

Paige.AI
EVALUATION AGREEMENT

This Evaluation Agreement (the “**Agreement**”) is made and entered into as of #[EFFECTIVE_DATE]# (the “**Effective Date**”) by and between PAIGE.AI, Inc., a Delaware corporation, with offices at 11 Times Square, 37th Floor, New York 10036 (“**Paige**”) and #[CUSTOMER_NAME]# (“**Customer**”), with a mailing address at #[CUSTOMER_ADDRESS]#. Each of Paige and Customer shall be deemed a “Party” and collectively as the “Parties”. This Agreement will remain in effect for the duration of the Evaluation Period as specified below.

WHEREAS, Customer is interested in obtaining a license to the Paige Offering for the purpose of enabling Customer to evaluate the Subscription Services during the Evaluation Period.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the Parties hereto agree as follows:

1. DEFINITIONS.

1.1 “**Affiliate**” means any corporation or entity of either Party, which is owned or controlled by or under common control with a Party. For purposes of this definition, “**control**” shall mean the right to exercise directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the corporation or entity or the power to direct or cause the direction of the management or policies of the corporation or entity.

1.2 “**Applicable Law(s)**” means all federal, state and local laws, ordinances, rules, and regulations that apply to the Paige Offering or this Agreement regardless of jurisdiction, including but not limited to, the UK General Data Protection Regulation and the rules and regulations promulgated thereunder, as the same may be amended from time to time (“**UK GDPR**”).

1.3 “**Customer Data**” means digitized pathology slides uploaded to the Paige Platform by the Customer during the Evaluation Period that have been anonymized by the Customer via the methods set forth under the Applicable Law(s).

1.4 “**Customer System**” means Customer’s internal website(s), systems, servers and other equipment and software used in the conduct of its business.

1.5 “**Documentation**” means any proprietary user documentation made available to Customer by Paige for use with the Paige Platform, including any documentation available online or otherwise, as amended or updated by Paige from time to time in its discretion.

1.6 “**Evaluation Period**” means the term of the Evaluation Services as set forth in Section 10.1 and Exhibit A to this Agreement.

1.7 “**Evaluation Services**” means access to the sub-set of Subscription Services offered by means of the Paige Offering for the purpose of enabling Customer to evaluate the Subscription Services during the Evaluation Period.

1.8 “**Intellectual Property Rights**” shall mean all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

1.9 “**Paige Module**” or “**Paige Modules**” means one or more systems that can be applied to Customer Data in order to draw clinical or research insights from such data.

1.10 “**Paige Offering**” means the collective of the Paige Platform and the Paige Module(s).

1.11 **“Paige Platform”** means the Paige digital pathology ecosystem that supports the pathologist, providing digital slide visualization, storage, management and communication functionality. It is operated and hosted by Paige on Paige’s and its subcontractors’ servers, and made available via the Internet on a Software-as-a-Service (“SaaS”) basis, that interoperates with the Customer System, analyzes the Customer Data that is uploaded to the Paige Platform leveraging one or more Paige Modules and provides Results to Customer. As used herein, the term **“Paige Platform”** shall also include Documentation and all updates, bug fixes, error corrections or other minor enhancements, modifications and improvements to the Paige Platform or any portion or component thereof, made available to Customer by Paige. The Paige Platform supports the use of the Paige Modules.

1.12 **“Results”** means data, analyses, visualizations, and other output produced or generated by the Paige Platform based on Customer Data in connection with the Evaluation Services.

1.13 **“Subscription Services”** means those services offered by means of the Paige Offering. For the avoidance of doubt, Subscription Services do not include Support Services.

1.14 **“Support Services”** means Paige’s standard support and maintenance services to maintain and support the Paige Platform as in effect from time to time.

1.15 **“Third Party Software”** means certain software included as part of the Paige Platform, which is licensed from third parties, which may include open-source software subject to the provisions of the applicable open-source license(s).

1.16 **“Users”** means employees of Customer who are authorized by Customer to access and use the Paige Platform on Customer’s behalf.

2. **PAIGE PLATFORM.**

2.1 **Access and Use.** Subject to the terms and conditions of this Agreement, Paige hereby grants to Customer during the Evaluation Period solely, a limited, non-exclusive, non-transferable right for the Users to access and use the Evaluation Services via the Paige Platform in accordance with the Documentation, solely for Customer’s internal evaluation purposes and not for the benefit of any other person or entity and not for clinical use. For the avoidance of doubt, nothing in this Agreement limits Customer’s right to evaluate, purchase and/or use third party products that compete with the Paige Offering. Furthermore, the Parties agree that nothing in this Agreement obligates the Parties to enter into any further agreement for a full production, subscription license for the use of the Subscription Services via the Paige Platform.

2.2 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Paige Offering; (ii) modify, translate, or create derivative works based on any element of the Paige Offering or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Evaluation Services or the Paige Offering; (iv) use the Paige Offering for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (v) remove any proprietary notices from the Documentation; (vi) publish or disclose to third parties any evaluation of the Evaluation Services or the Paige Offering; (vii) use the Evaluation Services or the Paige Offering for any purpose other than its intended purpose under this Agreement; (viii) interfere with or disrupt the integrity or performance of the Evaluation Services or the Paige Offering; or (ix) attempt to gain unauthorized access to the Evaluation Services or the Paige Offering.

2.3 **Evaluation Schedule.** The Parties agree to the Evaluation Services Schedule, attached as Exhibit A hereto, which describes the Evaluation Services the Customer is evaluating under this Agreement during the Evaluation Period.

2.4 **Customer Data.** The Customer may upload a limited amount of Customer Data to the Paige Platform. To the extent Customer transfers any Customer Data to Paige to upload into the Paige Platform,

Customer, not Paige, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Customer Data, and Paige shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such Customer Data. Customer hereby grants to Paige a worldwide, non-exclusive, fully paid up, royalty-free license to reproduce, distribute, display and/or create derivative works of Customer Data in aggregate or non-aggregate form for the following purposes: (i) to perform and provide the Evaluation Services and the Paige Offering; (ii) to analyze, maintain, develop and improve the Paige Offering, Subscription Services, and/or to develop new Paige products or services; (iii) for research purposes; and (iv) for any other legal purpose. Subject to the rights granted to Paige hereunder, Customer retains all right, title or interest in Customer Data.

3. CUSTOMER OBLIGATIONS.

3.1 **Access Credentials.** Customer will cooperate with Paige to establish usernames and passwords for Customer's Users ("**Access Credentials**"). Customer acknowledges that such Access Credentials are a critical component for protection of the Paige Offering. Customer agrees to ensure that (a) each registrant as a User provides true, accurate, current and complete registration information, (b) any Users that cease to be employees of Customer are removed from the User list and their Access Credentials terminated, and (c) any loss of Access Credentials or unauthorized use of the Access Credentials, Paige Offering is immediately communicated to Paige. Customer agrees that it is responsible for all actions of its Users and all activities occurring using the Access Credentials.

3.2 **Hardware and Software.** Customer is responsible for (i) obtaining, deploying and maintaining the Customer System, and all other computer hardware, software, modems, routers and communications equipment necessary for Customer and its Users to access and use the Paige Platform via the Internet; (ii) contracting with third party ISP, telecommunications and other service providers to access and use the Paige Offering via the Internet; and (iii) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in this Agreement, Paige shall not be responsible for supplying any hardware, software or other equipment to Customer under this Agreement.

4. TRAINING AND SUPPORT SERVICES.

4.1 **Training.** Paige will provide reasonable training services for up to three (3) Users, which will include training in best practices.

