END USER LICENSE AGREEMENT (“EULA”)

PREAMBLE

This agreement (the “Agreement”) governs the use of the Product subscribed to by the Buyer via the AWS Marketplace. This Agreement consists of two parts:

PART 1: the Licensor Amendment (specific terms of Waiv (“Licensor” or “Waiv”)); and

PART 2: the Standard Contract for AWS Marketplace – 2023 Update (2023-11-07) (the “Standard Contract”).

In the event of any conflict between Part 1 and Part 2, Part 1 shall prevail, as set out in Section 1 of Part 1.

Where Buyer and Licensor have executed a separate written agreement governing Buyer’s access to and use of the Product, and the applicable private offer on AWS Marketplace expressly identifies that agreement by title and date (a “Signed Agreement”), the Signed Agreement shall govern Buyer’s Subscription in lieu of this Agreement.

PART 1: AMENDMENT TO STANDARD CONTRACT FOR AWS MARKETPLACE

Product Name: Solen H&E - TME analysis platform.

1. SCOPE AND PRIORITY

This Amendment (the “Amendment”) modifies the Standard Contract governing the licensing of the software product identified above (the “Product”). In the event of any conflict between this Amendment and the Standard Contract, this Amendment shall control.

Unless defined elsewhere in this Amendment, terms in initial capital letters have the meanings set forth in the Standard Contract.

2. DEFINITIONS

“**Authorized Environment**” means (a) where the Product is deployed in Buyer’s Computing Environment, the AWS account(s) and region(s) designated by Buyer at the time of Subscription or subsequently notified to Licensor in writing; and (b) where the Product is provided as a SaaS Service, Licensor’s Computing Environment.

“**Change of Control**” means any transaction or series of related transactions by which any person or group of persons acting in concert (a) acquires, directly or indirectly, more than fifty percent (50%) of the voting securities of Buyer or the power to direct its management and policies; or (b) acquires all or substantially all of the assets of Buyer, whether by merger, consolidation, sale of assets, sale of stock or otherwise.

“**Customer Output**” means the cell detections, cell classifications, segmentation masks, quantitative measurements (e.g.density,spatial metrics), reports and other results generated by the Product from Buyer’s inputs, excluding Usage Data. For the purposes of the Standard Contract, Customer Outputs constitute Buyer Data.

“**Model Assets**” means the weights, biases, parameters, hyperparameters, training data, internal architecture and source code of the Product and of any AI model comprising it.

“**Research Findings**” means the scientific conclusions, hypotheses, correlations and other findings that Buyer derives from its own analysis of Customer Outputs, alone or together with other data. Research Findings do not include the Customer Outputs themselves.

“**Usage Data**” means System Data (as defined in Section 13 of the Standard Contract) and any equivalent technical data generated or collected by the Product when deployed in Buyer’s Computing Environment, such as logs, error and crash reports, performance and availability metrics, configuration and version information, and volumes and frequency of use, provided that Usage Data (a) does not contain any Buyer Data, any image or other input submitted to the Product, any Customer Output or any Research Findings;

(b) does not identify Buyer, any User, any patient or any other natural person; and (c) cannot reasonably be used to reconstruct any of the foregoing.

3. AI MODEL RESTRICTIONS; USE RESTRICTIONS

The restrictions in this Section are in addition to, and restrict the permissions granted under, Section 2 of the Standard Contract. Buyer will not, and will not permit any other person, including any User, Affiliate or Contractor, to:

(a) use the Product in a manner or for a purpose that infringes, violates or misappropriates any third party's Proprietary Rights or otherwise violates any applicable law;

(b) use any Customer Output, alone or combined with other data, as training, validation or reference data (including as labels or ground-truth annotations) to develop, train, fine-tune or improve any machine-learning model or other software that detects, segments, classifies or quantifies cells or tissue structures in pathology images, or that could otherwise substitute for all or part of the Product; reproduce the Product's user interface or workflows in any product or service; or use the Product for the benefit of any direct competitor of Licensor;

(c) benchmark the Product, or publish or disclose to any third party the results of any comparison of the Product's performance with that of any other product or service, without Licensor's prior written consent;

(d) attempt to reconstruct, infer or replicate any Model Assets, whether by analyzing the Product's code or memory, by observing its behavior through repeated or structured queries, or by any other technique;

(e) access or attempt to access any Model Assets, or any file, volume, container layer or memory in which Model Assets are stored or executed, other than through the interfaces made available by Licensor;

(f) copy, export or move the Product or any Model Assets outside the Authorized Environment, or use any snapshot, image, clone or backup of a volume or instance containing the Product for any purpose other than Buyer's own business continuity and disaster recovery within the Authorized Environment;

(g) circumvent any access, usage or security restriction relating to the Product, or disable the generation or transmission of Usage Data, except as permitted under Section 7.3;

