suite 800, Seattle, WA 98104, United States, ("Cirro"), and "Subscriber". Capitalized terms used but not defined in this Statement of Work have the meanings given to them in the MSA.

1.0 SERVICES

1.1 Cirro Platform Subscription – \$200,000 Annually

Covered Use of Cirro Platform: Research – de-identified data only.

Project Limit: No more than 15 projects can exist within the organizational tenant at one time.

Core platform infrastructure includes critical services that enable the operation of websites, APIs (Application Programming Interfaces), security infrastructure, logging, and other foundational components of an application. These services ensure that applications are available, scalable, secure, and performant. There are no restrictions on user limit.

1.2 Service Level Agreement

The following services are included as part of the tenant-level subscription described above.

Service / Guarantee	Commitment
Email & Support Portal Communication	✓
Severity 1 Issue Support Hours	24/7
Severity 2-4 Issue Support Hours	9AM – 5PM PST Monday – Friday
Required Monthly Uptime	99.5%
Disaster Recovery	✓
Incident Response, Threat Detection & Remediation	✓
Annual Penetration Testing	✓
Research Data	✓
PHI / Clinical Data	Not included

2.0 COST BREAKDOWN



Project Period

Description	Cost in USD
Cirro Platform Subscription	\$16,667 / month
Project Account Hosting	N/A
Service Retainer	N/A

Subscriber may upgrade subscription or add additional service offerings (service retainer, hosting, project-based consultancy) by reaching out to Cirro team.

Subscriber may terminate its subscription to the Cirro Platform set forth herein for convenience, with 90 days' notice to Cirro.

3.0 ADJUSTMENTS AND RENEGOTIATIONS

3.1 Scope Changes

Should the scope of the Services provided under this Statement of Work change significantly, the Parties agree to renegotiate the fees in good faith to reflect the increased or decreased scope of work.

Any such renegotiation shall be documented in a written amendment to this Statement of Work, signed by both Parties.

3.2 Extraordinary Circumstances

In the event of extraordinary circumstances such as significant changes in technology, regulatory requirements, or business conditions, either Party may request an adjustment to the fees.

Such requests shall be made in writing and include detailed justification for the proposed adjustment. The Parties shall negotiate in good faith to reach an agreement on the adjustment.