EYSZ SAAS AGREEMENT

This EYSZ SaaS Agreement (the “Agreement”) by and between EYSZ, Inc., with a place of business at 2838 Benvenue Avenue, Berkeley, CA 94705 (“Company”), and the customer identified in an executed Eysz Order Form (“Customer”), governs Customer’s access to and use of the software-as-a-service offering identified in the applicable Order Form (“Services”). This Agreement is effective as of the “Order Date / Effective Date” specified on the applicable Order Form (the “Effective Date”). The Services are offered to Customer under this Agreement during the Initial and Renewal Term (as defined in Section 10).

1. SERVICES

1. Provision of Access. Subject to the terms and conditions of this Agreement, Company hereby grants Customer a non-exclusive, non-transferable right during the Term to: (a) access and use the software-as-a-service offering described above (the "Services") up to the number of employees or contractors of Customer that Customer permits to access and use the Services and/or Documentation as set forth in the applicable Order Form ("Authorized Users") and, where the Order Form specifies a number of reports, up to that number of reports (and otherwise on an unlimited basis at the Site, subject to Section 1.3); and (b) use Company's user manuals, handbooks, and/or other user documentation relating to the Services provided or made accessible by Company to Customer (the "Documentation") in connection with Customer's use of the Services. Company reserves all rights not expressly granted to Customer in this Agreement. There are no implied licenses granted by Company under this Agreement.
2. Use Restrictions. Customer shall use the Services solely in accordance with the Documentation and within the scope of the access granted in this Agreement. Except as otherwise set forth in this Agreement, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any right of any person, or that violates any applicable law.
3. Site, Provider Limits and Fair Use. The Services are licensed for use at the Site identified in the Order Form and by up to the number of providers stated for the License Tier on the Order Form. Where the Order Form provides for unlimited use, that use is limited to recordings and reports for Customer’s own patients for whom use of the Services is clinically appropriate, in the ordinary course of Customer’s practice at the Site. Company will not charge additional fees for usage without first giving Customer written notice and a reasonable opportunity to discuss it.

2. CUSTOMER RESPONSIBILITIES

1. Equipment and Connectivity. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking,

web servers and the like (collectively, “Equipment”), excluding the Loaned Hardware (as defined in Section 13), which is governed by Section 13.

2. Security and Account Use. Customer shall also be responsible for maintaining the security of the Equipment, Customer’s account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Services and Documentation resulting from access through Customer’s account, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.
3. Authorized Users. Without limiting the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement.

3. FEES

1. Fees and Consideration. In consideration of Company's access grant, Customer shall pay to Company the fees set forth in the applicable Order Form. Customer acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.
2. Anti-Kickback Compliance and Cost Reporting. The Parties in good faith believe that this Agreement fully complies with the provisions of 42 U.S.C. 1320a-7b (the “Anti-Kickback Statute”). Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), regarding safe harbor protection for discounts under the Anti-Kickback Statute, and will request from Company any information beyond the invoice needed to fulfill Customer’s cost reporting obligations. Discounts are reflected on the face of each invoice.
3. Evaluation Period Fees. No fees are charged or invoiced during the Evaluation Period (as defined in Section 10.1).
4. Pricing Conditions. Pricing, including any Early Innovator discount, is not conditioned on, and Company does not require, any minimum number of patients, studies, or procedures, any referral or purchase of other items or services, or any marketing, case study, or reference participation.

4. CONFIDENTIAL INFORMATION

1. Definition. From time to time 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, whether orally or in written, electronic, or other form or media, that is marked, designated or otherwise identified as "confidential" or that is information that, under the circumstances surrounding the disclosure, the receiving Party reasonably should have known was confidential or proprietary to the disclosing Party (collectively, "Confidential Information").
2. Exclusions. 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 without use of the disclosing Party’s Confidential Information.
3. Non-Disclosure Obligations. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees or contractors who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder and who are subject to binding confidentiality obligations at least as protective as those in this Section 4.

