

# LETTER OF INTENT

**Date:**

**From:** Pathogens Artificial Intelligence Inc., a Delaware corporation, d/b/a LabABLE ("Company")

**To:** \_\_\_\_\_ ("Partner")

This Letter of Intent (this "LOI") sets forth the parties' current, non-binding interest in exploring a commercial and technical relationship under which Partner would serve as an early partner, tester, and user of Company's minimum viable product (the "MVP") LabABLE, an open platform for diagnostic laboratory operations that includes workflow tools, AI agents, integration capabilities, and a marketplace. The parties intend to use this LOI as a framework for pilot planning, product evaluation, and negotiation of any later definitive agreement.

## Indicative Business Terms

| Topic                  | Indicative Term                                                                                                                                                                                                                                                        |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Relationship           | Partner would act as an early design partner, tester, evaluator, and prospective customer for the MVP and related LabABLE platform components.                                                                                                                         |
| Pilot Scope            | Company expects to provide pre-release access to selected MVP features, implementation coordination, issue triage, and periodic product feedback sessions. Final scope to be set in a definitive pilot, beta, subscription, or services agreement.                     |
| Evaluation Environment | Unless otherwise agreed in writing, evaluation will occur in a sandbox, staging, or otherwise non-production environment using synthetic, de-identified, or non-production data only.                                                                                  |
| Commercial Framework   | The parties currently anticipate discussing discounted pilot pricing, launch-partner pricing, onboarding assistance, and roadmap participation; however, any fees, credits, service levels, and payment obligations will be set only in a signed definitive agreement. |
| Exclusivity            | None, unless expressly stated in a later written agreement signed by both parties.                                                                                                                                                                                     |

## 1. Purpose and Proposed Collaboration.

The purpose of this LOI is to outline the parties' present intent to explore a relationship in which Partner evaluates the MVP and collaborates with Company regarding workflow and tool fit, usability, implementation requirements, and product direction. Company anticipates that this engagement may inform its product roadmap, feature prioritization, integration planning, and launch-readiness for LabABLE.

Unless and until a definitive agreement is executed, neither party is obligated to proceed with any pilot, purchase, implementation, integration, or commercial rollout.

## 2. Responsibilities of the Parties.

During the evaluation period, Company expects to make commercially reasonable efforts to provide access to the MVP as available, designate business and technical contacts, collect and review feedback, and discuss product enhancements relevant to Partner's anticipated use cases.

Partner expects to designate appropriate personnel for evaluation, participate in reasonable feedback sessions, test agreed functionalities, and provide timely operational or technical input requested by Company for evaluation purposes.

### **3. MVP Nature; No Clinical or Production Use Without Definitive Agreement.**

Partner acknowledges that the MVP is a pre-release product that may contain defects, incomplete functionality, interruptions, or performance issues. Any access provided before execution of a definitive agreement will be solely for internal evaluation purposes and not for production deployment, patient reporting, or mission-critical laboratory operations unless expressly authorized in writing by Company.

Without limiting the foregoing, Partner shall not use the MVP as the sole basis for any patient diagnosis, treatment decision, laboratory report, or regulated clinical workflow unless and until the parties execute a definitive written agreement that expressly permits such use and addresses applicable validation, compliance, and operational requirements.

### **4. Data, Security, and Regulatory Boundaries.**

Unless and until the parties execute all required definitive documentation, including any applicable business associate agreement, data processing addendum, security exhibit, or other compliance documentation, Partner shall not upload, disclose, transmit, or otherwise make available to Company or the MVP any protected health information, identifiable patient data, or other regulated production data.

Prior to such documentation, all testing and evaluation shall be conducted using synthetic, anonymized, de-identified, or other non-production data lawfully usable for evaluation. Each party remains solely responsible for its own compliance with applicable laws and regulations.

### **5. Intellectual Property; Feedback.**

Company and its licensors retain all right, title, and interest in and to the MVP, LabABLE platform, software, documentation, configurations, templates, workflows, know-how, and all related intellectual property and derivative works, whether existing before or developed during any evaluation, except for Partner Materials expressly identified as owned by Partner.

Partner retains all right, title, and interest in and to its pre-existing data, trademarks, policies, standard operating procedures, internal workflows, and other materials supplied by or on behalf of Partner (collectively, "Partner Materials").

