

## Statement of Work – Standard Terms and Conditions

These Standard Terms and Conditions govern the mutually executed Statement of Work (“SOW”) attached hereto or referenced therein by the Parties referred to on the one hand as “SPONSOR”, and Flagship Biosciences, Inc., a Delaware Corporation, having its principal place of business at 11800 Ridge Parkway, Suite 450, Broomfield, CO 80021 (hereinafter “FLAGSHIP”) (either Party referred to individually as a “Party” or collectively as the “Parties”). In consideration of the Parties’ agreement to work together as outlined below and in the executed SOW (together the “Agreement”), the parties hereto agree as follows.

### 1.0 SCOPE OF THE AGREEMENT; SOWS; NATURE OF SERVICES

(a) SCOPE OF AGREEMENT. This Agreement allows the Parties to contract for Services through one or more SOWs (as defined in Section 1(b) below), with these Standard Terms and Conditions herein applying to the Services.

(b) SOWS. The specific details of each project under this Agreement (each “Project”) will be separately negotiated and specified in writing on terms and in a form acceptable to the Parties (each such writing, a “SOW”). Each SOW will include, at a minimum, the scope of work, timeline, and budget and payment schedule. In addition to the specific details set forth in the SOW, each SOW will be subject to all of these Standard Terms and Conditions of this Agreement. To the extent any terms or provisions of a SOW conflict with the Standard Terms and Provisions herein, these terms and provisions will control, except to the extent that the applicable SOW expressly and specifically states an intent to supersede these terms on a specific matter.

(c) NATURE OF SERVICES. The services covered by this Agreement may include but are not limited to histology services, tissue procurement, cytogenetic, molecular pathology, genomic profiling solutions, pathology review, image analysis programming and analysis, strategic planning, expert consultation, statistical programming and analysis, data processing, data management, project management, central laboratory services, preclinical services, and research and development services requested by SPONSOR and agreed to by FLAGSHIP as set forth in the relevant SOW (collectively, the “Services”). Services will result in the creation of written and electronic data, information, digital images, computer files, laboratory records and reports (“Results”). FLAGSHIP and SPONSOR, where appropriate, shall cooperate in the completion of a “Transfer of Obligations Form,” consistent with the United States Food and Drug Administration (“FDA”) regulations, 21 CFR 312.52, in conjunction with the relevant SOW. Any obligations or responsibilities not specifically transferred in the Transfer of Obligations Form will remain the Responsibility of SPONSOR for regulatory or any other purpose. All Services shall be performed according to the appropriate regulatory guidelines and regulations, any

protocol and its amendments (if any), specified in a SOW and organizational standard operating procedures (SOPs). Appropriate regulatory guidelines, include but are not limited to, the Code of Federal Regulations (CFR); the College of American Pathologists Guidelines (CAP), Good Clinical Laboratory practices (GCLP), Clinical Laboratory Improvement Amendments (CLIA), New York State (NYS) Clinical Laboratory Evaluation Program (CLEP) Standards (Confidentiality S1, S2, S3) and the International Conference for Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH E6) as applicable. A complete list of requirements can be found in the Quality Agreement, which is a collaborative effort managed by the SPONSOR and FLAGSHIP’S Quality Department (QD).

### 2.0 PAYMENT OF FEES AND EXPENSES

SPONSOR will pay FLAGSHIP for fees, expenses and pass-through costs in accordance with the budget and payment schedule contained in each SOW. SPONSOR agrees that the budget and payment schedule for each SOW will be structured in an effort to maintain cash neutrality for FLAGSHIP (with respect to the payment of professional fees, pass-through costs and otherwise). Unless otherwise agreed in a particular SOW, the following will apply: (a) FLAGSHIP will invoice SPONSOR monthly for the fees, expenses, and pass-through costs incurred in performing the Services; (b) SPONSOR shall remit payment for each invoice net thirty (30) days of the date of the invoice; (c) timelines will be reassessed if materials for the SOW have not arrived within 30 days of the date of FLAGSHIP’S acceptance of the SOW.

### 3.0 TERM

This Agreement will commence on the date it has been signed by both Parties and will continue until terminated by either Party as provided herein.

