

Schedule 1

GENISTA BIOSCIENCES, INC.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT GOVERNS CUSTOMER'S ACCESS TO AND USE OF THE OFFERINGS (DEFINED BELOW) AND IS AN AGREEMENT BETWEEN GENISTA BIOSCIENCES INC., A CALIFORNIA CORPORATION WITH ITS PRINCIPAL OFFICES LOCATED AT 5500 HELLYER AVE, SUITE 150, SAN JOSE, CA 95138 ("GENISTA") AND THE COMPANY OR OTHER LEGAL ENTITY IDENTIFIED ON AN ORDERING DOCUMENT THAT YOU REPRESENT ("CUSTOMER"). IF CUSTOMER PURCHASES A SUBSCRIPTION FOR THE PLATFORM (DEFINED BELOW), THE PROVISIONS OF EXHIBIT A HERETO WILL ALSO GOVERN CUSTOMER'S USE OF AND ACCESS TO THE PLATFORM. YOU AGREE TO AND ACCEPT THE TERMS OF THE AGREEMENT ON BEHALF OF CUSTOMER BY DOING ANY OF THE FOLLOWING: (1) EXECUTING THE ORDERING DOCUMENT TO WHICH THIS MASTER SERVICES AGREEMENT IS ATTACHED OR THAT REFERENCES THE AGREEMENT, (2) CLICKING A BOX INDICATING ACCEPTANCE, (3) ACCEPTING THE TERMS OF THE AGREEMENT IN WRITING, (4) PAYING (IN PART OR WHOLE) FOR ANY OFFERINGS (DEFINED BELOW), OR (5) USING ANY OFFERING, INCLUDING RECEIVING DELIVERY OF ANY SERVICES OR ACCESS TO THE PLATFORM. THE DATE OF SUCH ACCEPTANCE IS THE EFFECTIVE DATE OF THIS AGREEMENT ("EFFECTIVE DATE"). THE INDIVIDUAL ACCEPTING THE AGREEMENT REPRESENTS THAT THE INDIVIDUAL HAS THE AUTHORITY TO BIND THE CUSTOMER TO THE TERMS OF THE AGREEMENT. IF THE INDIVIDUAL ACCEPTING THE AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT, SUCH INDIVIDUAL MUST NOT ACCEPT THE AGREEMENT AND MAY NOT USE OR ACCESS THE OFFERINGS.

1. LIMITS OF AGREEMENT.

Subject to Customer's acceptance of (a) this Master Services Agreement (available at a hosting site provided by Genista, or any successor website) (the "MSA"); (b) Genista's Privacy Policy, as may be updated from time to time, (available at a hosting site provided by Genista, or any successor website); and (c) the documentation and agreements referenced herein, including the Ordering Document, or in any of the foregoing (collectively, the "Agreement"). Genista offers to sell to Customer the Offerings (defined below) specified on the face of the quote or other ordering document between Customer and Genista to which this MSA is attached or that references this MSA (available at a hosting site provided by Genista, or any successor website) ("Ordering Document"). Offers by Genista to provide to Customer the food safety-related laboratory services and reporting of related results are set forth on the applicable Ordering Document ("Services") and/or access to the ESV Supplier Platform for the subscription term set forth on the applicable Ordering Document ("Platform," and together with the Services, the "Offerings") and are expressly limited to the terms of the Agreement. If Customer has ordered any Offerings from Genista, and such order is deemed by Genista to be an offer by Customer, then Genista's acceptance of such offer is expressly conditioned on Customer's agreement to the Agreement, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Customer in any offer, acceptance, or confirmation, including those set forth on any Customer purchase order, specifications, or other documents issued by Customer are considered by Genista to be requests for material alterations of the Agreement, are hereby rejected, and will not be binding in any way on Genista. Customer is hereby notified of Genista's objection to all such additional, different, or conflicting terms and conditions.

Genista may withdraw or revoke this offer at any time prior to Genista's acceptance of Customer's offer to receive such Offerings. No person, including any sales representative, order gatherer, or liaison officer for Genista, is an agent for Genista or has authority to extend or accept an offer on Genista's behalf. Once accepted, the terms of the Agreement shall continue for the duration set forth in the applicable Ordering Document.

2. SERVICES PROVIDED AND PRICE.

(a) Genista will provide free supplies of materials for sample preparation for the Services, along with free overnight shipping labels (normal domestic delivery) for such samples; provided, however, that such supplies and shipping labels are used solely for testing at Genista. If Customer uses the supplies or shipping labels for any other purpose or for any other vendor providing testing services, then Customer will: (i) promptly notify Genista in writing; and (ii) pay Genista the costs of such supplies (along with the costs of shipping those supplies to Customer) within thirty (30) days of the invoice date from Genista.

(b) The prices for Services, and if applicable, Customer's access to the Platform, are set forth on the Ordering Document. Prices do not include federal, state, municipal or local excise, sales, use or other taxes or customs duties, if applicable (excluding only taxes based on Genista's income), which are applicable to the Offerings. Such tax and duties will be added by Genista to the sales price when Genista has the legal obligation to collect the same, and Customer will pay such taxes and duties unless Customer provides Genista with a proper tax exemption certificate for each jurisdiction in which taxes otherwise would be due. If Genista is required to pay any such tax or duty at the time of sale or thereafter, Customer will

promptly reimburse Genista for the total amount of any such tax or duties.

(c) Unless expressly agreed to in writing by Genista, prices are for the Offerings described on the face of the applicable Ordering Document only and do not include any proprietary rights of any kind, or patent rights.

(d) If the price of reagents, supplies, or other production costs increases significantly, Genista will have the right to impose a reasonable surcharge for all affected Services.

3. PAYMENT TERMS.

(a) Subject to credit approval by Genista, and unless otherwise specified by Genista on the face of the Ordering Document, all payments are due and payable in full in U.S. Dollars thirty (30) days from the date of invoice. Genista reserves the right to require alternative payment terms, including, without limitation, sight draft, letter of credit or payment in advance. Genista may require the disclosure and evaluation of Customer's financials to extend credit to Customer. Genista, at any time and in its sole discretion, may change or withdraw Customer's credit. All payments shall be made to Genista at its principal office in San Jose, California, or such other office as designated on the face of the invoice provided by Genista or via bank wire transfer in immediately available funds to such bank account(s) as Genista may designate on the face of an invoice. Failure to make any payment due under the Agreement will be a material breach, and interest will accrue on overdue invoices on the unpaid balance from the original due date of the invoice at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less. Customer may not withhold payment for any delay due to a Customer request or issue, or any delay in delivery of required documentation or samples.

(b) Notwithstanding the foregoing, all Services are subject to, and the obligation of Genista to make deliveries is subject to, the right of Genista, in its sole discretion, to either: (i) require of the Customer payment for all or any part of the purchase price in advance of delivery; or (ii) to make delivery C.O.D. If the Customer fails to make advance payment when requested by Genista, or if the Customer is or becomes delinquent in the payment of any sum due Genista (whether or not arising out of the same order) or refuses to accept C.O.D. delivery, then Genista shall have the right, in addition to any other remedy to which it may be entitled in law or equity, to cancel the sales order, refuse to make further deliveries, or declare immediately due and payable all unpaid amounts for Services previously delivered to the Customer.

(c) If Services purchased under an Ordering Document are not delivered or performed at the same time, Customer will pay for the quantity or portion of such Service as delivered or performed. Partial deliveries of a Service made under any Purchasing Document will be treated as separate and

independent transactions. However, in the event of any default by Customer, Genista may decline to provide further Services or make further deliveries without in any way affecting its rights under such Ordering Document.

