

Master Services and SaaS License Agreement

This MASTER SERVICES AND SAAS LICENSE AGREEMENT (the “Agreement”) is made and entered into as of [_____, ____], 2025 (the “Effective Date”) by and among Exigyn, LLC, a limited liability company organized under the laws of the State of [Delaware] (“Exigyn”), and [_____, _____], a [_____, _____], with an address at [_____, _____] (the “Client”).

WHEREAS, Exigyn is a provider of a cloud-based biotech FP&A and operations platform that assists life sciences companies with financial planning, budgeting, forecasting, clinical trial finance, and operational analytics (the “Software”), which it makes available on a software as a service (“SaaS”) basis via start.exigyn.com, and desires to provide the SaaS Services (as defined herein) in connection with the Client’s financial planning and operations process; and

WHEREAS the Client desires to license such software as a service from Exigyn for use in connection with its biotech financial planning and operations, and Exigyn desires to grant a license to such software as a service pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth below, the parties hereby agree as follows:

1. License Grant

Subject to the terms and conditions of this Agreement, Exigyn hereby grants to the Client during the Term of this Agreement a limited, non-exclusive, non-sublicensable and non-transferable (except as permitted in Section 15) license for its employees and Permitted Contractors to (a) access and use the Software solely in connection with the Client’s internal biotech financial planning and operations activities as set forth in a Work Order as defined in Section 3, (b) use associated documentation provided by Exigyn (“Documentation”) in order to use the Software pursuant to this Agreement, and (c) access and use any additional services provided by Exigyn related to implementation, support and operation of the Software for remote access and use by the Client if and to the extent described in an executed Work Order (“SaaS Services”). The Client may permit contractors (each, a “Permitted Contractor”) to access and use the Software solely on behalf of the Client; provided that Client (i) shall ensure that each Permitted Contractor complies with the terms of this Agreement and (ii) shall be responsible for, and be liable to Exigyn for, each Permitted Contractor’s acts or omissions in accessing and using the Software under this Agreement.

2. License Restrictions

Except as this Agreement expressly permits, the Client shall not, and shall not permit any other person to: (a) copy the Software, in whole or in part; (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation to any third party; (d) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the formula or operational code of the Software, in whole or in part; (e) knowingly use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (f) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing product or service; or (iii) any other purpose that is intended to be to Exigyn's detriment or commercial disadvantage.

3. SaaS Services

In connection with the license grant in Section 1, Exigyn shall provide the SaaS Services (including related support) for the Client. The addition of services or modules to this Agreement shall be separately negotiated and executed in writing in a Work Order. Each Work Order shall incorporate and be subject to all of the terms and conditions of this Agreement. To the extent any terms or provisions of a Work Order conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except where this Agreement expressly permits the terms and provisions of Work Orders to prevail.

4. Intellectual Property Rights

Background. All right, title and interest in and to the Software and Documentation, including any and all updates and improvements thereto, and all intellectual property rights therein shall at all times remain with Exigyn. Except as expressly provided herein, nothing in this Agreement will be construed to confer any ownership, interest, license or other rights upon the Client by implication or estoppel.

Client Data. All right, title and interest in and to all data or information provided by or uploaded on behalf of Client to the Software or SaaS Services ("Client Data") shall at all times remain with the Client. Anonymous and aggregated data may be used by Exigyn for product improvement and benchmarking purposes in non-attributed form that does not identify the Client.

5. Annual Subscription and Services Fees

In consideration of the rights and services granted hereunder, the Client shall pay to Exigyn (i) an annual subscription fee (the “Annual Subscription Fee”) and (ii) professional service fees (the “Services Fees”) as set forth in the applicable Work Order. Any portion of the fees that is not paid when due will accrue interest at 1.5% per month or the maximum rate permitted by applicable law, whichever is less. If Client’s failure to pay any fees due continues for sixty (60) days following written notice thereof, Exigyn may suspend or terminate Client’s access to the Software.

6. Support and Service Level Agreements (SLAs)

Exigyn will also provide support to the Client in respect of use of the Software and SaaS Services, pursuant to the terms set forth in the SLA addendum to this Agreement. Reference Exigyn’s Support and Service Level Agreements (SLAs) for more information.

7. Infringement of Third Party Rights

To Exigyn’s knowledge, neither the Software, SaaS Services, nor the Documentation shall infringe or misappropriate the intellectual property rights of any third party.

8. Confidentiality

Confidential Information. The parties acknowledge that confidential information may be exchanged between the parties during the course of this Agreement. “Confidential Information” shall mean all technological or business information regarding the business of the parties. Client’s information entered into the Software and all Client Data shall be the Confidential Information of the Client. All information regarding the Software and Documentation and the operation thereof shall be deemed the Confidential Information of Exigyn. The commercial terms of this Agreement shall be deemed the Confidential Information of each party.