### **6. Confidentiality.**

Each party (the "Receiving Party") shall keep confidential and not disclose to any third party any non-public technical, business, operational, financial, product, security, or other information disclosed by the other party (the "Disclosing Party") in connection with this LOI or the contemplated relationship ("Confidential Information"), except to its employees, contractors, attorneys, accountants, lenders, investors, or other representatives who have a need to know such information and are bound by confidentiality obligations at least as protective as those set forth herein.

Confidential Information does not include information that the Receiving Party can demonstrate by written evidence: (a) is or becomes publicly available through no breach of this LOI; (b) was already lawfully known to the Receiving Party without confidentiality restriction; (c) is lawfully received from a

third party without breach of any obligation; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

If the Receiving Party is required by law, regulation, subpoena, court order, or governmental request to disclose Confidential Information, it may do so only to the extent legally required, and, where legally permitted, shall give prompt notice to the Disclosing Party so the Disclosing Party may seek protective relief. The confidentiality obligations in this Section will continue for three (3) years after expiration or termination of this LOI, except that trade secrets will be protected for so long as they remain trade secrets under applicable law.

## **7. Publicity.**

Neither party may issue any press release or public statement regarding this LOI or the contemplated relationship, nor use the other party's name, logo, or marks in any marketing, customer list, website, fundraising, or publicity materials, without the other party's prior written consent in each instance; provided, however, that Company may identify Partner internally as a prospective design partner, and the parties may agree in a later definitive agreement to approved launch-partner or customer-reference language.

## **8. Non-Binding Nature; No Duty to Negotiate or Close.**

This LOI is intended only as an expression of the parties' current interest and understanding regarding a possible future relationship. Except for Sections 3, 4, 5, 6, 7, 8, 9, 10, and 11 of this LOI, which are intended to be binding and enforceable, this LOI is non-binding and does not constitute a definitive agreement, purchase commitment, service commitment, exclusivity undertaking, joint venture, partnership, agency relationship, or obligation of any kind to consummate any transaction.

Without limitation, neither party shall have any obligation to continue negotiations, negotiate in good faith, provide access to the MVP, purchase any products or services, or enter into any definitive agreement unless and until such definitive agreement is negotiated, approved, executed, and delivered by authorized representatives of both parties. Either party may discontinue discussions at any time, with or without cause, and without liability arising from any failure to proceed with the contemplated relationship.

Each party acknowledges that it is not relying on this LOI as a promise that any transaction will occur, that any product feature will be delivered by any date, or that any commercial terms reflected herein will be available in a final agreement.

## **9. Term; Termination.**

This LOI will commence on the date last signed below and will expire automatically on the earlier of: (a) execution of a superseding definitive agreement covering the subject matter hereof; (b) one hundred eighty (180) days after the Effective Date; or (c) written notice by either party that it no longer wishes to pursue the contemplated relationship. Expiration or termination of this LOI will not affect any rights or obligations that expressly survive by their terms, including under Sections 3, 4, 5, 6, 7, 8, 10, and 11.

## **10. Governing Law; Venue.**

This LOI and any dispute arising out of or relating to this LOI or the parties' discussions shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict-of-laws principles. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Delaware for any action or proceeding arising out of or relating to this LOI, and each party waives any objection based on improper venue or forum non conveniens.

## **11. Miscellaneous.**

This LOI may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Signatures delivered by electronic means (including PDF and e-signature platform signatures) will be deemed effective to the same extent as original handwritten signatures.

Neither party may assign this LOI, in whole or in part, without the prior written consent of the other party, except that either party may assign this LOI without consent to a successor in connection with a merger, reorganization, or sale of substantially all of its assets, provided such successor assumes the assigning party's obligations under the binding provisions of this LOI.

If any provision of this LOI is held unenforceable, the remaining provisions will remain in full force to the maximum extent permitted by law. This LOI constitutes the entire understanding of the parties regarding its subject matter and supersedes all prior oral or written discussions concerning such subject matter, except for any separate nondisclosure agreement signed by the parties, which will continue to govern Confidential Information to the extent it is not inconsistent with this LOI.

If the foregoing accurately reflects Partner's current understanding and interest, please indicate acceptance by signing below. The Effective Date of this LOI will be the date of the last signature below.

**Pathogens Artificial Intelligence Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_