

TERMS OF SERVICE

Last updated: September 1, 2026

AGREEMENT TO OUR LEGAL TERMS

We are Optic, Inc., doing business as BIOPTIC ("BIOPTIC," "Company," "we," "us," or "our"), a corporation registered in the State of Delaware, United States, with its business address at 535 Mission Street, San Francisco, CA 94105, United States.

We operate the website <https://bioptic.io> (the "Site"), the BIOPTIC platform, and the related products, applications, programming interfaces, and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

BIOPTIC is an agentic AI platform for the pharmaceutical and life sciences industry. The Services provide AI agents and analytical tools that support asset scouting, due diligence, competitive intelligence, market and scientific research, and related business workflows by analyzing information from publicly available sources, licensed commercial sources, and materials that you provide, and by generating reports, analyses, and insights to support informed business and scientific decisions.

You can contact us by email at office@bioptic.io or by mail at Optic, Inc., 535 Mission Street, San Francisco, CA 94105, United States.

These Legal Terms constitute a legally binding agreement between you, whether personally or on behalf of an entity ("you"), and Optic, Inc. concerning your access to and use of the Services. If you access or use the Services on behalf of a company or other organization, you represent that you have the authority to bind that organization to these Legal Terms, and "you" refers to that organization. By accessing or using the Services, you confirm that you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Separate agreements. If you or your organization has entered into a separate written agreement with us, such as an enterprise agreement, master services agreement ("MSA"), order form ("Order Form"), statement of work ("SOW"), or data processing agreement ("DPA"), that agreement governs with respect to its subject matter in the event of any conflict with these Legal Terms. These Legal Terms continue to apply to all matters the separate agreement does not address.

Changes to these Legal Terms. Supplemental terms or documents that we post on the Services from time to time are incorporated into these Legal Terms by reference. We may modify these Legal Terms from time to time. We will indicate changes by updating the "Last updated" date above. Where a change is material, we will give reasonable advance notice before the change takes effect, by email to the account owner or administrator where we hold that address, or by a notice on the Services, and a material change that reduces our obligations regarding Client Materials will not apply to an active paid subscription term without your agreement. Your continued use of the Services after a revised version takes effect constitutes acceptance of the revised Legal Terms. It is your responsibility to review these Legal Terms periodically.

The Services are intended for business use by persons who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print or save a copy of these Legal Terms for your records.

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1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, persons who choose to access the Services from other locations do so on their own

initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Regulated data. The Services are designed to work with publicly available information, licensed commercial sources, and the business documents, data, and instructions that you provide. The Services are not designed to process, and you must not submit to the Services, protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA"), patient-level or otherwise identifiable health information, or other special categories of personal data (such as genetic or biometric data used to identify an individual, or data revealing racial or ethnic origin, political opinions, religious beliefs, or sexual orientation). We do not act as a "business associate" under HIPAA and do not enter into business associate agreements. The Services are not tailored to comply with HIPAA, the Federal Information Security Management Act (FISMA), the Gramm-Leach-Bliley Act (GLBA), or other industry-specific regulations, and you may not use the Services in any way that would subject us to such regulations. The Services do not require personal data beyond ordinary business contact details, and our Privacy Policy takes the same position.

Nature of the Services. The Services support research, analysis, and business decision-making. They do not provide medical, clinical, legal, regulatory, financial, or investment advice, as further described in Section 17.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks"). The Content and Marks are protected by copyright, trademark, and other intellectual property and unfair competition laws and treaties in the United States and around the world. The Content and Marks are provided in or through the Services "AS IS" for your internal business purposes only.

Your use of our Services

Subject to your compliance with these Legal Terms, including Section 6 (Prohibited Activities), and payment of all applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Services, and to download or print a copy of any portion of the Content to which you have properly gained access, solely for your internal business purposes during the applicable subscription term.

