

AXISONE TERMS OF SERVICE

Last Updated: July 13th 2026

These Terms of Service (the “**Terms**”) constitute a legally binding agreement between iProcess Global Research Inc. (“**AxisOne**,” “**we**,” “**our**,” or “**us**”) and the individual or entity accessing or using the Services (“**Customer**,” “**you**,” or “**your**”). A Customer may access or use the Services in one or more capacities, including as a researcher or purchaser of Research Services, as a Laboratory, as an Expert, as a collaborator, or as another authorized participant in the Services. Unless the context requires otherwise, these Terms apply to all Customers regardless of the role in which they use the Services.

These Terms govern your access to and use of the AxisOne platform, software, websites, applications, APIs, artificial intelligence features, marketplace, and related products and services that we make available from time to time (collectively, the “**Services**”).

By creating an account, clicking to accept these Terms, executing an Order Form that incorporates these Terms, or otherwise accessing or using any portion of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are accessing or using the Services on behalf of a company, university, research institution, governmental entity, or other organization, you represent and warrant that you have authority to bind that organization to these Terms, in which case “Customer,” “you,” and “your” refer to that organization.

If you do not agree to these Terms, you may not access or use the Services.

1. The Services. AxisOne provides an AI-enabled software platform designed to assist researchers and organizations throughout the research lifecycle. Depending on the subscription plan and Services selected, the Services may include:

- AI-assisted research protocol creation, refinement, and optimization;
- virtual protocol simulation and research planning tools;
- AI-generated draft statements of work for research projects;
- access to independent expert review workflows;
- an online marketplace that facilitates connections between Research Customers and Laboratory Customers;
- workflow, collaboration, milestone management, and payment facilitation tools;
- publication intelligence, manuscript preparation assistance, journal matching, conference submission support, and regulatory submission support; and
- other software, artificial intelligence, analytics, and research workflow tools that AxisOne may make available from time to time.

The specific Services available to Customer depend upon Customer’s Subscription Plan, purchased add-on services, and any applicable Order Form.

2. Nature of the Platform; Roles within the Services. AxisOne is a technology company that provides software and AI-enabled workflow tools. AxisOne is not a laboratory, contract research organization, testing facility, clinical research organization, healthcare provider, scientific consultant, publisher, regulatory authority, or research institution. AxisOne does not perform laboratory testing, conduct experiments, validate scientific results, provide medical or scientific advice, or guarantee the quality, safety, legality, accuracy, or success of any research project, laboratory service, publication, or regulatory submission. The Services are intended to assist Customers acting in various capacities, including as researchers, purchasers of Research Services, Laboratories, Experts, and collaborators, in managing research workflows and facilitating interactions with one another. Customers remain solely responsible for all research decisions, scientific judgments, experimental designs,

regulatory compliance, and verification of all AI-generated or other outputs before relying upon or implementing them. Research Customers and Laboratory Customers independently determine whether to work together and independently negotiate and approve the commercial and technical terms governing any laboratory engagement. Except as expressly stated in these Terms, AxisOne is not a party to those arrangements. A Customer may use the Services in one or more capacities. Depending on the functionality used, a Customer may: (a) create or manage Projects and engage Laboratories to perform Research Services; (b) offer, negotiate, and perform Research Services as a Laboratory; (c) collaborate with other Customers on Projects; (d) participate as an Expert; or (e) access other functionality made available through the Services. Certain rights, obligations, pricing, payment terms, and Marketplace functionality apply only to Customers acting in a particular role. Nothing in these Terms requires a Customer to participate in any particular role, and a Customer may participate in multiple roles simultaneously.

3. Definitions. For purposes of these Terms:

“Affiliate” means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means ownership of more than fifty percent (50%) of the voting interests or the power to direct the management of such entity.

“Aggregated Data” means data derived from Customer Data or Usage Data that has been aggregated, anonymized, and de-identified such that it cannot reasonably be used to identify Customer, any User, or any individual.

“AI Output” means any text, content, Protocols, Statements of Work, recommendations, analyses, summaries, simulations, visualizations, reports, manuscripts, publication materials, regulatory support materials, laboratory matches, insights, predictions, or other information or materials generated, suggested, or otherwise produced by the AI Services in response to User prompts, Customer Data, or other inputs, whether generated in whole or in part through artificial intelligence, machine learning, or other automated technologies.

“AI Services” means the artificial intelligence-powered features and functionality made available by AxisOne as part of the Services, including protocol generation, protocol refinement, virtual simulation, Statement of Work generation, publication assistance, research recommendations, laboratory matching, and other AI-enabled capabilities that AxisOne may make available from time to time.

“Customer Data” means all information, data, materials, Protocols, research information, documents, files, prompts, instructions, submissions, communications, and other content submitted, uploaded, transmitted, or otherwise made available by or on behalf of Customer through the Services. Customer Data does not include Aggregated Data or Usage Data.

“Expert” means an independent third-party reviewer or subject matter expert participating in the Services pursuant to a separate agreement with AxisOne.

“Expert Review Services” means the independent scientific, technical, or subject matter review services performed by one or more Experts in connection with a Protocol, Project, Statement of Work, manuscript, publication, or other research activity. Expert Review Services are performed solely by the applicable Expert and not by AxisOne, regardless of whether such services are requested, coordinated, managed, paid for, or otherwise facilitated through the Services.

“Laboratory” means an independent laboratory, contract research organization, testing facility, research institution, university laboratory, or other third-party provider of Research Services that makes its Research Services available through the Marketplace.

“Laboratory Customer” means a Customer acting in the capacity of offering, negotiating, or performing Research Services through the Marketplace.

“Marketplace” means the portion of the Services through which Research Customers and Laboratory Customers may identify one another, communicate, prepare and negotiate Statements of Work, establish milestones, facilitate payments, manage Projects, and otherwise administer Research Services.

“Order Form” means an ordering document, online purchase flow, subscription confirmation, quotation, statement of services, or other ordering instrument accepted by the parties that references these Terms.

“Project” means a discrete research initiative, study, experiment, or other research activity managed through the Services. A Project may include one or more Protocols, AI Outputs, Expert Review Services, Statements of Work, Research Services, publications, manuscripts, submissions, and related Customer Data.

“Protocol” means a research plan, experimental design, scientific methodology, workflow, or related research documentation created, uploaded, generated, modified, or managed through the Services.

“Publication Services” means the AI-enabled tools and functionality made available through the Services to assist Users with manuscript preparation, editing, formatting, journal selection, conference submissions, regulatory submissions, citation analysis, publication recommendations, and related publication workflow activities. Publication Services do not include editorial services performed by any publisher, peer review, journal acceptance, conference acceptance, or approval by any governmental or regulatory authority.

“Research Customer” means a Customer acting in the capacity of identifying, engaging, purchasing, managing, or otherwise obtaining Research Services through the Marketplace.

“Research Services” means the laboratory, scientific, analytical, testing, experimental, validation, consulting, or other research-related services performed or provided by a Laboratory pursuant to a Statement of Work or other agreement between the Customer and the applicable Laboratory. Research Services are provided solely by the applicable Laboratory and not by AxisOne, regardless of whether such Research Services are identified, facilitated, managed, paid for, or otherwise administered through the Services.

“Security Incident” means unauthorized access to, acquisition of, disclosure of, alteration of, or destruction of Customer Data resulting from a failure of AxisOne’s security measures. A Security Incident does not include unsuccessful attempts or activities that do not compromise Customer Data, including port scans, denial-of-service attacks, malware blocked by security controls, unsuccessful login attempts, or similar events.

“Services” means the AxisOne software platform, Marketplace, AI Services, publication intelligence tools, websites, APIs, applications, software, and all related products and services made available by AxisOne.

“Statement of Work” or **“SOW”** means the written description of the Research Services to be performed by a Laboratory for a Customer, including the applicable scope of work, milestones, deliverables, timeline, assumptions, pricing, payment schedule, acceptance criteria, and other commercial or technical terms governing the engagement, whether initially generated by the AI Services, manually prepared, or subsequently modified and approved by the Customer and the Laboratory.

“Subscription Plan” means the applicable commercial plan under which Customer accesses the Services, including any Free, Discover, Execute, Custom, or successor plans offered by AxisOne.

