

READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT PROVISIONS RELATED TO YOUR RIGHTS, OBLIGATIONS, AND RESTRICTIONS RELATED TO THE LICENSE AND USE OF THE SPREN PLATFORM, INCLUDING AGREEMENT TO BINDING ARBITRATION AND A CLASS ACTION WAIVER. YOUR USE OF THE SPREN PLATFORM IS SUBJECT TO THIS AGREEMENT AND CONDITIONED UPON YOUR ONGOING COMPLIANCE WITH THE TERMS AND CONDITIONS HEREIN.

Spren Platform License Agreement

This Spren Platform License Agreement (this "**Agreement**") is by and between Elite HRV, Inc. (dba Spren), a Delaware corporation ("**Licensor**"), and the party identified on the API Key request ("**Licensee**"). Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE **ACCEPTS** AND COMPLIES WITH THEM. BY DOWNLOADING THE SDK OR RECEIVING API KEYS, YOU (A) **ACCEPT** THIS AGREEMENT AND ANY EXHIBITS AND SCHEDULES HERETO ON BEHALF OF LICENSEE AND AGREE THAT LICENSEE (AND ANY OTHER PARTIES LICENSEE SHARES THE API AND API KEY WITH PURSUANT TO THESE TERMS) IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (II) YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND ANY EXHIBITS AND SCHEDULES ATTACHED HERETO ON BEHALF OF LICENSEE AND BIND LICENSEE TO THE TERMS HEREOF. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY EXHIBITS AND SCHEDULES ATTACHED HERETO, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD, INSTALL, OR USE THE PLATFORM OR ASSOCIATED SOFTWARE OR SERVICES.

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.**

(a) "**API**" means the Spren application programming interface and any API Documentation or other API materials made available to Licensee by Licensor, including, without limitation, through www.spren.com (the "**Website**"), including any Updates.

(b) "**API Key**" means the security key Licensor makes available for Licensee to access the API.

(c) "**Applications**" means any applications developed by Licensee to interact with the Platform.

(d) "**Data Protection Laws**" means all applicable laws and regulations applicable to the Processing of Personal Data, including but not limited to laws and regulations of the European Union, the European Economic Area, and their member states, Switzerland and the United Kingdom, and the United States and its states,

including the General Data Protection Regulation 2016/679 (“GDPR”) and the California Consumer Privacy Act of 2018 and its implementing regulations (“CCPA”).

(e) **“Intellectual Property Rights”** means any and all rights in and to the Platform or any component thereof, including all patent, copyright, trade secret, trademark, and other proprietary rights.

(f) **“Licensor Offering”** means Licensor's data output made available by Licensor, including the biomarkers, insights, and other information as listed and described at **Exhibit A**.

(g) **“Personal Data”** means any information relating to an identified or identifiable natural person, including any information that constitutes “personal data,” “personal information,” or similar terms under Data Protection Laws.

(h) **“Platform”** means the APIs, SDKs, tools, plugins, code, technology, content, and services that enables others, including app developers and website operators, to develop functionality, retrieve data from Licensor, or provide data to Licensor.

(i) **“Platform Documentation”** means any documentation related to the API and/or SDK or the use thereof made available to Licensee by Licensor from time to time, including, without limitation, through the Website.

(j) **“Process”** means any operation or set of operations which is performed on data, regardless of means.

(k) **“SDK”** means Spren software development kits made available by Licensor.

(l) **“SDK Closed Elements”** means those components of the SDK that the Licensee is not permitted for any reason reverse engineer or otherwise to access the source code and IP, that is, closed-source binary code and encrypted signal data.

(m) **“SDK Open Elements”** means those components of the SDK other than SDK Closed Elements, that the Licensee is permitted to access and modify subject to the terms herein, that is, public headers of binary code, and use and modification of open source code including but not limited to camera configuration code.

(n) **“Updates”** means any updates, bug fixes, patches, or other error corrections to the Platform that Licensor generally makes available free of charge to all licensees of the Platform.

(o) **“User Information”** means any information relating to end users of the Applications that is provided to Licensor by Licensee in connection with the Licensee's use of the Platform or the Licensor Offering, or otherwise in accordance with this Agreement.

2. License.

(a) License Grants. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions set forth in this Agreement, Licensors hereby grants Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the Platform solely for the purposes of internally developing the Applications that will communicate and interoperate with the Licensors Offering and not in connection with the advertising, promotion, distribution, or sale of any other products or services. Licensee shall not use the Platform for any purposes beyond the scope of the license granted in this Agreement. Neither the Platform nor any data generated through use of the Platform is intended for medical or diagnostic purposes.

(i) API Use Restrictions. Without limiting the foregoing in Section 2(a) and except as expressly set forth in this Agreement, Licensee shall not at any time, and shall not permit others to: (a) copy, modify, or create derivative works of the API or any component thereof, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the API; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part; (d) remove any proprietary notices from the API; (e) use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (f) combine or integrate the API with any software, technology, services, or materials not in accordance with the terms of this Agreement; (g) design or permit the Applications to disable, override, or otherwise interfere with any Licensors-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; (h) use the API in any of the Applications to replicate or attempt to replace the user experience of the Licensors Offering; or (i) attempt to cloak or conceal Licensee's identity or the identity of the Applications when requesting authorization to use the API.

(ii) SDK Closed Elements Use Restrictions. Without limiting the foregoing in Section 2(a) and except as expressly set forth in this Agreement, Licensee shall not at any time, and shall not permit others to: (a) modify the SDK Closed Elements or any component thereof, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, transfer, or otherwise make available the SDK Closed Elements; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SDK Closed Elements, in whole or in part; (d) remove any proprietary notices from the SDK Closed Elements; (e) use the SDK Closed Elements in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; (f) combine or integrate the SDK Closed Elements with any software, technology, services, or materials not in accordance with the terms of this Agreement; (g) use the SDK Closed Elements to replicate or attempt to replace the user experience of the Licensors Offering; or (h) attempt to cloak or conceal Licensee's identity or the identity of the Applications when requesting or using the SDK Closed Elements. Licensee is permitted to use, reproduce, and distribute the SDK Closed Elements

to the extent necessary to develop its own Applications but not for use in connection with other parties or platforms.

