AGENA.AI MODELLER – SOFTWARE LICENSE AGREEMENT

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE USING AGENA.AI MODELLER AND AGENA.AI MODELLER API ("LICENSED SOFTWARE").

BY INSTALLING OR USING THE LICENSED SOFTWARE FROM AGENA LIMITED ("AGENA"), THE INDIVIDUAL IF ACTING ON BEHALF OF THEMSELVES ("INDIVIDUAL CUSTOMER") OR THE INDIVIDUAL WHO IS ACTING ON BEHALF OF A COMPANY, EDUCATIONAL OR NONPROFIT INSTITUTION, GOVERNMENTAL AGENCY, OR OTHER LEGAL ENTITY ("ENTITY CUSTOMER"), THE INDIVIDUAL CUSTOMER AND ENTITY CUSTOMER (TOGETHER ARE "CUSTOMER") IS AGREEING TO BE BOUND BY THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT").

THIS IS A LEGAL AND ENFORCEABLE CONTRACT AND BY CLICKING THE "ACCEPT" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONCIALLY, OR LOADING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE "EFFECTIVE DATE" FOR THIS AGREEMENT IS THE DAY THE CUSTOMER RECEIVES THE "ACTIVATION KEY" FROM AGENA.

IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT INSTALL, COPY, OR USE THE LICENSED SOFTWARE.

This Agreement was last updated on 16 July 2025.

1. Definitions

For purposes of this Agreement, the following terms will have the respective meanings indicated below:

- "Activation Key" means a set of unique characters for a specific copy of the Licensed Software issued by Agena to Customer.

- "Agena" means Agena Limited, a company registered in England and Wales, registration number 3459875 and registered at 11 Main Street Caldecote Cambridge CB23 7NU United Kingdom.

- "Agena.ai Cloud Service" means a computational cloud API that executes models developed using the Licensed Software and a design environment to create and deploy Web Apps. The use of the Agena.ai Cloud Service is governed by the Agena.ai Cloud Service Terms of Service.

- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

- "API" means application programming interface.

- "Authorised User" means an Individual Customer or employee or registered student of Entity Customer or its Affiliates who is authorised by Entity Customer to use the Licensed Software, for whom Entity Customer has purchased the Licensed Software. Entity Customer is responsible for maintaining a list of Authorised Users and agrees to disclose to Agena the list of Authorised Users within three working days of Agena requesting the list.

- "Concurrent Authorised User Sessions" means Authorised Users who use the Licensed Software at the same time in accordance with the terms of this Agreement.

- "Documentation" means the user manuals and supporting documentation in electronic form provided with the Licensed Software under this Agreement.

- "General-purpose computer system environment" means a computing environment designed for everyday tasks and user applications and excludes any server environment, even when the server environment is installed on top of a general-purpose computer system environment.

- "License Fee" means the applicable fee for the Licensed Software.

- "License Period" means a time-limited term to use the Licensed Software.

- "Licensed Software" means Agena.ai Modeller and/or Agena.ai Modeller API software licensed to Customer under the terms of this Agreement, including any Updates and Upgrades thereto, and access to the Agena.ai Cloud Service.

- "Model Build Allowance" means the size and scale of models supported in the Licensed Software as identified in the Sales Invoice.

- "MUMM" means a Multi User Multi Machine, where the Licensed Software can be installed on more than one Customer machine providing that the number of installations does not exceed the total number of Authorised Users as identified in the Sales Invoice.

- "Sales Invoice" means an invoicing document or online invoice specifying the Licensed Software provided hereunder to Customer by Agena or any of their Affiliates, including any addenda and supplements thereto, and which lists the Licensed Software ordered by Customer, the License Fee payable for such Licensed Software, the License Period, the total number of Authorised Users, the Model Build Allowance and any additional terms and conditions agreed to by the parties.

- "SUSM" means a Single User Single Machine, where the Licensed Software can be installed on a single Customer machine and used by a single named Individual Customer / Authorised User only.