(d) To secure any or all of its obligations under the Agreement, Customer hereby grants and pledges to Genista a first priority security interest in all of such Customer's right, title and interest in and to any and all results of the Services or proceeds of the foregoing, whether presently existing or hereinafter acquired. If Customer defaults under any obligation under the Agreement, Genista may pursue all remedies of a secured creditor provided under the UCC or other applicable law. Customer agrees that Genista may file such financing statements and amendments thereto as Genista deems necessary to protect its interest in the Services or proceeds thereof and to effectuate the purposes of this section. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement. Upon Genista's request, Customer will execute and file any documents to perfect Genista's security interest and/or mortgage in any results of the Services.

4. TRANSPORTATION; INSURANCE, TITLE AND RISK OF LOSS.

(a) Unless otherwise agreed to in writing by Genista in the Ordering Document, Customer shall be responsible for all expenses associated with transporting and shipping materials (other than sample sent to Genista pursuant to Section 2(a)) in connection with the Services. Genista reserves the right to ship materials related to the Services freight collect and to select the means of transportation and routing. Unless otherwise advised, Genista may insure to the full value of such materials, or declare full value thereof, to the transportation company at the time of delivery and all such freight and insurance costs will be for Customer's account. All prices are exclusive of insurance cost.

(b) The risk of loss or damage to samples during shipment remains with the Customer. Genista will advise the Customer of samples that are missing or received in damaged, contaminated, or improperly preserved condition. The risk of loss or damage to the sample will be assumed by Genista at the time possession of the sample is delivered to an employee of Genista; however, Genista's sole responsibility in the event of such loss or damage shall be to pay for the cost of delivering a substitute sample. Genista reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgment of Genista is likely to pose any unreasonable risk in handling and/or analysis. The Customer represents and warrants that any sample containing any hazardous substance which is to be delivered to Genista will be packaged, labeled, transported, and delivered in accordance with applicable laws. Title and risk of loss or damage to materials produced by Genista for Customer in connection with the Services will pass to Customer EXW (Incoterms 2020) upon delivery to the carrier at Genista's place of performance or warehouse location, which shall be the address set forth by Genista on the Ordering Document.

5. DELIVERY AND REPORTS.

(a) Genista will use commercially reasonable efforts to meet delivery schedules as set forth in the Ordering Document. However, any delivery estimate or forecast on an order acknowledgment is Genista's best estimate of the time required to make delivery, and Genista will not assume liability, consequential or otherwise, because of any delay or failure to deliver all or any part of any order for any reason, including its negligence of any kind. Genista reserves the right to allocate inventories and current production, reduce quantities to be delivered, delay deliveries, or allocate such Services among customers in Genista's sole discretion in any way it deems necessary. If Genista is unable to deliver Services when estimated, Genista will not be liable for failure to deliver or perform by such estimated dates unless expressly agreed to by Genista in writing. Customer may not cancel, push-out, or reschedule any order placed with Genista under an Ordering Document, except with Genista's prior written consent.

(b) Genista may agree to provide Customer with online access to reports and results from the Services, and other data management tools, via the Platform for the subscription term set forth on an Ordering Document. Customer's access to and use of the ESV Supplier Platform and any available software on the ESV Supplier Platform are subject to and governed by the ESV Supplier Platform Terms and Conditions attached hereto as Exhibit A, and as may be updated from time to time and (available at a hosting site provided by Genista, or any successor website), Genista's Privacy Policy as may be updated from time to time (available at a hosting site provided by Genista, or any successor website), and such other agreements, user manuals, and training materials available via the ESV Supplier Platform or otherwise required by Genista, all of which are incorporated in and part of the Agreement.

(c) Customer understands and agrees that samples that are tested and reported by Genista are representative and may not be indicative of the entire manufactured batch and/or lot. The results of the Services are intended for use by persons having professional skill and training in the interpretation of such results. Genista assumes no responsibility, and Customer hereby waives all claims against Genista, for interpretation of such results. Unless otherwise required by law, Genista shall provide a report of the results only to those persons or entities specifically designated in writing by Customer. Any report or data provided to Customer by Genista shall not be reproduced, except in full, and Customer shall not at any time misrepresent the results, data, or content of any report or other information received from or relating to Genista or its work and/or Services on Customer's behalf.

6. INSPECTION AND ACCEPTANCE.

The Customer will have the right to inspect the reports or results of the Services upon tender of delivery; however, such right to inspect does not impair or impact the transfer of title as set forth in Section 4. Reports and results of the Services will

be deemed accepted upon tender of delivery as set forth in Section 4. Any errors, alleged defects, or nonconformities discovered by Customer in its inspection of a report or results of the Services shall be resolved in accordance with Section 9.

7. RETENTION OF SAMPLES AND REPORTS.

After the results of Services have been reported to Customer, Genista will retain the related samples for 7-14 days, after which the samples may be destroyed. Genista ordinarily retains hard copies of analytical reports for a period of 3 years and electronic copies for a period of 7 years, after which time the reports may be destroyed. Prior arrangements must be made if samples (or reports) are to be held for longer periods, or if samples are to be returned to Customer. Genista may charge a monthly fee for long-term storage.

8. TERMINATIONS.

The duration of the Offering will be set forth in the Ordering Document. Customer may not terminate any order for an Offering without prior written agreement by Genista, and unless otherwise agreed in writing by Genista, no order for Services may be terminated by Customer less than thirty (30) days prior to the scheduled delivery date. Any order Genista agrees to terminate shall be subject to a termination charge of not less than ten percent (10%) of the order value for the terminated Offerings plus any additional costs of processing and order handling not covered by the termination charge. In the absence of such prior written agreement to terminate an order, Genista may require Customer to pay a termination charge determined by Genista in its sole discretion of not less than twenty-five percent (25%) of the order value for the terminated Offerings. Thereafter, no order may be terminated except by prior written agreement by Genista. Termination of an order for an Offering by mutual agreement is subject to the following conditions:

(i) Customer will pay, at applicable contract prices, for all Services which are completely performed and allocable to Customer at the time of Genista's receipt of notice of termination;

(ii) Customer will pay all costs, direct and indirect, which have been incurred by Genista with regard to Services which have not been completely performed at the time of Genista's receipt of notice of termination, plus a pro rata portion of the normal profit on the terminated Offerings; and

(iii) Customer will pay a termination charge on all other Offerings affected by the termination. Genista's normal accounting practices shall be used to determine costs and other charges. In the event of a termination, Customer will have no rights in results or reports from partially performed Services. Customer may not reschedule the performance or delivery date for any Services without the prior written agreement of Genista.

9. LIMITED WARRANTY—LIMITATION OF REMEDIES.

(a) Genista warrants to Customer that the Services delivered under this MSA will substantially comply with Genista's laboratory quality assurance standard operating procedures applicable to such Service. Customer must confirm that Genista's standard practices will meet Customer's needs prior to placing an order for Services.

(b) The warranty in Section 9(a) is the only warranty made by Genista with respect to the Services, and, except for such warranty, all Services are provided or sold "AS IS". No representative or person is authorized to bind Genista for any warranty, obligation or liability, express or implied. The warranty provided in Section 9(a) is made to Customer only and is nontransferable, and may only be modified or amended by a written instrument signed by a duly authorized officer of Genista. Services that Genista confirms as having failed the warranty in Section 9(a) shall, in Genista's sole discretion, receive a remedy pursuant to Section 9(c).