(iii) SDK Open Elements Use Restrictions. Without limiting the foregoing in Section 2(a) and except as expressly set forth in this Agreement, Licensee shall not at any time, and shall not permit others to: (a) rent, lease, lend, sell, sublicense, assign, or transfer the SDK Open Elements; (b) use the SDK Open Elements in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (c) attempt to cloak or conceal Licensee's identity or the identity of the Applications when requesting authorization to use the SDK Open Elements. Licensee is permitted to copy, modify, or create derivative works of the SDK Open Elements or any component thereof, in whole or in part.

(b) Reservation of Rights. Licensor reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted hereunder, nothing in this Agreement grants to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to the Platform or any component thereof.

3. Licensee Responsibilities.

(a) Licensee is responsible and liable for all uses of the Platform resulting from access provided by Licensee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Licensee shall make all of Licensee's end users aware of this Agreement's provisions as applicable to the submission of User Information to the Licensor in connection with the use of the Platform and shall cause end users to comply with such provisions.

(b) Licensee must obtain an API Key through the registration process available at the Website to use and access the API. Licensee may not share the API Key with any third party, must keep the API Key and all log-in information secure, and must use the API Key as Licensee's sole means of accessing the API. Notwithstanding the foregoing, Licensee may share the API Key with its employees, contractors, or subcontractors that are developing, supporting, or maintaining the Applications provided that such employees, contractors, or subcontractors (i) are made aware of the existence of this Agreement, (ii) are bound by confidentiality obligations at least as restrictive as those included herein, and (iii) agree not to use the API Key for any purpose other than in connection with this Agreement. Licensee shall be responsible and liable for any actions or omissions made by its employees, contractors, or subcontractors who access the Platform using Licensee's API Key. The API Key may be revoked at any time by Licensor.

(c) Licensee shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations. Licensee shall monitor the use of the Applications for any activity that violates applicable laws, rules, and regulations or any terms and

conditions of this Agreement. Licensee is solely responsible for posting any privacy notices and obtaining any consents from Licensee's end users required under applicable laws, rules, and regulations for their use of the Applications.

(d) Licensee will use commercially reasonable efforts to safeguard the Platform from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee will promptly notify Licensor if Licensee becomes aware of any infringement of any Intellectual Property Rights in the Platform and will fully cooperate with Licensor in any legal action taken by Licensor to enforce Licensor's Intellectual Property Rights.

(e) Licensee represents, warrants, and covenants that (i) Licensee's collection and provision of User Information used in connection with the Platform and the Licensor Offering or otherwise under this Agreement does not violate, and will not cause Licensor to violate, any law, statute, ordinance, regulation, or governmental rule of any jurisdiction, including without limitation those pertaining to privacy, data security, and direct marketing activities, (ii) Licensee has provided all notices to, and obtained all consents from, customers and end users that are or may be legally required, including under Data Protection Laws, to permit the disclosure of User Information to Licensor, and Processing of User Information by Licensor under this Agreement, (iii) Licensee is otherwise authorized to provide User Information to Licensor under its agreements with the customers and end users to whom the User Information pertains; (iv) the User Information does not violate the privacy, publicity, intellectual property, or other rights of any customer, end user, other natural person, or other third parties; (v) Licensee has not misrepresented the source of any User Information or the identity of any customer or user associated with any User Information; and (vi) the Applications, Platform, Platform Documentation, and any User Information or other end user or customer personal information collected or created in connection therewith may not be used to confuse, deceive, defraud, mislead, or spam any end users.

4. Support; Updates.

(a) Support. Licensor shall provide Licensee with the support services described in separate **Spren Rates and Support** attachment.

(b) Updates. During the Term, Licensor may provide Licensee, at no additional charge, all Updates, each of which are a part of the Platform and are subject to the terms and conditions of this Agreement. Licensee acknowledges that Licensor may require Licensee to obtain and use the most recent version of the Platform. Updates are intended to improve the Platform and Licensor Offering. Nevertheless, Updates may unintentionally, adversely affect how the Applications communicate with the Licensor Offering. Licensee is required to make any changes to the Applications that are required for integration as a result of such Update at Licensee's sole cost and expense.

5. API Fees and Payment.

(a) Fees. Licensee shall pay Licensor the fees ("**Fees**") set forth in separate **Spren Rates and Support** attachment, without offset or deduction. Licensee shall make

all payments hereunder in US dollars on or before the due date set forth in separate **Spren Rates and Support** attachment. If Licensee fails to make any payment when due: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or the highest rate permitted under applicable law; (ii) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fifteen (15) days following written notice thereof, Licensor may prohibit access to the API until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access to the API.

(b) Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

6. Confidential Information. During the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, in any form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's end users who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the date Licensee accepts the terms of this Agreement and provides payment for the Platform and associated software and services and will expire five years from the date first disclosed to the receiving Party.

7. Ownership; Use of User Information and Personal Data.

(a) Ownership. As between the Licensor and Licensee, Licensor exclusively owns and reserves all right, title, and interest in and to the Platform, Platform Documentation, any data that is derived from Licensee's use of the Platform such as

volumes, frequencies, bounce rates and Platform performance data that does not directly or indirectly identify Licensee, and data derived from User Information that is anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify Licensee or constitute Personal Data.