“User” means any individual authorized by Customer to access or use the Services under Customer’s account.

“User Content” means Customer Data and any other content submitted, uploaded, posted, transmitted, generated, or otherwise made available through the Services by or on behalf of a User.

“Usage Data” means technical, operational, diagnostic, performance, telemetry, statistical, and usage information relating to the operation and use of the Services that does not identify Customer or any individual as the source of such information.

“Workspace” means Customer’s designated account environment within the Services through which Customer and its authorized Users access and manage Projects, Protocols, AI Outputs, Customer Data, Statements of Work, subscriptions, billing, permissions, and other functionality made available by AxisOne.

4. Accounts, Eligibility, and Subscription Plans.

4.1 Eligibility. The Services are intended solely for use by businesses, universities, research institutions, governmental entities, and other organizations engaged in research or related activities. The Services are not intended for consumer or personal use. By accessing or using the Services, Customer represents and warrants that it has the legal authority to enter into these Terms and, if acting on behalf of an organization, that it has authority to bind that organization to these Terms.

4.2 Accounts. Customer must establish a Workspace in order to access the Services. Customer is responsible for maintaining accurate account information and ensuring that all information provided to AxisOne remains current. Customer is responsible for all activities occurring under its Workspace, including the activities of its Users. Customer shall ensure that all Users comply with these Terms and remains responsible for any breach of these Terms by its Users. Customer shall promptly notify AxisOne of any unauthorized access to or use of its Workspace or any suspected security incident affecting its account.

4.3 Authorized Users. Subject to Customer’s applicable Subscription Plan, Customer may authorize individual Users to access and use the Services solely for Customer’s internal business or research purposes. Customer is responsible for assigning and managing User permissions within its Workspace and shall promptly deactivate access for any User who is no longer authorized to use the Services. User accounts are personal to the assigned User and may not be shared by multiple individuals unless expressly permitted by the applicable Subscription Plan.

4.4 Subscription Plans. Access to certain Services and functionality is based upon Customer’s applicable Subscription Plan. Subscription Plans may include usage limitations, seat limitations, feature restrictions, Marketplace fee percentages, protocol generation limits, storage limits, and other restrictions described in the applicable Order Form, pricing schedule, or on the Platform. AxisOne may offer Free, Discover, Execute, Custom, or other Subscription Plans from time to time. The features, pricing, and limitations applicable to each Subscription Plan are described in the applicable Order Form or pricing schedule.

4.5 Changes to Subscription Plans. Customer may upgrade, downgrade, or otherwise change its Subscription Plan through the Platform or by contacting AxisOne, subject to the terms of the applicable Subscription Plan and any applicable Order Form. Unless otherwise stated in an Order Form, changes to a Subscription Plan may become effective immediately or at the beginning of the next billing cycle, as determined by the applicable Subscription Plan and billing configuration. Any resulting adjustments to subscription fees, Marketplace fees, usage limits, or available functionality will apply as of the effective date of the change.

4.6 Beta Features. AxisOne may make certain features, AI models, integrations, simulations, workflows, or other functionality available on an alpha, beta, preview, early access, pilot, or evaluation basis (**“Beta Features”**). Beta Features are provided solely for evaluation purposes, may be modified or discontinued at any time, may not operate as intended, and are provided **“AS IS”** without any warranty of any kind. Unless expressly stated otherwise in an Order Form, Beta Features are excluded from any service commitments or support obligations.

4.7 Fair Use. Customer shall use the Services in accordance with the applicable Subscription Plan and any reasonable usage limits established by AxisOne. Customer shall not circumvent or attempt to circumvent

Subscription Plan restrictions or pricing, including by creating multiple accounts or Workspaces, sharing accounts among unauthorized users, manipulating usage limits, or otherwise attempting to obtain Services without paying the applicable fees. AxisOne may monitor usage for the purpose of enforcing Subscription Plan limitations and may suspend, consolidate, or terminate accounts or Workspaces that AxisOne reasonably determines are being used to circumvent such limitations or these Terms.

4.8 Seat Management. Where a Subscription Plan includes a specified number of authorized Users or seats, Customer is responsible for assigning, managing, and reassigning such seats within its Workspace. Seats are licensed for use only by Customer's authorized Users and may not be shared simultaneously among multiple individuals. Unless expressly provided in an applicable Order Form, unused seats, unused protocol generations, storage allocations, or other usage allowances do not roll over to subsequent billing periods, do not have cash value, and are not eligible for credits or refunds.

4.9 Changes to Subscription Plans and Pricing. AxisOne may modify its Subscription Plans, features, usage limits, Marketplace fees, pricing, or available functionality from time to time. Any such changes will apply prospectively and will not become effective for Customer until the commencement of Customer's next renewal term, unless (a) Customer elects to upgrade, downgrade, or otherwise modify its Subscription Plan during the then-current subscription term, (b) the change is required by applicable law, a governmental authority, or a third-party service provider on which the Services materially depend, or (c) Customer otherwise agrees to the change. The then-current Subscription Plans, pricing, feature descriptions, Marketplace fees, usage limits, and available add-on services are set forth in the applicable Order Form, Schedule A, or on the Platform, as applicable.

4.10 Updates to the Services. AxisOne continually develops, enhances, and improves the Services. Accordingly, AxisOne may, from time to time and in its sole discretion, add, modify, enhance, replace, suspend, or discontinue features, functionality, workflows, user interfaces, integrations, AI models, algorithms, simulations, reports, Marketplace capabilities, Publication Services, APIs, or other components of the Services. AxisOne may also update, replace, or discontinue the third-party artificial intelligence models, machine learning technologies, cloud services, payment processors, or other third-party technologies used in connection with the Services, provided that such changes do not materially reduce the overall functionality of Customer's applicable Subscription Plan during the then-current subscription term. Customer acknowledges that the AI Services are designed to evolve over time and that AI Outputs, model behavior, recommendations, simulations, and other functionality may change as a result of improvements, retraining, model updates, changes to third-party technologies, or other enhancements made by AxisOne or its service providers. Except as expressly provided in an applicable Order Form, AxisOne has no obligation to continue offering any particular feature, functionality, AI model, integration, Beta Feature, or third-party service, and the modification or discontinuation of any such feature shall not constitute a breach of these Terms, provided that AxisOne does not materially reduce the overall functionality of Customer's applicable Subscription Plan during the then-current subscription term.

5. Marketplace and Research Services.

5.1 Marketplace Overview. The Marketplace is a component of the Services that enables Research Customers to identify, engage, and collaborate with independent Laboratory Customers that offer Research Services. The Marketplace provides software tools that facilitate project management, laboratory matching, communications, preparation of Statements of Work, milestone tracking, payment processing, and related workflow management. AxisOne does not employ, own, operate, supervise, or control any Laboratory and does not perform any Research Services. Laboratory Customers independently determine whether to participate in the Marketplace and, if so, the Research Services they offer, the Projects they accept, the pricing, milestones, deliverables, payment schedules, acceptance criteria, timelines, and other commercial or technical terms applicable to their Research Services.

5.2 AI-Assisted Matching. The Marketplace may utilize AI Services to assist Customers in identifying Laboratories that may be appropriate for a particular Project based upon Customer Data, Protocols, research objectives, technical requirements, prior Marketplace activity, and other information available to the Services.

Laboratory matches, rankings, recommendations, or search results are generated through automated processes and are intended solely to assist Customers in identifying potential Laboratories. Such matches or recommendations do not constitute endorsements, certifications, guarantees, or representations by AxisOne regarding any Laboratory or its qualifications, capabilities, availability, pricing, performance, or suitability for any Project. Customers remain solely responsible for evaluating and selecting the Laboratory they engage.

5.3 Statements of Work. Following selection of a Laboratory, the Services may generate an initial draft Statement of Work using AI Services based upon Customer inputs, Protocols, Project information, Laboratory information, and other available data. The Laboratory may revise the proposed Statement of Work, including the scope of Research Services, milestones, deliverables, assumptions, pricing, timeline, payment schedule, acceptance criteria, and other commercial or technical terms. The Customer and Laboratory are solely responsible for reviewing, negotiating, modifying, and approving the final Statement of Work. AxisOne is not responsible for the accuracy, completeness, enforceability, legality, commercial reasonableness, scientific validity, or suitability of any Statement of Work, including any portion generated by the AI Services.