Except as set out in this section or elsewhere in these Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission. Requests for any other use may be sent to office@bioptic.io. If we grant you permission to post, reproduce, or publicly display

any part of our Services or Content, you must identify us as the owner or licensor and ensure that any copyright or proprietary notice appears or is visible.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these intellectual property rights constitutes a material breach of these Legal Terms, and your right to use the Services will terminate immediately.

Client Materials

"Client Materials" means the documents, data, files, prompts, queries, briefs, instructions, and other materials that you or your users submit, upload, or otherwise provide through or in connection with the Services.

As between you and us, you retain all right, title, and interest in and to your Client Materials. You grant us a limited, non-exclusive, worldwide, royalty-free license to host, store, process, reproduce, analyze, and otherwise use your Client Materials solely as necessary to provide, operate, maintain, secure, and support the Services for you, and to comply with applicable law. This license ends when the Client Materials are deleted in accordance with Section 12 and our Privacy Policy, subject to any retention required by law.

You represent and warrant that you have all rights, licenses, permissions, and consents necessary to provide the Client Materials to us and to permit us to process them in accordance with these Legal Terms, and that the Client Materials do not violate applicable law or the rights of any third party.

Outputs

"Outputs" means the reports, analyses, summaries, responses, research results, and other materials generated by the Services specifically in response to your use of the Services or your Client Materials.

Subject to your compliance with these Legal Terms and payment of all applicable fees, and as between you and us, you own the Outputs and may use, reproduce, modify, and create derivative works of them for your business purposes. Outputs do not include, and you acquire no ownership of, the BIOPTIC Technology, including any templates, structures, methodologies, or components of the Services embedded in or used to generate the Outputs, which we license to you as part of the Outputs to the extent necessary for you to use them. Because Outputs are generated from shared sources and methods, Outputs produced for other customers may be similar to yours, and you acquire no exclusivity in any Output or in the underlying information.

Outputs may contain or reference information or materials from third-party sources. We do not grant you any rights in third-party materials beyond the rights available from the applicable third party or otherwise permitted by law, and your use of such materials is subject to the applicable third-party terms.

BIOPTIC Technology

As between you and us, we retain all right, title, and interest in and to the Services and all technology underlying or used to provide the Services, including our software, AI agents, models, algorithms, prompts, workflows, methodologies, evaluation frameworks and corpora, databases, templates, tools,

and know-how, and all improvements, modifications, and derivative works of the foregoing (collectively, "BIOPTIC Technology"). BIOPTIC Technology does not include your Client Materials or the Outputs. Nothing in these Legal Terms transfers ownership of BIOPTIC Technology to you, and we reserve all rights not expressly granted.

We may use and develop the general knowledge, skills, techniques, concepts, methodologies, and improvements learned or developed in connection with providing the Services, provided that we do not disclose your Confidential Information or reuse your Client Materials or Outputs in a manner that identifies you or that could reasonably be used to reconstruct your Client Materials.

AI models and data use

The Services use BIOPTIC Technology together with third-party artificial intelligence models and technology providers to process and analyze information and generate Outputs.

Third-party AI providers. Where we process Client Materials through third-party AI model providers or other service providers, we do so under commercial, enterprise, or API arrangements that contractually restrict those providers from using Client Materials or Outputs to train or improve their models, and we configure those services accordingly, including limited- or zero-retention settings where the provider offers them. A current list of the sub-processors that handle Client Materials is available on request.

No training on your data. We do not use your Client Materials, including your prompts, queries, documents, files, and other uploads, or your Outputs to train, fine-tune, or improve any AI model that serves any other customer, unless you have expressly authorized such use in writing. Any use that you authorize is limited to the scope and conditions of that authorization.

Service data. We may use information derived from the operation and use of the Services, such as usage metrics and performance and diagnostic data, to operate, maintain, secure, evaluate, analyze, develop, and improve the Services and BIOPTIC Technology. Where such information is derived from Client Materials or Outputs, we use it only in aggregated or de-identified form that does not contain your Confidential Information and cannot reasonably be used to identify you or to reconstruct your Client Materials or Outputs.