(c) No Service, including any report or result from the performance of the Service, may be rejected by Customer without first obtaining Genista's written confirmation and consent. If Genista confirms and consents to the defective Services, Genista will (at Genista's sole discretion and as the sole remedy for such defective Service) reperform the Services (with Customer resubmitting samples), or credit Customer the price of such Services. No credit allowance on Services will be made and no reperformance of Services will occur, unless the Services are established to Genista's satisfaction, after suitable testing and inspection by Genista, to be defective.

(d) The sole remedy in Section 9(c) is available only if Genista is notified in writing by Customer promptly upon discovery that a Service does not conform to the warranty in Section 9(a), including a detailed description of such nonconformance and Customer provides Genista the purchase order number(s), approximate date shipped, and any and all other identifying numbers (such as invoice number, date of invoice, etc.) within the warranty period for the individual Service, and Genista's examination of such Services discloses to Genista's satisfaction that such Services do not conform to such warranty and the results of the Services have not been: (i) worked on, or altered by, persons not authorized by Genista so as, in Genista's sole judgment, to change the results of such Services; (ii) subject to misuse, negligence or accident; or (iii) modified, used or adjusted otherwise than in accordance with the instructions furnished by Genista.

(e) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY REMEDY IN SECTION 9(a) CONSTITUTES GENISTA'S EXCLUSIVE LIABILITY AND OBLIGATION, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SERVICES COVERED BY THIS MSA, INCLUDING ANY BREACH OF ANY WARRANTY OR OTHER DEFECT OR

NONCONFORMITY OF THE SERVICES COVERED BY THIS MSA. THIS WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. THE PARTIES RECOGNIZE THAT IT IS POSSIBLE FOR THE SERVICES TO PRODUCE AN INACCURATE RESULT EVEN IF ALL PROCEDURES ARE PROPERLY FOLLOWED, AND THEREFORE GENISTA DOES NOT WARRANT THAT THE SERVICES WILL PRODUCE ACCURATE RESULTS WHEN ALL PROCEDURES ARE PROPERLY FOLLOWED. GENISTA MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE.

(f) OTHER THAN AS PROVIDED WITH RESPECT TO GENISTA'S EXPRESS WARRANTY OBLIGATIONS IN THIS MSA, GENISTA IS NOT LIABLE FOR ANY COSTS ASSOCIATED WITH THE REPERFORMANCE OF ANY SERVICE, INCLUDING LABOR, INSTALLATION, OR OTHER COSTS INCURRED BY CUSTOMER.

10. AUTHORIZED USE.

(a) Except as otherwise agreed to by Genista in writing, the purchase of Services from Genista only conveys to Customer the non-transferable right for Customer to use the results and reports resulting from the performance of Services purchased for Customer's food service business. Unless otherwise authorized by Genista in writing, Services purchased from Genista may not be resold or modified for resale. ALL OFFERINGS ARE SUPPLIED ON THE CONDITION THAT THEY ARE USED FOR FOOD SERVICE PURPOSES ONLY. CUSTOMER MAY NOT, AND MAY NOT AUTHORIZE ANY PERSON OR ENTITY TO, USE ANY OFFERING FOR DRUG, THERAPEUTIC, PROPHYLACTIC, OR DIAGNOSTIC PURPOSES. BY ACCESSING OR ACCEPTING DELIVERY OF GENISTA'S OFFERINGS, CUSTOMER IS EXPRESSLY AGREEING TO SUCH LIMITATIONS AND USE OF THE OFFERINGS, INCLUDING ANY RESULTS AND REPORTS FROM THE PERFORMANCE OF SERVICES.

(b) Nothing in this MSA shall be deemed or construed: (i) as a license, covenant not to sue, immunity from suit, or grant of any intellectual property, whether implied, by estoppel or otherwise to Customer; (ii) to limit Genista's rights to enforce Genista's intellectual property, including, without limitation, as to use of any Offering except as expressly authorized in the Agreement; (iii) as granting Customer any right to be supplied with Offerings thereof beyond those ordered by Customer and supplied by Genista in accordance with the Agreement; or (iv) as a license or grant of any right to Customer to perform the Services. Customer should evaluate whether its use of Services

purchased from Genista requires permission or license from any third parties.

(c) Customer represents and warrants to Genista that Customer will properly use the Services in accordance with the practices of a reasonable person who is an expert in the field, including, but not limited to, a technically qualified individual, and in strict compliance with all applicable national, state, provincial, and local food, drug, device, and cosmetic and other relevant laws and regulations, now and hereinafter enacted.

11. BANKRUPTCY OR INSOLVENCY OF CUSTOMER.

If the financial condition of the Customer at any time is such as to give Genista, in its judgment, reasonable grounds for insecurity concerning Customer's ability to perform its obligations under the Agreement, Genista may: (a) by notice in writing to Customer, terminate or cancel the Agreement or any Ordering Document, without any requirement of judicial intervention or declaration of default of Customer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Genista; and (b) require full or partial payment in advance and suspend performance of the Services and/or any further deliveries related to the Services to be provided by Genista until such payment has been received.

12. INDEMNITY.

(a) Genista will, at its own expense, defend or settle any suit that may be instituted by a third party against Customer to the extent based on a claim that the Services in the form provided by Genista to Customer under an Ordering Document, infringe such third party's United States patent (excluding processes or methods claimed by such patent) if: (i) such alleged infringement is not based on an Excluded Claim (as defined in Section 12(b)); (ii) Customer gives Genista immediate notice in writing of any such suit; (iii) Customer gives Genista sole control over the defense and settlement of such suit; and (iv) Customer gives Genista all needed information, assistance and authority, at Genista's expense, to enable Genista to defend or settle such suit. In the case of a final award of damages in any such suit, Genista will pay such award, but will not be liable for any settlement made without its prior written consent or legal fees incurred by Customer in connection with any such settlement. In satisfaction of this Section 12(a), Genista, at its sole discretion, may: (i) replace or modify the allegedly infringing Services with non-infringing Services that are functionally equivalent; (ii) obtain a license for Customer to continue to use or sell the allegedly infringing portion of the Services; or (iii) accept the return of allegedly infringing Services and credit the amount paid by the Customer for such returned Services.

(b) Genista will have no liability for, and the obligations of Genista under Section 12(a) will not apply to any claim arising from or related to: (i) the use of Services (or any portion thereof) as a part of or in combination with any other materials, devices,

processes or methods; (ii) Genista's compliance with any designs, specifications, or instructions provided by or for Customer; (iii) the use of Services contrary to any instructions issued by Genista or in breach of the Agreement; (iv) modifications or alterations to the Services (or any portion thereof); (v) the practice of any process or method relating to Customer's or its customers' use of the Services; or (vi) use of the Services after receiving notice of such third-party claim or any other alleged infringement (collectively, "**Excluded Claims**").

(c) THIS SECTION 12 STATES GENISTA'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT BY ANY SERVICES PROVIDED OR DELIVERED UNDER THIS MSA, OR ANY PART THEREOF. THIS SECTION 12 IS IN LIEU OF AND REPLACES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTY AGAINST INFRINGEMENT.

(d) Customer will, at its own expense, indemnify and hold Genista harmless from and against any liabilities, costs, damages, or losses resulting from any Excluded Claim, and will defend or settle at its own expense, including attorney's fees and costs, any suit brought against Genista based on an allegation arising from any Excluded Claim, provided that Genista: (i) gives Customer immediate notice in writing of any such suit; (ii) gives Customer sole control over the defense or settlement of such suit; and (iii) gives Customer all needed information, assistance and authority, at Customer's expense, necessary for Customer to defend or settle such suit.