- "Update" means a revision to the Licensed Software or patch that improves the functionality of the Licensed Software, and may contain new features or enhancements, which is not an Upgrade.

- "Upgrade" means a subsequent version of the Licensed Software that Agena designates as a new release and makes generally commercially available.

2. Activation Key, License Grants and Ownership

2.1 Activation Key

Agena shall issue Customer an Activation Key via email that sets forth the specific Licensed Software, the License Period associated with the Licensed Software, and, if applicable, the specific number of Concurrent Authorised User Sessions for Entity Customers. The Activation Key associated with the Licensed Software is hereby incorporated by reference into this Agreement. Certain of the licenses in Section 2.2 (b), Section 2.2(c), Section 2.2(d) and Section 2.2(e) permit use by Authorised Users of Entity Customer and Entity Customer is responsible for compliance of all such Authorised Users with

the Agreement and shall be liable for the breach of the terms of this Agreement by such Authorised Users.

2.2 Licenses

(a) SUSM License Grant. This Section 2.2 (a) applies only to a Customer whose Activation Key issued by Agena specifies the license type as "SUSM". Subject to the terms and conditions of this Agreement, Agena grants to Customer a non-assignable, non-transferable license, without the right to sublicense, to use the Licensed Software, solely for Customer's business, research, or educational purposes, and solely by the Authorised User, for the duration of the License Period as identified on the Sales Invoice.

(b) MUMM License Grant. This Section 2.2 (b) applies only to a Customer whose Activation Key issued by Agena specifies the license type as "MUMM". Subject to the terms and conditions of this Agreement, Agena grants to Customer a non-assignable, non-transferable license, without the right to sublicense, to use the Licensed Software, solely for Customer's business, research, or educational purposes, and by the total number of Authorised Users for the duration of the License Period as identified in the Sales Invoice.

(c) Academic SUSM License Grant. This Section 2.2 (c) applies only to a Customer who has purchased the Licensed Software on the discounted terms of Agena's applicable Educational list price and whose License issued by Agena specifies the license type as "Academic SUSM License". Subject to the terms and conditions of this Agreement, Agena grants to Customer a non-assignable, non-transferable license, without the right to sublicense, to use the Licensed Software, solely for Customer's educational or research purposes, and solely by the Authorised User, for the duration of the License Period as identified on the Sales Invoice. Customer warrants and represents to Agena as a condition of the Academic SUSM License that: (i) (if Customer is a natural person) they are either a part-time / full-time student, or a teacher / professor / research assistant at an accredited higher educational institution ("AHEI") at the time of purchase and will not use the Licensed Software for any commercial or for-profit purposes; and, (ii) (if Customer is not a natural person) it is an AHEI that will not use the Licensed Software for any commercial or for-profit purposes.

(d) Academic Floating License Grant. This Section 2.2 (d) applies only to a Customer who has purchased the Licensed Software on the discounted terms of Agena's applicable Educational list price and whose License issued by Agena specifies the license type as "Academic Floating License". Subject to the terms and conditions of this Agreement, Agena grants to Customer a non-assignable, non-transferable license, without the right to sublicense, to use the Licensed Software, solely for Customer's educational purposes, and solely by the Customer, for the duration of the License Period as identified in the Sales Invoice. Customer is authorised by Agena to install and use one copy of the Licensed Software on more than one machine, providing that the number of Concurrent Authorised User Sessions does not exceed the limits set out in the Activation Key. For a Floating license, each Authorised User is required to maintain a connection to the Internet in order that the License can be automatically and continually verified by the Agena server. Customer warrants and represents to Agena as a condition of the Academic License that: (i) (if Customer is a natural person) they are either a part-

time / full-time student, or a teacher / professor / research assistant at an accredited higher educational institution ("AHEI") at the time of purchase and will not use the Licensed Software for any commercial or for-profit purposes; and, (ii) (if Customer is not a natural person) it is an AHEI that will not use the Licensed Software for any commercial or for-profit purposes. **FOR THE AVOIDANCE OF DOUBT THE TERMS AND CONDITIONS OF THIS SECTION ARE IN ADDITION TO THE TERMS AND CONDITIONS OF THE RELEVANT LICENSED SOFTWARE PURCHASED AS SET OUT IN SECTIONS 2.2(a) AND 2.2 (c).**