Our own data. Nothing in this section restricts our ability to develop, train, evaluate, test, or improve BIOPTIC Technology using our own data, publicly available information, properly licensed third-party data, Feedback (as defined in Section 7), or other information that we are otherwise legally permitted to use.

3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete, and you will keep it updated; (2) you have the legal capacity, and where applicable the authority on behalf of your organization, to agree to and comply with these Legal Terms; (3) you are not a minor in the jurisdiction in which you reside; (4) you will access the Services only through the interfaces and APIs we make available, and not through unauthorized automated means; (5) you will not use the Services for any illegal or unauthorized purpose; (6) you will not submit

PHI or other data described in Section 1 to the Services; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or you breach the representations above, we have the right to suspend or terminate your account in accordance with Section 12 and to refuse any and all current or future use of the Services (or any portion thereof).

4. USER REGISTRATION AND ACCOUNTS

You may be required to register to use the Services, either directly or through accounts created for you by your organization's administrator. You agree to keep your credentials confidential, to use multi-factor authentication or single sign-on where we make it available or require it, and to notify us promptly at office@bioptic.io of any unauthorized use of your account. You are responsible for all activity that occurs under your account.

The organization that holds the subscription, license, or engagement controls its workspace. Its administrators may add and remove users, manage permissions and access rights, and request export or deletion of Client Materials and Outputs as described in Section 12 and our Privacy Policy. We may act on the instructions of an administrator with respect to the organization's workspace.

We reserve the right to remove, reclaim, or change a username or workspace name if we determine, in our reasonable discretion, that it is inappropriate, infringing, or otherwise objectionable.

5. PURCHASES AND PAYMENT

Fees. Fees for the Services are set out in the applicable Order Form, SOW, or MSA or, for self-service plans, in the pricing displayed in the Services at the time of purchase. Unless expressly stated otherwise in an applicable Order Form, SOW, or MSA, all fees, including platform fees, subscription fees, implementation fees, credit purchases, and other fees paid to us, are non-refundable, and purchases are final.

Credits. Credits purchased or included with a subscription are non-refundable, have no cash value, and may only be used during the applicable subscription term. Unused Credits expire automatically at the end of the applicable subscription term and do not roll over, renew, or carry forward into any subsequent renewal or subscription period unless expressly agreed by us in writing. We have no obligation to refund or credit any unused Credits upon expiration or termination of the applicable subscription term.

Separate agreements. If you have entered into a separate Order Form, SOW, MSA, or other written agreement with us, the payment terms, subscription term, Credits allocation, and other commercial terms set out in that agreement govern in the event of any conflict with this Section.

Payment methods and currency. Billing is normally by invoice, payable by ACH or wire transfer within the period stated on the invoice. Where card payments are offered, we accept Visa, Mastercard, and American Express through a third-party payment processor; we do not store full card numbers. All payments shall be in US dollars unless otherwise stated in an Order Form. You agree to provide current,

complete, and accurate billing and account information and to keep it updated, and you authorize us and our payment processor to charge your chosen payment method for all amounts due.

Taxes. Fees are exclusive of taxes. You are responsible for all sales, use, value-added, withholding, and similar taxes applicable to your purchase, other than taxes on our net income, and such taxes will be added to the price where we are required to collect them.

Price changes and orders. We may change prices for a subscription at renewal on at least thirty (30) days' notice before the start of the renewal term. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment, and to refuse or cancel any order placed through the Services, including orders that in our reasonable judgment appear to be placed by resellers or for the purpose of competing with us.

Overdue amounts. If any undisputed amount is not paid when due, we may, after at least ten (10) days' written notice, suspend access to the Services until the amount is paid, and we may charge interest on overdue amounts at the lesser of 1.5% per month or the maximum rate permitted by law.

6. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission.
- Use any automated system, including any spider, robot, scraper, crawler, or offline reader, to access the Services other than through the APIs we authorize, or exceed the usage limits, rate limits, or Credit allocations applicable to your subscription.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services.
- Attempt to bypass any measures of the Services designed to prevent or restrict access, or attempt to gain unauthorized access to the Services, other accounts, workspaces, computer systems, or networks connected to the Services.
- Copy, modify, adapt, translate, or create derivative works of the Services' software, or, except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any software comprising or in any way making up a part of the Services.
- Attempt to reverse engineer, copy, scrape, or extract the underlying models, algorithms, prompts, workflows, or proprietary technology of the Services, including through prompt injection, model extraction, or similar techniques.
- Use the Services, Content, or Outputs to develop, train, benchmark for competitive purposes, or improve any competing artificial intelligence model, product, or service, or as part of any effort to compete with us.

- Resell, sublicense, rent, lease, lend, time-share, or otherwise make the Services available to any third party, or use the Services as a service bureau on behalf of third parties, without our written permission.
- Share account credentials or permit unauthorized third parties to access the Services.
- Submit PHI, patient-level or identifiable health information, or other data described in Section 1, or any Client Materials that you do not have the right to provide.
- Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, malicious code, or other material that interferes with any party's uninterrupted use of the Services or that modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Interfere with, disrupt, or create an undue burden on the Services or on the networks or services connected to the Services, or conduct security or penetration testing of the Services without our prior written consent.
- Use any information obtained from the Services to harass, abuse, or harm another person, or use the Services in a manner inconsistent with any applicable laws or regulations, including data protection, export control, and sanctions laws.
- Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords, or impersonate another user or person.
- Engage in unauthorized framing of or linking to the Services, or delete the copyright or other proprietary rights notice from any Content.
- Harass, threaten, or intimidate any of our employees, contractors, or agents engaged in providing any portion of the Services to you.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Sell or otherwise transfer your account or profile.

7. CLIENT MATERIALS AND FEEDBACK

Client Materials. The Services allow you to submit Client Materials for processing. The Services do not provide a public forum, and Client Materials are not published or made available to other customers. Client Materials and Outputs are your Confidential Information under Section 21, and we handle them in accordance with Section 8, Section 21, and our Privacy Policy. You are responsible for the Client Materials you submit and for ensuring that they are lawful, that you have the rights described in Section 2, and that they do not contain data prohibited under Section 1.

Feedback. If you provide suggestions, ideas, enhancement requests, recommendations, or other feedback regarding the Services ("Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free license to use and share such Feedback for any purpose without compensation or obligation to you. Feedback does not include Client Materials or Outputs, and we will not use Feedback in a way that identifies you or discloses your Confidential Information.

8. LICENSE TO CLIENT MATERIALS AND USE OF DATA

We access, store, process, and use Client Materials, Outputs, and any personal data they contain only: (a) to provide, operate, maintain, secure, support, and improve the Services in accordance with Section 2, including the limits on training and on the use of service data set out there; (b) as instructed by you or your organization's administrators; (c) as described in our Privacy Policy and any applicable DPA; and (d) as required by applicable law, in which case we will notify you before disclosing Client Materials to a third party unless legally prohibited from doing so.

Where Client Materials contain personal data, we process that personal data as a processor (or service provider) on your documented instructions. Our data processing agreement is available on request at office@bioptic.io and, once executed, forms part of your agreement with us.

We do not sell Client Materials, Outputs, or personal data; we do not share them for cross-context behavioral advertising; and we do not disclose Client Materials or Outputs to other customers.

Account information, usage data, and other information about you and your users that is not Client Materials is processed as described in our Privacy Policy.

9. THIRD-PARTY WEBSITES, SOURCES, AND CONTENT

The Services may contain, or the Outputs may reference, links to other websites ("Third-Party Websites") and articles, data, publications, filings, databases, software, and other content belonging to or originating from third parties ("Third-Party Content"), including the public and licensed sources that the Services analyze. Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content available through the Services, including their content, accuracy, opinions, reliability, privacy practices, or other policies. Inclusion of, linking to, or referencing any Third-Party Website or Third-Party Content does not imply approval or endorsement by us. If you access Third-Party Websites or use Third-Party Content, you do so at your own risk, and these Legal Terms no longer govern that access. You should review the applicable terms and policies of any third-party website or source, and any use of Third-Party Content contained in the Outputs remains subject to the applicable third-party terms and licenses.

10. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms and for security purposes; (2) take appropriate legal action against anyone who, in our reasonable judgment, violates the law or these Legal Terms, including reporting such user to law enforcement authorities; (3) refuse, restrict access to, limit the availability of, or disable any Client Materials, Outputs, or account activity that violates these Legal Terms or poses a security or legal risk; (4) remove from the Services or otherwise disable files and content that are excessive in size or otherwise burdensome to our systems, giving notice where practicable; and (5) otherwise manage the Services in a manner designed to protect our rights and property and the security and proper functioning of the Services. Any such action affecting Client Materials will be taken in accordance with Section 12 and our Privacy Policy.

11. PRIVACY POLICY

We care about data privacy and security. Our Privacy Policy, posted on the Site, describes how we collect, use, share, and protect information in connection with the Services and is incorporated into these Legal Terms by reference. By using the Services, you agree to the Privacy Policy. The Services are hosted in the United States. If you access the Services from another region with laws governing personal data collection, use, or disclosure that differ from those of the United States, you acknowledge that your data will be transferred to and processed in the United States and in the other countries described in our Privacy Policy, subject to the safeguards described there and in any applicable DPA.

12. TERM, SUSPENSION, AND TERMINATION

Term. These Legal Terms remain in full force and effect while you use the Services. Paid subscriptions continue for the subscription term set out in the applicable Order Form and renew as stated there.

Termination by you. You may stop using the Services at any time. Termination of a paid subscription before the end of its term is governed by the applicable Order Form, SOW, or MSA; unless that agreement provides otherwise, fees for the remainder of the term remain payable.

Termination and suspension by us. We may terminate these Legal Terms and your access to the Services: (a) on written notice if you materially breach these Legal Terms and, where the breach is capable of cure, fail to cure it within thirty (30) days after receiving notice (ten (10) days for non-payment); or (b) immediately on notice if you engage in a Prohibited Activity under Section 6 that threatens the security or integrity of the Services or other customers, if your use of the Services is unlawful or exposes us to legal liability, or if required by law. We may terminate free, trial, or evaluation access at any time on notice. We may suspend access to the Services, or to specific accounts or workspaces, where reasonably necessary to address a security threat, to comply with law, or to respond to non-payment or a breach; we will limit the suspension to what is necessary, notify you promptly, and restore access once the issue is resolved.

Effect of termination. On termination or expiration, your right to access the Services ends, and any fees accrued remain payable. For thirty (30) days after termination or expiration, we will make your Client Materials and Outputs available for export on request, unless we are legally prohibited from doing so or the termination results from your unlawful use of the Services. After that period, or earlier on your written request, we will delete or return Client Materials and Outputs in accordance with our Privacy Policy, except for copies in routine backups (deleted within our standard backup cycle of no more than thirty-five (35) days), material we are legally required to retain, and de-identified material containing no customer Confidential Information. On request, we will confirm deletion in writing. We will not delete Client Materials or Outputs without following this process, except where required by law or where Client Materials violate Section 1 or Section 6, in which case we will notify you where legally permitted.

Re-registration. If we terminate or suspend your account for breach, you may not register or create a new account under your name, a fake or borrowed name, or the name of any third party, even if acting on behalf of the third party, without our written consent. In addition to terminating or suspending your

account, we reserve the right to take appropriate legal action, including pursuing civil, criminal, and injunctive redress.

Survival. Sections 2 (as to ownership and reservation of rights), 5 (as to amounts owed), 8, 12, 14, 15, 17, 18, 19, 20, 21, 23, and 25 survive termination or expiration of these Legal Terms.

13. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove features or content of the Services at any time in our discretion, provided that we will not materially decrease the core functionality of a paid subscription during its term without notice. We have no obligation to update information on the Site. We will not be liable to you or any third party for any modification, price change made in accordance with Section 5, suspension, or discontinuance of the Services, except as expressly set out in these Legal Terms or an applicable Order Form.