### 4.0 CHANGE ORDERS

Any (a) change in the details of a SOW, even if a fixed price SOW, or (b) change in the assumptions upon which the SOW is based (including, but not limited to, changes in an agreed starting date for a Project or suspension of the Project by SPONSOR) may require changes in the budget and/or time lines, and will require a written amendment to the SOW (a “Change Order”). Each Change Order will detail the requested

changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both Parties, and will include a specified period of time (as agreed upon by the Parties) within which FLAGSHIP will implement the changes. Both Parties agree to act in good faith and promptly when considering a Change Order requested by the other Party. FLAGSHIP reserves the right to postpone effecting material changes in the Project's scope until such time as the Parties agree to and execute the corresponding Change Order.

## 5.0 CONFIDENTIALITY

It is understood that during the course of this Agreement, FLAGSHIP and its employees may be exposed to data and information that are confidential and proprietary to SPONSOR. All such data and information (hereinafter "SPONSOR Confidential Information") written or verbal, tangible or intangible, made available, disclosed, or otherwise made known to FLAGSHIP and its employees as a result of Services under this Agreement will be considered confidential and will be considered the sole property of SPONSOR. All information regarding FLAGSHIP operations, methods, pricing, and all Preexisting FLAGSHIP Proprietary Information (as defined in Section 6.0 below), disclosed by FLAGSHIP to SPONSOR in connection with this Agreement is proprietary, confidential information belonging to FLAGSHIP (the "FLAGSHIP Confidential Information", and when together with the SPONSOR Confidential Information, collectively the "Confidential Information"). The Confidential Information of the disclosing Party will be used by the receiving Party and its employees only for purposes of performing the receiving Party's obligations hereunder. Each Party agrees that it will not reveal, publish, or otherwise disclose the Confidential Information of the other Party to any third Party without the prior written consent of the disclosing Party. Each Party agrees that it will not disclose the terms of this Agreement or any SOW to any third Party without the prior written consent of the other Party, which will not unreasonably be withheld. These obligations of confidentiality and nondisclosure will remain in effect for a period of five (5) years after the completion or termination of the applicable SOW.

The foregoing obligations will not apply to Confidential Information to the extent that it: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party; (b) becomes available to the receiving Party on a non-confidential basis from a source that is not prohibited from disclosing such information; (c) was developed independently of any disclosure by the disclosing Party or was known to the receiving Party prior to its receipt from the disclosing Party, as shown by contemporaneous written evidence; or, (d) is required by law

or regulation to be disclosed, provided, however, that the other Party is promptly notified in writing of such requirement prior to disclosure, if practicable, and given an opportunity to obtain a suitable protective order.

## 6.0 INTELLECTUAL PROPERTY

6.1 Ownership of Results. Except as otherwise provided in 6.4 and 6.5 below, SPONSOR shall have all right and title to all Results generated using SPONSOR's Confidential Information and/or materials in the performance of the Services by Flagship. Results shall constitute a work for hire for SPONSOR and, therefore, SPONSOR shall own all copyrights arising from the Services under this Agreement. In the event any Results ultimately are not deemed to constitute a work for hire for SPONSOR, then Flagship hereby assigns all right, title and interest that it has or may acquire in the Results to SPONSOR. Flagship agrees to execute without further consideration all assignments or other documents that may be necessary or helpful to establish SPONSOR's ownership of the Results.

6.2 FLAGSHIP's Pre-existing Rights. SPONSOR acknowledges that FLAGSHIP possesses certain technical and conceptual expertise, including but not limited to computer software programs for image analysis of biological systems, molecular diagnostic assay development expertise, diagnostic test kits including proprietary antibodies, statistical methodologies and other formulae and analytical techniques ("Preexisting FLAGSHIP Proprietary Information") that have been independently developed or obtained by FLAGSHIP prior to the date of this Agreement without the benefit of any information or materials provided by SPONSOR, and such Preexisting FLAGSHIP Proprietary Information may be, notwithstanding anything to the contrary herein, used freely by Flagship under, during the term of, or after this Agreement in support of similar Services for third parties. Such Preexisting FLAGSHIP Proprietary Information is and shall remain FLAGSHIP's exclusive property. In addition, any improvements to Preexisting FLAGSHIP Proprietary Information created by Flagship, its employees or agents, shall be the sole property of Flagship, whether created during the term of this Agreement or not.