13. NO PROPRIETARY RIGHTS.

(a) All rights in and to specifications, designs, engineering details, discoveries, inventions (whether patentable or not, and whether sole or joint), patents, copyrights, trademarks, trade secrets and other intellectual and proprietary rights relating to the Services or resulting from the performance of the Services (including, without limitation, any improvements thereto and any results or reports provided to Customer) shall be the sole and exclusive property of Genista. Sale of any Services by Genista does not confer upon Customer a license under any patents, trade secrets, trademarks, copyrights, or other intellectual property rights to combine any Service (or portion thereof) furnished under this MSA with any other product or to modify any Service (or portion thereof) furnished under this MSA.

(b) Without limiting the foregoing, in no event shall any portion of the Services, including any design, development, production, sale, or transfer of results or materials created in the performance of Services, be deemed to be a "work made for hire" or "commissioned work", and Genista retains for itself all intellectual property and proprietary rights in and to all

materials, designs, engineering details, and data relating to any Services provided by Genista and to all discoveries, inventions, patents and other proprietary rights arising out of the work done by Genista in connection with the Services or with any and all products developed by Genista as a result thereof. Accordingly, Customer covenants and warrants it will not perform such Services. Any materials, designs, engineering details, and data relating to any Services provided to Customer will be the sole and exclusive property of Genista, and Genista reserves the right to use or sell such materials, designs, engineering details, and data relating to any Services to other customers, or license their use to others. Genista will retain title to, and possession of, all material or equipment of any kind used in the performance, testing, or modification of Services.

14. CONFIDENTIAL INFORMATION.

All information provided by Genista to Customer (whether electronically, in writing, or verbally) shall be deemed confidential information of Genista (“**Confidential Information**”). Accordingly, Customer shall hold such Confidential Information in strict trust and confidence, and Customer shall use such Confidential Information solely to evaluate purchasing the Services. For clarity, Confidential Information includes, but is not limited to, pricing and lead-time information, identity of Genista’s suppliers, and any specifications of the Services. This Section 14 will survive any expiration or termination of the Agreement.

15. ERRORS.

Stenographic and clerical errors are subject to correction by Genista.

16. APPLICABLE LAW; JURISDICTION AND VENUE.

The validity, performance and construction of this MSA, and any disputes arising from or relating thereto, will be governed by the laws of the State of California without reference to its conflict of laws principles. The California state courts of Santa Clara County, California (or if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California) will have exclusive jurisdiction and venue over any dispute arising out of any claim, dispute, or controversy among the parties arising out of or relating to the Agreement, including the breach of this MSA, and Customer hereby consents to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply.

17. LIMITATION OF LIABILITY.

Genista will not be liable for any loss, damages or penalty resulting from delay in delivery of the Services when such delay is due to causes beyond the reasonable control of Genista, including without limitation, supplier delay, force majeure, act

of God, labor unrest, fire, explosion, earthquake, acts of civil or military authority, epidemics, pandemics, floods, riots, wars, terrorism, sabotage, labor disputes, yield problems, governmental actions, or inability to obtain materials, components, energy, manufacturing services or facilities, or transportation on commercially reasonable terms. In any such event, the delivery date or date of performance of the Services will be deemed extended for a period equal to the delay or other longer reasonable time.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, GENISTA’S LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS MSA OR ANY SERVICE UNDER AN ORDERING DOCUMENT WILL BE LIMITED TO REPERFORMANCE OF ANY DEFECTIVE SERVICES OR A CREDIT OF THE PURCHASE PRICE OF THE SERVICES, AT GENISTA’S SOLE DISCRETION, AS SET FORTH IN SECTION 9 ABOVE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT WILL GENISTA BE LIABLE FOR: (I) COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES; (II) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES; OR (III) FOR LOST PROFITS OR LOSS OF BUSINESS, WHETHER OR NOT GENISTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS HOWEVER CAUSED, UNDER ANY LEGAL THEORY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE (EXCEPT FOR LIABILITY CAUSED BY GENISTA’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GENISTA ARISING OUT OF OR RELATED TO THIS MSA AND/OR ANY SERVICE PURCHASED UNDER AN ORDERING DOCUMENT, EVEN IF GENISTA IS APPRISED OF OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT WILL GENISTA’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR INDEMNITY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GENISTA HEREUNDER FOR THE SERVICES ACTUALLY GIVING RISE TO SUCH LIABILITY, AS DETERMINED AS OF THE DATE OF ANY

FINAL JUDGMENT IN SUCH ACTION (EXCEPT FOR LIABILITY CAUSED BY GENISTA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO CUSTOMER FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. NO CLAIM, SUIT OR ACTION WILL BE BROUGHT AGAINST GENISTA MORE THAN ONE (1) YEAR AFTER THE RELATED CAUSE OF ACTION HAS TRANSPIRED.

(d) CUSTOMER ACKNOWLEDGES THAT GENISTA HAS SET ITS PRICES AND FEES AND AGREED TO PROVIDE SERVICES TO CUSTOMER IN RELIANCE UPON THE LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, EXCLUSION OF DAMAGES AND EXCLUSIVE REMEDIES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH GENISTA WOULD NOT HAVE AGREED TO SELL SERVICES TO CUSTOMER. CUSTOMER AGREES THAT SUCH PROVISIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

(e) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, GENISTA WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR EXCESS COSTS OF REPROCUREMENT.

18. BREACH.

Any of the following acts by Customer will constitute a material breach of Customer's obligations under this MSA: (a) Customer fails to make payment for any Services in full when due; (b) Customer fails to accept conforming Services supplied under an Ordering Document; or (c) the filing of either a voluntary or involuntary petition in bankruptcy with respect to Customer, Customer's insolvency or inability, or admission in writing of its inability, to pay its debts generally as they become due, Customer's application for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of a substantial part of its property, Customer's initiation of an out-of-court restructuring or wind down, or Customer's dissolution or liquidation in full or in part, or an assignment for the benefit of creditors of Customer. If Customer materially breaches this MSA, Genista may (in addition to any other rights or remedies provided herein or at law or in equity), by written notice to Customer, terminate its obligations or any part thereof, without incurring any liability; provided, however, that with respect to a material breach due to subsection (c) above, such termination shall be automatic and effective without notice to Customer. Customer will pay all costs, including reasonable attorney's fees, incurred by Genista in any action brought by Genista to collect payments owing or otherwise enforce its rights.

19. SUBSTITUTIONS, MODIFICATIONS, AND CHANGES.

Genista will have the right to make substitutions and modifications of the specifications of Services sold by Genista under an Ordering Document if such substitutions or modifications will not materially degrade overall performance.

20. GOVERNMENT END USER RIGHTS.

All Services were developed entirely at private expense and no part of the Services was first produced in the performance of a government contract. Accordingly, all Services and any derivatives thereof are "Commercial Items" as defined in 48 C.F.R. 2.101. If the end-user is a U.S. Government agency, department, or instrumentality, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Genista commercial products and data, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Customer may distribute the Services to the U.S. Government or to U.S. Government end-users under U.S. Government contracts, if and only if, the Services are licensed subject to this MSA. It is Customer's responsibility to ensure that, consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Services are provided to U.S. Government end-users: (a) only as Commercial Items; (b) with only those rights as are granted to all other users pursuant to this MSA; and (c) this MSA is incorporated into Customer's contract with each Government end-user or otherwise agreed to by each Government end-user in a way that legally binds the U.S. Government to those terms. This Government End-User Rights clause is in lieu of, and supersedes, any Federal Acquisition Regulations ("FAR"), the Defense FAR Supplement ("DFARS"), or other clause or provision that addresses Government rights in computer software or technical data. Government procurement requirements and regulations will not be binding upon Genista unless specifically agreed to by Genista in a writing signed by an officer of Genista.