(b) Licensee grants Licensor a non-exclusive, royalty-free, worldwide license to Process User Information and other information made available to Licensor by or for Licensee through the use of the Platform under this Agreement (“**Customer Data**”) (i) as necessary to provide the Platform and the Licensor Offering; (ii) for Licensor’s internal use to build or improve the quality of the Platform, the Licensor Offering, and other Licensor products and services; and (iii) to create anonymized, de-identified, and/or aggregated data that no longer directly or indirectly identifies Licensee and does not constitute Personal Data. To the extent Customer Data constitutes Personal Data, the parties will comply with the Data Processing Addendum attached to this Agreement as **Exhibit B** (the “**DPA**”).

8. Intellectual Property Ownership; Feedback. Licensee acknowledges that, as between Licensee and Licensor, (a) Licensor owns all right, title, and interest, including all Intellectual Property Rights, in and to the Platform and the Licensor Offering; and (b) Licensee owns all right, title, and interest, including all Intellectual Property Rights, in and to the Applications, excluding the aforementioned rights in Section 8(a). If Licensee or any of Licensee's employees, contractors, and agents sends or transmits any communications or materials to Licensor by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform or the Licensor Offering, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. Licensee hereby assigns to Licensor on Licensee's behalf, and on behalf of Licensee's employees, contractors, and agents, all right, title, and interest in, and Licensor is free to use, without any attribution or compensation to Licensee or any third party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback. For the sake of clarity, Feedback does not include any Intellectual Property Rights in and to the Licensee’s own products or services that utilize or incorporate the Platform or any User Information.

9. Disclaimer of Warranties. THE PLATFORM IS PROVIDED "AS IS", AND LICENSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF LICENSEE'S OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS

OR DEFECTS CAN OR WILL BE CORRECTED. LICENSOR OUTPUT IS NOT INTENDED FOR MEDICAL USE OR ADVICE.

10. Indemnification. Licensee agrees to indemnify, defend, and hold harmless Licensor and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to (a) Licensee's use or misuse of the Platform, (b) Licensee's breach of this Agreement, (c) the Applications, including any end user's use thereof, and (d) Licensee's mishandling or misrepresentation regarding its rights to use, transfer to Licensor, or otherwise collect, handle, share, or disclose any User Information. In the event Licensor seeks indemnification or defense from Licensee under this provision, Licensor will promptly notify Licensee in writing of the claim(s) brought against Licensor for which Licensor seeks indemnification or defense. Licensor reserves the right, at Licensor's option and in Licensor's sole discretion, to assume full control of the defense of claims with legal counsel of Licensor's choice. Licensee may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by Licensor or bind Licensor in any manner, without Licensor's prior written consent. In the event Licensor assumes control of the defense of such claim, Licensor will not settle any such claim requiring payment from Licensee without Licensee's prior written approval.

11. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE TOTAL AMOUNTS PAID BY LICENSEE TO LICENSOR IN THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CAUSE OF ACTION, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM LICENSEE MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE KNOWLEDGE OF THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

12. Term and Termination.

(a) Term. The term of this Agreement begins on the date Licensee accepts the terms of this Agreement and provides payment for the Platform and associated software and services and will continue in perpetuity unless and until terminated earlier pursuant to any of the Agreement's express provisions (the " **Term**").

(b) Termination. Licensee may terminate this Agreement at any time upon written notice to Licensor. Either Party may terminate this Agreement, effective on

written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. Licensor may terminate this agreement at any time upon 90 days' prior written notice to Licensee. Additionally, if Licensor determines that Licensee has violated any of the terms and conditions of this Agreement or acted in way that is detrimental to the Platform or Licensor Offering, Licensor may immediately terminate or suspend this Agreement, any rights granted herein, and Licensee's licenses under this Agreement by providing notice to Licensee or revoking access to the Platform, each in Licensor's sole discretion.

(c) Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason all licenses and rights granted to Licensee under this Agreement will also terminate and Licensee must cease using, destroy, and permanently erase all copies of the Platform from devices and systems that Licensee directly or indirectly controls.

(d) Survival. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the Exhibits to this Agreement; and (c) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") sent to the Licensor must be in writing and sent to 125 Lexington Ave, St 101, PMB 28, Asheville, NC 28801 or via email at operations@spren.com (or to such other address that may be designated by the Licensor from time to time in accordance with this Section). All Notices to the Licensor must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). All Notices sent to the Licensee must be in writing and sent or delivered to the addresses provided by Licensee in connection with the receipt of API Keys (or to such other address that may be designated by the Licensor from time to time in accordance with this Section). All Notices to the Licensee must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law. This agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of conflict of law provision or rule.

(f) BINDING ARBITRATION. THE PARTIES EXPRESSLY AGREE TO SUBMIT ALL DISPUTES ARISING UNDER THIS AGREEMENT TO ARBITRATION IN BUNCOMBE COUNTY, NORTH CAROLINA, BEFORE A SINGLE ARBITRATOR OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATOR SHALL BE SELECTED BY APPLICATION OF THE RULES OF THE AAA, OR BY MUTUAL AGREEMENT OF THE PARTIES, AND SUCH ARBITRATOR'S FINAL RULING SHALL BE BINDING ON BOTH PARTIES. THE EXPENSES OF SUCH ARBITRATION SHALL BE BORNE BY THE NON-PREVAILING PARTY, AND SUCH NON-PREVAILING PARTY AGREES TO REIMBURSE THE PREVAILING PARTY FOR ANY REASONABLE ATTORNEYS FEES INCURRED BY THE PREVAILING PARTY IN CONNECTION WITH SUCH ARBITRATION. NO PARTY TO THIS AGREEMENT WILL CHALLENGE THE JURISDICTION OR VENUE PROVISIONS AS PROVIDED IN THIS SECTION. NOTHING CONTAINED HEREIN SHALL PREVENT THE LICENSOR FROM OBTAINING AN INJUNCTION OR OTHER EQUITABLE RELIEF PURSUANT TO SECTION 13(I) FROM ANY COURT OF COMPETENT JURISDICTION.