6.3 Pharmaceutical Inventions. If during the course of the Services or within one (1) year after termination of this Agreement, FLAGSHIP conceives and reduces to practice, either solely or jointly, a new Pharmaceutical invention (including without limitation, compositions of matter or novel uses thereof, processes incorporating said compositions, formulations, therapeutic combinations or methods (collectively "Pharmaceutical Inventions") directly arising from the Services performed under this Agreement, FLAGSHIP shall promptly notify

SPONSOR. The Pharmaceutical Invention shall be the sole property of and shall be assigned to SPONSOR. If SPONSOR requests, and at SPONSOR's sole expense, FLAGSHIP will provide SPONSOR with reasonable assistance to obtain any patents regarding the Pharmaceutical Invention. SPONSOR will be solely responsible for all fees and expenses relating to the patenting of the Pharmaceutical Invention, and will have sole control over the prosecution of any patent applications claiming Pharmaceutical Inventions.

**6.4 Technology Inventions.** If during the course of the Services or within one (1) year after termination of this Agreement, FLAGSHIP conceives and reduces to practice, either solely or jointly, a new Technology Invention (including without limitation algorithms or software-embedded AI-assisted imaging and/or quantification methods (collectively "Technology Inventions") directly arising from the Services performed under this Agreement, FLAGSHIP shall promptly notify SPONSOR. The Technology Invention shall be the sole property of and shall be assigned to FLAGSHIP. If FLAGSHIP requests, and at FLAGSHIP's sole expense, SPONSOR will provide FLAGSHIP with reasonable assistance to obtain any patents regarding the Technology Invention. FLAGSHIP will be solely responsible for all fees and expenses relating to the patenting of the Technology Invention, and will have sole control over the prosecution of any patent applications claiming Technology Inventions.

**6.5 Digital Images License.** SPONSOR hereby grants to FLAGSHIP a non-exclusive, worldwide, fully paid-up, royalty-free license to any de-identified and anonymized digital images created during the performance of the Services, for internal use only in support of quality analysis and/or control purposes.

**6.6 Limited License to Flagship Proprietary Information.** FLAGSHIP hereby grants to SPONSOR a limited, paid-up, non-exclusive license to use FLAGSHIP Preexisting Proprietary Rights and Technology Inventions for the express purpose of using the Results for further development of any Pharmaceutical candidate. However, this license expressly excludes FLAGSHIP's proprietary software and/or process assets as applied to tissue scanning, image acquisition, image rendering, image storage, database build, and system structure.

## **7.0 RECORDS AND MATERIALS**

All materials (e.g., antibodies, molecular probes, tissue samples or slides) and digital or paper records related to this Agreement and any SOWs will be maintained at FLAGSHIP's location for at least two (2) years. FLAGSHIP will utilize a qualified a vendor for long-term materials storage. For materials received by FLAGSHIP'S Research Triangle Park lab, specimens of the Materials (including biological materials)

will be stored by FLAGSHIP in accordance with its SOPs, with appropriate temperature monitoring and recording for a minimum of sixty (60) days after receipt of such specimens, unless otherwise noted in a SOW or protocol. After such sixty (60)-day period, a notice will be sent to SPONSOR indicating that such specimens will be returned to SPONSOR, stored for an additional period of time at SPONSOR's expense, or destroyed at SPONSOR's direction. If FLAGSHIP does not receive a response from SPONSOR within thirty (30) days of such notice indicating SPONSOR's desired disposition of the Samples, FLAGSHIP may dispose of such Samples in a manner consistent with applicable laws and regulations governing sample disposal. Payment for storage and retention beyond the period specified above shall be negotiated in good faith.