5.4 Relationship Between Customers and Laboratories. Each Statement of Work constitutes a direct commercial arrangement between the applicable Research Customer and Laboratory Customer. Except for the limited payment facilitation and platform services expressly described in these Terms, AxisOne is not a party to any Statement of Work or other agreement between a Customer and a Laboratory and assumes no responsibility for either party's performance or nonperformance. Each Research Customer and Laboratory Customer is solely responsible for satisfying its respective obligations under each Statement of Work, including payment obligations, performance of Research Services, confidentiality obligations, intellectual property obligations, regulatory compliance, and all other contractual commitments between them.

5.5 Research Services. Research Services are performed solely by the applicable Laboratory. AxisOne does not supervise, direct, control, validate, inspect, monitor, certify, or guarantee the performance of any Research Services and makes no representation or warranty regarding the quality, timing, legality, safety, accuracy, reproducibility, completeness, regulatory acceptability, or scientific validity of any Research Services or related deliverables. Any concerns regarding the performance of Research Services must be addressed directly between the Customer and the applicable Laboratory.

6. Payments.

6.1 Subscription Fees. Research Customer shall pay all subscription fees, recurring fees, Marketplace Fees, and other charges applicable to Research Customer's Subscription Plan as set forth in the applicable Order Form, Schedule A, or the Platform. Unless otherwise expressly stated, all fees are denominated in U.S. dollars, are non-refundable, and are exclusive of applicable taxes, duties, or governmental charges.

6.2 Marketplace Payments. Unless otherwise agreed in writing, all payments for Research Services initiated through the Marketplace shall be processed through the Services. Each Statement of Work shall specify the fees payable to the applicable Laboratory Customer. In addition, the applicable Research Customer shall pay AxisOne the applicable Marketplace Fee for facilitating the Marketplace transaction and providing the associated platform services. Research Customer authorizes AxisOne and its designated payment processor(s) to collect both amounts through the Services and to remit the Laboratory fees to the applicable Laboratory Customer after deducting only those amounts expressly authorized under these Terms.

6.3 Marketplace Fees. AxisOne earns a Marketplace Fee for facilitating Marketplace transactions and providing the associated software, workflow, payment processing, and platform functionality. Applicable Marketplace Fees are determined by Customer's Subscription Plan or applicable Order Form and are described in Schedule A or otherwise made available through the Platform. AxisOne may deduct its Marketplace Fee before remitting funds to the applicable Laboratory Customer or may invoice Research Customer separately, in AxisOne's discretion, as described in the applicable Order Form or on the Platform.

6.4 Milestone Payments. Each Laboratory Customer is solely responsible for establishing the milestones, payment schedule, acceptance criteria, and invoicing applicable to its Research Services. Research Customer is solely responsible for reviewing milestone completion and approving or disputing milestone payments in accordance with the applicable Statement of Work. AxisOne has no obligation to verify milestone completion, validate deliverables, inspect Research Services, or determine whether a Laboratory Customer has satisfied its obligations under a Statement of Work.

6.5 Payment Processing. AxisOne may utilize one or more third-party payment processors to facilitate payments through the Services. Research Customer authorizes AxisOne and its payment processors to charge Research Customer's designated payment method for all amounts due under these Terms, each applicable Statement of Work, and any applicable Order Form. Research Customer shall maintain current, complete, and accurate payment information throughout the Subscription Term.

6.6 Pay-If-Paid. AxisOne's obligation to remit payment to a Laboratory Customer arises only after AxisOne has actually received the corresponding payment from the applicable Research Customer. AxisOne shall have no obligation to advance funds, extend credit, guarantee payment, or otherwise compensate a Laboratory Customer for unpaid amounts owed by a Research Customer. Research Customer's failure to pay does not create any independent payment obligation on the part of AxisOne.

6.7 Payment Disputes. Any dispute regarding milestone completion, acceptance of deliverables, the quality or performance of Research Services, invoiced amounts, or payment obligations under a Statement of Work shall be resolved directly between the Research Customer and the applicable Laboratory Customer. Upon request, AxisOne may, but is not obligated to, facilitate communications between the parties and attempt in good faith to assist them in resolving such disputes. AxisOne is not an arbitrator, mediator, escrow agent, or fiduciary and shall have no obligation to investigate disputed facts, determine fault, interpret a Statement of Work, or resolve any dispute between a Research Customer and a Laboratory Customer. AxisOne may delay the release of disputed funds while a payment dispute remains unresolved if AxisOne reasonably believes doing so is appropriate to protect the interests of the parties or to comply with applicable law, court order, payment processor requirements, or these Terms.

6.8 Failed Payments; Suspension. If any payment is declined, reversed, charged back, disputed with a financial institution, or otherwise not successfully received, AxisOne may suspend Research Customer's access to all or any portion of the Services, suspend active Projects, withhold payments otherwise due to Laboratory Customers, revoke access to AI Services, or terminate these Terms in accordance with Section 16. Research Customer remains responsible for all amounts owed notwithstanding any payment failure, reversal, or chargeback.

6.9 Taxes. Customer is responsible for all sales, use, value-added, withholding, goods and services, or similar taxes, duties, or governmental assessments arising from Customer's use of the Services or purchase of Research Services, excluding taxes imposed on AxisOne's net income. If AxisOne is required to collect or remit any taxes, such amounts may be added to Customer's invoices unless Customer provides a valid tax exemption certificate before the applicable transaction.

6.10 Right of Setoff. To the fullest extent permitted by applicable law, AxisOne may offset, deduct, withhold, or recoup any amounts otherwise payable through the Services or otherwise owed by AxisOne to Research Customer or a Laboratory Customer against any amounts owed to AxisOne, including unpaid subscription fees, Marketplace Fees, chargebacks, payment reversals, refunds, payment processor fees, costs incurred as a result of fraud or suspected fraud, violations of these Terms, or any other amounts due and payable to AxisOne. AxisOne may temporarily withhold or delay the release of funds where AxisOne reasonably determines that doing so is necessary to investigate suspected fraud, comply with applicable law, respond to a court order or governmental request, satisfy payment processor requirements, protect the security or integrity of the Services, or enforce these Terms. AxisOne will release any undisputed funds promptly after the applicable issue has been resolved. The rights set forth in this Section are cumulative and in addition to any other rights or remedies available to AxisOne under these Terms or applicable law.

7. AI Services.

7.1 AI Services. The Services include AI Services designed to assist Customers throughout the research lifecycle. Depending on the applicable Subscription Plan and Services selected, the AI Services may assist with: (a) creating, refining, and optimizing Protocols; (b) simulating experimental designs and research workflows; (c) identifying potential Laboratories for Projects; (d) generating draft Statements of Work; (e) providing research recommendations and technical insights; (f) assisting with manuscript preparation, publication workflows, journal selection, conference submissions, and regulatory submissions; and (g) other research support functionality that AxisOne may make available from time to time. The AI Services are intended solely to assist Users and are not a substitute for independent scientific judgment, professional expertise, or human review.

7.2 AI Outputs. AI Outputs are generated through automated technologies that may include artificial intelligence, machine learning, large language models, statistical models, and other computational methods. AI Outputs may be incomplete, inaccurate, outdated, inconsistent, biased, or inappropriate for a particular Project or intended use. Customer acknowledges that identical or substantially similar AI Outputs may be generated for other users.

7.3 Customer Responsibilities. Customer is solely responsible for reviewing, validating, and independently evaluating all AI Outputs before relying upon or using them. Without limiting the foregoing, Customer is solely responsible for determining whether AI Outputs are appropriate for scientific research, experimental design, laboratory selection, Statements of Work, regulatory submissions, publications, grant applications, internal decision-making, or any other purpose. Customer shall not rely exclusively upon AI Outputs where independent scientific, technical, legal, regulatory, or professional review is reasonably appropriate.

7.4 No Scientific or Professional Advice. AI Outputs are provided for informational and workflow assistance purposes only. Neither the AI Services nor any AI Output constitutes scientific advice, medical advice, legal advice, engineering advice, regulatory advice, clinical advice, publication advice, or any other professional advice. AxisOne does not represent or warrant that any AI Output is scientifically accurate, complete, reproducible, publishable, patentable, commercially valuable, or suitable for Customer's intended purpose.