(g) CLASS ACTION WAIVER. TO THE EXTENT ALLOWED BY LAW, LICENSEE AGREES THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT LICENSEE WILL NOT SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH

LICENSEE ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. LICENSEE FURTHER AGREES THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF LICENSOR AND ALL OTHER PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING.

(h) Assignment. Licensee may not assign or transfer any of its rights or obligations hereunder, without the prior written consent of Licensor. Licensor may freely assign its rights or obligations in connection with a merger, acquisition, or corporate reorganization upon written notice to Licensee. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(i) Export Regulation. The Platform may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee 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 available outside the US.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Licensee, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

EXHIBIT A

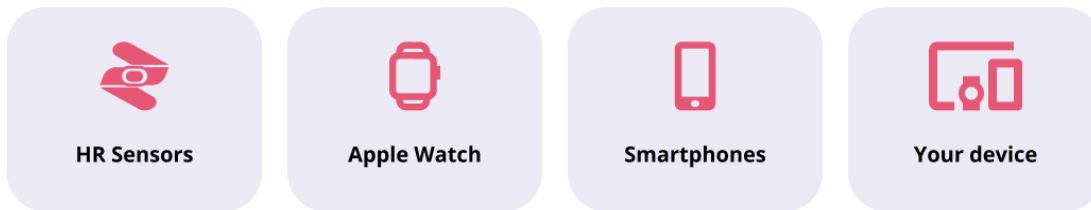
Licensor Offering

14. Spren Setup

Simply pick:

1. Which sensors or wearables your users have access to, including their smartphone camera
2. Which biomarkers and insights you wish to receive, for your user experience.
3. Then, connect to our API or download our mobile SDK using the Spren.com documentation as a guide.

15. Compatible Sensors



Send us the data from any sensor that captures and transmits accurate physiological signals, like R-R Intervals (heartbeats). Sensors include chest straps, Apple Watch, smart phones, or your proprietary device.

You also have SDK options where your users do not use dedicated sensors: they can just use their smartphone cameras to capture the required physiological data.

Biomarker Menu

Biomarkers are calculated signals of the body's condition, defined and validated in medical and scientific literature. Not sure which biomarkers to use? We can help you decide.

Biomarker	Output Measure
HRV Score	1-100 score
HRV Time Domain	RMSSD, lnRMSSD, SDNN, PNN50 (%), Mean IBI
HRV Frequency Domain	Total Power (ms ²), LF Power (ms ²), HF Power (ms ²), LF:HF Ratio, LF Peak (Hz), HF Peak (Hz)

Post workout recovery	Seconds (the time it takes HRV to stabilize and the stabilized value, the time it takes HR to baseline and the baseline value)
Resting Heart Rate	Beats per minute (BPM)
Respiration Rate	Breaths per minute

Coming soon: Blood oxygen, blood pressure, VO2max, body temperature, and more.

Insight Menu

Insights are derived from trends and/or combinations of underlying biomarkers. Every insight is carefully designed based on validated research and a unique dataset with billions of heart rate intervals and other physiological signals. The majority of insights take as little as 30-60 seconds of data collection. The (*) indicates those insights that need longer data sampling from sensors.

Most Popular Insights

Insight	Definition
Body Composition	Body fat (%), fat mass, lean mass, android fat, gynoid fat, basal metabolic rate - delivered in a single camera selfie
Daily Readiness or Recovery Status	Your body's capacity to handle physical and mental challenges today. Can be utilized/repurposed as a brand-specific universal wellness score or towards specific workout guidance.
Stress Status	How much baseline stress is your body under today? What is your risk for burnout? Can also show “in the moment” snapshots, and how those change after meditation or other activities.
ANS Balance	The balance of your autonomic nervous system (ANS) between sympathetic (more for stress/exertion) and parasympathetic (more for relax/recovery) activity.
Activity Score	Are you moving and exercising enough, too much, or just right - given all your other lifestyle factors?

Training and Fitness Insights Coming Soon: Post-Exercise Recovery, Cardiovascular Fitness Score (VO2 Max), Weekly Training Load.

Health and Wellness Insights Coming Soon: Illness Risk, Cognitive Load, Craving Predictor

Need a Custom Insight Built to Your Needs?

Our team of data scientists and health and performance experts can build a custom insight specific to your data sources and your end-users' goals.

Reference Ranges

Need to show your end-user how they stack up against your other users, or against a similar population? The Spren database contains population reference ranges for all Biomarkers and most Insights. We also monitor the research to identify agreed-upon reference ranges. Based on user age, gender, location, fitness levels and other demographics, you can obtain and display reference range values for any particular user.

Educational Information

Need to educate your end-user on how to interpret each Biomarker or Insight value? Spren documentation contains many examples of effective educational text to be presented alongside an API value. Simply add this text, customize it to your users and their needs/goals, and map it to the API value.

EXHIBIT B

Data Processing Addendum

This Data Processing Addendum (“DPA”) forms part of the Spren Platform Licensing Agreement (“Agreement”) between Licensor and Licensee, as those terms are defined in the Agreement.