At the completion of the Services by FLAGSHIP, all materials, information, and all other data owned by SPONSOR, regardless of the method of storage or retrieval, may be delivered to SPONSOR in such form as is then currently in the possession of FLAGSHIP, subject to the payment obligations set forth in Section 2 herein. Alternatively, at SPONSOR's written request, such materials and data will be retained by FLAGSHIP for SPONSOR for an agreed-upon time period, or disposed of pursuant to the written directions of SPONSOR. SPONSOR shall pay the costs associated with any of the above options and shall pay a to-be-determined fee for storage by FLAGSHIP of records and materials after completion or termination of the Services.

FLAGSHIP, however, reserves the right to retain, at its own cost and subject to the confidentiality provisions herein, one copy of all materials for its corporate files and any copies in any computer files stored securely that are created during any automatic computer systems back up. Nothing in this Agreement will be construed to transfer from SPONSOR to FLAGSHIP any FDA or regulatory record-keeping requirements unless such transfer is specifically provided for in the applicable Transfer of Obligations Form.

## **8.0 INDEPENDENT CONTRACTOR RELATIONSHIP**

For the purposes of this Agreement, the Parties hereto are independent contractors and nothing contained in this Agreement will be construed to place them in the relationship of partners, principal and agent, employer/employee, or joint venturers, and neither Party will have the power or right to bind or obligate the other Party or will hold itself out as having such authority. If, however, SPONSOR desires to conduct clinical trials in one or more countries that require a local SPONSOR or representative, and SPONSOR does not have an office in those countries, then SPONSOR may request that FLAGSHIP or its affiliates serve as its agent for that purpose, and the Parties will include in the SOW an attachment regarding local representative duties.

## 9.0 REGULATORY COMPLIANCE; INSPECTIONS

FLAGSHIP agrees that the Services will be conducted in compliance with standard practices customary in the contract research organization industry and in compliance with any specific rules or regulations as provided in any applicable SOW. FLAGSHIP's standard operating procedures will be used in performance of the Services, unless otherwise specifically stated in the SOW. FLAGSHIP certifies that it has not been debarred by FDA pursuant to Section (a) or (b) of 21 U.S.C. Section 335a, and that it will not knowingly employ any person or entity that has been so debarred to perform any Services under this Agreement. SPONSOR represents and certifies that it will not require FLAGSHIP to perform any assignments or tasks in a manner that would or potentially would violate any applicable law or regulation or scientific standard. SPONSOR further represents that it will cooperate with FLAGSHIP in taking any actions that FLAGSHIP reasonably believes are necessary to comply with the regulatory obligations that have been transferred to FLAGSHIP.

Each Party acknowledges that the other Party may respond independently to any regulatory correspondence or inquiry in which such Party or its affiliates is named. SPONSOR may review and approve FLAGSHIP's response with respect to SPONSOR's study or Project, but such approval will not be unreasonably withheld. Each Party, however, shall: (a) notify the other Party promptly of any FDA or other governmental or regulatory inspection or inquiry concerning any study or Project of SPONSOR in which FLAGSHIP is providing Services and such inspection or inquiry relates to or affects such Services, including but not limited to, inspections of investigational sites or laboratories; (b) forward to the other Party copies of any correspondence from any regulatory or governmental agency relating to such a study or Project, including, but not limited to, FDA Form 483 notices, and FDA refusal to file, rejection or warning letters, even if they do not specifically mention the other Party; and, (c) obtain the written consent of the other Party, which will not unreasonably be withheld, before referring to the other Party or any of its affiliates in any regulatory correspondence. Where reasonably practicable, each Party will be given the opportunity to have a representative present during an FDA or regulatory inspection. Each Party, however, acknowledges that it may not direct the manner in which the other Party fulfills its obligations to permit inspection by governmental entities.

Each Party agrees that, during an inspection by FDA or other regulatory authority concerning any study or Project of SPONSOR in which FLAGSHIP is providing Services, it will not disclose information and materials that are not required to be disclosed to such agency, without the prior written consent of

the other Party, which consent will not unreasonably be withheld. Such information and materials includes, but are not limited to, the following: (a) financial data and pricing data (including, but not limited to, the budget and payment sections of the SOW); (b) sales data (other than shipment data); and (c) personnel data (other than data as to qualification of technical and professional persons performing functions subject to regulatory requirements.)

During the term of this Agreement, FLAGSHIP will permit SPONSOR's representatives, unless such representatives are competitors of FLAGSHIP, to examine or audit the work performed hereunder and the facilities at which the work is conducted upon at least five (5) business days' advance notice during regular business hours to determine that the Project assignment is being conducted in accordance with the agreed task and that the facilities are adequate. All information disclosed, revealed to, or ascertained by SPONSOR in connection with any such audit or examination or in connection with any correspondence between FLAGSHIP and any regulatory authorities (including any FDA Form 483 notices) will be deemed to constitute FLAGSHIP Confidential Information for purposes of this Agreement. SPONSOR shall reimburse FLAGSHIP for its time and expenses, including reasonable attorney fees and the costs of responding to findings, associated with any inspection, audit, or investigation relating to the Services ("Inspection") instigated by SPONSOR or by a governmental authority, unless such Inspection finds that FLAGSHIP breached this Agreement or any applicable law or regulation.

## 10.0 CONFLICT OF AGREEMENTS

FLAGSHIP represents to SPONSOR that it is not a Party to any agreement which would prevent it from fulfilling its obligations under this Agreement and that during the terms of this Agreement, FLAGSHIP agrees that it will not enter into any agreement to provide services that would in any way prevent it from providing the Services contemplated under this Agreement. SPONSOR agrees that it will not enter into an agreement with a third party that would alter or affect the regulatory obligations delegated to FLAGSHIP in any study or project without the written consent of FLAGSHIP, which will not be unreasonably withheld.

## 11.0 RESTRICTIONS ON ANNOUNCEMENTS

FLAGSHIP shall not make any oral presentations or publications relating to any Project without SPONSOR's prior written consent, except as required by law or by court or administrative order, or as provided below with regard to SPONSOR's publication rights. Neither Party will employ or use the name, trademark, or other identifying demarcation of the other Party in any announcement, publication, promotional material, or any other form of public

distribution, without the prior written consent of the other Party, except as required by law or by court or administrative order. SPONSOR will have the exclusive, unrestricted right to publish the results of a particular study.

### 12.0 LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR LOSS, DAMAGE, OR LIABILITY IN RESPECT OF LOST PROFITS, BUSINESS OR REVENUE LOSS, OR SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS (EVEN IF FORESEEABLE OR IN THE CONTEMPLATION OF EITHER PARTY).

SPONSOR shall be responsible for liabilities arising from errors or omissions made by it in the transmission of information to FLAGSHIP, and FLAGSHIP will be entitled to assume the accuracy and lawfulness of all information transmitted to it by SPONSOR and to rely on such information, for all purposes under this MSA.

FLAGSHIP will not be responsible for a failure to meet its obligations under this MSA to the extent caused by the following: (a) materially inaccurate data submitted by SPONSOR; (b) any failure by SPONSOR to meet its obligations stated in this MSA; or, (c) any failure of equipment, facilities or services not controlled or supplied by FLAGSHIP. It is understood that FLAGSHIP will not be liable to SPONSOR nor be deemed to have breached this MSA for delays arising from SPONSOR's failure to timely provide such required data, documents, materials or information, in order for FLAGSHIP to perform the Services in accordance with agreed upon timelines or deadlines. SPONSOR acknowledges that if such delays occur, then performance of the Services by FLAGSHIP will be extended by the length of time of such delays, provided that the Parties will consider opportunities to limit the impact of such delay by adjusting other elements of the schedules or timelines of any affected Study.

IN NO EVENT WILL FLAGSHIP HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS AS A DIRECT RESULT OF DATA, DOCUMENTS, INFORMATION, MATERIALS, OR THE LIKE RECEIVED FROM SPONSOR FOR USE BY FLAGSHIP IN THE PERFORMANCE OF THE SERVICES.

Except as specifically provided in this MSA, all other warranties and conditions, expressed or implied by law or otherwise with respect to the work and the Services are hereby excluded, and each Party hereby accepts the rights conferred by this MSA in lieu of any other such warranty, condition or liability imposed by common law, statute or otherwise, except in so far as such exclusion or limitation of

the other Party's liability is prohibited, void, or unenforceable by law.

### 13.0 INDEMNITY

SPONSOR shall indemnify and hold FLAGSHIP and its affiliates and its and their directors, officers, employees, and agents harmless and hereby forever releases and discharges FLAGSHIP, its affiliates, its directors, officers, employees, and agents from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and costs) ("Losses") that FLAGSHIP, its affiliates, its directors, officers, employees, and agents may suffer or incur as a result of any claims, demands, actions or other proceedings made or instituted by a third Party against any of them arising out of or relating to the Services performed under this Agreement or any SOW for these Losses that arise out of (a) any injury to or death of any person participating in any project or study, (b) the negligence or intentional misconduct of SPONSOR or its affiliates, or its or their directors, officers, employees, or agents, (c) any breach of this Agreement or any SOW by SPONSOR or its affiliates, or its or their directors, officers, employees, or agents; (d) any theory of product liability (including, without limitation, actions in the form of tort, warranty, or strict liability); or (e) any patent infringement action relating to SPONSOR's compounds or products; except to the extent that such Losses result from (i) any material breach by FLAGSHIP of its obligations under this Agreement, or (ii) the negligence, recklessness or intentional acts or omissions in connection with the work performed by or on behalf of FLAGSHIP hereunder.

FLAGSHIP shall indemnify and hold SPONSOR, its affiliates, its directors, officers, employees, and agents harmless and hereby forever releases and discharges SPONSOR, its affiliates, its directors, officers, employees, and agents from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees and costs) that SPONSOR, its affiliates, its directors, officers, employees, and agents may suffer or incur as a result of any claims, demands, actions, or other proceedings made or instituted by a third party against any of them arising out of or relating to the Services performed under this Agreement or any SOW to the extent that such claims, demands, actions, or other proceedings result from (a) any material breach by FLAGSHIP of its obligations under this Agreement, or (b) the negligence, recklessness, or intentional acts or omissions in connection with the work performed by or on behalf of FLAGSHIP hereunder; except to the extent that such Losses result from (i) any material breach by SPONSOR of its obligations under this Agreement, or (ii) the negligence, recklessness or intentional acts or omissions in connection with the work performed by or on behalf of SPONSOR hereunder.

#### 14.0 PROCEDURE

The Party that intends to claim indemnification under this Article (the "Indemnitee") shall promptly notify the indemnifying Party (the "Indemnitor") for any loss, claim, damage, liability, or action with respect to which the Indemnitee intends to claim such indemnification, and the Indemnitor shall assume the defense thereof with counsel mutually satisfactory to the Indemnitee whether or not such loss, claim, damage, liability, or action is rightfully brought; provided, however, that an Indemnitee will have the right to retain its own counsel, at its own expense, unless Indemnitor does not assume the defense, in which case the fees and expenses shall be paid by the Indemnitor. The failure to deliver notice to the Indemnitor within a reasonable time after the commencement of any such action, only if prejudicial to its ability to defend such action, will relieve such Indemnitor of any liability to the Indemnitee under this Agreement, but the omission to deliver notice to the Indemnitor will not relieve it of any liability that it may have to any Indemnitee otherwise than under this Agreement. The Indemnitor shall not settle the action or otherwise consent to an adverse judgment in such action that diminishes the rights or interest of the Indemnitee without the express written consent of the Indemnitee, which shall not be unreasonably conditioned, delayed or withheld. The Indemnitee, its employees, and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigations of any action, claim, or liability covered by this indemnification. The Indemnitee shall keep the Indemnitor informed of any investigation, and the Indemnitor shall have the right to review and comment on the conduct of the investigation.

#### 15.0 TERMINATION

SPONSOR may terminate this Agreement or any SOW for any reason with thirty (30) days' written notice. This Agreement may be terminated in whole by FLAGSHIP at any time upon sixty (60) days prior written notice provided that FLAGSHIP may not terminate this Agreement prior to completion of all active SOWs. Either Party may terminate this Agreement or any SOW for material breach upon thirty (30) days' written notice specifying the nature of the breach, if such breach has not been substantially cured within the thirty (30) day period. During the 30-day cure period for termination due to breach, each Party will continue to perform its obligations under the Agreement. If the termination notice is not due to a breach, or if the cure period has expired without a substantial cure of the breach, then the Parties shall promptly meet to prepare a close-out schedule, and FLAGSHIP shall cease performing all work not necessary for the orderly close-out of the Services or required by laws or regulations.

Either Party may terminate this Agreement or any SOWs immediately upon provision of written notice if the other Party becomes insolvent, receives a letter from its accountant that it has insufficient assets to continue in business beyond a specific date, or files for bankruptcy. Any written termination notice will identify the specific SOW or SOWs that are being terminated. If this Agreement or any SOW is terminated, SPONSOR shall pay FLAGSHIP for all Services performed in accordance with this Agreement and any applicable SOW and reimburse FLAGSHIP for all costs and expenses incurred in performing those Services, including all non-cancelable costs incurred prior to termination but paid after the termination date. SPONSOR shall pay for all the work actually performed in accordance with this Agreement and the applicable SOW, even if the Parties' original payment schedule spreads out payments for certain services (e.g., unit or milestone-based payments) or defers payments for certain services until the end of the Study. SPONSOR shall pay for all actual costs, including time spent by FLAGSHIP personnel (which will be billed at FLAGSHIP's standard daily rates in effect as of the date of the termination notice), incurred to complete activities associated with the termination and close-out of affected Projects, including the fulfillment of any regulatory requirements.

#### 16.0 RELATIONSHIP WITH AFFILIATES

SPONSOR agrees that FLAGSHIP may use the Services of its corporate affiliates, subject to prior written consent of SPONSOR, to fulfill FLAGSHIP's obligations under this Agreement and any SOW. Any affiliate so used will be subject to all of the terms and conditions applicable to FLAGSHIP under this Agreement or any SOW and entitled to all rights and protections afforded FLAGSHIP under this Agreement or any SOW. FLAGSHIP agrees that SPONSOR's affiliates may use the services of FLAGSHIP (and its affiliates) under this Agreement. In such event, such SPONSOR's affiliates will be bound by all the terms and conditions of this Agreement and any SOW and entitled to all rights and protections afforded SPONSOR under this Agreement and any SOW. The term "affiliate" means all entities controlling, controlled by, or under common control with SPONSOR or FLAGSHIP, as the case may be. The term "control" means the ability to vote fifty percent (50%) or more of the voting securities of any entity or otherwise having the ability to influence or direct the policies or direction of an entity.

#### 17.0 COOPERATION; SPONSOR DELAYS; DISCLOSURE OF HAZARDS

SPONSOR shall forward to FLAGSHIP in a timely manner all documents, materials, and information in SPONSOR's possession or control necessary for FLAGSHIP to conduct the Services. FLAGSHIP will not be liable to SPONSOR nor be deemed to have breached this Agreement or any SOW for

errors, delays, or other consequences arising from SPONSOR's failure to provide in a timely manner documents, materials, or information, or to otherwise cooperate with FLAGSHIP in order for FLAGSHIP to timely and properly perform its obligations. SPONSOR will pay all non-cancelable costs and expenses incurred by FLAGSHIP due to the delay caused by SPONSOR and will adjust timelines to reflect additional time, if any, required due to the delay. SPONSOR shall provide FLAGSHIP with all information available to it regarding known or potential hazards associated with the use of any substances supplied to FLAGSHIP by SPONSOR, and SPONSOR shall comply with all current legislation and regulations concerning the shipment of substances by the land, sea, or air.

### 18.0 FORCE MAJEURE

In the event either Party will be delayed, hindered in, or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, inability to procure materials or services, failure of power, restrictive government, judicial orders or decrees, riots, insurrection, war, acts of God, epidemics, inclement weather, or other reason or cause beyond that Party's control, then performance of such act (except for the payment of money owed) will be excused for the period of such delay.

