

FORAY BIOSCIENCE, INC.

Pando Terms

PLEASE READ THESE PANDO TERMS ("**TERMS**") CAREFULLY BEFORE USING THE SERVICES OFFERED BY FORAY BIOSCIENCE, INC. ("**COMPANY**"). BY MUTUALLY EXECUTING ONE (1) OR MORE ORDER FORMS WITH COMPANY WHICH REFERENCE THESE TERMS (EACH, AN "**ORDER FORM**"), YOU ("**CUSTOMER**") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "**AGREEMENT**") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA COMPANY'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY COMPANY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. ANY CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE APPLICABLE ORDER FORM.

1. Definitions.

- a. "**Authorized User**" means Customer's employees: (i) who are authorized by Customer to access and use the Service under this Agreement; and (ii) for whom access to the Service has been purchased hereunder; provided that an Authorized User may only access and use the Service if such user has been provisioned a Seat.
- b. "**Minimum Monthly Fee**" means the minimum monthly fees corresponding to the Minimum Seat Commitment.
- c. "**Seat**" means a single unit of licensed access to the Service, provisioned by either Customer or Company, permitting one (1) Authorized User access at any time. A Seat is considered billable once provisioned and remains billable regardless of usage. Seats may be reassigned by Customer to different Authorized Users but may not be used concurrently by multiple Authorized Users (i.e. each such concurrent Authorized User requires a Seat).

2. Order Forms; Access to the Service; Authorized Users. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Company grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Company product(s) and/or service(s) specified in such Order Form (collectively, the "**Service**," or "**Services**") during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Company's applicable official user documentation for such Service (the "**Documentation**"). Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Service and shall cause Authorized Users to comply with such provisions.

3. Support. Company will use commercially reasonable efforts to provide support services to Customer during normal business hours, which are 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding Company holidays.

4. Service Updates. From time to time, Company may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("**Updates**"), and such Updates will become part of the Services and subject to this Agreement; provided that Company shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Company may make improvements and

modifications to the Services at any time in its sole discretion; provided that Company shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.

5. Ownership; Feedback. As between the parties, Company retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Company for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Company with respect to the Service ("**Feedback**"). Company acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Notwithstanding anything else, Customer shall, and hereby does, grant to Company a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Company's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

6. Fees; Payment.

- a. Customer shall pay Company the fees as set forth in each Order Form ("**Fees**"). Unless otherwise specified in an Order Form, all Fees shall be invoiced monthly in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Company's net income). All Fees paid are non-refundable and are not subject to set-off.
- b. Any Seats provisioned above the Minimum Seat Commitment during a billing period shall be billed on a daily prorated basis at the contracted per-Seat rate. Proration shall be calculated using a standard thirty (30)-day billing month unless otherwise stated in the applicable Order Form. The timing of invoicing for such additional Seats shall align with the Customer's billing cadence as specified in the applicable Order Form. For monthly billing, overages will be billed in the next monthly invoice.
- c. Customer agrees to a minimum Seat commitment throughout the applicable Order Form Term, as specified in the applicable Order Form ("**Minimum Seat Commitment**"). The Minimum Monthly Fee shall be billed regardless of actual usage or seat assignment. The Minimum Seat Commitment cannot be reduced during the applicable Order Form Term, except as agreed by the parties in writing. A Seat is considered provisioned when it is added by the Customer through the admin dashboard, or by a Company representative upon request. All provisioned Seats are billable.

7. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Company product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications,

export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

8. Customer Data.

- a. For purposes of this Agreement, “**Customer Data**” shall mean any data, information, documents, publications, or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Company, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Company as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services. Without limiting the generality of the foregoing, Customer acknowledges that the Services rely on the use of third-party artificial intelligence and machine learning platforms (“**Third-Party AI Systems**”) and agrees that Customer Data may be shared with the third parties that operate such Third-Party AI Systems solely for the purpose of providing the Services to Customer and Authorized Users.
- b. Company shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data, and shall comply with its then-current [Privacy Policy](#), in connection with its processing of Customer Data. Company is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Company’s gross negligence or willful misconduct. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. To the extent that the Customer Data includes any personal information, (i) Company will process, retain, use, and disclose such personal information only as necessary to provide the Services hereunder and as otherwise permitted under this Agreement, which constitutes a business purpose, (ii) Company agrees not to sell such personal data, to retain, use, or disclose such personal data for any commercial purpose other than the foregoing purposes, or to retain, use, or disclose such personal data outside of the scope of this Agreement. Company understands its obligations under applicable data protection laws and will comply with them. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer’s account is ninety (90) days or more delinquent.
- c. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Company may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Usage Data (as defined below), and (ii) freely use, retain and make available Usage Data for Company’s business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Company’s products and services). “**Usage Data**” means data collected by or generated by Company in connection with Customer’s use of the Service, but only in aggregate, de-identified form which can in no way be linked specifically to Customer.
- d. For Customers participating in non-profit or academic tiers, or as otherwise specified on the applicable Order Form, Customer may elect to share protocols, recipes, data, materials, information, or other content (collectively, “**Public Materials**”) for inclusion in the Service’s public repository (the “**Repository**”). Public Materials submitted to the Repository shall be published under a Creative Commons Attribution (CC-BY) license (or such other open license as specified on the Service) and made generally available to third parties via the Service. This subsection applies only to Public Materials voluntarily submitted by Customer to the Repository; all other Customer Data will remain proprietary and confidential and will be used only in accordance with the terms and conditions of this Agreement.

Customer acknowledges and agrees that all submissions of Public Materials are subject to Company's internal review process, and the inclusion, publication, and continued availability of any Public Materials in the Repository is at Company's sole discretion. Customer retains all ownership rights in and to any Public Materials it submits; however, Customer agrees to grant and hereby grants to Company a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid-up license to use, reproduce, modify, adapt, publish, distribute, display, perform, make available, and otherwise exploit such Public Materials (including all related intellectual property rights) on and through the Services, in the Repository, and in any future Company products or services.

9. Third Party Integrations. Customer acknowledges and agrees that (i) the Service may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (e.g., other vendors of Customer) ("**Third Party Integrations**"), (ii) the availability and operation of the Service or certain portions thereof may be dependent on Company's ability to access such Third Party Integrations, and (iii) Customer's failure to provide adequate access or any retraction of permissions relating to such Third Party Integrations may result in a suspension or interruption of the Service. To the extent applicable, Customer hereby represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Third Party Integrations that it integrates with the Service, and Customer shall indemnify, defend and hold harmless the Company for all claims, damages and liabilities arising out of Customer's use of any Third Party Integrations in connection with or through the Service. Company cannot and does not guarantee that the Service shall incorporate (or continue to incorporate) any particular Third Party Integrations and does not make any representations or warranties with respect to Third Party Integrations. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Integrations (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

10. Artificial Intelligence.

- a. The Services leverage generative artificial intelligence services (the "**AI Systems**") to create output ("**Output**") based on textual prompts and other input from users (collectively, "**Input**"). By using the Services, you acknowledge and agree that (i) certain Output may be generated by the AI Systems through the use of artificial intelligence, (ii) artificial intelligence and machine learning are rapidly evolving fields of study that carry certain risks, including of factually untrue outputs, biased outputs, data security vulnerabilities, IP infringement, privacy risks, and additional license terms; (iii) use of the Services may in some situations result in incorrect or inaccurate Output; (iv) you should not rely on Output from the Services as a sole source of truth or factual information, or as a substitute for professional advice, (v) you must verify the accuracy and appropriateness of any Output before relying on any such Output; (vi) relying upon any Output without first verifying accuracy with a qualified human could cause harm, including but not limited to legal, financial, and physical harm; and (vii) due to the nature of our Services and artificial intelligence generally, the Output may not be unique and Customer has no rights to materials that are generated from the Service for other users, regardless of any level of similarity. Company cannot control, and has no duty to take any action regarding, how you may interpret, rely on or use any Output or what actions you may take as a result of having been exposed to Output, and you hereby releases Company from all liability for your having acquired or not acquired Output through the Services.
- b. The AI Systems may include Third-Party AI Systems. You acknowledge and agree that the Third-Party AI Systems comprise generative AI systems that are trained by a third party (and not by Company) on data from various sources ("**Training Data**") and that may produce similar responses to similar prompts or queries, and therefore Company makes no representations or warranties regarding the Output based on Training Data, including any ownership thereof.
- c. You understand and agree that you are solely responsible for all of your Inputs, and Company does not make any guarantees about the accuracy, timeliness, suitability, or quality of any Output, including

whether such Output meet your individual requirements. Your use of the Output will be at your sole responsibility, and neither Company nor any Third-Party AI Systems provider will be responsible or liable, directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, directly in connection with the use of the Inputs or the Outputs.

- d. You will: (i) comply with all reasonable instructions of Company relating to the use of the AI Systems; (ii) comply with all applicable laws relating to your use of the AI Systems and will not use the AI Systems for any unlawful purposes; (iii) actively cooperate with Company to resolve any problems that occur in relation to your access to or use of the AI Systems including, without limitation, providing any information and assistance that Company may reasonably require; and (iv) use the AI Systems responsibly and ethically at all times.

11. Term; Termination. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the “**Order Form Term**” shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the “**Order Form Initial Term**”), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration (or such duration otherwise agreed to in writing by the parties) to the Order Form Initial Term, (each, a “**Order Form Renewal Term**”) unless either party notifies the other party of such party’s intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Company may suspend or limit Customer’s access to or use of the Service if (i) Customer’s account is more than sixty (60) days past due, or (ii) Customer’s use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Company’s ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Company shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Company shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Company shall reinstate Customer’s use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any additional services provided by Company to Customer, including any assistance in exporting the Customer Data, shall be billable at Company’s standard rates then in effect.

12. Indemnification. Each party (“**Indemnitor**”) shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates’ employees, contractors, directors, suppliers and representatives (collectively, the “**Indemnitee**”) from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys’ fees) (“**Losses**”), that arise from or relate to any claim that (i) the Customer Data or Customer’s or its Authorized User’s use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of Company as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor’s indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor’s expense). The foregoing obligations of Company do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Company (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Company, (iv) combined with other products, processes or materials not provided by Company (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being

informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

13. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

14. Limitation of Liability. EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF THE SECTION ENTITLED "RESTRICTIONS" OR THE SECTION ENTITLED "ARTIFICIAL INTELLIGENCE", IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO COMPANY HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15. Miscellaneous. This Agreement (including all Order Forms) represents the entire agreement between Customer and Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Company with respect thereto. In the event of any conflict between these Pando Terms and an Order Form, the Order Form shall control. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in the State of Delaware. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by both parties. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Company may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.