7.5 AI Model Improvements. AxisOne continually improves the AI Services. Accordingly, AI Outputs, recommendations, simulations, rankings, Protocol generation, publication assistance, and other AI functionality may change over time as models, algorithms, data sources, or supporting technologies evolve. Customer acknowledges that AI Outputs generated at different times may differ, even when based upon similar inputs.

7.6 Customer Data and AI. AxisOne uses Customer Data to provide the Services, including generating AI Outputs, facilitating Laboratory matching, supporting Projects, preparing Statements of Work, enabling Publication Services, and otherwise operating the Services. Unless expressly authorized by Customer in writing, AxisOne does not use identifiable Customer Data or Customer-specific Confidential Information to train publicly available or third-party artificial intelligence models. For purposes of improving the AI Services provided by AxisOne, AxisOne may internally use Protocols and other Customer Data only after such information has been aggregated, anonymized, and de-identified so that it cannot reasonably identify Customer, any User, or any individual. AxisOne may use Usage Data and Aggregated Data to operate, improve, secure, monitor, support, analyze, and enhance the Services and AI Services.

7.7 Third-Party AI Technologies. Certain AI Services may incorporate or rely upon artificial intelligence technologies, models, or services provided by third parties. AxisOne may replace, supplement, or discontinue any such third-party technologies at any time in accordance with these Terms. AxisOne is not responsible for the availability, performance, accuracy, or continued operation of any third-party AI technology.

7.8 Research Decision Responsibility. Customer acknowledges that all research decisions, including the design of Protocols, selection of Laboratories, approval of Statements of Work, interpretation of experimental results,

publication decisions, regulatory submissions, and commercialization decisions, remain solely the responsibility of Customer. AxisOne does not direct, supervise, or control Customer's research activities or the Research Services performed by any Laboratory and shall have no responsibility for any scientific, technical, commercial, regulatory, or legal decisions made by Customer or any Laboratory in connection with a Project.

8. Customer Data and Intellectual Property.

8.1 Customer Ownership. As between AxisOne and the applicable Customer, each Customer retains all right, title, and interest in and to the Customer Data that it or its Users submit, upload, generate, or otherwise make available through the Services. Nothing in these Terms transfers ownership of Customer Data to AxisOne except for the licenses expressly granted under these Terms. Nothing in these Terms determines ownership of intellectual property, work product, research results, Protocols, Statements of Work, inventions, discoveries, or other materials as between a Research Customer and a Laboratory Customer. Ownership of such materials shall be governed exclusively by the applicable Statement of Work or other agreement between those parties.

8.2 License to AxisOne. Customer grants AxisOne a worldwide, non-exclusive, royalty-free license, during the Term and any period reasonably necessary to perform post-termination obligations, to host, store, reproduce, transmit, display, process, modify, create derivative works from Customer Data solely as technically necessary to provide the Services, and otherwise use Customer Data solely as reasonably necessary to provide the Services, generate AI Outputs, facilitate Marketplace transactions, prepare Statements of Work, administer Projects, provide Publication Services, provide Expert Review Services, maintain security, provide customer support, comply with applicable law, and otherwise perform AxisOne's obligations under these Terms.

8.3 Aggregated Data and Usage Data. AxisOne owns all right, title, and interest in and to Usage Data and Aggregated Data. AxisOne may generate, compile, analyze, use, reproduce, modify, publish, distribute, and otherwise exploit Usage Data and Aggregated Data for any lawful business purpose, including analytics, benchmarking, reporting, platform improvement, product development, security, operational optimization, research regarding platform performance, and internal improvement of the AI Services. AxisOne shall not use Aggregated Data in a manner that reasonably identifies Customer, any User, or any individual.

8.4 AI Training. Unless expressly authorized by Customer in writing, AxisOne will not use identifiable Customer Data or Customer-specific Confidential Information to train publicly available or third-party artificial intelligence models. AxisOne may internally use Aggregated Data and anonymized Protocols to develop, improve, evaluate, test, validate, and enhance its own proprietary AI Services and machine learning technologies.

8.5 AI Outputs. Subject to Customer's compliance with these Terms and payment of all applicable fees, to the extent AxisOne owns any intellectual property rights in AI Outputs generated specifically for Customer, AxisOne hereby assigns those rights to Customer. To the extent any such rights are not assignable or are not owned by AxisOne, AxisOne grants Customer a worldwide, perpetual, non-exclusive, royalty-free license to use, reproduce, modify, distribute, display, perform, and otherwise exploit such AI Outputs for Customer's internal business and research purposes. Customer acknowledges that: (a) AI Outputs may incorporate information derived from publicly available information or third-party sources; (b) similar or identical AI Outputs may be generated for other users; (c) AI Outputs may not qualify for intellectual property protection; and (d) AxisOne retains all ownership of the AI Services, underlying models, algorithms, software, prompts, workflows, and technologies used to generate AI Outputs. Nothing in these Terms transfers ownership of the AI Services or any underlying technology to Customer.

8.6 Statements of Work and Collaborative Materials. Statements of Work generated, prepared, reviewed, negotiated, or approved through the Services are commercial documents created for the benefit of the applicable Customer and Laboratory. AxisOne claims no ownership interest in the final version of any Statement of Work executed or otherwise approved by the Customer and the applicable Laboratory. Likewise, any final Protocol, Project documentation, manuscript, publication materials, research results, or other Customer-specific research

documentation remains the property of the applicable Customer or Customers that own such materials under the applicable Statement of Work or other agreement between the Research Customer and the Laboratory Customer. Notwithstanding the foregoing, AxisOne retains (a) all ownership rights in the Services, AI Services, AI models, software, workflows, prompts, templates, user interfaces, algorithms, and other underlying technology used to generate or facilitate such materials, (b) the licenses granted under Section 8.2, and (c) all rights in Usage Data, Aggregated Data, and any improvements to the Services or AI Services developed independently of Customer Data.

8.7 Platform Intellectual Property. AxisOne and its licensors retain all right, title, and interest in and to the Services, including all software, AI Services, algorithms, models, databases, workflows, user interfaces, APIs, documentation, trademarks, logos, copyrights, trade secrets, and all related intellectual property rights. Except for the limited rights expressly granted under these Terms, no license or ownership rights are granted to Customer by implication, estoppel, or otherwise.

8.8 Feedback. If Customer or any User provides suggestions, recommendations, ideas, enhancement requests, or other feedback regarding the Services (“**Feedback**”), Customer grants AxisOne a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, sublicensable, transferable license to use, reproduce, modify, incorporate, commercialize, and otherwise exploit such Feedback for any purpose without restriction or compensation to Customer.

8.9 Platform Activity Logs. AxisOne may create and maintain logs relating to the operation and use of the Services, including user authentication events, Workspace activity, document revisions, AI interactions, Protocol revisions, Statement of Work revisions, milestone approvals, payment events, publication submissions, access history, and other platform activity. AxisOne may use such logs for security, fraud prevention, operational support, regulatory compliance, dispute resolution, evidentiary purposes, product improvement, and enforcement of these Terms.

9. Confidentiality.

9.1 Confidential Information. “**Confidential Information**” means any non-public information disclosed by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) in connection with the Services that is identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure. Confidential Information includes, as applicable Customer Data, Protocols, Projects, Statements of Work, research plans, manuscripts, publication materials, business plans, pricing, product roadmaps, software, algorithms, source code, technical documentation, trade secrets, security information, and other non-public technical, scientific, financial, or business information. Confidential Information does not include information that the Receiving Party can demonstrate: (a) was publicly available without breach of these Terms; (b) was lawfully known to the Receiving Party before disclosure; (c) was lawfully received from a third party without a duty of confidentiality; or (d) was independently developed without use of the Disclosing Party’s Confidential Information.

9.2 Protection of Confidential Information. The Receiving Party shall: (a) use the Confidential Information solely to exercise its rights and perform its obligations under these Terms; (b) protect the Confidential Information using at least reasonable care and no less than the care it uses to protect its own confidential information of a similar nature; (c) not disclose the Confidential Information to any third party except as expressly permitted by these Terms; and (d) limit access to the Confidential Information to its employees, contractors, Affiliates, professional advisors, and service providers who have a need to know such information and who are bound by confidentiality obligations at least as protective as those contained in these Terms.