4. Required Disclosures. Notwithstanding the foregoing, the receiving Party may disclose the disclosing Party's 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 receiving Party first gives written notice to the other Party, where possible, to permit the disclosing Party to pursue available rights and remedies to limit or prevent such disclosure and reasonably cooperates with such efforts; or (ii) to establish a Party's rights under this Agreement, including to make required court filings.
5. Return or Destruction. On the expiration or termination of the Agreement and the request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media (excluding any copies made by an automatic back-up of computer files), of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.
6. Duration of Obligations. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

1. Company IP. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Services, the Documentation, and any and all other tools, materials or other technology used by Company to provide the Services or provided by Company to Customer or any Authorized User in connection with the Services ("Company IP").
2. Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services ("Customer Data"). Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the Services to Customer.
3. Aggregate Usage Data. Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregate Usage Data"). As between Company and Customer, all right, title, and interest in Aggregate Usage Data, and all intellectual property rights therein, belong to and are retained solely by Company. Customer agrees that Company may (i) make Aggregate Usage Data publicly available in compliance with applicable law, and (ii) use Aggregate Usage Data to the extent and in the manner permitted under applicable law; provided that such Aggregate Usage Data does not identify Customer or Customer's Confidential Information.
4. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Company by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, Documentation or other Company IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions,

or the like ("Feedback"), Company is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential.

5. De-Identified Data & Machine Learning R&D. Subject to the BAA, which controls as to protected health information, Customer agrees that Company may collect, extract, compile, and de-identify Customer Data (including audiovisual recordings and clinical indicators) in strict accordance with the HIPAA de-identification standards set forth at 45 C.F.R. § 164.514(a)–(b) (Safe Harbor or Expert Determination method). For audiovisual recordings and other images, Company will treat data as de-identified only as provided in Section 3.8 of the BAA, and Company will not use unaltered recordings that depict a patient (including a patient's face) for algorithm training, product development, or commercialization unless a valid authorization under 45 C.F.R. § 164.508 has been obtained from the patient or the patient's personal representative. Customer will reasonably cooperate, at Company's request, in obtaining such authorizations. Company shall exclusively own all right, title, and interest in any completely de-identified, aggregated, or anonymized datasets, statistical metrics, performance data, and machine learning models derived therefrom ("De-Identified R&D Data"). Company is granted a perpetual, irrevocable, royalty-free, worldwide right to use, license, refine, and exploit such De-Identified R&D Data for clinical research, algorithm optimization, training artificial intelligence classifiers, software development, medical device validation, and commercialization, provided such data never identifies Customer, any Authorized User, or any individual patient. Company will not re-identify or attempt to re-identify any De-Identified R&D Data, and will not disclose it to any third party except under a written agreement that prohibits re-identification.

6. COMPLIANCE

1. General. Each Party is responsible for compliance with all applicable laws, rules, regulations, or ordinances ("Applicable Laws") which may relate to its respective activities and responsibilities under this Agreement.
2. Personal Information. Each Party shall comply with Applicable Laws with respect to the collection, processing and use of patient health information and other information relating to an identified or identifiable natural person, including without limitation the Health Insurance Portability and Accountability Act of 1996 and any regulations promulgated under that Act, each as amended from time to time ("HIPAA"), in connection with this Agreement. Customer represents and warrants that it has obtained and will retain during the term hereof sufficient rights and patient consent with respect to Customer Data for Company to provide the Services in the manner contemplated under this Agreement. The Eysz Business Associate Agreement (the "BAA") is incorporated into the Order Form, takes effect as of the Effective Date, and governs the handling of Protected Health Information. Company will not receive Protected Health Information until the BAA is in effect. The BAA controls over this Agreement and the Order Form as to Protected Health Information.
3. Export Compliance. Customer shall comply with all Applicable Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Company Confidential Information or other Company IP outside the United States.
4. Excluded Company. Neither Company nor to its knowledge its employees or contractors performing Services under this Agreement have been excluded, terminated, suspended or debarred from participation in an applicable federal or state health care program or procurement programs. If Company becomes aware that an employee or contractor performing Services under this Agreement is excluded, terminated, suspended or debarred from participation in any such program,

Company will promptly replace that employee or contractor. If Company is excluded, terminated, suspended or debarred, Customer may terminate this Agreement immediately upon written notice to Company.