With respect to the Processing of Personal Data, the parties agree as follows:

- 1. Definitions.** All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. As used in this DPA, the capitalized terms below have the meanings set forth below.
 - 1.1. “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq.
 - 1.2. “Data Breach” means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Licensee Personal Data Processed by Licensor or a Sub-processor.
 - 1.3. “Data Controller” means an entity that determines the purposes and means of the Processing of Personal Data.
 - 1.4. “Data Processor” means an entity that Processes Personal Data on behalf of a Data Controller.
 - 1.5. “Data Subject” means the natural person to whom Personal Data relates.
 - 1.6. “EEA” means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.
 - 1.7. “EEA Restricted Transfer” means a transfer (or onward transfer) to a Third Country of Personal Data originating in the EEA or Switzerland that is subject to GDPR or the Swiss Federal Act on Data Protection, where any required adequacy means can be met by entering into the EU Standard Contractual Clauses.
 - 1.8. “EU Standard Contractual Clauses” means the standard contractual clauses annexed to Commission Implementing Decision (EU) (2021/914) of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant Regulation (EU) 2016/679 of the European Parliament and of the Council, as entered into by the parties under this Addendum. This term also includes any subsequent version thereof released by the European Commission. In the event any subsequent version of such clauses is released that is applicable to the Services, the parties agree that the then-current version of the clauses will apply, in which case any references in this Addendum to specific clauses in the clauses shall be deemed to refer to equivalent clauses in the then-current version of the clauses, regardless of their enumeration.
 - 1.9. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the Protection of Natural Persons with regard to the Processing of Personal Data and the Free Movement of Such Data, repealing Directive 95/46/EC, otherwise known as the General Data Protection Regulation, and for the purpose of this

Addendum includes the corresponding laws of the UK (including the UK GDPR and Data Protection Act 2018).

- 1.10. "Licensee Personal Data" means any Personal Data that is included in Customer Data and that Licensor Processes on behalf of Licensee in the course of providing the Services.
- 1.11. "Services" means the services provided by Licensor to Licensee under the Agreement.
- 1.12. "Sub-processor" means any Data Processor engaged by Licensor to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.
- 1.13. "Third Country" means any country, organization, or territory not acknowledged by the European Commission or the UK government, as applicable, to ensure an adequate level of protection for Personal Data in accordance with Article 45 of GDPR.
- 1.14. "UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner's Office under S119A(1) Data Protection Act 2018 and in force as of 21 March 2022, as revised by the UK Information Commissioner's Office from time to time.
- 1.15. "UK Restricted Transfer" means a transfer (or onward transfer) to a Third Country of Personal Data originating in the UK that is subject to GDPR where any required adequacy means can be met by entering into the EU Standard Contractual Clauses and the UK Addendum.

2. Relationship with the Agreement.

- 2.1. The parties agree that this DPA shall replace any DPA or other contractual provisions pertaining to the subject matter contained herein that the parties may previously have executed in connection with Services.
- 2.2. If there is any conflict between this DPA and the Agreement, this DPA shall prevail. Except for any conflicting terms, the Agreement remains unchanged and in full force and effect.
- 2.3. Any claims brought under or in connection with this DPA are subject to the terms and conditions, including but not limited to the exclusions and limitations of liability, set forth in the Agreement.

3. Roles of the Parties; Processing of Personal Data.

- 3.1. The parties acknowledge and agree that (i) Licensee is the Data Controller and Licensor is the Data Processor when Licensor Processes Licensee Personal Data on Licensee's behalf to provide the Services and (ii) Licensor may additionally process Licensee Personal Data as an independent Data Controller for its own legitimate internal business purposes as described in Section 3.5 of this DPA.

- 3.2. Licensee agrees that (i) it shall comply with its obligations as a Data Controller under the Data Protection Laws in respect of its Processing of Licensee Personal Data and any Processing instructions it issues to Licensors; and (ii) it has provided all notices, and obtained all consents and rights, necessary under Data Protection Laws for Licensors to Process Licensee Personal Data to provide the Services, as described in the Agreement and this DPA, and otherwise in accordance with Licensee's documented and agreed-upon lawful instructions.
- 3.3. Licensors shall Process Licensee Personal Data only to provide the Services described in the Agreement and this DPA, or otherwise in accordance with Licensee's documented and agreed-upon lawful instructions, unless Processing is required by applicable law, in which case Licensors shall to the extent permitted by applicable law inform Licensee of that legal requirement before the relevant Processing. Licensors shall not otherwise retain, use, or disclose Licensee Personal Data for any purpose other than for the specific purpose of performing the Services as described in the Agreement and this DPA, including retaining, using, or disclosing Licensee Personal Data for a commercial purpose other than providing the Services.
- 3.4. The subject matter and duration of the Processing, the nature and purposes of the Processing, and the types of Licensee Personal Data and categories of data subjects are as described in Schedule 1 to this DPA.
- 3.5. Notwithstanding any provision of the Agreement or this DPA to the contrary, the parties acknowledge and agree that Licensors may also process Licensee Personal Data as an independent Data Controller for the following legitimate internal business purposes: (i) for Licensors' internal use to build or improve the quality of the Platform, the Licensors Offering, and other Licensors products and services; and (ii) to create anonymized, de-identified, and/or aggregated data that no longer directly or indirectly identifies Licensee and does not constitute Personal Data (collectively, the "Product Improvement Processing Purposes"). Licensors agree that it shall comply with its obligations as a Data Controller under the Data Protection Laws in respect of its Processing of Licensee Personal Data for the Product Improvement Processing Purposes. Licensee represents and warrants (i) that it has provided all notices, and obtained all consents and rights, necessary under Data Protection Laws for Licensors to Process Licensee Personal Data for the Product Improvement Processing Purposes, and (ii) that Licensors' Processing of Licensee Personal Data for the Product Improvement Processing Purposes is compatible with the original purposes under Data Protection Laws for which Licensee collected and Processed the Product Improvement Personal Data.
4. **Data Security.** Licensors shall take appropriate technical and organizational measures against unauthorized or unlawful Processing of Licensee Personal Data or its accidental loss, destruction, or damage, including the security measures described in Schedule 2 to this DPA.
5. **Data Breach Response.** Licensors shall notify Licensee without undue delay after becoming aware of any Data Breach. Licensors shall make reasonable efforts to identify the cause of the Data Breach and shall undertake such steps as Licensors deems necessary and reasonable in order to remediate the cause of such Data Breach. Licensors shall provide information related

to the Data Breach to Licensee in a timely fashion and as reasonably necessary for Licensee to maintain compliance with the Data Protection Laws.