21. GENERAL PROVISIONS.

(a) Customer acknowledges that all or part of the Services may be developed, performed, tested, assembled or otherwise worked on, or delivered from any of Genista's or its contractors' facilities, (domestic or foreign).

(b) Customer agrees that it will comply with ISO17025 and other laws, regulations, and administrative rules applicable to the performance of the Services. Without limiting the generality of the foregoing, Customer represents itself to be knowledgeable as to United States and other relevant laws, regulations and requirements regarding the environment and the export, import or re-export of Services, whether tangible or intangible, from the United States of America or elsewhere, and agrees to conduct its activities in accordance with all United

States and other environmental regulations and any similar or other rules, and import and export regulations. Genista may suspend performance if Customer is in violation of any applicable laws or regulations. Customer will provide any additional documentation required by Genista for compliance with applicable laws.

(c) Customer may not assign or otherwise transfer the Agreement or any of its rights or delegate any of its obligations under the Agreement, whether voluntarily, by operation of law, or otherwise without Genista's prior written consent, and any purported assignment or delegation without such consent will be null and void. In addition, Customer may not assign any of its rights or delegate any of its obligations to any entity controlled by, controlling or under common control with Customer or in connection with Customer's merger or the transfer or sale of all or substantially all of Customer's assets or stock without Genista's prior written consent and any purported assignment or delegation without such consent will be null and void. Genista may assign its rights and/or delegate its obligations under this MSA upon written notice to Customer. Subject to the foregoing, this MSA will bind each party and its respective successors and permitted assigns.

(d) The relationship of the parties is that of independent contractors, and nothing herein shall be construed as establishing one party as the agent, legal representative, joint venturer, partner, employee, or servant of the other party.

(e) Any waiver by Genista of any right it may have or default by Customer will not be deemed to be a continuing waiver of such right or default or a waiver of any other right it may have under the Agreement, including this MSA, or other default, nor will any delay or omission by Genista in exercising or availing itself of any right or remedy that it has or may have operate as a waiver of any right or remedy. No waiver or amendment of any of the Agreement will be binding on Genista unless made in a writing expressly stating that it is such a waiver or amendment and signed by an officer of Genista.

(f) Genista may provide notice to Customer under the Agreement (a) by electronic communication sent to the email address identified on an Ordering Document, (b) with respect to the Platform, by posting a notice on the Platform or as otherwise set forth in the ESV Supplier Platform Terms and Conditions, or (c) by mail sent to the address designated by Customer on the relevant Purchasing Document. Unless otherwise specified in the Agreement, all notices to Genista from Customer related to the Agreement will be in writing and

will be effective upon (i) personal delivery, (ii) the second business day after mailing to Genista at 5500 Hellyer Ave, Suite 150, San Jose, CA, 95138-1410; or (iii), for notices of termination or an indemnifiable claim ("**Legal Notices**"), by email clearly identifiable as Legal Notices, the day of sending by email with certified mail to follow.

(g) The Agreement, including this MSA and exhibits attached hereto, may not be superseded, cancelled, modified, or amended by Customer except in a writing stating that it is such a modification and signed by an officer of each party. If any provision of the Agreement is determined to be invalid, illegal, or unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties and the remaining provisions will remain in full force and effect. In the event of any conflict or inconsistency between the terms of this MSA, any exhibit or schedule (including the ESV Supplier Platform Terms and Conditions), and any Ordering Document, the following order of precedence shall apply: (1) this MSA; (2) the Ordering Document; (3) the ESV Supplier Platform Terms and Conditions; and (4) any other exhibits or schedules to the foregoing.

(h) The Agreement, which includes this MSA, the documents incorporated by reference herein, and any other document provided by Genista to Customer which incorporates this MSA (but expressly does not include any of the terms and conditions of Customer's purchase order, specifications or any similar document issued by Customer) will constitute the entire agreement between Customer and Genista with regard to the Services provided under an Ordering Document, and expressly supersedes and replaces any prior or contemporaneous agreements, written or oral, relating to such Services. No Ordering Document may amend or modify any portion of the Agreement unless, and solely to the extent that such Ordering Document states the Agreement is so amended by identifying (by section number) the provision of the Agreement being so amended and is signed by an officer of Genista. Genista may amend the Privacy Policy as set forth expressly therein.

Remainder of page left blank.

Exhibit A

ESV SUPPLIER PLATFORM TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) incorporate any applicable order forms by and between the Customer named therein (“Customer”) and Genista Biosciences (“Genista”) (“Order Forms”) (the Terms and Conditions and Order Forms, collectively, the “Platform Agreement”). To the extent Customer has chosen particular Platform Services (defined below) through Genista’s self-service functionality within the Platform Services, the Order Form shall be comprised of the self-service selections and associated pricing made by Customer using the functionality within the Platform Services, in connection with such self-service selections, in each case with respect to the specific Platform Services offerings for which Customer has subscribed.

1. PLATFORM SERVICES AND SUPPORT

1.1 Platform Services Generally. Subject to the terms of this Platform Agreement, including the payment of any Fees (defined below), Genista will provide Customer the platform services set forth on the Order Form (“Platform Services”) in accordance with the Platform Service Level Terms at a hosting site provided by Genista, or any successor website; Genista will provide Customer with technical support services in accordance with the Platform Service Level Terms.

1.2 Implementation and/or Custom Module Development. Genista will perform certain implementation and/or custom module development services if and to the extent expressly set forth in the Order Form, which may consist of tasks such as: (a) importing and formatting Customer-provided content (“Customer Content”) into the Platform Services; or (b) developing new functionality or modules for the Platform Services. Each of Genista and Customer will fulfill its respective obligations under each implementation plan set forth in such Order Form (“Implementation Plan”) and will cooperate with the other to permit the timely performance thereunder. Genista’s obligations under the Implementation Plan are contingent upon Customer’s timely performance of its obligations, Customer’s reasonable cooperation and any assumptions included in the Order Form or otherwise communicated by Genista to Customer. All dates and fees under the Implementation Plan are estimates made for project planning purposes only. Any changes to the scope of the Implementation Plan shall become effective only upon the execution of a written amendment by authorized representatives of Genista and Customer. To the extent that the Implementation Plan or any Order Form includes any custom module development for Customer, the parties shall establish a separate custom module addendum for such development.

1.3 Integration of Non-Genista Platforms.

(a) Customer may choose to use features within the Platform Services that involve integrations with Third-Party Platforms, and may enable data exchange between the Platform

Services and the applicable Third-Party Platform. “Third-Party Platform” means any platform, add-on, service or product provided by any third party that Customer elects to integrate or enable for use with the Platform Services, including Customer’s own systems, software, or infrastructure. Use of Third-Party Platforms is subject to Customer’s agreement with the Third-Party Platform provider.