7. SUPPORT

1. Technical Support. Company shall provide reasonable technical support services for the Services in accordance with Company's standard practices to address errors and interruptions in the Services.
2. Maintenance and Service Disruptions. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
3. Availability and Results. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

8. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, DOCUMENTATION AND COMPANY IP ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. LIMITATIONS OF LIABILITY

1. RESPONSIBILITY FOR NEGLIGENCE. EACH PARTY SHALL BE RESPONSIBLE FOR THE NEGLIGENCE OF ITS OWN EMPLOYEES AND/OR AGENTS.
2. EXCLUDED DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE LOSSES OR DAMAGES REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
3. AGGREGATE LIABILITY CAP. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATER OF $10,000 OR THE AGGREGATE AMOUNTS PAID TO COMPANY HEREUNDER.
4. Applicable Law Exception. The foregoing limitations of liability will not operate to exclude or limit liability to the extent such liability cannot be excluded or limited pursuant to applicable law.

10.TERM AND TERMINATION

1. Term and Evaluation Period. The term of this Agreement begins on the Effective Date. To ensure a smooth onboarding process, the Parties will target a Training Date within thirty (30) days of execution. If the Training Date has not occurred within sixty (60) days after the Effective Date, for any reason, either Party may terminate this Agreement by written notice, and Customer shall not

owe any fees. The initial 60-day evaluation period (the “Evaluation Period”) commences on the actual Training Date ("Trial Start Date") during which Customer will evaluate the Services as clinically appropriate. Any patient-count goal discussed by the Parties is a non-binding goal only, and Customer is not required to use the Services for any minimum number of patients. Unless terminated prior to the end of the Evaluation Period pursuant to Section 10.3, the paid twelve (12) month service term ("Initial Term") shall begin automatically on the day immediately following the expiration of the Evaluation Period. Company will check in with Customer’s clinical team around Day 45 of the Evaluation Period and will send Customer a written reminder of the billing start date before the Evaluation Period ends.

2. Automatic Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"; and the Evaluation Period, the Initial Term, and all Renewal Terms together, the "Term") unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term. Company will send Customer a renewal reminder at least sixty (60) days before the end of the Initial Term and each Renewal Term.
3. Termination During Evaluation Period. Either Party may terminate this Agreement without cause at any time on or before the last day of the 60-day Evaluation Period upon written notice to the other Party. Notice by email to the Company contact identified on the Order Form is sufficient. If terminated during the Evaluation Period, Customer shall not be responsible for any fees, and Company will not issue any invoice.
4. Termination for Cause. Following the evaluation period, either Party may terminate this Agreement for cause upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach; or (b) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
5. Effect of Termination. Upon expiration or termination of this Agreement for any reason, Customer shall return all Loaned Hardware to Company in accordance with Section 13. If Customer terminates this Agreement prior to the end of the then-current Initial Term or Renewal Term for any reason other than (a) termination during the Evaluation Period under Section 10.3, (b) Company’s uncured material breach under Section 10.4 (including a material breach of the BAA), or (c) termination under Section 6.4, Customer shall remain obligated to pay all remaining unpaid fees for the remainder of the then-current Initial Term or Renewal Term. Company will return or destroy Customer Data in accordance with the BAA and, upon Customer’s request made within thirty (30) days after expiration or termination, will make available to Customer an export of the reports generated for Customer’s patients.
6. Survival. This Section 10 and Sections 3 (as to accrued fees), 4, 5, 8, 9, 12, 13, and 14 survive any termination or expiration of this Agreement.

11.CUSTOMER COLLABORATION

1. Workflow Evaluation. Customer agrees to reasonably cooperate with Company to evaluate the clinical and operational workflow of the Services.
2. Name and Logo License. Customer grants Company a non-exclusive license to use Customer’s name and logo on Company’s website and promotional materials solely to identify Customer as a partner.
3. Case Study and Reference Participation. Additionally, subject to Customer’s prior written approval over final content, Customer agrees to participate in: (a) a joint clinical/operational case study summarizing anonymized implementation metrics; and (b) serving as a periodic reference site for prospective clinical partners. Participation in marketing activities is non-contingent on specific

clinical findings or positive endorsements, and is not a condition of the Early Innovator rate or any other pricing or discount.

4. License Revocation. Customer may revoke the name and logo license on thirty (30) days' written notice.
5. Protected Health Information. No protected health information will be used in any case study or promotional material.

12. CLINICAL USE; REGULATORY STATUS; REIMBURSEMENT

1. Clinical Judgment. The Services, including system-generated reports, are intended to support, and not to replace, the independent professional judgment of Customer's licensed healthcare professionals. Reports are not a diagnosis. Customer's healthcare professionals remain solely responsible for determining whether the Services are appropriate for a given patient and for all diagnoses, treatment decisions, and other clinical decisions.
2. Intended Use; Labeling. Customer shall use each Service only for its intended use and in accordance with its labeling and the Documentation. Company makes no representation regarding the regulatory status of any Service other than as stated in its labeling and the Documentation.
3. Complaints and Field Actions. Customer shall promptly notify Company of any complaint, malfunction, or adverse event involving the Services of which it becomes aware, and shall reasonably cooperate with Company's complaint-handling, corrective action, and field-action activities, in each case consistent with Applicable Laws.
4. Reimbursement. Any information Company provides regarding coding, billing, or reimbursement is for general informational purposes only and is not legal, coding, or billing advice. Customer is solely responsible for determining medical necessity, selecting codes, documenting services, and the accuracy and compliance of every claim it submits to any payer. Company does not guarantee coverage or payment by any payer.

13. LOANED HARDWARE

1. Ownership and Use. Any smartphone, tripod, or other hardware that Company provides to Customer ("Loaned Hardware") remains the sole property of Company. During the Term, Customer may use the Loaned Hardware at the Site solely with the Services and solely by Authorized Users. Customer shall not sell, lease, pledge, or modify the Loaned Hardware, install unapproved software on it, or use it for personal purposes.
2. Care and Security. Customer shall keep the Loaned Hardware secure, shall maintain the passcode, encryption, and remote-management settings configured by Company, and shall notify Company within forty-eight (48) hours after discovering any loss, theft, or suspected unauthorized access. Company may remotely lock or wipe any Loaned Hardware that is lost, stolen, or not returned. Customer is responsible for loss of or damage to the Loaned Hardware, other than ordinary wear and tear, while it is in Customer's possession.
3. Return. Within fourteen (14) days after expiration or termination of this Agreement for any reason (including cancellation during the Evaluation Period), Customer shall return the Loaned Hardware to Company using the prepaid shipping materials Company provides. If the Loaned Hardware is not returned within thirty (30) days after expiration or termination, Customer shall pay Company the replacement fee stated on the Order Form (or, if none is stated, Company's then-current replacement cost).

14.MISCELLANEOUS

1. Entire Agreement. This Agreement, together with each Order Form and the BAA, 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.
2. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, other than in connection with a merger, acquisition, reorganization, or sale of all or substantially all of the assigning Party's business or assets to which this Agreement relates. Any attempted assignment in violation of the foregoing will be void.
3. Notices. All notices hereunder shall be in writing and shall be delivered to the notice email address (or, if none, the physical address) of the Party specified in the applicable Order Form (for Company, the Company contact identified on the Order Form), and shall be deemed to have been given upon receipt.
4. Governing Law. This Agreement will be governed by the laws of California, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods.
5. Jurisdiction and Venue. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.
6. Severability. If any part of this Agreement is held to be unenforceable or invalid, in whole or in part, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
7. Waiver. The waiver of a breach of any provision of this Agreement will not waive any other or subsequent breach of that or any other provision.
8. Amendments. This Agreement may only be amended or modified by a writing signed by both Parties.
9. Order of Precedence. In the event of any conflict, (a) the BAA controls as to protected health information, (b) the Order Form controls as to commercial terms, including pricing, the Evaluation Period, billing, and renewal, and (c) this Agreement controls as to all other matters.
10. Master SaaS Terms and Feature Updates. Company may update, modify, or enhance the Services and Documentation from time to time to reflect product enhancements, bug fixes, operational changes, or new regulatory standards. Company may update these Master SaaS Terms by posting the revised version at https://www.eyszlab.com/terms. Any revised terms shall take effect:
    1. immediately upon the execution of any new or supplemental Order Form; or
    2. for existing active subscriptions, upon the commencement of Customer's next Renewal Term; provided that Company shall provide Customer with written notice (via email to the Notice Email on the Order Form) of any material, adverse change to these Terms at least thirty (30) days prior to the expiration of the then-current Term. If Customer objects in writing to such material adverse change prior to the renewal date, this Agreement shall terminate at the end of the then-current Term under the pre-existing terms, and Customer shall have no renewal liability.
11. Electronic Signatures and Counterparts. This Agreement and any Order Form may be signed electronically and in counterparts.