- 6. Confidentiality of Processing.** Licensors shall ensure that any person who is authorized by Licensors to Process Licensee Personal Data (including its staff, agents, and subcontractors) shall be under an appropriate obligation of confidentiality.
- 7. Return or Deletion of Licensee Personal Data.** Upon termination or expiration of the Agreement, Licensors shall (at Licensee's election) delete or return, if feasible, to Licensee all Licensee Personal Data remaining in its possession or control, save that this requirement shall not apply: (i) to the extent Licensors is required by applicable law to retain some or all of the Licensee Personal Data; or (ii) to Licensee Personal Data Licensors has archived on back-up systems. In all such cases, Licensors shall maintain the Licensee Personal Data securely and limit Processing to the purposes that prevent deletion or return of the Licensee Personal Data. The terms of this DPA shall survive for so long as Licensors continues to retain any Licensee Personal Data.
- 8. Sub-processing.** Licensee hereby authorizes Licensors to engage Sub-processors to Process Licensee Personal Data on Licensee's behalf, including the Sub-processors currently engaged by Licensors. Licensors shall: (i) take commercially reasonable measures to ensure that Sub-processors have the requisite capabilities to Process Licensee Personal Data in accordance with this DPA; (ii) enter into a written agreement with each Sub-processor that requires the Sub-processor to protect the Licensee Personal Data to the same standard required by this DPA; and (iii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Licensors to breach any of its obligations under this DPA. Licensors will notify Licensee in the event that it intends to engage different or additional Sub-processors that will Process Licensee Personal Data pursuant to this DPA, which may be done by email or posting on a website identified by Licensors to Licensee. Licensee must raise any objection to posted Sub-processors within five (5) calendar days of the posted update. Licensee's objection shall only be effective if submitted to Licensors in writing, specifically describing Licensee's reasonable belief that Licensors's proposed use of the Sub-processor(s) will materially, adversely affect Licensee's compliance with GDPR. In any such case, the parties will make reasonable efforts to reconcile the matter.
- 9. International Transfers.**
 - 9.1. Licensors may Process Personal Data in the United States and anywhere else in the world where Licensors or its Sub-processors maintain data Processing operations. Licensors shall at all times provide an adequate level of protection for the Personal Data Processed, in accordance with the requirements of Data Protection Laws.
 - 9.2. If and to the extent Licensors's performance of the Services involves an EEA Restricted Transfer, the terms of this Section 9.2 will apply with respect to such EEA Restricted Transfer(s) provided that no alternative recognized compliance standards for the lawful transfer of Personal Data outside the EEA or Switzerland, such as Binding Corporate Rules, applies.

9.2.1 Where Licensor acts as the data importer with respect to an EEA Restricted Transfer, Licensor hereby enters into the EU Standard Contractual Clauses, which are incorporated by reference herein, with Licensee, acting as the data exporter. For the purpose of any such EEA Restricted Transfer, the EU Standard Contractual Clauses will be completed as follows:

- (a) Module Two (Transfer Controller to Processor) will apply when Licensee is a Controller.
- (b) Module Three (Transfer Processor to Processor) will apply when Licensee is a Processor.
- (c) For the purpose of Section II, Clause 8.1 (Modules Two and Three), the Agreement and this Addendum constitute the final and complete instructions to Licensor for the Processing of Personal Data as of the date of this Addendum. Any additional or alternate instructions must be mutually agreed upon separately in writing and signed by both parties.
- (d) For the purpose of Section II, Clause 8.9 (Modules Two and Three), the parties agree that any audits or inspections be conducted in accordance with the “Audits and Inspections” Section of this Addendum.
- (e) For the purpose of Section II, Clause 9 (Modules Two and Three), the parties select Option 2 and agree that Licensor may engage Sub-processors in accordance with the “Sub-processing” section of this Addendum.
- (f) For the purpose of Section II, Clause 13 (Modules Two and Three):
 - i. Where Licensee is established in an EEA Member State, the supervisory authority with responsibility for ensuring compliance by Licensee with GDPR as regards the data transfer shall act as competent supervisory authority.
 - ii. Where Licensee is not established in an EEA Member State, but falls within the territorial scope of application of GDPR in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of GDPR, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of GDPR is established shall act as competent supervisory authority.
 - iii. Where Licensee is not established in an EU Member State, but falls within the territorial scope of application of GDPR in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of GDPR, the supervisory authority of one of the EEA Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Schedule I.C, shall act as competent supervisory authority.
- (g) For the purpose of Section IV, Clause 17 (Modules Two and Three), the

parties select Option 2, and if the data exporter's Member State does not allow for third-party beneficiary rights, then the law of Ireland shall apply.

- (h) For the purpose of Section IV, Clause 18 (Modules Two and Three), the parties agree that disputes arising from the EU Standard Contractual Clauses shall be resolved by the courts of Ireland.
- (i) Annex I is deemed to be completed with the details set out in Schedule 1 to this Addendum.
- (j) Annex II (Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of the Data) is deemed to be completed with the Technical and Organizational Security Measures set out in Schedule 2 to this Addendum.
- (k) If and to the extent an EEA Restricted Transfer involves Personal Data originating from Switzerland and is subject to the Swiss Federal Act on Data Protection of 19 June 1992 (the "**FADP**"), the EU Standard Contractual Clauses are deemed to be supplemented with an additional annex that provides as follows:
 - i. for purposes of Clause 13 and Annex I.C, the competent Supervisory Authority is the Swiss Federal Data Protection and Information Commissioner;
 - ii. the term "member state" as used in the EU Standard Contractual Clauses must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18.c;
 - iii. references in the EU Standard Contractual Clauses to the GDPR should be understood as references to the FADP; and
 - iv. until entry into force of the revised FADP of 25 September 2020, the EU Standard Contractual Clauses also protect the data of legal entities.