(b) The Platform Services may permit Authorized Users (defined below) to transmit information to and from Third-Party Platforms owned or managed by Customer, including via application programming interface, code snippet or other software, flat file upload, file transfer protocol, or otherwise. Any such Third-Party Platform, or any other Third-Party Platform owned or controlled by Customer that interacts with the Platform Services or any output thereof, is a “Customer System”. Customer acknowledges and agrees that in order to perform the Platform Services, Genista must be able to, and Customer hereby grants Genista the right to access, test, and periodically audit any Customer System and its connection to the Platform Services. Genista does not control and has no responsibility or liability whatsoever for Customer Systems, including their security, functionality, operation, availability or interoperability or how Customer Systems, including but not limited to Third-Party Platforms, use or process data received from the Platform Services.

1.4 Suspension. Genista may suspend Customer’s access to the Platform Services in whole or in part if Customer breaches this Platform Agreement or if Customer’s actions risk harm to Genista or other customers or the security, availability or integrity of the Platform Services. Where practicable, Genista will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, Genista will promptly restore Customer’s access to the Platform Services.

2. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES

2.1 Access. Subject to (and conditioned on) Customer’s payment of the Fees and compliance with all the other terms and conditions of this Platform Agreement, Genista hereby grants Customer a non-exclusive, non-sublicensable, non-transferable right to access and use the Platform Services during the Term (defined below), solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. The Platform Services may only be accessed by employees or representatives of Customer authorized by Customer to access and use the Platform Services under the rights granted to Customer under this Platform Agreement and who: (a) have established a valid password and username (“Credentials”); (b) have agreed to abide by the terms and conditions of the Acceptable Use Policy

at a hosting site provided by Genista, or any successor website; and (c) have accepted the Genista Master Platform Services Platform Agreement at a hosting site provided by Genista, or any successor website (“Authorized Users”). Customer shall be solely responsible for: (x) maintaining the security and confidentiality of all Credentials established by or on behalf of Customer and any Authorized User; (y) verifying the identity of each Authorized User and validating use of Credentials by each Authorized User; and (z) monitoring Authorized User access to the Platform Services to ensure that only those permitted to access and use the Platform Services do so. Customer shall institute contractual, technological and/or functional procedures and processes as necessary to monitor use of Credentials and to protect and require Authorized Users to protect their Credentials. As between Genista and Customer, Customer shall assume all responsibility and liability with respect to access and use of the Platform Services by or on behalf of Customer and all Authorized Users, whether or not such access is a result of compromised, lost, or stolen Credentials, including ensuring compliance with all of the obligations and restrictions set forth in this Platform Agreement and with applicable law. Customer shall promptly inform Genista of any unauthorized use of the Platform Services or breach of this Platform Agreement or applicable law by Customer or any of its Authorized Users.

2.2 Use Restrictions. Customer will not, directly or indirectly, and shall not permit any third party to: (a) reverse engineer, decode, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform Services; (b) copy, in whole or in part, the Platform Services or any component thereof; (c) modify, enhance, translate, combine with other programs, or create derivative works based on the Platform Services; (d) sublicense, sell, rent, lease, transfer, distribute, or use the Platform Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (e) remove any proprietary notices or labels. Customer shall not use the Platform Services if and to the extent Customer is legally prohibited to do so. Customer shall not use the Platform Services if Customer is a competitor of Genista or for purposes of monitoring the Platform Services’ availability, performance or functionality, or for any other benchmarking or competitive purposes. If Customer violates any of the use restrictions in this Section 2.2, and any inventions, developments, improvements or modifications are conceived, made or created (such inventions, developments, improvements and modifications, and all intellectual property rights therein, collectively, “Unauthorized IP”), then the Unauthorized IP is the sole and exclusive property of Genista, and Customer hereby assigns to Genista on Customer’s behalf, and on behalf of its employees, contractors and/or agents, all right, title and interest in and to such Unauthorized IP, without any attribution or compensation to Customer.

2.3 Compliance. Customer represents and warrants that Customer will: (a) provide all Customer Data (defined below) in compliance with all applicable laws, rules and regulations;

and (b) use the Platform Services (and will ensure that use of the Platform Services by or on behalf of Customer and Authorized Users is) in compliance with this Platform Agreement, the Acceptable Use Policy, and all applicable laws, rules and regulations.

2.4 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and related information, and the like (collectively, “Requisites”). Customer shall also be responsible for the Requisites in all respects, including maintaining the security of the Requisites.

3. INFORMATION AND DATA

3.1 Customer Data. As between Customer and Genista, Customer is solely responsible for the accuracy, completeness, validity, authorization for use (including transmission) and integrity of all Customer Data, regardless of form or format. “Customer Data” is the information provided by or on behalf of Customer to Genista to enable the provision of the Platform Services (including all information provided by any Customer System through any connection method and all information provided by agents of Customer), excluding any Derived Data. Customer acknowledges and agrees that: (a) Customer will be required to provide certain Customer Data to the Platform Services to enable their operation; and (b) the Platform Services are designed to act on direction given to it by or on behalf of the Customer, and that Customer is solely responsible for such direction and the results thereof. Customer represents and warrants that Customer has the right to provide all Customer Data to Genista, and has obtained all necessary consent where applicable, including the consent of any applicable agent of Customer (such as an employee), for the Platform Services to capture Customer Data as the Platform Services capture and to perform such actions as the Platform Services may perform (including the creation and use of Derived Data).

3.2 License to Customer Data. Customer hereby grants to Genista and its relevant service providers: (a) a nonexclusive, Term-limited, royalty-free, right and license, to access, store, reproduce, display, handle, perform, transmit, test, modify, process, combine with other data, and otherwise use Customer Data for performance of Genista’s obligations and exercise of Genista’s rights under this Platform Agreement; and (b) a non-exclusive, perpetual, irrevocable, transferable, sub-licensable (through multiple tiers), royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Derived Data. Customer agrees that Genista shall own all right, title, and interest in all such improvements and derivative works.

3.3 Derived Data. Notwithstanding anything to the contrary in this Platform Agreement, Genista may monitor Customer’s use of the Platform Services and collect and compile Derived Data. As between Genista and Customer, all right, title, and interest in Derived Data, and all intellectual property rights therein, belong to and are retained solely by

Genista, and Customer hereby assigns to Genista on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title and interest in and to the Derived Data (and all intellectual property rights therein), without any attribution or compensation to Customer. Customer acknowledges that Genista may compile Derived Data based on Customer Data input into the Platform Services. Customer agrees that Genista may: (a) make Derived Data publicly available in compliance with applicable law; and (b) use Derived Data to the extent and in the manner permitted under applicable law; provided that such Derived Data do not identify Customer or Customer's Platform Confidential Information (defined below). Customer represents and warrants to Genista that Customer has (or has obtained) sufficient right, title and interest to the Derived Data (and all intellectual property rights therein) to assign such Derived Data (and all intellectual property rights therein) to Genista for use pursuant to this Section 3.3. "Derived Data" means data, analyses and information that is in an aggregated and anonymized form and that is derived from Customer's use of the Platform Services, including statistical and performance information related to the provision, operation and use of the Platform Services, file types and sizes, instrument diagnostics, biases, errors, frequencies and trends within and across data, general platform trends, products and services, features used, reagents used, instrument type and identifiers.