9.3 Required Disclosures. A Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, court order, or governmental authority, provided that, unless legally prohibited, the Receiving Party gives the Disclosing Party prompt notice and reasonably cooperates with the Disclosing Party’s efforts to seek confidential treatment or another appropriate protective remedy.

9.4 Platform Collaboration. Customer acknowledges that the Services are designed to facilitate collaboration among Customers, Laboratories, Experts, and authorized Users. AxisOne will disclose Customer Data and other information only as directed by Customer, as necessary to provide the Services, as required to facilitate Customer's Projects and approved collaborations, or as otherwise permitted by these Terms. Customer is solely responsible for determining what information it shares with Laboratories, Experts, collaborators, and other third parties through the Services.

9.5 Return or Deletion. Upon expiration or termination of these Terms, each Receiving Party shall cease using the Disclosing Party's Confidential Information and, upon written request, return or securely destroy such Confidential Information, except to the extent retention is required by applicable law, for archival backup systems maintained in the ordinary course of business, or to enforce or exercise rights under these Terms.

9.6 Equitable Relief. Each party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages alone may be an inadequate remedy. Accordingly, the Disclosing Party may seek appropriate equitable relief, including injunctive relief and specific performance, in addition to any other remedies available at law or in equity.

9.7 Confidentiality and AI Processing. Customer acknowledges that Customer Data may be processed by the AI Services solely for the purpose of providing the requested functionality, generating AI Outputs, facilitating Projects, and otherwise providing the Services. Except as expressly permitted under these Terms, AxisOne will not disclose Customer-specific Confidential Information to other customers or use Customer-specific Confidential Information to train publicly available or third-party artificial intelligence models. Nothing in this Section restricts AxisOne's rights to use Usage Data or Aggregated Data in accordance with these Terms.

9.8 Survival. The obligations in this Section survive expiration or termination of these Terms for five (5) years, except that obligations relating to trade secrets survive for so long as the applicable information remains a trade secret under applicable law.

10. Acceptable Use. Customer shall use the Services only in accordance with these Terms, all applicable laws, and the documentation made available by AxisOne.

10.1 Unlawful Activities. Customer shall not, and shall not permit any User or third party to: (a) use the Services in violation of any applicable law or regulation; (b) use the Services for any fraudulent, deceptive, misleading, or unlawful purpose; (c) use the Services to infringe or misappropriate the intellectual property or other rights of any person or entity; or (d) use the Services in connection with any activity involving sanctions violations, money laundering, terrorism, or other unlawful conduct.

10.2 Platform Misuse. Customer shall not, and shall not permit any User or third party to: (a) copy, modify, distribute, sell, lease, sublicense, or commercially exploit the Services except as expressly authorized by these Terms; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, models, algorithms, prompts, or underlying technology of the Services except to the extent such restriction is prohibited by applicable law; (c) interfere with or disrupt the operation, security, integrity, or performance of the Services; (d) bypass or attempt to bypass usage limits, security mechanisms, authentication systems, or Subscription Plan restrictions; (e) use robots, crawlers, scraping tools, automated scripts, or similar technologies to access the Services except through authorized APIs; (f) introduce malware, ransomware, viruses, malicious code, or other harmful technology into the Services; or (g) access or use the Services to develop, train, benchmark, or improve any competing product or service.

10.3 AI Services. Customer shall not, and shall not permit any User or third party to: (a) intentionally submit prompts or content designed to manipulate, exploit, circumvent, or compromise the AI Services or their safety mechanisms; (b) represent AI Outputs as having been independently validated when they have not; (c) use AI

Outputs in a manner that violates applicable law or infringes the rights of others; or (d) remove or alter any notices or disclosures identifying AI-generated content where such notices are provided by the Services.

10.4 Research Activities. Customer shall not, and shall not permit any User or third party to, use the Services to facilitate Research Services or Projects involving: (a) unlawful human experimentation; (b) unlawful animal research; (c) prohibited biological, chemical, or hazardous materials activities; (d) research prohibited under applicable export control or sanctions laws; (e) activities intended to facilitate violence, terrorism, or unlawful weapons development; or (f) any other research prohibited by applicable law.

10.5 Customer Data. Customer shall not, and shall not permit any User or third party to, upload, submit, or transmit through the Services: (a) content that Customer does not have the legal right to use or disclose; (b) malicious code or harmful software; (c) unlawful, defamatory, threatening, harassing, or obscene material; (d) information that violates another person's privacy or intellectual property rights; or (e) Protected Health Information ("PHI"), patient records, or other regulated health information unless expressly authorized by a separate written agreement with AxisOne. Customer represents and warrants that it has obtained all rights, permissions, notices, and consents necessary for AxisOne to process Customer Data in accordance with these Terms.

10.6 Enforcement. AxisOne may investigate suspected violations of this Section and may suspend or terminate access to the Services, remove content, suspend Projects, or take any other action that AxisOne reasonably determines is necessary to protect the Services, its customers, Laboratories, Experts, third parties, or comply with applicable law. AxisOne is not obligated to monitor Customer's use of the Services but reserves the right to do so where reasonably necessary to operate, secure, or protect the Services or comply with applicable law.

10.7 Research Compliance. Customer is solely responsible for obtaining all approvals, permits, licenses, ethics committee approvals, Institutional Review Board (IRB) approvals, Institutional Animal Care and Use Committee (IACUC) approvals, biosafety approvals, export authorizations, and other governmental or institutional approvals applicable to its Projects or Research Services. AxisOne has no responsibility to determine whether any such approvals are required or have been obtained.

11. Security.

11.1 Security Measures. AxisOne will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, use, disclosure, alteration, or destruction. Such safeguards may include access controls, authentication measures, encryption where appropriate, monitoring, logging, vulnerability management, and other security measures that AxisOne determines are appropriate based on the nature of the Services and industry practices.

11.2 Customer Security Responsibilities. Customer is responsible for maintaining the confidentiality of its account credentials, controlling access to its Workspace, implementing appropriate internal security policies, and promptly notifying AxisOne of any actual or suspected unauthorized access to Customer's account or Customer Data.

11.3 Security Incidents. If AxisOne becomes aware of a Security Incident affecting Customer Data under AxisOne's control, AxisOne will notify Customer without unreasonable delay after confirming the Security Incident, unless prohibited by applicable law or a governmental authority. AxisOne will use commercially reasonable efforts to investigate the Security Incident, mitigate its effects, and provide Customer with information reasonably necessary for Customer to comply with applicable legal obligations.

11.4 No Absolute Security. Customer acknowledges that no security measures are completely secure and that AxisOne cannot guarantee that unauthorized third parties will never defeat the security measures implemented by AxisOne.

11.5 Privacy. To the extent the Services involve the processing of personal information, AxisOne will process such information in accordance with its Privacy Policy, as updated from time to time. The Privacy Policy is incorporated into these Terms by this reference. Unless expressly agreed in a separate written agreement executed by AxisOne, the Services are not intended for the storage, transmission, or processing of Protected Health Information (PHI), and Customer shall not submit PHI through the Services. Customer's obligations regarding PHI are further described in Section 10.5.

12. Third-Party Services.

12.1 Independent Third Parties. The Services may enable Customer to identify, engage, communicate with, or otherwise interact with Laboratories, Experts, publishers, journals, conference organizers, regulatory authorities, payment processors, cloud providers, artificial intelligence providers, software vendors, and other third parties (collectively, "**Third-Party Services**"). Except for the Services expressly provided by AxisOne, all Third-Party Services are provided solely by the applicable third party.

12.2 No Endorsement. AxisOne does not endorse, certify, recommend, supervise, employ, control, or guarantee any Laboratory, Expert, journal, conference, publisher, regulatory authority, payment processor, or other third party. Any search results, rankings, recommendations, matches, or other information displayed through the Services are intended solely to assist Customer and do not constitute endorsements or guarantees.

12.3 Customer Responsibility. Customer is solely responsible for evaluating, selecting, engaging, instructing, and supervising any Laboratory, Expert, or other third party with whom Customer chooses to interact through the Services. Customer acknowledges that Customer enters into any Statement of Work, research engagement, publication submission, or other relationship with any third party at Customer's own discretion and risk.