9.3. If and to the extent Licensor's performance of the Services involve a UK Restricted Transfer, the terms of this Section 9.2 will apply with respect to such UK Restricted Transfer(s) provided that no alternative recognized compliance standards for the lawful transfer of Personal Data outside the United Kingdom, such as Binding Corporate Rules, applies.

9.3.1. Where Licensor acts as the data importer with respect to a UK Restricted Transfer, Licensor hereby enters into the EU Standard Contractual Clauses and the UK Addendum, which are incorporated by reference herein, with Customer acting as the data exporters in a UK Restricted Transfer. For the purpose of any such UK Restricted Transfer,

- (a) the EU Standard Contractual Clauses and the UK Addendum will be completed as set forth in Section 5.2.2, subject to the amendments specified by the UK Addendum; and
- (b) for the purposes of Section 19 and Table 4 of the UK Addendum, the parties select both the Importer and the Exporter in Table 4, and agree that either of them may end the UK Addendum in accordance with Section 19 thereof.

9.4. If Licensor adopts a solution other than the EU Standard Contractual Clauses and/or the UK Addendum, that enables the transfer of Personal Data in connection with an EEA Restricted Transfer or UK Restricted Transfer in accordance with GDPR and other Data Protection Laws, such as binding corporate rules or another approved international data transfer framework (such solution, an “**Alternative Transfer Solution**”), then Licensor shall notify Licensee in writing and the Alternative Transfer Solution shall apply in lieu of the EU Standard Contractual Clauses and/or the UK Addendum, as applicable, to any EEA Restricted Transfers or UK Restricted Transfers, as applicable, that take place following such written notification.

10. Data Protection Authority Inquiries. Licensor shall provide commercially reasonable cooperation to assist Licensee in its response to any requests from data protection authorities with authority relating to the Processing of Licensee Personal Data under the Agreement and this DPA. In the event that any such request is made directly to Licensor, Licensor shall not respond to such communication directly without Licensee's prior authorization, unless legally compelled to do so. If Licensor is required to respond to such a request, Licensor shall promptly notify Licensee and provide it with a copy of the request unless legally prohibited from doing so.

11. Individual Rights and Requests. To the extent Licensee does not have the ability to independently correct, amend, or delete Licensee Personal Data, or block or restrict Processing of Licensee Personal Data, then at Licensee's written direction and to the extent required by Data Protection Laws, Licensor shall comply with any commercially reasonable request by Licensee to facilitate such actions where feasible. Licensor shall, to the extent legally permitted, promptly notify Licensee if it receives a request from an individual data subject for access to, correction, amendment or deletion of that person's Licensee Personal Data, or a request to restrict Processing. Licensor shall provide Licensee with commercially reasonable cooperation and assistance in relation to handling of a data subject's request, to the extent legally permitted and to the extent Licensee does not have the ability to address the request independently.

12. Data Protection Impact Assessments; Prior Consultations with Supervisory Authorities. Upon Licensee's written request, Licensor shall provide Licensee with reasonable cooperation and assistance as needed to fulfil Licensee's obligation under any Data Protection Laws to carry out a data protection impact assessment related to Licensee's use of the Services, to the extent Licensee does not otherwise have access to the relevant information, and to the extent such information is available to Licensor. Licensor shall provide reasonable assistance to Licensee in the cooperation or prior consultation with the

Supervisory Authority in the performance of its tasks relating to this Section, to the extent required under any Data Protection Laws.

13. Audits and Inspections. Licensor shall provide written responses (on a confidential basis) to all commercially reasonable requests for information made by Licensee regarding Processing of Licensee Personal Data, including responses to information security reviews, that are necessary to confirm Licensor's compliance with this DPA. To the extent Licensor's responses are not sufficient to enable Licensee to satisfy its obligations under applicable Data Protection Laws, Licensor shall cooperate with audits and inspections performed by Licensee or a vendor of Licensee reasonably acceptable to Licensor, provided however, that any audit or inspection: (i) may not be performed unless necessary to determine Licensor's compliance with this DPA and Licensee reasonably believes that Licensor is not complying with this DPA, or as otherwise specifically required by applicable Data Protection Laws; (ii) must be conducted at Licensee's sole expense and subject to reasonable fees and costs charged by Licensor; (iii) may be conducted on no less than thirty (30) days prior written notice from Licensee, at a date and time and for a duration mutually agreed by the parties; and (v) must be performed in a manner that does not cause any damage, injury, or disruption to Licensor's premises, equipment, personnel, or business. Notwithstanding the foregoing, Licensor will not be required to disclose to Licensee or an agent or vendor of Licensee in connection with any audit or inspection undertaken pursuant to this DPA any (i) proprietary or privileged information of Licensor or (ii) information subject to confidentiality obligations between Licensor and its other customers.

14. Law Enforcement Requests. If a law enforcement or other governmental agency sends Licensor a request or other lawful process for Licensee Personal Data (for example, a subpoena or court order), Licensor may attempt to redirect the agency to request that data directly from Licensee. As part of this effort, Licensor may provide Licensee's basic contact information to the law enforcement agency. Licensor will not voluntarily disclose Licensee Personal Data to a law enforcement or other governmental agency absent a legal obligation to do so, and if applicable law compels Licensor to do so in response to a demand received from such agency, then Licensor shall use reasonable efforts to give Licensee prior notice of the demand to allow Licensee to seek a protective order or other appropriate remedy, unless Licensor is legally prohibited from doing so.

15. Miscellaneous

15.1. Unless otherwise required by the EU Standard Contractual Clauses or other data transfer requirements, this DPA will be subject to the governing law identified in the Agreement without giving effect to conflict of laws principles.