4. INTELLECTUAL PROPERTY IN THE PLATFORM SERVICES

4.1 Genista IP. Customer acknowledges that, as between Customer and Genista, Genista owns all right, title, and interest, including all intellectual property rights, in and to the Genista IP. Accordingly, Customer hereby assigns to Genista any right, title, or interest in and to the Genista IP. Additionally, Customer shall not challenge Genista's ownership of the Genista IP, or the validity of the Genista IP. If Customer violates the foregoing no challenge clause, then, to the greatest extent permitted by applicable law, Genista may terminate this Platform Agreement, with such termination being effective immediately upon Customer's receipt of Genista's notice. Genista reserves all rights not expressly granted to Customer in this Platform Agreement. Except for the limited rights and licenses expressly granted under this Platform Agreement, nothing in this Platform Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Genista IP. "Genista IP" means: (a) the Platform Services and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing; (b) any software, applications, inventions or other technology developed in connection with Platform Services, implementation services or support, including any of the foregoing developed by Genista to connect to or receive Customer Data from any Customer System or any Derived Data; (c) all improvements, enhancements or modifications to the foregoing in (a) – (b), whether made by Genista, Customer,

or any Authorized User; and (d) all intellectual property rights in and to the items identified in the foregoing in (a) – (c).

4.2 Feedback. The parties acknowledge and agree that Genista may solicit and Customer may provide to Genista suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the Platform Services (the "Feedback"). Customer hereby assigns to Genista on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Genista is free to use, without any attribution or compensation to Customer, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Genista is not required to use any Feedback.

5. CONFIDENTIALITY

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Platform Confidential Information" of the Disclosing Party). Platform Confidential Information of Genista includes information regarding features, functionality and performance of the Platform Service. Platform Confidential Information of Customer is the Customer Data. The Receiving Party agrees: (a) to take reasonable precautions to protect such Platform Confidential Information; (b) not to use (except in performance of the Platform Services or as otherwise permitted herein) or divulge to any third person any such Platform Confidential Information; and (c) to notify the Disclosing Party promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of any such Platform Confidential Information or any part thereof at any location or by any person or entity other than those authorized by this Platform Agreement. The Disclosing Party agrees that the foregoing shall not apply with respect to information that the Receiving Party can document: (w) is or becomes generally available to the public without a breach by the Receiving Party of the terms of this Platform Agreement; (x) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party; (y) was rightfully disclosed to Receiving Party without restriction by a third party; or (z) was independently developed by Receiving Party without use of or reference to any Platform Confidential Information of the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Platform Confidential Information to the extent required by a court or other governmental authority, provided that the Receiving Party promptly notifies the Disclosing Party of the disclosure requirement and cooperates with the Disclosing Party (at the latter's expense and at its request) to resist or limit the disclosure. Notwithstanding the confidentiality and non-use obligations contained in this Section 5, Genista may, during and after the Term, use any Learned Information in Genista's business. "Learned Information" means the ideas, know-how and techniques that would be retained in the artificial intelligence and machine learning capabilities of the Genista platform, without the intent of appropriating the proprietary

information of the Customer, as a result of access to, use, review, evaluation, or testing of the Platform Confidential Information of Customer for the performance of the Platform Services.

6. PAYMENT OF FEES

6.1 Fees Generally. Customer will pay Genista the then applicable fees described in the Order Form for the Platform Services and any implementation services in accordance with the terms therein (the "Fees"). If Customer's use of the Platform Services requires the payment of additional fees (per the terms of this Platform Agreement or as otherwise set forth within the Platform Services), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Genista reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Term or then-current renewal term, upon thirty (30) days prior notice to Customer. If Customer believes that Genista has billed Customer incorrectly, Customer must provide written notice to Genista specifying the alleged issue no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Fees are not refundable. Overdue unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate suspension or termination of the Platform Services. Customer shall be responsible for all taxes associated with Platform Services other than U.S. taxes based on Genista's net income.

6.2 Method of Payment. Genista may use a third-party payment service to bill Customer through an online account. By submitting payment account information, Customer grants Genista the right to store and process such information with the third-party payment service and agrees that Genista will not be responsible for any failures of the third party, including any failures to adequately protect such information. The processing of payments will be subject to the terms, conditions and privacy policies of such third-party payment service in addition to this Platform Agreement. Genista may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Genista thirty (30) days after the mailing date of the invoice.

7. TERM AND TERMINATION

7.1 Term. Subject to earlier termination as provided below, this Platform Agreement is for the Term as specified in the Order Form, and shall be renewed as set forth in the Order Form (collectively, the "Term"), unless either party provides written notice of non-renewal as set forth in the Order Form.

7.2 Termination for Cause. In addition to any other remedies it may have, either party may also terminate this Platform Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Platform Agreement. Without limiting the foregoing, Genista may terminate this Platform Agreement immediately on notice (or may suspend the Platform Services), without liability, to

comply with any order by a government authority, if performance would violate applicable law.

7.3 Effect of Termination. Within thirty (30) days after the termination of this Platform Agreement, each party shall destroy the Platform Confidential Information of the other party then in its possession. All sections of this Platform Agreement which by their nature should survive termination will survive termination, including, without limitation, Sections 3.2(b), 3.3, 4, and 5 along with accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY DISCLAIMER

8.1 Carrier Lines. ACCESS TO THE PLATFORM SERVICES WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "CARRIER LINES") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND GENISTA'S CONTROL. GENISTA ASSUMES NO LIABILITY FOR, OR RELATING TO, THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE OF THE CARRIER LINES IS SOLELY AT CUSTOMER'S RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.

8.2 No Warranties. THE GENISTA IP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, AND GENISTA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GENISTA MAKES NO WARRANTY OF ANY KIND THAT THE GENISTA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8.3 Unauthorized Access; Lost or Corrupt Data. GENISTA IS NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO CUSTOMER'S DATA, FACILITIES OR EQUIPMENT BY PERSONS USING THE PLATFORM

SERVICES OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE PLATFORM SERVICES, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. CUSTOMER HEREBY WAIVES ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. GENISTA IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH GENISTA'S PROVISION OF THE PLATFORM SERVICES.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PLATFORM AGREEMENT, IN NO EVENT WILL GENISTA BE LIABLE FOR: (I) COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES; (II) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES; OR (III) FOR LOST PROFITS OR LOSS OF BUSINESS, WHETHER OR NOT GENISTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS HOWEVER CAUSED, UNDER ANY LEGAL THEORY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE (EXCEPT FOR LIABILITY CAUSED BY GENISTA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF GENISTA ARISING OUT OF OR RELATED TO THIS MSA AND/OR ANY SERVICE PURCHASED UNDER AN ORDERING DOCUMENT, EVEN IF GENISTA IS APPRISED OF OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2 Liability Cap. THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE PLATFORM AGREEMENT, IN NO EVENT WILL GENISTA'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER (INCLUDING UNDER SECTION 10.4), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO GENISTA HEREUNDER FOR THE PLATFORM SERVICES ACTUALLY GIVING RISE TO SUCH LIABILITY, AS DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN SUCH ACTION (EXCEPT FOR

LIABILITY CAUSED BY GENISTA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). THIS LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS TO CUSTOMER FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. NO CLAIM, SUIT OR ACTION WILL BE BROUGHT AGAINST GENISTA MORE THAN ONE (1) YEAR AFTER THE RELATED CAUSE OF ACTION HAS TRANSPIRED.

9.3 Nature of Claims and Failure of Essential Purpose. CUSTOMER ACKNOWLEDGES THAT GENISTA HAS SET ITS PRICES AND FEES AND AGREED TO PROVIDE PLATFORM SERVICES TO CUSTOMER IN RELIANCE UPON THE LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, EXCLUSION OF DAMAGES AND EXCLUSIVE REMEDIES SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH GENISTA WOULD NOT HAVE AGREED TO SELL PLATFORM SERVICES TO CUSTOMER. CUSTOMER AGREES THAT SUCH PROVISIONS WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

9.4 NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, GENISTA WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR EXCESS COSTS OF REPROCUREMENT.