12.4 Third-Party Performance. AxisOne is not responsible for: (a) the quality, timing, legality, availability, safety, accuracy, completeness, or performance of any Third-Party Services; (b) any act or omission of any Laboratory, Expert, publisher, journal, conference organizer, payment processor, cloud provider, artificial intelligence provider, or other third party; (c) any delay, interruption, rejection, denial, suspension, or termination of Third-Party Services; or (d) any dispute between Customer and any third party.

12.5 Third-Party AI Technologies. Certain AI Services may utilize artificial intelligence models, machine learning systems, APIs, or other technologies provided by third parties. AxisOne may replace, supplement, discontinue, or modify any such third-party technologies at any time in accordance with these Terms. AxisOne is not responsible for the availability, performance, outputs, security, or continued operation of any third-party artificial intelligence technology.

12.6 Publications and Regulatory Submissions. Publication Services are designed solely to assist Customer with preparing manuscripts, formatting submissions, identifying potential publication venues, and supporting publication or regulatory workflows. AxisOne does not control or influence any publisher, journal, conference, peer reviewer, editor, governmental authority, or regulatory agency. AxisOne does not guarantee that any manuscript, publication, abstract, grant application, conference submission, regulatory filing, or other submission will be accepted, published, approved, cited, funded, or otherwise receive any particular outcome.

12.7 External Websites and Resources. The Services may contain links to third-party websites or resources for Customer's convenience. AxisOne does not control and is not responsible for the content, availability, privacy practices, products, or services of any third-party website or resource. Customer accesses such websites and resources at its own risk.

12.8 No Scientific Oversight. Customer acknowledges that AxisOne does not supervise, validate, audit, inspect, replicate, verify, or otherwise oversee the scientific methods, experimental procedures, laboratory practices, research quality, regulatory compliance, or technical conclusions of any Laboratory, Expert, or other third party.

Any scientific review, peer review, simulation, recommendation, matching, or AI Output made available through the Services is intended solely as a workflow and decision-support tool and does not constitute scientific validation or certification by AxisOne.

13. Warranties and Disclaimers

13.1 Limited Warranty. AxisOne warrants that it will provide the Services in a professional and workmanlike manner consistent with generally accepted industry standards applicable to providers of substantially similar software-as-a-service platforms. Customer's sole and exclusive remedy, and AxisOne's sole obligation, for any breach of the foregoing warranty shall be for AxisOne, at its option, to use commercially reasonable efforts to correct the non-conforming Services or, if AxisOne determines such correction is not commercially reasonable, terminate the affected Services and refund any prepaid subscription fees covering the unused portion of the applicable subscription term for the affected Services.

13.2 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 13.1, THE SERVICES, AI SERVICES, AI OUTPUTS, MARKETPLACE, PUBLICATION SERVICES, WORKSPACE, PLATFORM, SOFTWARE, APIs, AND ALL RELATED FUNCTIONALITY ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXISONE DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, COMPLETENESS, RESULTS, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

13.3 AI DISCLAIMERS. WITHOUT LIMITING THE FOREGOING, AXISONE DOES NOT WARRANT THAT ANY AI OUTPUT: (a) IS ACCURATE, COMPLETE, CURRENT, OR ERROR-FREE; (b) IS SCIENTIFICALLY VALID OR REPRODUCIBLE; (c) IS SUITABLE FOR CUSTOMER'S PARTICULAR RESEARCH OR BUSINESS PURPOSE; (d) WILL COMPLY WITH APPLICABLE LAWS OR REGULATORY REQUIREMENTS; (e) WILL RESULT IN SUCCESSFUL EXPERIMENTS, VALID RESEARCH RESULTS, OR DESIRED OUTCOMES; (f) WILL BE PATENTABLE, PROTECTABLE, OR COMMERCIALY VALUABLE; (g) WILL BE ACCEPTED BY ANY LABORATORY, PUBLISHER, JOURNAL, CONFERENCE, FUNDING ORGANIZATION, GOVERNMENTAL AUTHORITY, OR REGULATORY BODY; OR (h) WILL REMAIN CONSISTENT OVER TIME.

13.4 RESEARCH DISCLAIMERS. AXISONE DOES NOT WARRANT OR GUARANTEE: (a) THE SUCCESS OF ANY PROJECT OR RESEARCH ACTIVITY; (b) THE SCIENTIFIC MERIT OF ANY PROTOCOL; (c) THE ACCURACY OF ANY SIMULATION; (d) THE QUALITY, TIMELINESS, SAFETY, LEGALITY, OR PERFORMANCE OF ANY RESEARCH SERVICES; (e) THE QUALIFICATIONS OR PERFORMANCE OF ANY LABORATORY OR EXPERT; (f) THE REPRODUCIBILITY OF ANY RESULTS; (g) THAT ANY PROJECT WILL PRODUCE POSITIVE, EXPECTED, OR USEFUL RESULTS; OR (h) THAT ANY RESEARCH WILL LEAD TO PUBLICATION, REGULATORY APPROVAL, COMMERCIALIZATION, OR OTHER SUCCESSFUL OUTCOME.

13.5 PUBLICATION DISCLAIMERS. AXISONE DOES NOT GUARANTEE THAT ANY MANUSCRIPT, ABSTRACT, ARTICLE, POSTER, PRESENTATION, GRANT APPLICATION, CONFERENCE SUBMISSION, OR REGULATORY SUBMISSION WILL: (a) BE ACCEPTED; (b) BE PUBLISHED; (c) RECEIVE FAVORABLE PEER REVIEW; (d) RECEIVE FUNDING; (e) RECEIVE REGULATORY APPROVAL; (f) RECEIVE CITATIONS; (g) BE FREE OF ERRORS; OR (h) ACHIEVE ANY PARTICULAR IMPACT OR RESULT.

13.6 THIRD-PARTY DISCLAIMERS. AXISONE MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY LABORATORY, EXPERT, PUBLISHER, JOURNAL, CONFERENCE, PAYMENT PROCESSOR, CLOUD PROVIDER, THIRD-PARTY AI PROVIDER, OR OTHER THIRD PARTY.

ALL THIRD-PARTY SERVICES ARE PROVIDED SOLELY BY THE APPLICABLE THIRD PARTY.

13.7 CUSTOMER RESPONSIBILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR: (a) REVIEWING AND VALIDATING ALL AI OUTPUTS; (b) DESIGNING AND APPROVING ITS RESEARCH; (c) SELECTING LABORATORIES; (d) APPROVING STATEMENTS OF WORK; (e) EVALUATING RESEARCH RESULTS; (f) MAKING ALL SCIENTIFIC, BUSINESS, REGULATORY, LEGAL, AND COMMERCIAL DECISIONS; AND (g) DETERMINING WHETHER TO RELY UPON ANY AI OUTPUT, RECOMMENDATION, SIMULATION, MATCH, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES.

13.8 HIGH-RISK USES. THE SERVICES ARE NOT DESIGNED OR INTENDED TO REPLACE HUMAN SCIENTIFIC JUDGMENT, PROFESSIONAL ADVICE, OR REGULATORY DECISION-MAKING. CUSTOMER SHALL NOT USE THE SERVICES AS THE SOLE BASIS FOR ANY DECISION WHERE MATERIAL SCIENTIFIC, MEDICAL, REGULATORY, LEGAL, OR SAFETY CONSEQUENCES MAY RESULT WITHOUT APPROPRIATE INDEPENDENT REVIEW.

13.9 NO GUARANTEE OF AVAILABILITY. AXISONE DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES OR THAT THE SERVICES WILL BE FREE FROM INTERRUPTIONS, DELAYS, SECURITY INCIDENTS, OR EVENTS BEYOND AXISONE'S REASONABLE CONTROL, INCLUDING FAILURES OF THIRD-PARTY SERVICE PROVIDERS, INTERNET SERVICES, PAYMENT PROCESSORS, CLOUD INFRASTRUCTURE, OR THIRD-PARTY AI PROVIDERS.

