

Finomics, LLC Software Use Agreement

This Finomics, LLC (“**Finomics**”) Software Use Agreement (“**Agreement**”) is made as of the 24th day of September, 2025 (the “**Effective Date**”) and governs the use of Finomics Software (the “**Product**”). If applicable, the individual accepting this Agreement on behalf of an entity represents that he or she has the authority to bind the entity to these terms on its behalf.

2. Product Fees. Rights to access the Product (including payment, subscription terms, prices for renewal, billing and applicable taxes) are outlined in your quote or order form. Finomics may supplement this Agreement with additional terms as necessary. All fees are non-refundable and non-cancelable except where expressly indicated within a quote or order form. Fees not paid when due will accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower, applied as of the date of invoice. Failure to pay fees when due may result in access to the Product being terminated.

3. Restrictions. The purchase of a license to use the Product does not include the purchase of any software or any ownership rights in any software. During the term of this Agreement, you receive a limited, revocable, non-exclusive, non-transferrable right and license to access and use the Product. Finomics reserves all of its rights, title and interest in and to the Product, including all intellectual property and other proprietary rights. You may not: (a) provide a third party with access to the Product except as necessary to provide services to you as an agent or contractor; (b) copy, modify, adapt, assign, sublicense, encumber, transfer, distribute, translate, rent, lease, sell, prepare derivative works based on, reverse engineer, decompile or disassemble any portion of the Software, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Product in whole or in part, except as expressly provided hereunder or otherwise upon Finomics prior written consent; or (c) attempt to remove or otherwise alter any proprietary notices or labels from the Product or any portion thereof. You will use the Product solely in compliance with all laws. Upon notification of overuse of the Product, you must purchase additional subscription rights or stop such overuse within thirty (30) days.

4. Compatibility and Access. You are responsible for verifying compatibility between the Product and your systems. Under no circumstances shall Finomics be responsible or liable for any compatibility issues or problems.

5. Data Collection and Reporting. Finomics does not collect customer data unless it is necessary for functionality of the Product. Finomics is not responsible for the privacy, security or integrity of any data.

6. Termination. This Agreement commences upon the Effective Date and will continue until expiration of a subscription term for the Product without prior renewal or until terminated by either party for cause upon 30 days’ written notice to the other party, whichever occurs first. Upon expiration or termination of this Agreement: (a) you will immediately cease to use the Product; (b) you will uninstall the Product within thirty (30) days of the date of expiration or termination; (c) you may not renew the then-current subscription term; and (d) the entirety of this Agreement, including your payment obligations, will survive.

7. Limitations and Exclusions of Liability. **The Product is provided to you on an ‘as is’ and ‘as available’ basis without representations, warranties, guarantees or conditions of any kind, either express or implied. Finomics expressly disclaims all representations, warranties, guarantees and conditions, including any implied warranties of merchantability and merchantable quality, fitness for a particular purpose, title, quiet**

enjoyment or non-infringement or those arising out a course of dealing or usage of trade. Except to the extent prohibited under law, Finomics shall not be liable for damages of any kind arising out of or in connection with any Product, including any direct, indirect, special, incidental, consequential or punitive damages, including loss of revenue or profits, loss of data, business interruption, cover and costs of substitute goods or services, however caused and whether in contract, in tort or under any other theory of liability. If Finomics is liable to you for damages of any kind, then Finomics's total, cumulative liability to you, arising out of or related to any Product, whether in contract, in tort or under any other theory of liability, will not exceed the price that you paid to Finomics during the six (6) month period before such liability arose. Multiple claims will not increase this limit. The parties have agreed that the limitations of this section will survive and apply even if any limited remedy specified in this Agreement is found to have failed its essential purpose.

8. Support Responsibilities. Finomics is responsible for the designed and intended use of Products in regard to code, configuration and support materials. Finomics is not responsible for ensuring compatibility or implementation.

9. General Terms. You will not access the Product in violation of any country's laws or regulations, including export controls. No waiver of this Agreement by Finomics will be deemed a further or continuing waiver. You may submit purchase orders for your administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as stated herein or by a writing signed by both parties. Finomics may amend this Agreement upon notice to you. Such amendments will apply on a going-forward basis and your continued use of our Product after such changes are implemented constitutes your acknowledgment and acceptance of the changes to the Agreement. If you do not agree to such amendments, your recourse is to refrain from further use of the subscribed Product. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect. Acceptance of this Agreement is binding, and any contractual matters, non-contractual matters or obligations arising out of this Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona without regard to the conflicts of laws provisions thereof. Unless waived by Finomics in writing for the particular instance (which Finomics may do at its option), the sole jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Maricopa County, Arizona, USA. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving notices or as otherwise allowed by law. You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder without Finomics' prior written consent. This Agreement constitutes the final and entire agreement between you and Finomics with respect to the Product, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein.