Seer ICS and PAS

End User License Agreement

Last updated: 19 September 2025

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SEER PROVIDES THE SOFTWARE ON THE CONDITION THAT YOU ACCEPT AND AGREE TO COMPLY WITH THIS AGREEMENT. BY CLICKING THE ACCEPT BUTTON YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU OR YOUR ACCOUNT ADMINISTRATOR HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, SEER WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT INSTALL OR USE THE SOFTWARE OR DOCUMENTATION.

  1. <u>Definitions</u>. For purposes of this Agreement, the following terms have the following meanings:

  "**Consumables**" or "**Consumables Kit**" means Seer's Proteograph Assay Kit, including, without limitation, Nanoparticles ("**NPs**") and/or associated reagents, labware, any other item identified as a "Consumable" on any Seer price list, quotation, sales order, or other document.

  "**Documentation**" means user manuals, technical manuals, and/or any other materials provided by Seer in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of a Product.

  "**Instrument**" means a Seer-branded instrument, any accessories or spare parts, or any other item identified as an "Instrument" on any price list, quotation, sales order, or other document, including, without limitation, the SP100 Automation Instrument ("**SP100**"), SP200 Automation Instrument **("SP200")**, and the SP200t Automation Instrument **("SP200t")**.

  "**Intellectual Property Rights**" means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Proteograph® Product Suite**" or "**Product**" means, individually or collectively, any Instrument, Consumables, Software, Seer proprietary library or libraries, application, or any other product or offering (including any custom products) listed on any price list, quotation, sales order, or other document, including, without limitation, the SP100, SP200, SP200t, Consumables Kits, NPs, ICS, PAS, and STAC Services, and whether purchased directly from Seer or indirectly through a distributor or third-party service provider.

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"**STAC Services**" means the processing and/or data analysis services of Seer's Technology Access Centers, wherever located.

"**Third Party**" means any Person other than Licensee or Seer.

2.   License Grant and Evaluation License.

(a) License Grant. Subject to Licensee's compliance with the terms of this Agreement, including, if applicable, Exhibit A – European Data Processing Addendum attached hereto and made a part hereof, Seer hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited and revocable license during the Term to use the Software and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This license grants Licensee the right to use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation, and solely for the purpose of analyzing data generated by the Product, and operating equipment manufactured by or on behalf of Seer with which the Software is compatible. Such use is permitted only on the computer on which the ICS Software is installed, and with respect to ICS and PAS via web-based Internet connection.

(b) Evaluation License. Prior to purchasing an Instrument, Customer may evaluate PAS using trial datagenerated from a Seer-sponsored evaluation. The term of such PAS trial is three (3) consecutive months from the later of the delivery, or the completion of, the related evaluation data.

3.   Third-Party Materials. The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Seer and that are provided to Licensee on terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). A list of all materials, if any, included in the Software and provided under Third-Party Licenses can be found at http://www.seer.bio/opensourcedisclosures, and the applicable Third-Party Licenses are accessible via links therefrom. Licensee is bound by and will comply with all Third-Party Licenses and assumes all liability with respect thereto. Any breach by Licensee of any Third-Party License is also a breach of this Agreement.

4.   Use Restrictions.

(a)   Licensee will not, and will not authorize any Third Party to, directly or indirectly: (a) use (including make any copies of) the Software or Documentation beyond the scope of the license granted under Section 2; (b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, who has not accepted this Agreement, with access to or use of the Software or Documentation; (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Documentation or any part thereof; (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs; (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof; (f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof; (g) copy the Software or Documentation, in whole or in part; (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the Internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; (i) use the Software or Documentation in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems; (j) use the Software or Documentation in violation of any law, regulation, or rule; or (k) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Seer's commercial disadvantage.

(b)   Except as otherwise provided in the applicable, then-current Documentation, Licensee will use each Product only with other Products as part of the Proteograph Product Suite. LICENSEE IS NOT LICENSED OR AUTHORIZED TO

AND AGREES NOT TO: (i) USE ANY SEER PRODUCT OTHER THAN AS SET FORTH IN THE APPLICABLE DOCUMENTATION, INCLUDING ANY USE FOR DIAGNOSTIC OR CLINICAL PURPOSES, (ii) refurbish and/or remanufacture any Product, or (iii) RESELL OR OTHERWISE TRANSFER ANY PRODUCT TO ANY THIRD PARTY. The foregoing provisions will apply solely to the maximum extent permissible under applicable law.

(c)   Licensee acknowledges that the Products do not have United States Food and Drug Administration ("**FDA**") or equivalent non-U.S. regulatory agency approval, and are not authorized under the Federal Risk and Authorization Management Program "**FedRAMP**". Licensee acknowledges that the Products are labeled and intended FOR RESEARCH USE ONLY. NOT FOR USE IN DIAGNOSTIC PROCEDURES and will use the Products in accordance with such labeling. The Products should be used by qualified professionals in strict accordance with applicable instructions, warnings and other information in user manuals and other Documentation. Unless otherwise expressly stated by Seer in writing, no claim or representation is made or intended by Seer (i) as to any diagnostic or other clinical use of a Product; (ii) that any Product has any Approval for use in any diagnostic or other clinical procedure, or for any other use requiring compliance with any domestic or non-domestic law, rule, regulation or policy, including, without limitation, those regarding data privacy (collectively, "**Regulatory Laws**"); (iii) that any Product will satisfy the requirements of the FDA, FedRAMP, or any Regulatory Law or regulatory agency; or (iv) that any Product or its performance is suitable or has been validated for clinical or diagnostic use, for safety and effectiveness, for any specific use or application, or for importation into Licensee's jurisdiction.

5.   Responsibility for Use of Software.

(a)   Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by any Person to whom Licensee may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

(b)   Licensee agrees that if it elects to use a Product for a purpose that would subject Licensee, its customers, or any Product to the application of Regulatory Laws or any other law, regulation or governmental policy, whether domestic or non-domestic, Licensee will be solely responsible for obtaining any required approvals and otherwise ensuring that the importation of the Products into or use of the Products in Licensee's jurisdiction and ensuring that Licensee's use of Products, including, without limitation, STAC Services, complies with all Regulatory Laws or other applicable laws, regulations, and policies, including, without limitation, related to data protection or data privacy. The burden of proof for safe use and handling of Products is entirely the responsibility of Licensee.

(c)   PAS is a cloud-based software service and incurs compute and data storage fees from Seer's cloud access provider. Upon advance written notice from Seer to Licensee, Seer may separately charge Licensee according to Seer's then-current pricing for Licensee's access and use of PAS on Seer's cloud-based service. Licensee will pay Seer or its designee such amounts within thirty (30) days of invoice date.

(d)   Licensee should copy and separately retain all content, information, and data ("**Content**") to be analyzed by PAS and separately backup and/or retain copies of all Content generated by PAS. Seer does not guarantee or warrant that any Content Licensee may generate, store, or access through PAS will not be subject to inadvertent damage, corruption, loss, or removal, and Seer will not be responsible should such damage, corruption, loss, or removal occur. It is Licensee's responsibility to maintain appropriate alternate backup of all Content. Licensee will comply with all applicable data privacy, transfer, security, and compliance laws, rules, and regulations.

(e)   ICS generates log files for the purpose of enabling diagnostics. Such log files are not accessible by Seer or its designee unless and until Licensee expressly elects to send such log files to Seer or its designee, either automatically via the Internet by opting in, or manually via email. Licensee is solely responsible for any connection of ICS to License's network and/or the Internet and assumes all responsibility related thereto, including with respect to data backup, network security, and any unwanted infiltration.

(f)   Where not restricted or prohibited by local law, Seer will have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any anonymous data summarizing traffic, performance and usage patterns resulting from Licensee's access and use of the Software ("**Blind Data**"). To the extent that any Blind Data is collected by Seer, such Blind Data shall be solely owned by Seer and may be used by Seer for any lawful business purpose without a duty of accounting to Licensee, including, without limitation, providing Licensee with the opportunity for Licensee to benchmark itself against its peers, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Without assuming any obligations or liabilities of Licensee, Seer agrees to comply with the applicable laws and regulations respecting the collection, dissemination, and use of such Blind Data.