15.2. Except as may be otherwise provided pursuant to the EU Standard Contractual Clauses, no one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

SCHEDULE 1 - DETAILS OF THE PROCESSING

A. List of Parties

For purposes of the EU Standard Contractual Clauses entered into by Licensor and Licensee pursuant to Section 9 of the Addendum:

- Module Two (Transfer Controller to Processor): the data exporters is Licensee, a recipient of Services performed by Licensor under the Agreement between Licensor and Licensee, acting as a Controller. The Data importer is Licensor, acting as a Processor.
- Module Three (Transfer Processor to Processor): the data exporters is Licensee, a recipient of Services performed by Licensor under the Agreement between Licensor and Licensee, acting as a Processor. The data importer is Licensor, acting as a Processor.

B. Description of Transfer

The categories of Data Subjects may include the following:

- Employees and contact persons of:
 - Licensee
 - Licensee's prospects, customers, and end users
 - Licensee's vendors and suppliers
 - Licensee's business partners
- Prospects, end users, customers, vendors, suppliers, and business partners of Licensee (who are natural persons)
- Such other Data Subjects as may be the subjects of Licensee Personal Data that Licensee makes available to Licensor for Processing on Licensee's behalf in connection with Licensor's performance of the Services, as determined and controlled by Licensee in its sole discretion and/or as may be set forth in an Agreement.

The Licensee Personal Data may include the following categories of data :

- Business contact details
- Personal contact details
- Data concerning health, including biomarkers, physiological data, and other data elements discussed in Exhibit A to the Agreement between Licensor and Licensee
- System access/usage/authorization data
- Contract and invoice data
- Such other categories of Licensee Personal Data that Licensee makes available to Licensor for Processing on Licensee's behalf in connection with Licensor's performance of the Services, as determined and controlled by Licensee in its sole discretion and/or as

may be set forth in an Agreement.

The Licensee Personal Data will not contain any of the following unless otherwise agreed in the applicable Agreement:

- (a) government-issued personal identification numbers (including but not limited to social security numbers, driver's license numbers, and passport numbers);
- (b) credit or debit card numbers, personal identification numbers (PIN), passwords or other electronic identification numbers or other information a person uses for payment or to access personal or financial information;
- (c) patient, medical or other protected health information that is subject to the U.S. Health Insurance Portability and Accountability Act of 1996 or any similar national or state laws, rules or regulations;
- (d) any Licensee Personal Data that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, or criminal record or history, or that concerns an individual's health or sex life; or

Nature and Purposes of Processing

Licensor will Process Licensee Personal Data to provide the Services, for the purposes described in the Agreement, or otherwise in accordance with Licensee's documented and agreed-upon lawful instructions.

Period for which Licensee Personal Data Will be Retained

Licensee Personal Data will be retained for the duration of the Agreement and subject to Section 7 (Return or Deletion of Licensee Personal Data) of the Addendum.

Frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)

Transfers will be made on a continuous basis.

For transfers to Sub-processors, the subject matter, nature, and duration of the processing

The subject matter, nature, and duration of processing undertaken by Sub-processors will be the same as set forth in the Addendum and this Schedule 1 with respect to Licensor.

C. Competent Supervisory Authority

Under the Standard Contractual Clauses entered by the parties pursuant to Section 5.2.2 of the Addendum, under Module Two (Transfer Controller to Processor) and Module Three (Transfer Processor to Processor), the supervisory authority will be the competent supervisory authority that has supervision over the Licensee or the Related Entity, or as applicable, the supervisory authority of one of the EEA Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, in accordance with Clause 13 of the EU Standard Contractual Clauses.

SCHEDULE 2 – TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

For any Processing of Licensee Personal Data using Licensor hardware, systems, or facilities, Licensor will implement and maintain the technical and organizational security measures described in this Schedule. Licensee is solely responsible for providing appropriate technical and organizational security measures for Processing of Licensee Personal Data on Licensee's systems or facilities or any third-party systems or facilities operated on behalf of Licensee.

- 1. Physical Access Controls.** Policies, procedures, and physical and technical controls to prevent unauthorized physical access Processing systems or the facilities in which they are housed, including badge access to buildings; locks on offices, desks, and file cabinets used to store Processing equipment; and workstation security controls including screen savers, privacy screens, and auto-logout.
- 2. Network and System Access Controls.** Policies, procedures, and technical controls designed to prevent Processing Systems from being accessed without authorization, including measures such as authentication through individual user accounts with complex passwords and multi-factor authentication; virus protection; network intrusion detection systems; and acceptable use policies governing access to and use of Supplier network and system resources.
- 3. Data Access Controls.** Policies, procedures, and controls designed to ensure that Licensee Personal Data is accessible only by properly authorized staff, including measure such as data classification policies restricting access to and storage, disclosure, and use of Licensee Personal Data; logical access controls based on the principle of "least privilege;" and encryption of data at rest on removable and portable storage devices.
- 4. Data Integrity controls.** Policies, procedures, and controls designed to establish that any data stored, received, controlled or otherwise accessed is not compromised and remains intact.
- 5. Logical Separation.** Policies, procedures, and controls designed to ensure that data from different customers is logically segregated on systems managed by Supplier.
- 6. Transmission controls.** Policies, procedures, and controls designed to ensure that Licensee Personal Data is protected during transmission or transport, including encryption of data in transit over public or wireless networks; prohibitions on transmitting Licensee Personal Data through the use of unsecure public wireless networks; policies requiring the use of approved electronic mail and electronic file transmission methods; and policies requiring the use of approved carriers for the transmission of paper records.
- 7. Security Awareness and Training.** A security awareness and training program for members of Supplier's workforce (including management), which includes training on how to implement and comply with Supplier's security program.

8. **Security Incident Procedures.** Policies and procedures to detect, respond to, and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Licensee Personal Data or information systems relating thereto, and procedures to identify and respond to suspected or known security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.
9. **Contingency Planning** – Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster), including a data backup plan and a disaster recovery plan.
10. **Testing and Monitoring.** Periodic testing and monitoring of the effectiveness of Supplier's security program, and a process to implement updates and improvements to address findings and improve and adjust the security program as appropriate.