4.2 **Support Services Performance and Evaluation Period.** Subject to the terms and conditions of this Agreement, Paige will use commercially reasonable efforts to provide the Support Services for the Paige Offering during the Evaluation Period. Certain enhancements to the Paige Offering made generally available at no cost to all subscribing customers during the applicable Evaluation Period will be made available to Customer at no additional charge. This Agreement will apply to, and the Paige Platform includes, any enhancements, updates, upgrades and new modules or offerings subsequently provided by Paige to Customer hereunder.

4.3 **Updates.** Paige shall provide core bug fixes for the Paige Platform, and as applicable, any Paige Module(s) which are made generally commercially available to its customers as part of the Support Services in the next chronological minor release of the Paige Platform or the applicable Paige Module.

4.4 **Exclusions.** Unless otherwise agreed in writing by the Parties, Paige will not be responsible for providing Support Services for: (i) any modifications to the Paige Offering made by, or for, Customer (other than by Paige, its Affiliates or subcontractors); (ii) defects in the Customer System or any other software or equipment not supplied by Paige; or (iii) defects resulting from the misuse, improper use or abuse of the Evaluation Services or the Paige Offering.

5. COOPERATION AND INTELLECTUAL PROPERTY RIGHTS.

5.1 **Communication.** Paige and Customer will communicate regularly (through phone, e-mail and in person) to work together to facilitate the activities contemplated in this Agreement.

5.2 **Cooperation.** Paige and Customer will cooperate from time to time to improve the Paige Offering.

5.3 **Intellectual Property Rights.** Each Party shall retain all rights, title and interest in Intellectual Property Rights it owns prior to the Effective Date and in any Intellectual Property Rights resulting from activities of such Party entirely outside the scope of this Agreement. Customer shall own all Customer Data, subject only to the license rights set forth herein. Customer acknowledges that the Paige Offering, all enhancements, modifications and improvements thereto, and all Intellectual Property Rights therein, are and shall be the sole and exclusive property of Paige and its licensors. Paige shall be under no obligation to disclose any of its algorithms, models or source code for its Paige Platform or any Paige Module.

6. REPRESENTATIONS AND WARRANTIES.

6.1 **Mutual Representations and Warranties.** Each Party represents, warrants and covenants to the other Party that: (a) such Party has the full power and authority to enter into this Agreement and to perform its obligations hereunder and to grant the licenses and options granted hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) such Party's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by such Party to any third party to keep any information or materials in confidence or in trust.

6.2 **Customer Representations and Warranties.** Customer represents, warrants and covenants to Paige that any Customer Data transferred to Paige have been anonymized by the Customer via the methods set forth under the Applicable Law(s).

6.3 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 6.3 ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, AND, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6.3. THE PAIGE PLATFORM IS PROVIDED ON AN AS-IS BASIS. CUSTOMER'S USE OF THE PAIGE PLATFORM IS AT ITS OWN RISK. PAIGE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

NO AGENT OF PAIGE IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF PAIGE AS SET FORTH HEREIN. PAIGE DOES NOT WARRANT THAT THE PAIGE PLATFORM IS OR WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PAIGE OFFERING (AS WITH TECHNOLOGY GENERALLY), MAY HAVE ERRORS (OR "BUGS") AND MAY ENCOUNTER UNEXPECTED TECHNICAL PROBLEMS. ACCORDINGLY, FROM TIME TO TIME, CUSTOMER MAY EXPERIENCE DOWNTIME AND ERRORS IN THE OPERATION, FUNCTIONALITY OR PERFORMANCE OF THE PAIGE OFFERING. ACCORDINGLY, CUSTOMER SHALL PUT IN PLACE REASONABLE INTERNAL PROCEDURES AND PROCESSES TO ENABLE IT TO MINIMIZE ANY INCONVENIENCE AND ANY ADVERSE IMPACT OF ANY SUCH DOWNTIME OR ERROR.

CUSTOMER AGREES AND ACKNOWLEDGES THAT THE PAIGE OFFERING SHOULD NOT REPLACE CLINICIAN JUDGMENT.

7. INDEMNIFICATION.

7.1 **Paige Indemnity.** Paige shall, subject to the terms and conditions set forth in this Agreement, (i) defend Customer from and against any and all third party claims, actions, suits, demands or proceeding brought against Customer (a "**Claim**") alleging that Customer's use of the Paige Offering in accordance with the terms of this Agreement infringes any United States copyright or United States patent issued as of the Effective Date, and (ii) indemnify and hold harmless Customer against any damages awarded to the third party bringing the Claim or any settlement amount approved by Paige in writing and paid to the third party bringing the Claim in order to settle the Claim. Paige's obligations under this Section are conditioned upon (i) Paige being promptly notified in writing of such Claim, (ii) Paige having the exclusive right to control the defense and/or settlement of the Claim, and (iii) Customer providing all reasonable assistance (at Paige's request and expense) in the defense of the Claim. In no event shall Customer settle any Claim without Paige's prior written approval. Customer may,

at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the Claim, subject to Paige's right to control the defense and settlement.

- i. **Mitigation.** In the event of any such third-party Claim or threat thereof, Paige, at its sole option and expense, may (i) procure for Customer the right to continue to use the allegedly infringing Paige Offering, or (ii) replace or modify the Paige Offering with functionally equivalent software. If neither subpart (i) nor (ii) of this paragraph is commercially reasonable or practical in the reasonable opinion of Paige, Paige may terminate this Agreement with respect to the allegedly infringing Paige Offering, and the license thereto granted hereunder, upon fifteen (15) days written notice to Customer.
- ii. **Exclusions.** Notwithstanding anything to the contrary in this Agreement, Paige shall have no obligations to Customer pursuant to this Section 7 (Paige Indemnity) with respect to any infringement or alleged infringement resulting or arising from (1) any modifications to the Paige Platform made by any person or entity other than Paige that is not previously approved by Paige, (2) any use of the Paige Offering by Customer or its Users beyond the scope of the express rights and licenses granted in this Agreement, (3) any use of the Paige Offering in combination with other service, software, hardware or data, or (4) Paige's compliance with Customer's request for changes to the Paige Offering or with Customer's designs, specifications or instructions.
- iii. **Sole Remedy.** THE FOREGOING STATES THE ENTIRE LIABILITY OF PAIGE WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE EVALUATION SERVICES, PAIGE OFFERING OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF PAIGE WITH RESPECT THERETO.

7.2 Customer Indemnity. Customer shall indemnify and hold harmless, and at Paige's request defend, Paige and its Affiliates, licensors, successors and assigns (and its and their officers, directors, employees, contractors, and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) which arise out of or relate to: (a) any third party claim or threat thereof that the Customer Data (and the exercise of the rights by Paige granted herein with respect thereto) infringes, misappropriates or violates any third party's Intellectual Property Rights; (b) Customer's use or alleged use of the Paige Platform (other than claims arising from Paige's breach of this Agreement or from claims subject to Section 7.1); or (c) any breach or alleged breach by Customer of any of its covenants, representations or warranties set forth in this Agreement. Paige shall notify Customer promptly of any claim or liability for which indemnification is sought, provided, however, that the failure to give such notice shall not relieve Customer of its obligations hereunder except to the extent that Customer was actually and materially prejudiced by such failure. Customer may not settle any claim for which indemnification is sought under this Section without the prior written approval of Paige, which approval shall not be unreasonably withheld or delayed.

8. CONFIDENTIALITY.

8.1 Confidential Information. "Confidential Information" means any and all non-public technical and non-technical information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (i) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, APIs, and other creative works (whether or not copyrighted or copyrightable); (ii) information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, Customer lists, business forecasts, sales and merchandising and marketing plans and information; (iii) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving

Party in the course of Disclosing Party's business; and (iv) the terms of this Agreement. Confidential Information of Paige shall include the Paige Platform. Confidential Information of Customer shall include the Customer Data. Confidential Information also includes all summaries and abstracts of Confidential Information.

8.2 Non-Disclosure. Each Party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other Party. The Receiving Party shall, at all times, both during the Evaluation Period and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under the terms of this Agreement. Each Party agrees to secure and protect the other Party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such Party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, affiliates or other agents who are permitted access to the other Party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information in order to effect the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

8.3 Exceptions to Confidential Information. The obligations set forth in Section 8.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (i) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iii) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

9. LIMITATION OF LIABILITY.

9.1 PAIGE AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE EVALUATION SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE EVALUATION SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE EVALUATION SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF PAIGE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE EVALUATION SERVICES OR THE PAIGE OFFERING. PAIGE WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 Essential Purpose. Customer acknowledges that the terms in this Section 9 (Limitation of Liability) are an essential basis of the bargain described in this Agreement. THE LIMITATIONS IN THIS SECTION 9 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

10. EVALUATION PERIOD AND TERMINATION.

10.1 Evaluation Period. The Evaluation Services will be provided for three (3) months from Go-Live Acceptance as defined in Exhibit A to this Agreement, unless earlier terminated as provided for in this Agreement. If necessary due to unforeseen circumstances, the Parties may extend the Evaluation Period by mutual agreement in writing via email.

10.2 Termination for Cause. Either Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits a material breach of any provision of this Agreement and does not immediately remedy such breach after receipt of notice from the non-defaulting Party.

10.3 Effects of Termination. Upon expiration or termination of this Agreement, Customer's use of and access to the Paige Platform shall cease. Upon the Disclosing Party's written request, Receiving Party shall (a) return to the Disclosing Party, or at the Disclosing Party's option, the Receiving Party shall destroy, all items of Confidential Information then in the Receiving Party's possession or control, including any copies, extracts or portions thereof, and (b) upon request shall certify in writing to Disclosing Party that it has complied with the foregoing. One (1) copy of Confidential Information may be retained by the Receiving Party in a secured location (to which the terms of this Agreement shall continue to apply), solely to the extent necessary to allow the Receiving Party to ensure its continued compliance with this Agreement. For the avoidance of doubt and notwithstanding anything to the contrary herein, Paige may retain Customer Data and related data in perpetuity, subject to the restrictions on use and disclosure set forth herein.

10.4 Survival. This Section 10.4 (Survival) and Sections 1 (Definitions), 2.2 (Restrictions), 5.3 (Intellectual Property Rights), 6 (Representations and Warranties), 7 (Indemnification), 8 (Confidentiality), 9 (Limitation of Liability), 10.3 (Effects of Termination), and 11 (Miscellaneous), as well as any accrued obligations, shall survive any termination or expiration of this Agreement.

11. MISCELLANEOUS.

11.1 Notices. Whenever, under the terms of or in connection with this Agreement, any notice, consent, approval, authorization or other information is proper or required to be given by either Party, such notice, consent, approval, authorization or other information shall be in writing and shall be given or made by reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested, and with all postage prepaid, to the address set forth in the preamble of this Agreement or to such other address for either Party as may be supplied by notice given in accordance herewith.

11.2 Amendment; Waiver. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both Parties. No term or provision hereof shall be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party.

11.3 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

11.4 Governing Law. This Agreement and the rights and obligations of the Parties to and under this agreement shall be governed by and construed under the laws of the United States and the State of New York as applied to agreements entered into and to be performed in such State without giving effect to conflicts of laws rules or principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. For any disputes arising out of this Agreement, the Parties consent to exclusive jurisdiction and venue in the state and federal courts located in the Southern District of New York.

11.5 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be awarded all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

11.6 Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order,

proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such Party of this Agreement); or any other event beyond the reasonable control of the Party whose performance is to be excused.