10. INDEMNITY

10.1 By Genista. Genista will defend Customer from and against any third party claim, suit, action, or proceeding ("Third Party Claim") to the extent alleging that the Platform Services, when used by Customer as authorized in this Platform Agreement, infringe the claimant third party's registered U.S. patent, copyright or trademark, and will indemnify and hold harmless Customer against any losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("Losses") awarded against Customer or agreed in settlement by Genista resulting from the Third Party Claim. In response to an actual or potential infringement claim, if required by settlement or injunction or as Genista determines necessary to avoid material liability, Genista may at its option: (a) procure rights for Customer's continued use of the Platform Services; (b) replace or modify portions of the Platform Services to avoid infringement without reducing the Platform Services' overall functionality; or (c) terminate the affected Order Form and refund to Customer any pre-paid, unused Fees for the terminated portion of the applicable Term. Genista's obligations in this Section 10.1 do not apply to: (u) infringement resulting from Customer's modification of the Platform Services or use of the Platform Services in combination with items not provided by Genista; (v) unauthorized use of the Platform Services; (w) infringement arising from a breach by Customer of any provision of this Platform Agreement; (x) if Customer settles or makes any admissions about a claim without Genista's prior consent; (y) Customer Systems,

Customer Data, or Third-Party Platforms; or (z) claims indemnifiable under Section 10.2. This Section 10.1 sets out Customer's exclusive remedy and Genista's entire liability regarding infringement of third-party intellectual property rights.

10.2 By Customer. Customer will indemnify, defend, and hold harmless Genista from and against any Losses resulting from any Third Party Claim to the extent arising in connection with: (a) any Customer Data provided by or on behalf of Customer, including by any agent or employee of Customer or as output of any Customer System; (b) Customer's use of the Platform Services, including Customer Systems, and any Genista connection to any Customer System, including any misuse of or failure to secure Credentials resulting in any alleged or actual breach; (c) any failure by Customer to secure any required consents or Authorized Users or any subject of Customer Data; (d) any breach by Customer of any provision in this Platform Agreement; (e) any violation of applicable law, rule or regulation, including HIPAA or any other data privacy laws; or (f) Customer's or any Authorized User's negligence, gross negligence, or willful misconduct; provided, however that Genista will have the right, at its option, to defend itself against any such Third Party Claim or to participate in the defense thereof by counsel of its own choice.

10.3 Requirements. The indemnified party shall provide to the indemnifying party: (a) prompt notice of the claim (except to the extent a failure to receive notice does not materially prejudice the defense of the claim); (b) the exclusive right to control and direct the investigation, defense and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Platform Services). The indemnified party may participate in a claim with its own counsel at its own expense.

10.4 Sole Remedy. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDY, AND GENISTA'S SOLE LIABILITY AND OBLIGATION, FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. MISCELLANEOUS

11.1 Publicity. Neither party may publicly announce this Platform Agreement except with the other party's prior consent or as required by applicable law. However, Genista may include Customer and its trademarks in Genista's customer lists and promotional materials but will cease this use at Customer's written request.

11.2 No Legal Advice. Genista does not and shall not provide Customer with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Customer uses the Platform Services, including those related to

employment, harassment, data privacy, security, or confidentiality of personal information. Customer acknowledges and agrees that the Platform Services may be used in ways that do and do not comply with such laws, rules or regulations and it is Customer's sole responsibility to monitor its compliance with, and use the Platform Services solely in strict compliance with, all such relevant laws, rules or regulations. Genista offers no assurance that Customer's use of the Platform Services under the terms of this Platform Agreement shall not violate any law or regulation applicable to Customer.

11.3 Severability. If any provision of this Platform Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Platform Agreement will otherwise remain in full force and effect and enforceable.

11.4 Assignment. This Platform Agreement is not assignable, transferable or sublicensable by Customer except with Genista's prior written consent. In addition, Customer may not assign any of its rights or delegate any of its obligations to any entity controlled by, controlling or under common control with Customer or in connection with Customer's merger or the transfer or sale of all or substantially all of Customer's assets or stock without Genista's prior written consent. Any violation of this Section 11.4 shall be null and void. Genista may transfer and assign any of its rights and obligations under this Platform Agreement without consent.

11.5 Entire Platform Agreement. This Platform Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Platform Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

11.6 Amendment; Waiver. Any amendments, modifications or supplements to this Platform Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Genista. Nonetheless, with notice to Customer, Genista may modify any policies referenced herein to reflect new features or changing practices, but the modifications will not materially decrease Genista's overall obligations during a Term. The terms in any Customer purchase order or business form will not amend or modify this Platform Agreement and are expressly rejected by Genista; any of these Customer documents are for administrative purposes only and have no legal effect. The waiver by either party of a breach or a default of any provision of this Platform Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

11.7 Independent Contractors; Beneficiaries. No agency, partnership, joint venture, or employment is created as a result of this Platform Agreement and Customer does not have any authority of any kind to bind Genista in any respect whatsoever. This Platform Agreement is for the sole benefit of the parties and their respective permitted successors and assignees.

11.8 Notices. All notices under this Platform Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

11.9 Force Majeure. Genista shall not be liable for any delay or failure to perform any obligation under this Platform Agreement due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

11.10 Subcontractors. Genista may use subcontractors. Genista remains responsible for their compliance with this Platform Agreement and for its overall performance under this Platform Agreement.

11.11 Governing Law. This Platform Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws provisions. The jurisdiction and venue for actions related to this Platform Agreement will be the state and United States federal courts located in San Jose, California, and both parties submit to the personal jurisdiction of those courts. Should any dispute arise regarding this Platform Agreement, the prevailing party shall be entitled to receive its reasonable legal fees and costs as awarded by a court of competent jurisdiction.

11.12 Export Regulation. The Platform Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform Services or the underlying software or technology to, or make the Platform Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform Services or the underlying software or technology available outside the US.

11.13 US Government Rights. Each of the software components that constitute the Platform Services is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Platform

Services as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

11.14 Interpretation. Unless the context of this Platform Agreement otherwise requires: (a) references to a Section means a Section of this Platform Agreement, unless another agreement is specified; (b) the term “including” (in its various forms) means “including without limitation”; (c) a particular statute or statutory instrument, regulation or any of their provisions shall include all rules and regulations thereunder and shall be construed as a reference to that statute or statutory instrument, regulation or such provision as the same may have been or may from time to time hereafter be modified, amended or re-enacted; (d) words denoting the singular shall include the plural and vice versa, and words denoting any gender shall include all genders; (e) references to a particular party include such party’s successors and assigns to the extent not prohibited by this Platform Agreement; (f) the headings in this Platform Agreement are for information and convenience only and shall not in any way affect the construction of or be considered in the interpretation of this Platform Agreement; (g) the word “notice” means notice in writing (whether or not specifically stated) and will include notices, consents, approvals and other written communications contemplated under this Platform Agreement; (h) the word “or” will be interpreted in the inclusive sense commonly associated with the term “and/or”; (i) the terms “hereof”, “herein”, “hereby”, and derivative or similar words refer to this entire Platform Agreement; (j) general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; (k) the words “shall” and “will” have the same meaning; and (l) the parties agree that each party has been represented by legal counsel in connection with this Platform Agreement, the terms and conditions of this Platform Agreement are the result of negotiations between the parties, each party has participated in the drafting hereof, and the terms and provisions of this Platform Agreement shall not be construed and applied in favor of or against any party by reason of the extent to which any party participated in the preparation of this Platform Agreement.

