

Caris Life Sciences

Molecular Profiling Terms of Service

These Molecular Profiling Terms of Service (“Terms”) apply to your requests for molecular profiling and other laboratory testing services (“Profiling”) performed by Caris MPI, Inc. dba Caris Life Sciences (“Caris,” “we,” “our,” or “us”) and your use of the Caris MI Portal™ (“MI Portal,” and together with Profiling, the “Services”).

Please read these Terms carefully. By clicking “I accept”, “I agree”, or similar when the option is presented to you, or by placing an order for Profiling or accessing the MI Portal, you agree to these Terms. If you request Profiling or access the MI Portal on behalf of your employer, company, or organization (your “Organization”), references to “you” and “your” refer to both you as an individual and your Organization, and you represent and warrant that you have the authority to accept these Terms on behalf of the Organization.

If there is any conflict between these Terms and a separate executed written agreement between you and us relating to the Services, that separate executed agreement will control with respect to such conflict.

These Terms require resolution of disputes through mandatory binding arbitration.

1. General Provisions

Changes to these Terms. We may change these Terms at any time in our sole discretion. We will use reasonable means to inform you of any changes to these Terms, including by posting the updated Terms on the MI Portal. Any changes will be effective immediately upon posting, and by receiving and using the Services, including by requesting Profiling or using the MI Portal, after we update these Terms, you agree that your receipt and use of the Services will be subject to such updated Terms.

Privacy. For details about how we collect, use, and disclose personal data, please review our privacy policies available at www.carislifesciences.com/privacy-website-policies.

Compliance with Law; Representations and Warranties. You agree to comply with all applicable laws, including in connection with your requests for or use of the Services, your access, receipt, and use of Reports (defined below), and your collection and disclosure to us of any Clinical Data. You represent and warrant that you have obtained any and all rights, licenses, consents, authorizations, approvals, or other permissions, including from any governmental authority or patient, that are required to request Profiling, for the collection, shipping, handling, importing, exporting, or other carriage of any sample submitted for Profiling, or for the collection and disclosure of any Clinical Data for Profiling that you request. In addition, if you request Profiling, you represent and warrant that you are either a licensed physician or a licensed non-physician practitioner operating within the scope of your authority under applicable law, and that Profiling is medically necessary in your professional judgment.

Communication Preferences. By providing your phone number and email address to us, you consent to receive electronic communications from us (e.g., via email to the email address you provide, text message to a mobile phone number you provide, or by posting notices to the MI Portal). These communications may include operational notices about your account (e.g., password changes and other transactional

information) and are part of your relationship with us. You may incur data, call-time or messaging charges from your communication providers in connection with communications from us. You may opt-out of text messages by following the instructions in the text message.

Electronic Notices and Signatures. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing, and you consent and agree that your use of your finger, a keypad, mouse, or other device to select an item, button, icon, or similar act while using the Services, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures, or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing. You should maintain copies of electronic communications from us by printing a paper copy, saving an electronic copy, or both. Further, you agree that no certification authority or other third-party verification is necessary to establish the validity of your electronic signature, and that the lack of such certification or third-party verification will not affect the enforceability of your signature or any resulting contract between you and us.

Contact Us. If you have any questions concerning these Terms, please contact us at CorpComm@CarisLS.com.

2. Caris Molecular Profiling

Profiling Menu. For the most up-to-date listing of biomarkers that will be analyzed during Profiling, please visit www.carislifesciences.com/profiling-menu.

Laboratory Accreditations and Licenses. For information about our laboratory accreditations and licenses, please visit www.carislifesciences.com/about/laboratory-accreditations-licenses.

Profiling Requests. You may request Profiling for your patients by submitting (1) a completed tumor profiling requisition form (“Requisition”), (2) a biological sample from the patient that meets our sample guidelines, and (3) the pathology report and other patient billing or clinical data or information identified on the Requisition or that we otherwise reasonably request in accordance with applicable law (“Clinical Data”).

Sample Preparation and Submission. You are responsible for ensuring that the samples you submit for Profiling meet our sample guidelines and are packaged and shipped to us in accordance with our instructions and all applicable laws. Upon request, we will provide you with sample collection kits to assist you with collecting, processing, and shipping samples to us (“Collection Kits”). We own the Collection Kits, and you may use them solely for the collection and submission of samples to us for Profiling. If in the future you decide to stop requesting Profiling from us, you agree to return all unused Collection Kits in your possession.

Nonconforming Samples and Requisitions. We are not obligated to perform Profiling on samples that do not meet our sample guidelines or for Requisitions that otherwise do not meet our requirements. If you submit a nonconforming sample or Requisition, we will use reasonable efforts to notify you.

