

## SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is entered into on May 15, 2025, by and between DataNova Technologies Ltd., a company organized under the laws of the United Kingdom with offices at 12 King's Cross Road, London, UK ("Provider"), and Orion BioMed Inc., a Delaware corporation headquartered at 3000 Wilshire Blvd, Los Angeles, CA ("Client").

WHEREAS, Provider agrees to provide certain software hosting, monitoring, and technical support services to Client in accordance with the service levels described herein.

NOW, THEREFORE, the Parties agree as follows:

### Section 1 – Scope of Services

Provider shall provide the hosting, backup, uptime monitoring, and tiered support services specified in Exhibit A attached hereto. All services shall be delivered in accordance with the standards of performance outlined in this SLA and in the applicable Master Subscription Agreement.

### Section 2 – Definitions

For purposes of this SLA:

"Availability" means the percentage of total time during a calendar month that the Hosted Services are accessible to the Client, excluding Scheduled Maintenance and Excused Downtime.

"Incident" means any unplanned interruption or degradation in service quality, availability, or performance.

"Scheduled Maintenance" means planned system maintenance windows as notified at least 48 hours in advance.

"Service Credits" means monetary credits issued to Client as compensation for failure to meet performance standards.

"Uptime Commitment" means a monthly availability target of 99.95%.

### Section 3 – Term and Termination

This SLA becomes effective on the Effective Date and shall remain in force until terminated. Either Party may terminate this SLA upon thirty (30) days' prior written notice to the other Party. In case of material breach of this SLA or the governing Agreement, either Party may terminate this SLA with immediate effect.

#### Section 4 – Service Availability

Provider guarantees that the Hosted Services will be Available at least 99.95% of the time, measured monthly, excluding Scheduled Maintenance. If Provider fails to meet this Uptime Commitment, Client shall be entitled to Service Credits, calculated as follows:

- Availability between 99.0% and 99.95%: 5% credit
- Availability between 95.0% and 98.99%: 10% credit
- Availability below 95.0%: 25% credit

#### Section 5 – Monitoring and Reporting

Provider shall continuously monitor all production systems and shall make service reports available to Client on a monthly basis. Any Incident that results in downtime greater than 5 minutes shall be reported to Client within 1 business hour of occurrence.

#### Section 6 – Support and Escalation Procedures

Provider shall offer 24x7x365 technical support via email and telephone. Issues shall be classified as follows:

- Severity 1: Complete outage
- Severity 2: Partial disruption or degradation
- Severity 3: Minor issues or questions

Initial response time for Severity 1 issues shall be less than 1 hour. Escalation to senior engineers occurs automatically if an issue remains unresolved after 2 hours. Client may request status updates at any time.

#### Section 7 – Confidentiality Obligations

Each Party agrees to protect the Confidential Information of the other Party with the same degree of care it uses to protect its own confidential data, and in no event with less than reasonable care. Confidential Information shall include system architecture, security protocols, pricing, audit logs, and usage patterns. These obligations survive for a period of three (3) years after termination of this SLA.

#### Section 8 – Limitation of Liability

EXCEPT FOR GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING

LOST PROFITS. TOTAL LIABILITY UNDER THIS SLA SHALL NOT EXCEED THE FEES PAID BY CLIENT TO PROVIDER IN THE SIX (6) MONTHS PRECEDING THE EVENT.

#### Section 9 – Indemnification

Provider agrees to indemnify, defend, and hold harmless Client from and against any third-party claims arising out of Provider's infringement of any intellectual property rights or breach of data privacy obligations. Client agrees to indemnify Provider for any use of the service in violation of law or third-party rights.

#### Section 10 – Governing Law and Dispute Resolution

This SLA shall be governed by the laws of the State of California, without regard to its conflicts of law provisions.

In the event of any dispute, the Parties agree to first attempt informal resolution. If the dispute remains unresolved for thirty (30) days, the Parties shall refer the matter to binding arbitration under JAMS rules in San Francisco, California.

#### Section 11 – Force Majeure

Neither Party shall be liable for failure to perform obligations due to acts of God, labor strikes, denial of service attacks, or internet infrastructure failures not within the Party's control, provided that the affected Party gives written notice and makes reasonable efforts to resume performance.

IN WITNESS WHEREOF, the Parties have executed this SLA as of the Effective Date.

DATANOVA TECHNOLOGIES LTD.

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

Name: Helena Stone

Title: VP, Client Success

Date: May 15, 2025

ORION BIOMED INC.

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

Name: Roger Lin

Title: Head of IT

Date: May 15, 2025