(e) Trial License Grant. This Section 2.2 (e) applies only to a Customer whose Activation Key issued by Agena specifies the license type as "Trial License". Subject to the terms and conditions of this Agreement, Agena grants to Customer a non-assignable, non-transferable license, without the right to sublicense, to use the Licensed Software, in object-code form only, solely for the duration of the Trial License Period. If the Licensed Software is identified as Trial License, Customer is not entitled to any support from Agena including Technical Support, Updates and Upgrades. Nor does Agena offer any warranties relating to the Licensed Software.

2.3 Documentation License

Subject to the terms and conditions of this Agreement, Agena grants to Customer a non-assignable, non-transferable license, without the right to sublicense, to use the Documentation in connection with Customer's authorised use of the Licensed Software. Customer may not reproduce or distribute the Documentation in any manner, whether physically or electronically, without the express written permission of Agena. Entity Customer may make the Documentation available on any private network administered by the Entity Customer.

2.4 Activation Keys and Licenses

For SUSM licenses Agena shall issue to Customer an Activation Key for each copy of the Licensed Software purchased. Customer is entirely responsible for any and all activities that occur under Customer's account and all charges incurred from use of the copy of the Licensed Software assigned by Activation Key to Customer. The Licensed Software shall be deemed accepted upon the delivery of the Activation Key to Customer by Agena.

For MUMM licenses, Agena shall issue to Customer an Activation Key valid for the total number of Authorised Users as identified in the Sales Invoice. Customer is entirely responsible for any and all activities that occur under Customer's account and all charges incurred from use of the copy of the Licensed Software assigned to Customer. The Licensed Software shall be deemed accepted upon the delivery of the Activation Key to Customer by Agena.

For Academic Floating licenses, Agena shall issue to Customer an Activation Key valid for any number of Concurrent Authorised User Sessions up to a specified limit. Customer is entirely responsible for any and all activities that occur under Customer's account and all charges incurred from use of the copy of the Licensed Software assigned to Customer. The Licensed Software shall be deemed accepted upon the delivery of the Activation Key to Customer by Agena.

2.5 Restrictions

Customer shall not, nor permit any person (including any Authorised User) to: (i) reverse engineer, reverse compile, decrypt, disassemble, or otherwise attempt to derive the source code of the Licensed

Software (except to the extent that this restriction is expressly prohibited by law); (ii) modify, translate, or create derivative works of the Licensed Software; (iii) sublicense, resell, rent, lease, distribute, market, commercialise, or otherwise transfer rights or usage to the Licensed Software (except as expressly permitted under this Agreement); (iv) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Licensed Software, or any portion thereof; (v) transfer, use, or export the Licensed Software in violation of any applicable laws, rules, or regulations of any government or governmental agency; (vi) embed the Licensed Software in any third-party applications, unless otherwise authorised in writing in advance by an officer of Agena; or (vii) use the Licensed Software to run a server or a service that is ultimately accessible via a network.

FOR THE AVOIDANCE OF DOUBT USE OF THE LICENSED SOFTWARE IS RESTRICTED TO A GENERAL-PURPOSE COMPUTER SYSTEM ENVIRONMENT AND A SUSM USE CASE.

2.6 Ownership

The Licensed Software and Documentation contain copyrighted material and other proprietary material and information of Agena and/or its licensors. Agena and/or its licensors shall retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Software and Documentation. Customer will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Licensed Software or documentation, or any component thereof.