Profiling and Report Delivery. Upon receipt of a completed Requisition, a biological sample that meets our sample guidelines and requirements for associated Clinical Data, and any other documents, materials, or information we reasonably request, we will use reasonable efforts to perform the Profiling and provide

you with a report in English that summarizes the Profiling results (“Report”) consistent with our standard practice for reporting clinical laboratory testing results. We will deliver Reports through the MI Portal or, upon mutual agreement, through secure email or other means. We may, but are not obligated to, translate the report into another language upon request and for an additional fee. The results and information contained within the Report are current as of the date the Report was signed and are subject to any notes, explanations, limitations, and disclaimers included in the Report. We have no obligation to update Reports or send notification regarding reclassification of genomic alterations.

Your Use of Reports. Any decisions related to patient care, including treatment choices, should be based on the independent judgment of the treating physician and should take into account all information related to the patient, including without limitation, the patient and family history, direct physical examination and other tests. You are solely responsible for medical care provided or not provided to your patients. You agree that: (1) we do not recommend, endorse, or make any representation about the efficacy or appropriateness of any therapy, procedure, or treatment described in any Report or other information we provide to you; (2) Reports and other information we provide to you will be reviewed by the treating physician who is responsible for decisions regarding patient care; and (3) you are solely responsible for your use of Reports and other information we provide to you. You are prohibited from modifying any Reports or any results, notes, explanations, limitations, or disclaimers contained in a Report, and from altering or removing any trademarks or proprietary notices contained in or on a Report.

Sample and Data Retention. We may retain, use, and share any residual sample material remaining after the completion of Profiling and any associated Clinical Data or data generated through the performance of the Profiling for any purpose in accordance with our laboratory practices and applicable laws, including for activities relating to regulatory compliance, reimbursement, quality assurance or improvement, operational activities, validation studies, research, product development, or for publications (collectively, the “Caris Uses”). To the extent necessary or required with respect to Clinical Data, you hereby grant to us a non-exclusive, perpetual, irrevocable, fully paid up, royalty-free, transferable, sublicensable, worldwide right and license to copy, store, modify, compile, decompile, aggregate, create derivative works of, and otherwise use and disclose Clinical Data for the Caris Uses.

Medicare Patient Billing. If you order Profiling for a Medicare patient and Medicare rules require us to bill your organization as opposed to Medicare directly (e.g., because the date on the associated Requisition is within 14 days of discharge from an inpatient admission at your Organization), we will invoice you for (1) the molecular portion of Profiling at the rates set forth in the Medicare clinical laboratory fee schedule, and (2) the technical component of the non-molecular portion of Profiling at the rates set forth the Medicare physician fee schedule. You agree to pay the fees set forth on an invoice within 30 days of receipt.

3. MI Portal

Access and Use of the MI Portal. The MI Portal is available solely for use by health care providers who request Profiling from us. Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable right to access and use the MI Portal solely for your internal business use and only as permitted under these Terms. You are responsible for maintaining the confidentiality of all Reports and other information you access or download from the MI Platform in accordance with applicable law.

Account Registration and Security. You will need an account to access the MI Portal. You must provide current, complete, and accurate information when creating your account or working with us to create your account, and you must promptly update this information if it changes. You agree to keep your username and password confidential. You may not transfer or share your password with anyone or create more than one account. You may not use anyone else's account at any time. You are responsible for changing your password promptly if you think it has been compromised. You also agree to immediately notify us of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the MI Portal by emailing us at CustomerSupport@CarisLS.com. You are responsible for all activities that occur under your account. We may take any and all actions we deem necessary or reasonable to maintain the security of the MI Portal.

Restrictions. You will not, directly or indirectly, and will not authorize any other person or third party to: (1) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, structure, algorithms, or associated know-how of, the MI Portal, or reconstruct, or discover, any hidden or non-public elements of the MI Portal; (2) translate, adapt, or modify the MI Portal; (3) write or develop any program based in whole or in part upon the MI Portal, or otherwise use the MI Portal in any manner for the purpose of developing, distributing or making accessible products or services that compete with any MI Portal; (4) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the MI Portal; (5) export, sell or distribute any content or portion of the MI Portal or use the MI Portal for the benefit of any third parties; (6) transmit unlawful, infringing, harmful, or otherwise objectionable (as determined by us) information, data, or code either to or from the MI Portal; (7) alter or remove any trademarks or proprietary notices contained in or on the MI Portal; (8) circumvent or otherwise interfere with any authentication or security measures of the MI Portal or otherwise interfere with or disrupt the integrity or performance of any of the foregoing; (9) impersonate, or misrepresent your affiliation with, any person or entity; or (10) otherwise use the MI Portal except as expressly permitted hereunder. You acknowledge that we may, but are not obligated to, monitor your use of the MI Portal.

No Business Associate Services. You acknowledge that we are a "covered entity" under the Health Insurance Portability and Accountability Act, as amended ("HIPAA") and agree that by providing the MI Portal or access to Reports in the MI Portal, or permitting you to submit information through the MI Portal, including Requisitions, medical records regarding your patients, or other Clinical Data, we are not acting on your behalf as a business associate or subcontractor within the meaning of HIPAA.

Third-Party Sites. The MI Portal may include links to third-party websites or resources (collectively, "**Third-Party Sites**"). We are not responsible or liable for the availability or accuracy of, and we do not endorse, sponsor, or recommend, any Third-Party Sites or the content, products, or services on or available from any Third-Party Sites. Your use of Third-Party Sites is at your own risk, and neither we nor any of our affiliates will be liable for any of losses arising out of or relating to Third-Party Sites.

4. Confidentiality Obligations and Proprietary Rights

Confidentiality. "Confidential Information" means any non-public proprietary information you receive from us or a third party on our behalf, including, without limitation, information regarding our technology, software, algorithms, formulas, data, databases, analysis, insights, pricing or other financial data, suppliers or contractors, or customers, whether written or oral, that is marked or identified at the time of disclosure as confidential or proprietary or that is of such a nature that would be understood by a reasonable person to be confidential or proprietary. You agree to protect Confidential Information using the same measures you use to protect your own confidential information of a similar nature, but in no case less than

reasonable measures. You agree not to use any Confidential Information except as necessary to perform your obligations under these Terms, or to disclose, or permit to be disclosed, directly or indirectly, any Confidential Information without our consent. If you become legally compelled to disclose Confidential Information, you agree to promptly notify us unless prohibited by applicable law and reasonably cooperate with us if we seek a protective order or other confidential treatment for such Confidential Information.

Caris Proprietary Rights. As between you and us, we own and retain all rights, title, and interest in and to the Services, including all data, technology, software, algorithms, formulas, user interfaces, trade secrets, techniques, designs, inventions, works of authorship, know-how, and other tangible and intangible material and information, including the copy of Clinical Data and any other information submitted to, contained in, or accessible through the Services, and all intellectual property rights therein or pertaining thereto. Nothing in this Agreement precludes or restricts us from future use or exploitation of any concepts, ideas, techniques, or know-how related to the Services or otherwise arising in connection with our performance under these Terms. Other than as expressly set forth in these Terms, you are not granted any licenses or other rights in or to the Services and all such rights are hereby expressly reserved.

Other Proprietary Rights. Certain content in each Report may be licensed from third parties and is made available under the terms and conditions of such license. You agree to abide by any such terms and conditions presented to you, including any terms and conditions contained in a Report. Without limiting the generality of the foregoing, Reports may contain references to the NCCN Guidelines[®] provided by the National Comprehensive Cancer Network (NCCN). The NCCN Guidelines[®] and other content provided by NCCN are works in progress that may be refined as often as new significant data becomes available. They are statements of consensus of its authors regarding their views of currently accepted approaches to treatment. Any clinician seeking to apply or consult any NCCN Guidelines[®] or other NCCN Content is expected to use independent medical judgment in the context of individual clinical circumstances to determine any patient's care or treatment. THE NATIONAL COMPREHENSIVE CANCER NETWORK MAKES NO WARRANTIES OF ANY KIND WHATSOEVER REGARDING THEIR CONTENT, USE OR APPLICATION AND DISCLAIMS ANY RESPONSIBILITY FOR THEIR APPLICATION OR USE IN ANY WAY.

Feedback. You may, from time to time and in your discretion, provide suggestions for changes, modifications, or improvements to the Services ("Feedback"). You grant to us a perpetual, irrevocable, transferable, worldwide, royalty-free, fully paid up, sub-licensable right and license to create derivative works of, and otherwise use and fully exploit all Feedback for any lawful purpose without payment or other consideration to you.

5. Termination

You may stop using the Services at any time. We may terminate or suspend any of the rights granted by these Terms and your access to and use of the Services with or without prior notice for any reason and at any time, including for violation of these Terms. The following provisions, and any other provision that by its nature should survive termination, will survive the expiration or termination of these Terms for any reason whatsoever: Compliance with Law; Your Use of Reports; Sample Retention; Confidentiality Obligations and Proprietary Rights; Disclaimer; Limitation of Liability; Indemnification; Dispute Resolution and Arbitration; and Miscellaneous Terms.