(h) conduct any penetration test, or any security or vulnerability test designed to circumvent the Product's security features, provided that Buyer may perform non-intrusive automated vulnerability scanning of its own Computing Environment in the ordinary course, and shall promptly notify Licensor of any vulnerability identified in the Product, this Section 3(h) being without prejudice to Section 7.1.1(d) of the Standard Contract;

(i) remove or obscure any proprietary notices, labels or regulatory statements on or in the Product or its Documentation; or

(j) access or use the Product from, or make it available to any person located in, any country or territory subject to comprehensive sanctions or an embargo of the United States or any other applicable jurisdiction, or otherwise in breach of Section 12.4 of the Standard Contract, or use the Product in a manner that is fraudulent.

4. NO REVERSE ENGINEERING; MODEL PROTECTION

4.1 Without limiting Section 3 or Section 2.3(d) of the Standard Contract, Buyer will not decompile, disassemble or otherwise reverse engineer the Product, attempt to discover any Model Assets, or modify the Product except as expressly permitted in the Documentation or authorized in writing by Licensor. To the fullest extent permitted by applicable law, Buyer waives any permission to reverse engineer the Product under Section 2.3(d) of the Standard Contract.

4.2 Buyer acknowledges that the license keys, entitlement checks, encryption and other access controls of the Product constitute technological measures that effectively control access to copyrighted works, and Buyer will not circumvent any such measure.

4.3 The Product and the Model Assets embody trade secrets of Licensor. This Section 4 survives any termination or expiration of this Agreement.

5. REGULATORY STATUS; RESEARCH USE ONLY

5.1 The Product is offered for translational and other non-clinical research purposes only. It is not a medical device or an in vitro diagnostic medical device, and no regulatory authority (including the FDA, the EMA or any notified body) has cleared, approved, certified or otherwise authorized it.

5.2 Customer Outputs are not intended to inform the diagnosis, prognosis, treatment or management of any individual patient. Unless Licensor has agreed otherwise in a separate written agreement, Buyer will not use the Product or any Customer Output (a) to make or support any decision regarding the care of an identified patient; or (b) within, or to generate evidence for the regulatory clearance or approval of, any medical device, in vitro diagnostic or companion diagnostic.

5.3 Any commercial diagnostic or companion-diagnostic use of the Product, of Customer Outputs, or of any test that incorporates either of them, requires a separate written agreement with Licensor.

5.4 Buyer will not make, and will ensure that its Users do not make, any statement or claim regarding the Product that is inconsistent with this Section 5.

6. INTELLECTUAL PROPERTY SUPPLEMENT

This Section supplements, and does not limit, Section 4 of the Standard Contract.

6.1 As between the Parties, Buyer owns all right, title and interest in and to Customer Outputs and Research Findings, subject to the restrictions in Section 3, which continue to apply to Customer Outputs after termination or expiration of this Agreement. Neither Customer Outputs nor Research Findings include, and Buyer acquires no rights in, the Product or any Model Assets.

6.2 Licensor retains all right, title and interest in and to the Product, the Model Assets, the Documentation, the Usage Data and any improvements, modifications and derivative works of any of the foregoing, by whomever made.

7. USAGE DATA

7.1 Buyer acknowledges that the Product generates and transmits Usage Data to Licensor. Licensor may collect and use Usage Data to provide, maintain, secure and support the Product, to monitor compliance with this Agreement, to comply with its legal and regulatory obligations, and to develop and improve its products and services.

7.2 Licensor will not use Usage Data to identify Buyer or any natural person, or to learn anything about the content of Buyer's research, including the samples, cohorts, targets or projects analyzed with the Product. Licensor will not disclose Usage Data to third parties except (a) to its service providers bound by confidentiality obligations, or (b) in aggregated form that does not identify Buyer.

7.3 Where the Product is deployed in Buyer's Computing Environment, Buyer may, on written notice to Licensor, limit the transmission of Usage Data to the minimum categories described in the Documentation as necessary to support the Product and to verify compliance with this Agreement and with the applicable usage limits. Licensor shall not be liable for any failure to provide support or any degradation of the Product resulting from such limitation.

7.4 This Section 7 supplements Sections 7.3 and 7.4 of the Standard Contract, which shall apply to Usage Data whether the Product is provided as a SaaS Service or deployed in Buyer's Computing Environment.

8. BUYER DATA; DATA PROTECTION

8.1 Buyer represents and warrants that, with respect to any Buyer Data and other inputs it submits to the Product, it has (a) all rights, licenses and authorizations necessary for such submission and for the processing contemplated by this Agreement; (b) where such data relate to patients or other natural persons,

obtained all consents, ethics committee approvals and other authorizations required under applicable law; and (c) pseudonymized or de-identified such data to the extent required by applicable law or reasonably practicable for the intended research purpose.