We cannot guarantee that the Services will be available at all times. We may experience hardware, software, or other problems, or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We use commercially reasonable efforts to keep the Services available, to give advance notice of planned maintenance where practicable, and to maintain the backup and recovery procedures described in Section 20. Unless an Order Form includes a service level commitment, the Services are provided without any uptime commitment, and, subject to Section 18, we will have no liability for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance. Nothing in these Legal Terms obligates us to maintain and support the Services or to supply any corrections, updates, or releases, except as stated in an applicable Order Form.

14. GOVERNING LAW

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be entirely performed within the State of Delaware, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to these Legal Terms.

15. DISPUTE RESOLUTION

Informal negotiations. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly excluded below) informally for at least thirty (30) days before initiating arbitration. Informal negotiations commence upon written notice from one Party to the other Party.

Binding arbitration. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by

binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), available at the AAA website, before a single arbitrator. The arbitration may be conducted in person, through the submission of documents, by telephone, or online. The arbitrator will issue a written decision and, at the request of either Party, a statement of reasons. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the seat of the arbitration will be Wilmington, Delaware, United States, and the language of the arbitration will be English. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

Courts. If for any reason a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in the State of Delaware, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in such state and federal courts.

Time limit. In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to informal negotiations and arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Dispute seeking to enforce or protect, or concerning the validity of, any intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, misuse of Confidential Information, or unauthorized use; and (c) any claim for injunctive or other equitable relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed above, and the Parties agree to submit to the personal jurisdiction of that court.

16. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and other information. We reserve the right to correct any

errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

17. DISCLAIMER

The Services and Outputs are intended to support research, analysis, and business decision-making. Outputs are generated with the assistance of artificial intelligence and may be inaccurate, incomplete, or outdated and may contain errors or omissions, including due to limitations of AI models or the availability, accuracy, completeness, or timeliness of third-party scientific, regulatory, and commercial sources. The Services and Outputs do not constitute medical advice, clinical guidance, legal advice, regulatory advice, financial or investment advice, or a substitute for professional judgment or review. You are responsible for independently reviewing and verifying any information on which you place material reliance and for obtaining any medical, clinical, legal, regulatory, scientific, compliance, or other professional review appropriate to your intended use.

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, THE OUTPUTS, AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT, THE OUTPUTS, OR THE CONTENT OF ANY WEBSITES OR SOURCES LINKED TO OR REFERENCED BY THE SERVICES, AND, SUBJECT TO SECTIONS 18 AND 20, WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, OUTPUTS, OR MATERIALS; (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY; AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT, OUTPUTS, OR MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR OUTPUTS POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

18. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT,

LOST REVENUE, LOSS OF BUSINESS OR OPPORTUNITY, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, OR COSTS OF SUBSTITUTE SERVICES, ARISING FROM OR RELATING TO YOUR USE OF THE SERVICES OR OUTPUTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID BY YOU TO US FOR THE SERVICES DURING THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM AND (B) ONE HUNDRED US DOLLARS (US\$100). THESE LIMITATIONS APPLY TO ALL CLAIMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING CLAIMS RELATING TO LOSS OR CORRUPTION OF DATA UNDER SECTION 20. NOTHING IN THESE LEGAL TERMS LIMITS OR EXCLUDES LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR FRAUD OR WILLFUL MISCONDUCT. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

19. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, directors, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Client Materials, including any claim that they infringe or misappropriate a third party's rights or contain data prohibited under Section 1; (2) your use of the Services or Outputs in breach of these Legal Terms or applicable law; (3) any breach of your representations and warranties set forth in these Legal Terms; or (4) your violation of the rights of a third party, including but not limited to intellectual property rights. Notwithstanding the foregoing, 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, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

20. USER DATA, BACKUPS, AND RECOVERY

We maintain Client Materials, Outputs, and data relating to your use of the Services for the purpose of providing and managing the performance of the Services, for the periods described in our Privacy Policy. As part of the information security program described in our Privacy Policy, we perform routine backups of platform data, retain backup copies for no more than thirty-five (35) days, and maintain documented backup and recovery procedures. Details of these controls are available under a non-disclosure agreement as part of security due diligence.

You remain responsible for maintaining your own copies of the Client Materials you submit and for exporting any Outputs you need, including during the export period described in Section 12. Except as expressly set out in these Legal Terms, an applicable Order Form, or our Privacy Policy, we make no

commitment regarding the retention or recoverability of any particular data, and any liability we may have for loss or corruption of Client Materials, Outputs, or other data is subject to the exclusions and limitations in Section 18.

21. CONFIDENTIALITY

"Confidential Information" means any non-public information disclosed by one Party to the other Party in connection with the Services, whether disclosed orally, in writing, or electronically, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of its disclosure. Your Confidential Information includes your Client Materials, your Outputs, and any non-public business information you submit to the Services or share with us. Our Confidential Information includes the non-public elements of the Services and the Content, the BIOPTIC Technology (including the underlying models, algorithms, prompts, workflows, software, and proprietary technology), our security documentation, and our non-public pricing and product information.

Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of these Legal Terms by the receiving Party; (b) was rightfully known to the receiving Party without restriction prior to disclosure; (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or (d) is rightfully received from a third party without any obligation of confidentiality. Feedback is not your Confidential Information, and nothing in this Section requires you to treat Outputs as our Confidential Information.

Obligations. Each Party agrees to: (1) use the other Party's Confidential Information solely to exercise its rights and perform its obligations under these Legal Terms; (2) protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care; and (3) not disclose the other Party's Confidential Information to any third party, except to its employees, contractors, sub-processors, and professional advisors who need to know such information for the purposes of these Legal Terms and who are bound by written confidentiality obligations at least as protective as those set out in this Section. For clarity, we disclose Client Materials only to the sub-processors and personnel described in our Privacy Policy.

Compelled disclosure. The receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or a valid order of a court or governmental authority, provided that, where legally permitted, the receiving Party gives the disclosing Party prompt written notice of such requirement and reasonably cooperates with any effort by the disclosing Party to limit or contest the disclosure.

Duration and remedies. The obligations in this Section will survive any termination or expiration of these Legal Terms for a period of five (5) years, except with respect to any Confidential Information that constitutes a trade secret, in which case such obligations will survive for as long as such information remains a trade secret under applicable law. Each Party acknowledges that unauthorized use or disclosure of the other Party's Confidential Information may cause irreparable harm for which monetary

damages may be an insufficient remedy, and the disclosing Party shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

23. EXPORT CONTROLS AND SANCTIONS

The Services, Content, and Outputs may be subject to United States and other applicable export control and economic sanctions laws and regulations. You represent that you and your organization are not located in, organized under the laws of, or ordinarily resident in a country or territory that is the subject of comprehensive US sanctions, and are not listed on any US or other applicable government list of prohibited or restricted parties. You agree to comply with all applicable export control and sanctions laws in connection with your use of the Services and not to export, re-export, or transfer the Services, Content, or Outputs in violation of those laws.

24. CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

25. MISCELLANEOUS

These Legal Terms, together with the Privacy Policy, any policies or operating rules posted by us on the Services, and any separate written agreement referred to in the introduction, constitute the entire agreement and understanding between you and us regarding the Services. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations under these Legal Terms to an affiliate or to a successor in connection with a merger, acquisition, or sale of assets, provided that the successor assumes our obligations, including those regarding Client Materials and Confidential Information; you may not assign these Legal Terms without our written consent, which will not be unreasonably withheld for an assignment to a successor

of your business. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

Publicity. We will not identify you or your organization as a customer, or use your name or logo in any public materials, without your prior written consent.

Notices. Notices to us must be sent by email to office@bioptic.io or by mail to the address in Section 26. Notices to you may be sent to the email address associated with your account or to your organization's administrator.

26. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Optic, Inc. (d/b/a BIOPTIC)
535 Mission Street
San Francisco, CA 94105
United States
office@bioptic.io