11.7 Assignment. Neither Party may assign its rights or obligations under this Agreement, whether voluntarily or by operation of law or otherwise, without the other Party's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement without consent in connection with an acquisition, sale or transfer of all or substantially all of its assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the Parties and their successors and permitted assigns.

11.8 Relationship of the Parties. Paige is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf.

11.9 No Third-Party Beneficiaries. This Agreement is not intended to create a benefit to any Party other than the Parties hereto and the indemnitees set forth in Section 7, and no Party other than a Party hereto may bring an action hereunder.

11.10 Limited Feedback License. Customer hereby grants to Paige, at no charge, a non-exclusive, royalty-free, worldwide, transferable, sublicensable (through one or more tiers), perpetual, irrevocable license under Customer's Intellectual Property Rights in and to suggestions, comments and other forms of feedback ("**Feedback**") regarding the Paige Offering and Paige Developments provided by or on behalf of Customer to Paige, including Feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, create derivative works of the Feedback and distribute such Feedback and/or derivative works in the Paige Platform or any other products or services.

11.11 Construction of Agreement. Each Party acknowledges that it has had the opportunity to have legal counsel review this Agreement and to negotiate its terms and conditions. Should any questions of construction or interpretation of this Agreement arise, then the Parties agree that no presumption shall be applied against the Party drafting this Agreement or any portion thereof and that the language of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against either Party.

11.12 Counterparts; Fax Signatures. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. Facsimile signatures of the Parties shall be binding.

11.13 Entire Agreement. This Agreement, including all Exhibits to this Agreement, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

PAIGE.AI, INC.

#[CUSTOMER_NAME]#

By:

By:

Name:

Name:

Date:

Date:

**EXHIBIT A
EVALUATION SERVICES SCHEDULE**

The Evaluation Services* will be provided to up to 3 Users and will include the Paige Modules made accessible to Users upon login. Customer may upload up to **250** de-identified digitized slides (Customer Data) to the Paige Platform during the **three (3) month** Evaluation Period. Paige reserves the right to (i) reject or destroy any of the digitized slides if found to contain personally identifiable information; (ii) perform quality control analysis on the digitized slides; and (iii) flag digitized slides with poor image quality.

For clarity, there will be no integration with the Customer’s laboratory information system (LIS).

Promptly following the Effective Date, the Parties will cooperate in good faith to perform the below activities to effectuate the successful kickoff of the Evaluation Period:

1. Customer selection and de-identification of up to 250 digitized slides (Customer Data).
2. Customer obtains necessary approvals in order to release the Customer Data to Paige (dependent on Customer’s internal policies).
3. Evaluation kick-off meeting between Customer and Paige Customer Success Team.
 - During the Evaluation kick-off meeting, Customer will identify its individual representative for slide uploading and provide the individual’s credentials to Paige, and identify the three (3) pathologists Users and provide their credentials to Paige.
4. Upload tool training for the Customer’s slide uploading representative
 - During the upload tool training session, the Paige Customer Success Team will train Customer representative on using the Paige Web Upload Tool (depending on the Customer, this training may or may not be included in the Evaluation Kickoff meeting).
5. Customer representative uploads Customer Data using the Paige Web Upload tool
6. User Login Access set-up
 - Paige Customer Success Team will generate an OKTA email inviting Users to set up username and password for the Paige Platform, then navigate to app.paige.ai and login to the Paige FullFocus® viewer.
7. Go-Live Acceptance
 - Users login to Paige Platform and confirm via email to the Paige Customer Success Team that the Customer Data is viewable to the Users in the FullFocus® viewer.

*These Evaluation Services are only for Customer’s internal evaluation and are **NOT for CLINICAL USE**. By entering into the Evaluation Agreement there is no obligation for Customer to enter into any further agreement whether for a full production, subscription license for the use of Paige’s Services via the Platform Paige, or otherwise.

PAIGE.AI, INC.

#[CUSTOMER_NAME]#

By:

By:

Name:

Name:

Date:

Date: