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Mendel Health Inc.
Hypercube Terms of Service

Effective Date: December 1, 2022

1. Agreement. The following Terms of Service (the "**Terms**") constitute a binding agreement between you and Mendel Health Inc. ("**Mendel**," "**we**," "**our**," and "**us**"), the operator of the Hypercube Web Interface ("**Hypercube**"). These Terms set forth conditions regarding your access to and use of Hypercube.

By accessing or using Hypercube in any manner, you agree to be bound by these Terms.

Your access to and use of Hypercube is on behalf of your employer (your "**Organization**"). Mendel and your Organization have entered into a separate agreement (the "**Organization Agreement**") governing Mendel's provision of services to your Organization. These Terms do not alter in any way the terms of the Organization Agreement. To the

extent these Terms conflict with the Organization Agreement, the terms of the Organization Agreement shall control.

2. Modification. Mendel reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. The date of the last modification to the Terms will be posted at the beginning of these Terms. It is your responsibility to check from time to time for updates. By continuing to access or use Hypercube, you are indicating that you agree to be bound by any modified Terms.

3. Privacy. These Terms include the provisions in this document, as well as those in the Privacy Policy.

4. Acceptable Use. Mendel hereby grants you permission to access and use Hypercube, provided such use is in compliance with these Terms, and you further specifically agree that your use will adhere to the following restrictions and obligations:

You may only use Hypercube on behalf of your Organization and only as permitted in the Organization Agreement. You may not transfer your access to others or allow others to access Hypercube through your own access.

You may only use Hypercube for lawful activity. It is your responsibility to comply with all applicable local, state, and federal laws and regulations.

You may not use Hypercube in any manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable.

You may not use Hypercube to upload or transmit any material that infringes or violates the intellectual property rights or any other rights of anyone else (including Mendel).

You may not decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to Hypercube.

You may not enter, store or transmit viruses, worms or other malicious code within, through, to or using Hypercube.

You may not defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in Hypercube.

You may not remove or obfuscate any product identification, copyright or other proprietary notice from any element of Hypercube or associated documentation.

5. User Accounts. You must sign up for an account and select a password and user name in order to access and use Hypercube. You promise to provide us with accurate, complete, and updated registration information about yourself.

You and your Organization are responsible for maintaining the confidentiality of your password and account, and are fully responsible for any and all activities that occur under your password or

account. You agree to (a) immediately notify Mendel of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing Hypercube. Mendel will not be liable for any loss or damage arising from your failure to comply with this section.

If you would like us to terminate your account, your Organization can submit the request to us. Upon receipt of the request, we will remove your account and your associated information from Hypercube within a reasonable time period.

You may not transfer your account to anyone else without our prior written permission.

6. Content. Your Organization owns all of the information that it provides to Mendel, including clinical datasets and any data extracted from the datasets through our services (collectively, the "**Organization Data**"). Other than the Organization Data, Mendel owns all right, title and interest in and to the materials available through Hypercube, including, but not limited to, text, graphics, data, articles, photos, images, videos, and illustrations (all of the foregoing except Organization Data, the "**Mendel Content**").

You may not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, transmit, broadcast, or otherwise exploit the Mendel Content, except as necessary to access and use Hypercube on behalf of your

Organization in accordance with these Terms and the Organization Agreement.

7. Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to Hypercube ("**Feedback**"). You agree that Mendel has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in the changes to Hypercube.

8. Termination. Mendel may immediately and without notice terminate these Terms and disable your access to Hypercube if Mendel determines, in its sole discretion, that (a) you have breached these Terms, or (b) you have violated applicable laws, regulations or third party rights. In addition, if the Organization Agreement expires or is terminated for any reason, Mendel will immediately terminate these Terms and your access to Hypercube. Mendel may temporarily suspend your access to Hypercube under certain circumstances set forth in the Organization Agreement.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

9. Disclaimer of Warranties. You hereby acknowledge that you are using hypercube at your own risk. Hypercube and mendel content are

provided "As is," and mendel, its affiliates and its third party service providers hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, merchantability, non-infringement, fitness for a particular purpose, and any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form. Mendel, its affiliates, and its third party service providers do not represent or warrant that access to hypercube will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted through hypercube.

Because some states do not permit disclaimer of implied warranties, you may have additional rights under your local laws.

10. Limitation of Liability. Your access to and use of hypercube is on behalf of your organization. Accordingly, to the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, contract, strict liability, or otherwise) shall mendel (or its licensors or suppliers) be liable to you for any direct, indirect, special, incidental, or consequential damages of any kind, including damages for lost profits, loss of goodwill, work stoppage, accuracy of results, or computer failure or malfunction.

11. Notices. Any notices or other communications permitted or required hereunder will be in writing and given by Mendel (a) via email (in each case to the address that you provide) or (b) by posting to the website.

12. No Waiver. The failure of Mendel to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

13. Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without Mendel's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. Mendel may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Unless a person or entity is explicitly identified as a third party beneficiary to these Terms, these Terms do not and are not intended to confer any rights or remedies upon any person or entity other than the parties.

14. Severability. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

15. Governing Law; Venue. The laws of the State of California, without reference to its choice or law or conflict of law rules or principles, shall govern these Terms and any dispute of any sort that might arise between you and Mendel with respect to these Terms. Notwithstanding the foregoing, you acknowledge that since your access and use of Hypercube is on behalf of your Organization and subject to the Organization Agreement, any dispute arising out of your

use of Hypercube shall be handled in accordance with the dispute resolution process set forth in the Organization Agreement.

16. Entire Agreement. These Terms constitute the entire agreement between you and Mendel regarding your use of Hypercube, and supersede all prior written or oral agreements.

17. Contact Us. If you have any questions about Hypercube, please do not hesitate to contact us at privacy@mendel.ai.

PRODUCTS

Hypercube

Clinical NLP

COMPANY

About

Technology

We are hiring

HEADQUARTERS

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