8.2 Buyer will submit to the Product only data that has been de-identified and will not submit any protected health information (as defined under HIPAA) or any data that directly identifies a natural person, unless the Parties have first executed a business associate agreement. Buyer is solely responsible for any submission in breach of this Section 8.2.

8.3 Where the Product is provided as a SaaS Service, Licensor will process Buyer Data solely to provide the Product and Support Services to Buyer, in accordance with this Agreement and the Privacy and Security Terms forming part of the Standard Contract. To the extent Licensor Processes Personal Data on behalf of Buyer, the Data Processing Addendum attached to the Standard Contract applies in accordance with Section 7.6.2 of the Standard Contract.

8.4 Where the Product is deployed in Buyer's Computing Environment, Licensor does not access Buyer Data, save as required to provide Support Services at Buyer's request, in which case Sections 8.2 and 8.3 shall apply to such access.

8.5 For the purposes of Section 7.1.2 of the Standard Contract, the Parties agree that the SaaS Service is designed to be used with data de-identified in accordance with Section 8.2, and that such data does not constitute Highly Sensitive Information. Buyer shall not submit any other Highly Sensitive Information to the Product, unless the Parties have agreed in writing on the applicable safeguards.

9. AI OUTPUTS

9.1 Buyer acknowledges that the Product relies on machine-learning models that generate probabilistic outputs. Customer Outputs may be incomplete, inaccurate or unsuitable for a given purpose, and their performance may vary depending on the characteristics of the inputs (including image quality, staining, scanner type and tissue type).

9.2 Any warranty given by Licensor under Section 5.1 of the Standard Contract relates to the material conformity of the Product with its Documentation and does not extend to the accuracy, completeness or fitness for a particular purpose of any Customer Output. Buyer is solely responsible for evaluating Customer Outputs, including through appropriate review by qualified personnel, and for any Research Findings, conclusions or decisions derived from them.

10. PRODUCT UPDATES; MODEL VERSIONS

10.1 Licensor may update, modify or replace the Product and any AI model comprising it from time to time, provided that such changes do not materially reduce the overall functionality of the Product during the current Subscription term.

10.2 Licensor will inform Buyer of any new version of an AI model comprising the Product through release notes or the Documentation. Where the Product is deployed in Buyer's Computing Environment, Buyer may continue to use the version it has deployed for the remainder of the current Subscription term, subject to Licensor's right to require an update necessary to address a security vulnerability or legal or regulatory requirement. Where the Product is provided as a SaaS Service, Licensor will use commercially reasonable efforts to give Buyer at least thirty (30) days' prior notice before retiring a model version.

11. THIRD-PARTY COMPONENTS

The Product may include software, libraries or development kits licensed to Licensor by third parties. Where the licensors of such components require that specific terms be passed on to end users, those terms are set out or referenced in the Product Listing or the Documentation, do not constitute Additional Terms within the meaning of Section 2.5 of the Standard Contract, and form part of this Agreement. Buyer's use of such components is subject to such terms in addition to this Agreement.

12. INDEMNIFICATION SUPPLEMENT

This Section supplements, and does not limit, Section 9 of the Standard Contract. In addition to Buyer's indemnification obligations under Section 9.2 of the Standard Contract, Buyer will defend, indemnify and hold harmless Licensor and its Affiliates, and their respective employees, officers, directors, agents and contractors, from and against any and all Claims to the extent arising out of or relating to: (a) any death, personal injury, property damage or other loss allegedly caused by a drug candidate, therapy, diagnostic test or other product or service that Buyer, or any person acting on its behalf, develops, commercializes or provides in reliance on Customer Outputs or Research Findings, or by any decision Buyer makes on the basis of Customer Outputs or Research Findings; (b) Buyer's use of the Product or Customer Outputs in breach of Section 5 (Regulatory Status; Research Use Only); or (c) Buyer's breach of Section 8.1 or 8.2 (Buyer Data). Buyer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement, and any government fines and penalties assessed against or incurred by Licensor, in any such Claims. Section 9.3 (Process) of the Standard Contract applies to this Section 12.

13. LIMITATION OF LIABILITY

13.1 **Additional exceptions.** In addition to the exceptions in Sections 8.2 and 8.3 of the Standard Contract, the exclusions of and limitations on liability set forth in Section 8.1(a) and (b) of the Standard Contract will not apply to (a) Buyer's breach of Section 3 (AI Model Restrictions; Use Restrictions), Section 4 (No Reverse Engineering; Model Protection) or Section 5 (Regulatory Status; Research Use Only); or (b) Buyer's infringement or misappropriation of Licensor's Proprietary Rights.