14. Limitation of Liability.

14.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, GOODWILL, REPUTATION, DATA, ANTICIPATED SAVINGS, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Liability Cap. Except as provided in Section 14.3, the aggregate liability of AxisOne and its Affiliates arising out of or relating to these Terms or the Services shall not exceed the total amounts actually paid or payable by Customer to AxisOne for the Services during the twelve (12) months immediately preceding the event giving rise to the claim. If the claim arises during a period in which Customer has used only Free Services and has paid no fees to AxisOne, AxisOne's aggregate liability shall not exceed one hundred U.S. dollars (US \$100).

14.3 Enhanced Liability Cap and Exceptions. Notwithstanding Section 14.2: (a) AxisOne's aggregate liability arising from its breach of Section 9 (Confidentiality), Section 11 (Security), or its failure to comply with its express obligations regarding the protection of Customer Data under these Terms shall not exceed two (2) times the total amounts actually paid or payable by Customer to AxisOne for the Services during the twelve (12) months immediately preceding the event giving rise to the claim; (b) Customer's payment obligations are not subject to the limitations set forth in Section 14.1 or 14.2; (c) Customer's breach of Section 9 (Confidentiality) or Section 10 (Acceptable Use) is not subject to the limitations set forth in Section 14.1 or Section 14.2; (d) either party's indemnification obligations under Section 15 are not subject to the limitations set forth in Section 14.1 or 14.2, except to the extent expressly provided in Section 15; and (e) nothing in these Terms limits either party's liability for fraud, willful misconduct, gross negligence, or any liability that cannot be limited or excluded under applicable law.

14.4 Marketplace Disclaimer. WITHOUT LIMITING THE FOREGOING, AXISONE SHALL HAVE NO LIABILITY ARISING FROM OR RELATING TO: (a) ANY RESEARCH SERVICES; (b) THE PERFORMANCE OR NON-PERFORMANCE OF ANY LABORATORY OR EXPERT; (c) THE CONTENTS OF ANY STATEMENT OF WORK; (d) PAYMENT DISPUTES BETWEEN CUSTOMERS AND LABORATORIES; (e) THE QUALITY, TIMELINESS, OR RESULTS OF ANY RESEARCH PROJECT; OR (f) ANY DECISION BY A CUSTOMER TO ENGAGE OR NOT ENGAGE A PARTICULAR LABORATORY OR EXPERT.

14.5 AI Disclaimer. AXISONE SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM CUSTOMER'S RELIANCE UPON AI OUTPUTS, SIMULATIONS, RECOMMENDATIONS, LABORATORY MATCHES, PUBLICATION ASSISTANCE, OR OTHER AI-GENERATED CONTENT WITHOUT APPROPRIATE INDEPENDENT REVIEW.

14.6 Allocation of Risk. THE PARTIES ACKNOWLEDGE THAT THE FEES CHARGED BY AXISONE REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT AXISONE WOULD NOT ENTER INTO THESE TERMS OR PROVIDE THE SERVICES WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

15. Indemnification.

15.1 Customer Indemnification. Customer shall defend, indemnify, and hold harmless AxisOne, its Affiliates, and their respective directors, officers, employees, contractors, agents, successors, and assigns (collectively, the “**AxisOne Indemnified Parties**”) from and against any third-party claim, demand, action, investigation, or proceeding, and any related damages, judgments, settlements, penalties, fines, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's or any User's use of the Services; (b) Customer Data, including any allegation that Customer Data infringes, misappropriates, or otherwise violates any intellectual property, privacy, publicity, confidentiality, or other right of any third party; (c) any Project, Protocol, Statement of Work, Research Services, publication, regulatory submission, or other activity undertaken by or on behalf of Customer; (d) Customer's relationship or dispute with any Laboratory, Expert, or other third party; (e) Customer's violation of these Terms or applicable law; or (f) Customer's fraud, gross negligence, or willful misconduct.

15.2 AxisOne Indemnification. AxisOne shall defend Customer against any third-party claim alleging that the Services, as provided by AxisOne and used by Customer in accordance with these Terms, directly infringe any U.S. patent, copyright, trademark, or trade secret of such third party, and shall indemnify Customer against any damages finally awarded by a court of competent jurisdiction or agreed to by AxisOne in settlement of such claim. AxisOne shall have no obligation under this Section to the extent the claim arises from: (a) Customer Data; (b) Customer's modification of the Services or AI Outputs; (c) Customer's combination of the Services with products, services, software, data, or materials not provided by AxisOne; (d) Research Services, Statements of Work, Protocols, Projects, publications, or regulatory submissions; (e) Third-Party Services; or (f) Customer's continued use of the allegedly infringing Services after AxisOne has made available a non-infringing replacement or modification.

15.3 Infringement Remedies. If the Services become, or in AxisOne's reasonable opinion are likely to become, the subject of an infringement claim, AxisOne may, at its option: (a) procure for Customer the right to continue using the affected Services; (b) modify or replace the affected Services so they become non-infringing without materially reducing their functionality; or (c) terminate Customer's right to use the affected Services and refund any prepaid subscription fees for the terminated portion of the applicable subscription term. This Section states AxisOne's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to any claim of intellectual property infringement.

15.4 Indemnification Procedures. The party seeking indemnification (the “**Indemnified Party**”) shall: (a) promptly notify the indemnifying party in writing of the claim, provided that any delay shall not relieve the

indemnifying party except to the extent materially prejudiced; (b) permit the indemnifying party to assume sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle any claim in a manner that admits fault or imposes any obligation on the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

16. Suspension and Termination.

16.1 Term. These Terms commence when Customer first accepts these Terms or accesses the Services and continue until terminated in accordance with this Section. Subscription Plans automatically renew for successive renewal terms of the same duration as the initial subscription term unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current subscription term, or as otherwise specified in the applicable Order Form.

16.2 Termination by Customer. Customer may terminate these Terms at any time by closing its Workspace and discontinuing use of the Services; provided, however, that termination shall not relieve Customer of any payment obligations incurred before the effective date of termination. If Customer is subject to an active subscription term or Order Form, early termination shall not entitle Customer to any refund except as expressly provided in these Terms or the applicable Order Form, and Customer shall continue to be obligated for any remaining payments required under such subscription.

16.3 Suspension by AxisOne. AxisOne may suspend all or any portion of Customer's or any User's access to the Services immediately upon notice if AxisOne reasonably believes: (a) Customer has violated these Terms; (b) Customer has failed to pay amounts when due; (c) Customer's use of the Services poses a security risk or may adversely affect the Services or other users; (d) suspension is necessary to comply with applicable law, a court order, or a governmental request; (e) Customer has engaged in fraudulent, deceptive, abusive, or unlawful conduct; or (f) suspension is reasonably necessary to protect the Services, AxisOne, its customers, Laboratories, Experts, or other third parties. AxisOne will use commercially reasonable efforts to restore access promptly after the applicable issue has been resolved.

16.4 Termination by AxisOne. AxisOne may terminate these Terms or any applicable Order Form: (a) upon thirty (30) days' written notice if Customer materially breaches these Terms and fails to cure such breach within the notice period; (b) immediately if Customer becomes insolvent, enters bankruptcy or receivership, ceases doing business, or makes an assignment for the benefit of creditors; (c) immediately for fraud, willful misconduct, repeated violations of these Terms, or unlawful use of the Services; or (d) as otherwise expressly permitted under these Terms or an applicable Order Form.

16.5 Effect of Termination. Upon the expiration or termination of these Terms or any applicable Order Form: (a) Customer's and its Users' right to access and use the affected Services immediately terminates, except to the extent expressly provided in this Section or otherwise agreed in writing by the parties; (b) all rights and licenses granted to Customer under these Terms with respect to the affected Services immediately terminate, except for those rights and licenses that expressly survive pursuant to these Terms; (c) Customer shall immediately cease all use of the affected Services, except as necessary to exercise any applicable post-termination data export rights expressly provided under these Terms; (d) all amounts accrued or otherwise owed by Customer to AxisOne as of the effective date of termination become immediately due and payable, unless otherwise expressly provided in an applicable Order Form; and (e) each party shall remain responsible for performing any obligations that expressly survive expiration or termination under these Terms. The effect of expiration or termination on any ongoing Statement of Work, Research Services, or other agreement between Customer and a Laboratory is governed exclusively by Section 16.10.