### 19.0 NOTICES AND DELIVERIES

Any notice required or permitted to be given hereunder by either Party hereunder shall be in writing and will be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

**To FLAGSHIP:** 11800 Ridge Parkway, Suite 450, Broomfield, CO 80021

Email: [legal@flagshipbio.com](mailto:legal@flagshipbio.com)

Attention: Chief Executive Officer

To Sponsor:

\_\_\_\_\_

Email: \_\_\_\_\_

### 22.0 NON-SOLICITATION

FLAGSHIP's employees, contractors, and other associates have access to Flagship trade secrets in the use of quantitative pathology and tissue biopsy analysis. In order to protect these trade secrets, and where not otherwise prohibited by law, during the term of this Agreement and for a period of one (1) year thereafter, SPONSOR shall not, directly or indirectly, on behalf of itself or any other person,

solicit for employment or engagement any person who is then, or who was at any time during the term, employed, or engaged as an employee, contractor, sales representative or otherwise engaged in any professional, managerial, or other position with FLAGSHIP.

### 23.0 CHOICE OF LAW, WAIVER AND ENFORCEABILITY

This Agreement will be construed, governed, interpreted, and applied in accordance with the laws of the State of Delaware, exclusive of its conflicts of law provisions. The failure to enforce any right or provision herein will not constitute a waiver of that right or provision. Any waiver of a breach of a provision will not constitute a waiver of any subsequent breach of that provision. If any provisions herein are found to be unenforceable on the grounds that they are overly broad or in conflict with applicable laws, it is the intent of the Parties that such provisions be replaced, reformed, or narrowed so that their original business purpose can be accomplished to the extent permitted by law, and that the remaining provisions will not in any way be affected or impaired thereby.

### 24.0 SURVIVAL

The rights and obligations of SPONSOR and FLAGSHIP, that by intent or meaning have validity beyond such termination (including, but not limited to, rights with respect to inventions, confidentiality, discoveries and improvements, indemnification and liability limitations) will survive the termination of this Agreement or any SOW.

### 25.0 SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will in no way be affected or impaired thereby.

### 26.0 ENTIRE AGREEMENT, HEADINGS, AND MODIFICATION

This Agreement, together with the applicable SOWs, contains the entire understandings of the Parties with respect to the subject matter herein, and supersedes all previous agreements (oral and written), negotiations, and discussions. The descriptive headings of the sections of this Agreement are inserted for convenience only and will not control or affect the meaning or construction of any provision herein. Any modifications to the provisions herein must be in writing and signed by both Parties.

### 27.0 COUNTERPARTS

The Parties may execute this Agreement or any Change Order or amendment in two (2) or more counterparts that will, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any Party who has signed such counterpart. Copies of original signatures

sent by facsimile or electronic transmission will be deemed to be originals for all purposes under this Agreement.

### **28.0 USE OF SOFTWARE**

FLAGSHIP validates the use of all 3<sup>rd</sup> party software and in-house developed software prior to use. FLAGSHIP provides testing of any software for each specific application through the validation of each analysis result by a pathologist.

### **29.0 SOFTWARE DEVELOPMENT**

FLAGSHIP provides the option to have software developed for Research-Use Only or for Medical Device Software. For software developed for purpose, FLAGSHIP has established an integrated Quality Management System (QMS) for Research-Use Only software in compliance with ISO 9001, and for Medical Device Software in compliance with ISO 13485, ISO 14971, IEC 62304 and 21 CFR 820.

### **30.0 INFORMATION TECHNOLOGY AND DATA SECURITY**

FLAGSHIP has implemented data security systems to manage and maintain data security and secrecy. Access to FLAGSHIP's

network is restricted to VPN or local access only. Data stored on FLAGSHIP's local servers is accessed by restricted data group, with individual approval granted by managers through a ticket system. FLAGSHIP's local image servers are backed up locally every day and stored for thirty (30) days. Images are backed up offsite daily. FLAGSHIP's local SQL database is differentially backed up locally every two (2) hours, with full backups weekly stored on encrypted drives. Offsite SQL database backup storage is processed monthly.

### **31.0 PERSONAL IDENTIFIABLE INFORMATION POLICY**

FLAGSHIP is a services provider that does not need access to any Personally Identifiable Information ("PII") relating to samples or materials provided to it by SPONSOR for Services provided hereunder. Therefore, SPONSOR agrees that it shall not provide or make available to FLAGSHIP or its affiliates any information that could be deemed PII under any laws, rules or regulations of any state, nation or legal entity having the authority to promulgate legislation affecting the transmission and use of PII.