13.2 **Licensor's liability.** For clarity, (a) Licensor's liability for breach of Section 6 (Confidentiality) of the Standard Contract remains subject to Section 8.1 of the Standard Contract; (b) Licensor's liability for any Security Incident or any violation of Data Protection Law remains subject exclusively to Section 8.4 of the Standard Contract; and (c) nothing in this Amendment limits Sections 8.2 and 8.3 of the Standard Contract.

13.3 **General cap.** Except as set out in this Section 13 and in Sections 8.2 to 8.4 of the Standard Contract, Section 8.1 of the Standard Contract continues to apply to both Parties.

14. SUSPENSION; EQUITABLE RELIEF

14.1 Licensor may suspend Buyer's access to the Product, in whole or in part, upon written notice if Licensor reasonably believes that Buyer or any User is in breach of Section 3, 4 or 5, or that Buyer's use of the Product poses a security risk to the Product, the Model Assets or any third party. Licensor will limit the suspension in scope and duration to what is reasonably necessary and will restore access promptly once the cause of the suspension has been remedied. This Section 14.1 supplements Section 7.1.3 of the Standard Contract and also applies where the Product is deployed in Buyer's Computing Environment, in which case the Parties agree that a suspension effected in accordance with this Section 14.1, including by deactivating Keys, does not breach Section 5.1(b) of the Standard Contract.

14.2 Buyer acknowledges that any breach of Section 3 or 4 may cause Licensor irreparable harm for which monetary damages would be an inadequate remedy. Licensor shall be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or restrain any such breach, without the requirement to post a bond, in addition to any other remedy available to it.

15. ASSIGNMENT

Section 12.2 of the Standard Contract is amended, as between Licensor and Buyer, to provide that Buyer may not assign or transfer this Agreement, in whole or in part, to any third party without Licensor's prior written consent, except (subject to the following sentence) in connection with a Change of Control of Buyer. Solely with respect to a Subscription that provides access to the Product without usage limits (including a Subscription priced for unlimited usage under an enterprise or unlimited-usage plan), a Change of Control of Buyer will be deemed an assignment requiring Licensor's prior written consent, and no license or other right under such Subscription will extend to any acquirer or its Affiliates absent such consent. A Change of Control of Buyer will not require consent under, or otherwise affect, any Subscription that specifies usage limits. Licensor's assignment rights under Section 12.2 of the Standard Contract remain unchanged.

16. AUDIT

16.1 **Certification.** Upon Licensor's reasonable written request, made no more than once per calendar year, Buyer will certify in writing, signed by an authorized officer, its compliance with Sections 3, 4 and 5.

16.2 **Audit.** If Licensor has reasonable grounds, including on the basis of Usage Data, to believe that Buyer is not in compliance with Section 3, 4 or 5, Licensor, or an independent third-party auditor bound by confidentiality obligations no less protective than Section 6 of the Standard Contract, may audit such compliance upon no fewer than ten (10) business days' prior written notice, and no more than once per calendar year.

16.3 **Conduct; cost.** Audits will take place during Buyer's normal business hours and in a way that does not unreasonably disrupt its operations. The auditor will follow Buyer's reasonable security and confidentiality rules, will review only what is reasonably needed to verify compliance with Sections 3, 4 and 5, and will not access Buyer Data. Each Party bears its own audit costs. However, if the audit reveals a material breach, Buyer will reimburse Licensor's reasonable and documented audit costs, and that audit will not count toward the annual limit in Section 16.2.

16.4 This Section 16 does not concern usage or Fees, which are metered and billed through AWS Marketplace.

17. TERMINATION; EFFECTS; SURVIVAL

17.1 In addition to its rights under Section 10 of the Standard Contract, Licensor may terminate this Agreement immediately upon written notice if Buyer breaches Section 3(b), 3(d), 3(e), 3(f) or 4, the Parties agreeing that such breaches are not capable of cure. Any other breach of Section 3 or 5 remains subject to Section 10.2 of the Standard Contract.

17.2 Upon termination or expiration of this Agreement, Buyer will promptly cease all use of the Product and permanently delete all copies of the Product and any Model Assets from the Authorized Environment and from any backup, snapshot or image, and will certify such deletion in writing upon Licensor's request. Buyer may retain Customer Outputs and Research Findings, subject to Section 6.1.

17.3 Sections 3 (as applied to Customer Outputs), 4, 5, 6, 7, 8, 12, 13, 14, 16 (for twelve (12) months following termination), 17 and 18 survive any termination or expiration of this Agreement.

18. GENERAL

This Amendment constitutes an amendment agreed upon by the Parties for the purposes of Sections 1.3 and 12.3 of the Standard Contract. All other terms and conditions of the Standard Contract remain in full force and effect. This Amendment is effective as of the date of Buyer's subscription to the Product.

PART 2: the Standard Contract for AWS Marketplace – 2023 Update (2023-11-07) (the "Standard Contract").