Protection of Confidential Information. The receiving party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement; (b) not disclose or permit access to Confidential Information other than to its employees, officers, consultants, agents, and legal advisors who need to know such Confidential Information and are bound by written confidentiality

obligations at least as protective as the terms set forth herein; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and (d) promptly notify the disclosing party of any unauthorized use or disclosure.

9. Compliance with U.S. Data Privacy Laws

Reference Exigyn's Compliance with U.S. Data Privacy Laws addendum for more information.

10. Data Processing and Compliance with European Data Protection Laws

Reference Exigyn's Data Processing and Compliance with European Data Protection Laws addendum for more information.

11. Client Representations

The Client represents and warrants that: (i) it has all necessary rights to provide Client Data to Exigyn for purposes of providing the SaaS Services and as otherwise set forth in this Agreement; and (ii) in the context of this Agreement, it is not acting as a "covered entity" or "business associate," as such terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended.

12. Limitations of Liability

REGARDLESS OF ANY OTHER PROVISIONS IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, EXIGYN DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ATTORNEY AND EXPERT FEES, AND COURT COSTS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OR USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE SAAS SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF CONTENT, OR INTERRUPTION OR LOSS OF USE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

EXIGYN'S MAXIMUM LIABILITY SHALL NOT EXCEED THE FEES PAID BY THE CLIENT UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

13. Warranty; Disclaimer

(a) Each Party warrants and represents that it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder, and that its performance shall comply with all applicable laws, rules and regulations.

(b) Exigyn warrants that the Software shall operate in material accordance with the Documentation. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS-IS" AND EXIGYN EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

14. Term and Termination

The term of this Agreement shall commence as of the Effective Date and shall continue for one (1) year unless earlier terminated pursuant to this Section 14, automatically renewing for successive one (1) year terms unless either party gives the other party written notice of non-renewal at least thirty (30) days prior to expiration. Either party may immediately terminate this Agreement upon the occurrence of a material breach and the failure of the breaching party to remedy such breach within thirty (30) days after receiving written notice thereof.

15. Assignment

Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that Exigyn may assign this Agreement, without the Client's prior written consent, to Exigyn's successor in interest by way of merger, acquisition, or sale of all or substantially all of its business or assets. Any assignment in violation of the foregoing shall be void.

16. Public Announcements and Marketing

Reference Exigyn's Public Announcements and Marketing addendum for more information.

17. Indemnification

Exigyn Indemnification. Exigyn shall defend the Client from and against any third party claims, and indemnify and hold harmless the Client from any damages arising therefrom in connection with: (a) an allegation that the Client's permitted use of the SaaS Services or the Software infringes an intellectual property right of such third party; or (b) a breach by Exigyn of its obligations under this Agreement.

Client Indemnification. The Client shall defend Exigyn from and against any third party claims, and indemnify and hold harmless Exigyn from any damages arising therefrom in connection with: (a) any allegation that any intellectual property rights of any person are or will be infringed by any Client Data; (b) use of the Software by or on behalf of the Client outside the purpose, scope or manner of use authorized by this Agreement; or (c) the Client's breach of its representations and/or warranties under this Agreement.

18. Infrastructure and Hosting

Reference Exigyn's Infrastructure and Hosting addendum for more information on the cloud infrastructure used to deliver the SaaS Services.

19. Information Security Standards

Exigyn shall maintain adequate information security standards and controls sufficient for protection of the Software and the Client Data. Reference Exigyn's Information Security Controls and Technical and Organizational Measures addendum for more information.

20. Force Majeure

In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term herein, when and to the extent such failure or delay is caused by any circumstances beyond that party's reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, national

or regional emergency, strikes, labor stoppages or slowdowns, passage of law or any action taken by a governmental or public authority, or national or regional shortage of adequate power or telecommunications or transportation.

21. Relationship of Parties

This Agreement shall not be construed to create any relationship of employment, association, agency, partnership or joint venture between Exigyn and the Client, nor shall it be construed to create any relationship other than that of independent contractor between Exigyn and the Client.

22. Notices

If to Exigyn: Exigyn, LLC Foster City, CA Email: support@exigyn.com

If to Client: [_____] / Email: [_____] / Attention: [_____]

23. Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, USA, without regard to its conflicts of law provisions.

24. Miscellaneous

This document together with its exhibits and Work Orders constitutes the entire and sole agreement and understanding between the parties hereto with respect to the subject matter hereof. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EXIGYN, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT: [_____]

By: _____

Name: _____

Title: _____

Date: _____