6. Disclaimer

THE SERVICES, REPORTS, AND OTHER MATERIALS MADE AVAILABLE THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND OUR AFFILIATES, LICENSORS, AND SUPPLIERS, AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (“CARIS PARTIES”) MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, REPORTS, AND OTHER MATERIALS MADE AVAILABLE THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SERVICES, REPORTS, OR OTHER MATERIALS MADE AVAILABLE THROUGH THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE CARIS PARTIES BE LIABLE TO YOU OR TO ANY PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SERVICES OR ANY REPORTS OR OTHER MATERIALS MADE AVAILABLE THROUGH THE SERVICES, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES OR ANY REPORTS OR OTHER MATERIALS MADE AVAILABLE THROUGH THE SERVICES. THIS IS TRUE EVEN IF THE CARIS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT WILL THE CARIS PARTIES’ TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO US FOR PROFILING ORDERED UNDER THESE TERMS DURING THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

8. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Caris Parties from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys’ fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from: (1) your use of the Services, Reports, or other materials available through the Services, (2) your fraud, negligence, willful misconduct, or violation of law, or (3) your breach of these Terms. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without our prior written consent.

9. Dispute Resolution and Arbitration

Informal Resolution. Before filing a claim, you and we agree to try to resolve the dispute by contacting the other through the notice procedures in these Terms. If a dispute is not resolved within thirty days of notice, you or we may bring a formal proceeding.

Arbitration. You and we agree to resolve any claims relating to these Terms or the Services **through final and binding arbitration and not in court**, except as set forth below. This includes disputes arising out of or relating to the interpretation or application of this “Arbitration” subsection, including its scope, enforceability, revocability, or validity. **YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY.** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be held in Dallas County, Texas, or any other location you and we agree to in writing. The arbitrator may award relief only individually and only to the extent necessary to redress your or our individual claim(s); the arbitrator may not award relief on behalf of others or the general public. You and we are each responsible for our respective costs, including costs related to attorneys, experts, and witnesses.

Exception to Arbitration. Either you or we may bring a lawsuit in the federal or state courts of Dallas County, Texas, solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights without first engaging in the informal dispute notice process described above. Both you and we consent to venue and personal jurisdiction there.

NO CLASS ACTIONS. Class arbitrations, class actions, private attorney general actions and consolidation with other arbitrations are not allowed. **YOU MAY ONLY RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND WILL NOT BRING A CLAIM IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.**

Governing Law. These Terms and your use of the Services are governed by the laws of the State of Texas, without giving effect to conflict of laws principles.

Severability. If any part of this “Dispute Resolution and Arbitration” section is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration, this “Dispute Resolution and Arbitration” section will be unenforceable in its entirety. If you are found to have a non-waivable right to bring a particular claim or to request a particular form of relief that the arbitrator lacks authority to redress or award according to this “Dispute Resolution and Arbitration” section, then only that respective claim or request for relief may be brought in court, and you and we agree that litigation of any such claim or request for relief will be stayed pending the resolution of any individual claim(s) or request(s) for relief in arbitration.

10. Miscellaneous Terms

Notice. Notices must be sent via email, first class, or overnight courier and are deemed given when received. Notices to you may also be sent to the applicable account email address and are deemed given when sent. Notices to us must be sent to Legal Dept 750 West John Carpenter Freeway, Suite 800, Irving, Texas 75039.

No waiver. No waiver by us of any term or condition set forth in these Terms will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by us to assert a right or provision under these Terms will not constitute a waiver of such right or provision.

No agency relationship. Neither these Terms, nor any Services or materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.

No third-party beneficiaries. Except as expressly stated, no provisions of these Terms create any third-party beneficiary.

Force Majeure. We will not be liable to you for any delay or failure to perform under these Terms if the delay or failure is due to unforeseen events beyond our reasonable control, such as strikes, blockades, war, terrorism, riots, pandemics, disruption in labor markets or supply chains, or natural disasters.

Severability. Unenforceable provisions in these Terms will be modified only to the extent necessary to make them enforceable while continuing to reflect the intention of the provision, and the remaining provisions of these Terms will remain in full effect.

Assignment. You may not assign any of your rights under these Terms, and any such attempt will be null and void. We may assign these Terms, and our rights and obligations related to the Services, without consent in our sole discretion.

Headings. The heading references in these Term are for convenience only and do not limit or affect any of the provisions hereof.

Entire Agreement. This is the entire agreement between you and us relating to the Services and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between you and us with respect to said subject matter, excluding any other agreements that we have executed with your Organization.