6.   Compliance Measures. During the Term, Seer may, in Seer's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement, provided that (i) any such audit will be conducted on not less than ten days' prior notice to Licensee, and (ii) no more than one audit may be conducted in any twelve-month period except for good cause shown. Seer also may, in its sole discretion, audit Licensee's systems within three months after the end of the Term to ensure Licensee has ceased use of the Software and removed all copies of the Software from such systems as required hereunder. Licensee will reasonably cooperate with Seer's personnel conducting such audits and provide all reasonable access requested by Seer to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Seer may conduct audits only during Licensee's normal business hours and in a

manner that does not unreasonably interfere with the Licensee's business operations. The costs of any such audit shall be borne by Seer; provided however, if such audit and/or inspection reveal impermissible use by Licensee, or if such audit otherwise reveals a material breach of the Agreement, Licensee shall reimburse Seer for Seer's costs and expenses in conducting such audit in addition to Seer's other rights and remedies.

7. <u>Intellectual Property Rights</u>. Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Seer and its licensors and service providers reserve and will retain their entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee will safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee will promptly notify Seer if Licensee becomes aware of any infringement of Seer's Intellectual Property Rights in the Software and fully cooperate with Seer, at Seer's sole expense, in any legal action taken by Seer to enforce its Intellectual Property Rights. All right, title and interest to any alterations, additions or improvements to Products or any elements thereof made or created by or on behalf of us or you (whether during the Term or thereafter), including all intellectual property rights related thereto (individually or collectively "**Product Improvements**"), are solely owned by us. You will ensure that all employees, consultants or other personnel using a Product on behalf of you assign any and all right, title and interest they may have in any Product Improvements to you, and you will, and will cause such employees, consultants or other third parties or permitted users to execute such documents, and take such other action as we may reasonably request to apply for, register, perfect, confirm, and protect our rights in Product Improvements.

8. <u>Term and Termination</u>.

(a) Subject to the termination rights set forth herein, this Agreement and the license granted hereunder will remain in effect for so long as Licensee owns or has the right to use an Instrument or STAC Services and will terminate upon any termination or expiration of such right (the "**Term**").

(b) Seer may terminate this Agreement, effective upon written notice to Licensee, if Licensee, materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured fifteen (15) days after Seer provides written notice thereof.

(c) Seer may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(d)   Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and Licensee will cease using and destroy all copies of the Software and Documentation.

9.   Warranty Disclaimer.

(a)   THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SEER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ANTI-VIRUS, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SEER PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10.   Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a)   IN NO EVENT WILL SEER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE

FORESEEABLE AND WHETHER OR NOT SEER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b)   IN NO EVENT WILL SEER'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED U.S. $1,000.

(c)   THE LIMITATIONS SET FORTH IN SECTION 10(a) AND SECTION 10(b) WILL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.   <u>Regulatory Compliance</u>.

(a) The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee will not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

(b) The Licensee will comply with all applicable domestic and if applicable non-domestic laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary approvals, consents, licenses or other governmental approvals), prior to accessing, using, exporting, re-exporting, or otherwise utilizing the Software or Documentation inside or outside the US.

12.   <u>US Government Rights</u>. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. The Products are not approved by the FDA, and Seer makes no representation or warranty regarding, and hereby disclaims any liability or responsibility for, FedRAMP authorization or compliance.

13.   <u>Miscellaneous</u>.

(a)   All matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be instituted in the federal courts of the United States of America or the courts of the State of California, located in San Mateo County, California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

(b)   All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and will be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

(c)   This Agreement constitutes the sole and entire agreement between Licensee and Seer with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(d)   Licensee will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Seer's prior written consent, which consent Seer may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Seer's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 13(d) is void. Seer may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(e)   This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(f)   Seer may need to make changes to this Agreement from time to time for many reasons, including, without limitation, to provide for new or updated functionality or to otherwise pass-through requirements of our third-party licensors. Any material change to this Agreement will be effective automatically if you continue to use the Software after the revised Agreement is presented to you. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g)   If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h)   The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

Exhibit A – European Data Processing Addendum

This Data Processing Agreement ("**DPA**") amends and forms part of the Agreement. This DPA prevails over any conflicting term of the Agreement but does not otherwise modify the Agreement.

1. **Definitions**
   1.1. In this DPA:
      a) "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Processing**", "**Processor**", and "**Supervisory Authority**" have the meaning given to them in Data Protection Law;
      b) "**Licensee Personal Data**" means Personal Data Processed by Seer as a Processor on behalf of Licensee or Third Party Controller;
      c) "**Data Protection Law**" means the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), their national implementations in the European Economic Area ("**EEA**"), including the European Union, and all other data protection laws and laws referenced therein of the EEA, the UK, and Switzerland, or any other applicable country or region, each as applicable, and as may be amended or replaced from time to time;
      d) "**Data Subject Rights**" means Data Subjects' rights to information, access, rectification, erasure, restriction, portability, objection, the right to withdraw consent, and the right not to be subject to automated individual decision-making in accordance with Data Protection Law;
      e) "**International Data Transfer**" means any disclosure of Personal Data by an organization subject to Data Protection Law to another organization located outside the EEA, the UK, or Switzerland;
      f) "**Services**" means the services provided by Seer to Licensee under the Agreement;
      g) "**Sub-processor**" means a Processor engaged by Seer to Process Licensee Personal Data;
      h) "**SCCs**" means the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council as amended or replaced from time to time;
      i) "**Third-Party Controller**" means a Controller for which Licensee is a Processor; and
      j) "**UK Addendum**" means the addendum to the SCCs issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).
   1.2. Capitalized terms used but not defined herein have the meaning given to them in the Agreement.
2. **Scope**
   2.1. This DPA applies to the Processing of Licensee Personal Data by Seer subject to Data Protection Law to provide the Services.
   2.2. The subject matter, nature and purpose of the Processing, the types of Licensee Personal Data and categories of Data Subjects are set out in **Annex I**.

2.3. Licensee is a Controller (or equivalent) and appoints Seer as a Processor (as defined by GDPR) on behalf of Licensee. Licensee is responsible for compliance with the requirements of Data Protection Law applicable to Controllers.

2.4. If Licensee is a Processor on behalf of a Third-Party Controller, then Licensee is the single point of contact for Seer; must obtain all necessary authorizations from such Third-Party Controller; undertakes to issue all instructions and exercise all rights on behalf of such other Third-Party Controller.

2.5. Licensee acknowledges that Seer may Process Personal Data (other than study results) and/or Blind Data relating to the operation, support, or use of the Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, product development, and compliance with law. Seer is the Controller for such Processing and will Process such data in accordance with Data Protection Law.

3. **Instructions**

3.1. Seer will Process Licensee Personal Data to provide the Services and in accordance with Licensee's documented instructions.

3.2. The Controller's instructions are documented in this DPA, the Agreement, and any applicable statement of work.

3.3. Licensee may reasonably issue additional instructions as necessary to comply with Data Protection Law. Seer may charge a reasonable fee to comply with any additional instructions.

3.4. Unless prohibited by applicable law, Seer will inform Licensee if Seer is subject to a legal obligation that requires Seer to Process Licensee Personal Data in contravention of Licensee's documented instructions.

4. **Personnel**

4.1. Seer will ensure that all personnel authorized to Process Licensee Personal Data are subject to an obligation of confidentiality.

5. **Security and Personal Data Breaches**

5.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Seer will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including the measures listed in **Annex II**.

5.2. Licensee acknowledges that the security measures in **Annex II** are appropriate in relation to the risks associated with Licensee's intended Processing and will notify Seer prior to any intended Processing for which Seer's security measures may not be appropriate.

5.3. Seer will notify Licensee without undue delay after becoming aware of a Personal Data Breach involving Licensee Personal Data. If Seer's notification is delayed, it will be accompanied by reasons for the delay.

6. **Sub-processing**

6.1. Licensee hereby authorizes Seer to engage Sub-processors. A list of Seer's current Sub-processors is included in **Annex III**.

6.2. Seer will enter into a written agreement with Sub-processors which imposes the same obligations as required by Data Protection Law.

6.3. Seer will update its Sub-processor list in Annex III by updating this Agreement to indicate any addition of or intended change to Sub-processors. Licensee may object to the addition of a Sub-processor based on reasonable grounds relating to a potential or actual violation of Data Protection Law by providing written notice detailing the grounds of such objection. Licensee and Seer will work together in good faith to address Licensee's objection. If Seer chooses to retain the Sub-processor, Seer will inform Licensee at least thirty (30) days before authorizing the Sub-processor to Process Licensee Personal Data, and Licensee may immediately discontinue using the relevant parts of the Services and may terminate the relevant parts of the Services within thirty (30) days.

7. **Assistance**

7.1. Taking into account the nature of the Processing, and the information available to Seer, Seer will assist Licensee, including, as appropriate, by implementing technical and organizational measures, with the fulfillment of Licensee's own obligations under Data Protection Law to comply with requests to exercise Data Subject Rights; conduct Data Protection Impact Assessments, and prior consultations with Supervisory Authorities; and notify a Personal Data Breach.

7.2. Seer may charge a reasonable fee for assistance under this **Section 7**. If Seer is at fault, Seer and Licensee shall each bear their own costs related to assistance.

8. **Audit**

8.1. Upon reasonable request, Seer must make available to Licensee all information necessary to demonstrate compliance with the obligations of this DPA and allow for and contribute to audits, including inspections, at reasonable intervals or if there are indications of non-compliance, and performed by an independent auditor as agreed upon by Licensee and Seer. The foregoing shall only extend to those documents and facilities relevant and material to the Processing of Licensee Personal Data and shall be conducted during normal business hours and in a manner that causes minimal business disruption.

8.2. Seer will inform Licensee if Seer believes that Licensee's instruction under **Section 8.1** infringes Data Protection Law. Seer may suspend the audit or inspection or withhold requested information until Licensee has modified or confirmed the lawfulness of the instructions in writing.

8.3. Seer and Licensee each bear their own costs related to an audit.

9. **International Data Transfers**

9.1. Licensee hereby authorizes Seer to perform International Data Transfers to any country deemed adequate by the European Commission or the competent authorities, as appropriate; on the basis of adequate safeguards in accordance with Data Protection Law; or pursuant to the SCCs and the UK Addendum referred to in **Sections 9.2 and 9.3**.

9.2. By signing this DPA, Seer and Licensee conclude Module 2 (controller-to-processor) of the SCCs and, to the extent Licensee is a Processor on behalf of a Third-Party Controller, Module 3 (Processor-to-Sub-processor) of the SCCs, which are hereby incorporated and completed as follows: the "data exporter" is Licensee; the "data importer" is Seer; the optional docking clause in Clause 7 is implemented; Option 2 of Clause 9(a) is implemented and the time period therein is specified in **Section 6.3** above; the optional redress clause in Clause 11(a) is struck; Option 1 in Clause 17 is

implemented and the governing law is the law of Ireland; the courts in Clause 18(b) are the Courts of Dublin, Ireland; Annex I, II and III to Module 2 and 3 of the SCCs are **Annex I**, **II** and **III** to this DPA respectively. For International Data Transfers from Switzerland: (i) Data Subjects who have their habitual residence in Switzerland may bring claims under the SCCs before the courts of Switzerland and (ii) the SCCs cover Personal Data pertaining to legal entities until the entry into force of the revised Swiss Federal Act on Data Protection of 2020.

9.3. By signing this DPA, Seer and Licensee conclude the UK Addendum, which is hereby incorporated and applies to International Data Transfers outside the UK. Part 1 of the UK Addendum is completed as follows: (i) in Table 1, the "Exporter" is Licensee and the "Importer" is Seer, their details are set forth in the Agreement; (ii) in Table 2, the first option is selected and the "Approved EU SCCs" are the SCCs referred to in **Section 9.2** of this DPA; (iii) in Table 3, Annexes 1 (A and B), 2, and 3 to the "Approved EU SCCs" are **Annex I, II, III** to this DPA respectively; and (iv) in Table 4, both the "Importer" and the "Exporter" can terminate the UK Addendum.

9.4. If Seer's compliance with Data Protection Law applicable to International Data Transfers is affected by circumstances outside of Seer's control, including if a legal instrument for International Data Transfers is invalidated, amended, or replaced, then Licensee and Seer will work together in good faith to reasonably resolve such non-compliance. In the event that additional, replacement or alternative standard contractual clauses or UK standard contractual clauses are approved by Supervisory Authorities, Seer reserves the right to amend the Agreement and this DPA by adding to or replacing, the standard contractual clauses or UK standard contractual clauses that form part of it at the date of signature in order to ensure continued compliance with Data Protection Law.

10. **Notifications**

10.1. Licensee will send all notifications, requests and instructions under this DPA to Seer's General Counsel via email to notices@seer.bio.

11. **Liability**

11.1. Where Seer has paid compensation, damages or fines, Seer is entitled to claim back from Licensee that part of the compensation, damages or fines, corresponding to Licensee's part of responsibility for the compensation, damages or fines.

12. **Termination and return or deletion**

12.1. This DPA is terminated upon the termination of the Agreement.

12.2. Licensee may request return of Licensee Personal Data up to ninety (90) days after termination of the Agreement. Unless required or permitted by applicable law, Seer will delete all remaining copies of Licensee Personal Data within one hundred eighty (180) days after returning Licensee Personal Data to Licensee.

13. **Applicable law and jurisdiction**

13.1. This DPA is governed by the laws of Ireland. Any disputes relating to this DPA will be subject to the exclusive jurisdiction of the courts of Dublin, Ireland.

14. **Modification of this DPA**

14.1. This DPA may only be modified by a written amendment signed by both Seer and Licensee.

15. **Invalidity and severability**

15.1. If any provision of this DPA is found by any court or administrative body of a competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

ANNEX I

DESCRIPTION OF THE TRANSFER

A.   LIST OF PARTIES

Data exporter:

- Name: Licensee as indicated at click-through acceptance.
- Address: as indicated at click-through acceptance.
- Contact person's name, position and contact details: as indicated at click-through acceptance.
- Activities relevant to the data transferred under these Clauses: Licensee receives Seer's services as described in the Agreement and Seer Processes Personal Data on behalf of Licensee in that context.
- Signature and date: as indicated at click-through acceptance.
- Role (controller/processor): Controller, or Processor on behalf of Third-Party Controller.

Data importer:

- Name: Seer, as defined in the first paragraph of the Agreement.
- Address: as set forth in the first paragraph of the Agreement.
- Contact person's name, position and contact details: Taylor Page, Assoc. Dir., tpage@seer.bio.
- Activities relevant to the data transferred under these Clauses: Seer provides its services to Licensee as described in the Agreement and Processes Personal Data on behalf of Licensee in that context.
- Signature and date: as indicated at click-through acceptance of Licensee.
- Role (controller/processor): Processor on behalf of Licensee, or Sub-processor on behalf of Third-Party Controller.

B.   DESCRIPTION OF INTERNATIONAL DATA TRANSFER

- Categories of Data Subjects whose Personal Data is transferred:

#	Category of Data Subjects
1.	Licensee's study participants.
2.	Any Third-Party Controller's study participants.

- Categories of Personal Data transferred:

#	Category of Personal Data
1.	Proteomic, genomic, phenotypic, and/or demographic data relevant to the study.

- Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

#	Category of Sensitive Data	Applied restrictions or safeguards
1.	Proteomic, genomic, phenotypic, and/or demographic data relevant to Licensee's study.	Data are pseudonymized. Licensee represents and warrants that it will not provide any directly identifiable information (e.g., names and addresses) to Seer together with the data.

- The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): On a continuous basis.

- Nature of the processing: The Personal Data will be processed and transferred as described in the Agreement. Biofluids are processed by an instrument to generate raw signal data. These raw data are processed to identify and quantify peptides and proteins which can then be combined with other Licensee-provided health data in tertiary analysis routines.

- Purpose(s) of the data transfer and further processing: The Personal Data will be transferred and further processed for the purpose of gaining biological insight from proteomics research.

- The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Personal Data will be retained for as long as necessary taking into account the purpose of the Processing, and in compliance with applicable laws, including laws on the statute of limitations and Data Protection Law.

- For transfers to sub-processors, also specify subject matter, nature and duration of the processing: For the subject matter and nature of the Processing, reference is made to the Agreement and this DPA. The Processing will take place for the duration of the Agreement.

C.   COMPETENT SUPERVISORY AUTHORITY

- The competent authority for the Processing of Personal Data relating to Data Subjects located in the EEA is the Supervisory Authority of the EEA country in which Licensee is established or where Data Subjects are located.
- The competent authority for the Processing of Personal Data relating to Data Subjects located in the UK is the UK Information Commissioner.
- The competent authority for the Processing of Personal Data relating to Data Subjects located in Switzerland is the Swiss Federal Data Protection and Information Commissioner.
- The competent authority for the Processing of Personal Data relating to Data Subjects located elsewhere is the supervisory authority or equivalent regulatory authority of the country in which Licensee is established or where Data Subjects are located.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Seer will, at a minimum, implement the following types of security measures:

1.   Physical access control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers and related hardware), where Licensee Personal Data are Processed, include:

- ☑ Establishing access authorizations for employees and third parties;
- ☑ Access control system (ID reader, magnetic card, chip card);
- ☑ Key management, card-keys procedures;
- ☑ Door locking (electric door openers etc.);
- ☑ Security staff, janitors;
- ☑ Surveillance facilities, video/CCTV monitor, alarm system; and
- ☑ Securing decentralized data processing equipment and personal computers.

2.   Virtual access control

Technical and organizational measures to prevent data processing systems from being used by unauthorized persons include:

- ☑ User identification and authentication procedures.
- ☑ Strong ID/password security procedures (special characters, minimum length and complexity requirements, change of password);
- ☑ Automatic blocking (e.g. password or timeout);
- ☑ Monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous passwords attempts;
- ☑ Creation of one master record per user, user-master data procedures per data processing environment; and
- ☑ Encryption of archived data media.

3.   Data access control

Technical and organizational measures to ensure that persons entitled to use a data processing system gain access only to such Licensee Personal Data in accordance with their access rights, and that Licensee Personal Data cannot be read, copied, modified or deleted without authorization, include:

- ☑ Internal policies and procedures;
- ☑ Control authorization schemes;
- ☑ Differentiated access rights (profiles, roles, transactions and objects);
- ☑ Monitoring and logging of accesses;
- ☑ Reports of access;
- ☑ Access procedure;
- ☑ Change procedure;
- ☑ Deletion procedure; and
- ☑ Encryption.

4.   Disclosure control

Technical and organizational measures to ensure that Licensee Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Licensee Personal Data are disclosed, include:

- ☑ Encryption/tunneling;
- ☑ Logging; and
- ☑ Transport security.

5.   Entry control

Technical and organizational measures to monitor whether Licensee Personal Data have been entered, changed or removed (deleted), and by whom, from data processing systems, include:

- ☑ Logging and reporting systems; and
- ☑ Audit trails and documentation.

6.   Control of instructions

Technical and organizational measures to ensure that Licensee Personal Data are Processed solely in accordance with the instructions of the Controller include:

- ☑ Employee compliance with the unambiguous wording of any service instructions or contract;

7.   Availability control

Technical and organizational measures to ensure that Licensee Personal Data are protected against accidental destruction or loss (physical/logical) include:

- ☑ Backup procedures;

- ☑ Mirroring of hard disks (e.g. RAID technology);
- ☑ Uninterruptible power supply (UPS);
- ☑ Remote storage;
- ☑ Anti-virus/firewall systems; and
- ☑ Disaster recovery plan.

8. Separation control

Technical and organizational measures to ensure that Licensee Personal Data collected for different purposes can be Processed separately include:

- ☑ Separation of databases;
- ☑ "Internal client" concept / limitation of use;
- ☑ Segregation of functions (production/testing); and
- ☑ Procedures for storage, amendment, deletion, transmission of data for different purposes.

9. Testing controls

Technical and organizational measures to test, assess and evaluate the effectiveness of the technical and organizational measures implemented in order to ensure the security of the processing include:

- ☑ Periodical review and test of disaster recovery plan;
- ☑ Testing and evaluation of software updates before they are installed;
- ☑ Authenticated (with elevated rights) vulnerability scanning; and
- ☑ Test bed for specific penetration tests and Red Team attacks.

10. IT governance

Technical and organizational measures to improve the overall management of IT and ensure that the activities associated with information and technology are aligned with the compliance efforts include:

- ☑ Review of processes and products;
- ☑ Processes for data minimization (i.e., not generating more data than are needed); and
- ☑ Processes for limited data retention;

Seer will contractually require its Sub-processors to acknowledge at least equivalent technical and organizational measures to be able to provide assistance to Licensee.

ANNEX III

LIST OF SUB-PROCESSORS

Licensee authorizes Seer to engage the following Sub-processors:

#	Name	Address	Contact details	Descrip@on of the processing
1.	Amazon Web Services Europe if selected by Licensee, otherwise AWS United States	EU/EEA (Frankfurt data centers if selected by Licensee)	hNp://aws.amazon.com	Provisioning and opera@ons of server and infrastructure services (PaaS). All data handled in the service.
2.	QuickBase	290 Congress Street, Boston MA, 02210	hNp://quickbase.com/contact-us	SoWware and infrastructure to support laboratory opera@ons and data entry.
3.	MicrosoW	1 MicrosoW Way, Redmond, WA, 98052	hNp://support.microsoW.com/en-us	Data storage and O365 use
4.	Slack	415 Mission Street, 3rd Floor San Francisco, CA 94105	hNps://www.salesforce.com/company/contact-us/?d=cta-glob-footer-11 privacy@slack.com	Plaborm for messaging and collabora@on.

5.	Salesforce	415 Mission Street, 3rd Floor San Francisco, CA 94105	hNps://www.salesforce.com/company/contact-us/?d=cta-glob-footer-11 privacy@salesforce.com	Provides customer rela@onship management solu@on for sales, customer service, marke@ng automa@on, e-commerce, analy@cs, and applica@on development.
6.	Zoom	55 Almaden Blvd., 6th Floor, San Jose, CA 95113	hNps://www.zoom.com/en/contact/ privacy@zoom.us	Proprietary videotelephony soWware program for mee@ngs and collabora@on.
7.	Talkdesk	535 Mission Street, 12th Floor, San Francisco, CA 94105	privacy@talkdesk.com	Contact center as a Service (Ccaas).
8.	Box	900 Jefferson Ave., Redwood City, CA 94105	hNps://www.box.com/about-us/contact-us privacy@box.com	Cloud-based file sharing tool for content management and collabora@on.
9.	Mixpanel	One Front Street, 28th Floor, San Francisco, CA 9411	compliance@mixpanel.com	Analy@cs service for tracking user interac@ons via web and mobile applica@ons.
10.	Qualtrics	333 W. River Park Drive Provo, UT 84604 USA	hNps://www.qualtrics.com/contact/ privacy@qualtrics.com	Create, test, and modify survey for experience management.
11.	DocuSign	221 Main St., Suite 1550, San Francisco, United States	privacy@docusign.com	Manages electronic agreements and signatures.
12.	Evisort	130 SuNer Street,	hNps://www.evisort.com/con	Contract Lifecycle Management

		Floor 2, San Francisco, California 94104	tact privacy@evisort.com	system.
13.	Domino	135 Townsend St, Floor 5, San Francisco, CA 94107	hNps://domino.ai/contactus privacy@dominodatalab.com	Data analy@cs plaborm.