16.6 Customer Data. During the Subscription Term, Customer may access and export Customer Data using the functionality made available through the Services. Following termination, AxisOne may retain Customer Data only as reasonably necessary to: (a) comply with applicable law; (b) resolve disputes; (c) enforce these Terms;

(d) maintain security; (e) preserve archival backups maintained in the ordinary course of business; or (f) exercise the rights expressly granted under these Terms with respect to Usage Data and Aggregated Data. Following any applicable retention period, AxisOne may securely delete Customer Data in accordance with its standard retention practices.

16.7 Survival. The expiration or termination of these Terms shall not affect any rights, obligations, or liabilities of either party that accrued prior to the effective date of such expiration or termination. The following provisions, together with any other provisions that by their nature are intended to survive, shall survive the expiration or termination of these Terms: Section 6 (Payments), solely to the extent of any payment obligations or rights that accrued prior to expiration or termination, 8 (Customer Data and Intellectual Property), 9 (Confidentiality), 13 (Warranties and Disclaimers), 14 (Limitation of Liability), 15 (Indemnification), 16.5 through 16.10, and 17 (General Provisions).

16.8 Transition Assistance. Following expiration or termination of the Services, Customer may request reasonable transition assistance to facilitate the migration of Customer Data or transition to another service provider. Any such transition assistance shall be subject to AxisOne's availability, shall be governed by a separate written agreement or statement of work, and shall be provided at AxisOne's then-current professional services rates unless otherwise expressly agreed in writing. Nothing in these Terms obligates AxisOne to provide transition assistance, custom exports, migration services, consulting services, or other post-termination services beyond the standard data export functionality, if any, made available through the Services.

16.9 No Liability for Suspension or Termination. To the maximum extent permitted by applicable law, AxisOne shall not be liable for any damages, losses, costs, delays, or expenses arising from or relating to any suspension or termination of the Services, a Workspace, a User account, a Project, or access to the Marketplace that is expressly permitted under these Terms. Without limiting the foregoing, AxisOne shall not be liable for any interruption or delay in Research Services, Project timelines, publication activities, regulatory submissions, collaborations, laboratory engagements, milestone completion, or other business or research activities resulting from any suspension or termination authorized by these Terms.

16.10 Customer-Laboratory Engagements Following Termination. If these Terms expire or terminate while one or more Statements of Work remain in progress between a Customer and a Laboratory, neither the expiration nor termination of these Terms shall, by itself, terminate or modify the rights and obligations of the Customer and the Laboratory under the applicable Statement(s) of Work. Following such expiration or termination, AxisOne may discontinue access to the Services, Marketplace functionality, payment facilitation services, collaboration tools, AI Services, and other platform functionality. Customer and the applicable Laboratory shall remain solely responsible for administering, completing, modifying, or terminating their respective contractual obligations under the applicable Statement(s) of Work. If the parties wish AxisOne to continue providing payment facilitation or other platform services for an ongoing Statement of Work following termination of these Terms, such services shall be subject to a separate written agreement with AxisOne.

17. General Provisions.

17.1 Independent Contractors. The parties are independent contractors. Nothing in these Terms creates any partnership, joint venture, agency, fiduciary, employment, or franchise relationship between the parties. AxisOne is not the employer, principal, agent, partner, joint venturer, or representative of any Customer, Laboratory, Expert, or other third party. Neither party has authority to bind the other except as expressly provided in these Terms.

17.2 Assignment. Customer may not assign or transfer these Terms, in whole or in part, without the prior written consent of AxisOne. Any purported assignment in violation of this Section is void.

17.3 Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) due to causes beyond its reasonable control, including acts of God,

natural disasters, epidemics, pandemics, labor disputes, war, terrorism, civil unrest, governmental actions, failures of telecommunications or internet providers, failures of cloud infrastructure or third-party service providers, cyberattacks not resulting from the affected party's failure to implement commercially reasonable security measures, or interruptions in utilities or transportation. The affected party shall use commercially reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as reasonably practicable.

17.4 Export Controls and Sanctions. Customer shall comply with all applicable export control, import, sanctions, and trade compliance laws and regulations in connection with its use of the Services. Customer shall not access or use the Services in any jurisdiction or for any purpose prohibited by applicable export control or sanctions laws.

17.5 Publicity. Neither party may use the other party's name, trademarks, logos, or other branding in advertising, marketing, press releases, or promotional materials without the other party's prior written consent. Notwithstanding the foregoing, AxisOne may identify Customer by name and logo as a customer on its website and marketing materials unless Customer notifies AxisOne in writing that it wishes to opt out.

17.6 Notices. All legal notices under these Terms must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified or registered mail (return receipt requested), or email with confirmation of transmission, to the addresses designated by the applicable party.

Notices to AxisOne shall be sent to:

AxisOne, Inc.

Attn: Legal Department

7301 N State Highway , Suite 136, Irving, TX 75039

Email: info@axisone.ai

Customer is responsible for maintaining current contact information within its Workspace.

17.7 Governing Law; Venue. These Terms and any dispute arising out of or relating to these Terms or the Services shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The state and federal courts located in New Castle County, Delaware shall have exclusive jurisdiction over any action arising out of or relating to these Terms, and each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on venue or forum non conveniens.

17.8 Waiver. No failure or delay by either party in exercising any right or remedy under these Terms shall constitute a waiver of that right or remedy.

17.9 Severability. If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be enforced to the maximum extent permitted by applicable law.

17.10 Entire Agreement. These Terms, together with any applicable Order Forms, Schedule A, policies expressly incorporated by reference, and any other documents expressly incorporated herein, constitute the entire agreement between the parties regarding the Services and supersede all prior or contemporaneous agreements, proposals, understandings, and communications relating to the subject matter hereof. In the event of a conflict, the order of precedence shall be: (a) the applicable Order Form; (b) these Terms; (c) Schedule A and other incorporated schedules; and (d) any documentation or policies referenced by these Terms, unless expressly stated otherwise in the applicable Order Form.

17.11 Amendments. AxisOne may modify these Terms from time to time by providing reasonable advance notice through the Services, by email, or by other reasonable means. Any modifications will become effective

upon Customer's next renewal of its Subscription Plan or, for Customers using Free Services, upon continued use of the Services following the effective date of the updated Terms. If Customer does not agree to the updated Terms, Customer's exclusive remedy is to discontinue use of the Services before the updated Terms become effective.

17.12 Electronic Contracting. The parties agree that these Terms, any Order Form, Statement of Work, amendment, or other document may be executed electronically, including through click-through acceptance, electronic signatures, or other electronic means, each of which shall have the same legal effect as an original handwritten signature.

17.13 No Third-Party Beneficiaries. Except as expressly provided in these Terms, these Terms are solely for the benefit of the parties and their permitted successors and assigns and confer no rights or remedies upon any other person or entity.

17.14 Interpretation. The headings in these Terms are for convenience only and do not affect interpretation. The words "including," "include," and similar terms shall be deemed to mean "including without limitation." These Terms shall not be construed against either party as the drafter.

17.15 Relationship of the Documents. These Terms govern each Customer's access to and use of the Services. Statements of Work and other agreements between Research Customers and Laboratory Customers govern their respective rights and obligations relating to Research Services. Separate agreements between AxisOne and Laboratories, Experts, or other service providers govern those respective relationships. Except as expressly provided in these Terms, AxisOne is not a party to any Statement of Work or other agreement between a Research Customer and a Laboratory Customer, and nothing in these Terms modifies or supersedes the contractual relationship between those parties.

17.16 AI-Generated Documents. The AI Services may assist in preparing, drafting, revising, summarizing, formatting, or otherwise generating Protocols, Statements of Work, manuscripts, publications, regulatory submissions, reports, correspondence, and other documents. Customer acknowledges that any such document is generated as a drafting and workflow assistance tool only. Customer remains solely responsible for reviewing, verifying, modifying as appropriate, and approving the final version of any AI-generated or AI-assisted document before executing, submitting, publishing, filing, implementing, relying upon, or otherwise using such document. The use of AI Services in connection with the preparation of any document does not alter the legal effect of the final document as approved or executed by the applicable parties, nor does it transfer responsibility for the contents of such document from the Customer or other approving party to AxisOne. AxisOne shall have no liability arising from or relating to Customer's or any third party's reliance on any AI-generated or AI-assisted document that has not been independently reviewed and approved by the appropriate individuals.