3. Technical Support, Updates and Upgrades

3.1 Technical Support

Customer will receive free Technical Support via email during the License Period. Technical support is provided to Customer for Licensed Software installation, resolving Licensed Software errors and assisting with Licensed Software operation. Technical Support covers an unlimited number of incidents during the License Period and Agena guarantees three working days technical support response time. Technical support is not for building Bayesian models from scratch, model de-bugging, or Agena.ai training. These services may be obtained separately from Agena.

3.2 Updates

If applicable, Customer will also receive free Licensed Software maintenance updates including bug fixes or minor product enhancements during the License Period. Customer agrees to keep the Licensed Software updated to the latest version during the License Period.

3.3 Upgrades

If applicable, Customer will also receive free automatic full version upgrades during the License Period. Any new major releases of the Software will be available at no charge during the License Period. Unless otherwise agreed with Agena, Customer agrees to keep the Licensed Software updated to the latest version during the License Period.

FOR THE AVOIDANCE OF DOUBT IF YOU FAIL TO KEEP THE LICENSED SOFTWARE UPDATED TO THE LATEST VERSION DURING THE LICENSE PERIOD, UNLESS OTHERWISE AGREED WITH AGENA, YOU WILL NO LONGER BE ABLE TO ACCESS THE TECHNICAL SUPPORT DESCRIBED IN SECTION 3.1.

4. Limited Warranty

Agena warrants for a period of sixty (60) days from the date of your acceptance of this Agreement (the "Performance Warranty Period") that (i) the Licensed Software, under normal, proper and intended usage, will operate substantially in accordance with the functional specifications in the Documentation, and (ii) that at the time of installation of the Licensed Software, the Licensed Software does not contain any viruses. To be eligible for a remedy under this Performance Warranty, at law or in equity, you must report all warranted problems to Agena in writing to support@agena.ai within the Performance Warranty Period. Your sole remedy in the event of a breach of this warranty will be that Agena will replace the Licensed Software within the warranty period or refund the money you paid for the Licensed Software. Agena does not warrant that the Licensed Software will meet your requirements or that operation of the Licensed Software will be uninterrupted or that the Licensed Software will be error-free.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

5. Disclaimer of Damages

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL AGENA OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED SOFTWARE EVEN IF

AGENA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO CASE SHALL AGENA'S OR ITS LICENSORS' LIABILITY EXCEED THE PURCHASE PRICE FOR THE LICENSED SOFTWARE.

The disclaimers and limitations set forth above will apply regardless of whether you accept the terms of this Agreement.

6. Term and Termination

6.1 Term

This Agreement will commence on the Effective Date and shall continue until the earlier to occur of the expiration of the License Period or the termination of this Agreement as set forth below. In the case of additional Concurrent Authorised User Sessions which are authorised and added after the initial License Fee payment, the term of their usage of the Licensed Software shall be coterminous with the pre-existing then-current term.

FOR THE AVOIDANCE OF DOUBT IF YOU FAIL TO RENEW THIS AGREEMENT AT THE END OF THE LICENSE PERIOD, YOU WILL NO LONGER BE ABLE TO ACCESS THE LICENSED SOFTWARE AND RECEIVE ANY OF THE BENEFITS HEREIN FOLLOWING ITS EXPIRY.

6.2 Termination

Agena may terminate this Agreement immediately without notice if Customer breaches any term of this Agreement, including, without limitation, breaching the scope of the license granted.

6.3 Effect of Expiration or Termination

Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Customer pursuant to this Agreement shall automatically and immediately terminate and (ii) Customer shall immediately cease using the Licensed Software. In addition, upon expiration of the License Period, the Activation Key will expire and the Licensed Software will cease to function. Sections 2.5, 2.6, 4, 5, 6.3 and 7 of this Agreement shall survive any expiration or termination of this Agreement.

7. General

7.1 Governing Law

The laws of England and Wales will govern this Agreement. The Agreement is the entire agreement between Customer and Agena relating to the Licensed Software and (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement or similar communications between the parties.

7.2 Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices to Agena will be provided via email to support@agena.ai. All notices to Customer will be provided via email to the relevant contact(s) Customer designates when ordering the Licensed Software.