

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service (SaaS) Agreement ("Agreement") is entered into as of April 22, 2024 ("Effective Date"), between Lore Health, LLC, a Delaware limited liability company ("Licensor"), and Swire Pacific Holdings Inc. ("Subscriber"). The Licensor and the Subscriber are sometimes individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, the Licensor is a technology company that develops software to create and foster a virtual community focused on lifestyle behavior change. The Licensor's software includes a social network, LoreBot—a solution-focused, artificial intelligence (AI) agent, various pragmatic learning experiences, and opportunities to receive incentives for experiences.

WHEREAS, Subscriber has a population of employees who may benefit from the Licensor's software platform, and would like to offer it to employees to help them improve their health and reduce the Subscriber's medical claims costs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the Parties agree as follows:

Agreement:

1. Licensor's Services.

1.1 Services. The services include access to the Licensor's mobile application, website, solution-focused AI agent, social network, and database services identified on an Order Form signed by the Subscriber, including associated documentation made available to the Subscriber in writing or online ("Services").

1.2 Order Form. The Services will be specified on an order form that details the fees, categories and counts of Authorized Users, service start date, and any other terms and conditions applicable to the Subscriber's access to and use of the Services ("Order Form"). Each executed Order Form is hereby incorporated into this Agreement in its entirety. An Order Form will take precedence over any other provision of this Agreement, provided that any conflict or inconsistency between the two will only apply to that specific Order Form.

1.3 Control. Licensor has and will retain sole control over the operation, provision, maintenance, and management of the Services.

1.4 Changes. Licensor reserves the right, in its sole discretion, to make changes to the Services to maintain or enhance the quality or delivery of the Services, competitive strength of the Services, or cost efficiency or performance of the Services, or to comply with applicable law.

2. Services Disclaimer. The Subscriber acknowledges and agrees that the Licensor does **not** deliver clinical or medical care, medical services, or provide medical guidance. The Licensor does **not** prescribe treatments, therapies, or medication. The Licensor may collaborate with third parties to connect third-party health technologies to the Licensor's Services for a more seamless user experience. The Subscriber acknowledges and agrees that the Licensor does **not** provide health insurance or insurance benefits of any kind. The Licensor does not accept or hold prepayments for health care services.

3. License to Access and Use the Services.

3.1 Grant. The Licensor grants the Subscriber a non-exclusive and non-transferable license to access and use the Services during the Term solely for Authorized Users within the United States, subject to this Agreement. All rights in the Services not expressly granted hereunder are reserved to the Licensor.

3.2 Scope. This license is solely for the Subscriber's internal business purposes. The Subscriber may add categories or counts of Authorized Users by executing a new Order Form.

- 4. Restrictions.** Except as expressly permitted under this Agreement, Subscriber shall not: (a) make the Services available to anyone other than Authorized Users; (b) copy, modify or create derivative works or improvements of the Services; (c) reverse engineer, disassemble, decompile, decode, adapt or attempt to derive or gain access to the source code of the Services; (d) bypass or breach any security or protection used by the Services; (e) input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any virus, worm, malware or other malicious computer code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner, the Services or provision of Services to any third party; (g) remove, delete, alter or obscure any trademarks, specifications, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices, from any Services or copy thereof; (h) access or use the Services in any manner or for any purpose that violates any applicable law; or (i) access or use the Services beyond the scope of this Agreement and relevant Order Form(s).
- 5. Discretion of the Parties.** The Parties will retain full discretion over their respective businesses. Nothing in this Agreement shall be interpreted to grant either Party any authority, rights, or permission to dictate the other Party's business decisions. Licensor retains sole and absolute discretion to suspend or otherwise deny any Authorized User's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, including but not limited to situations where an Authorized User is no longer associated with the Subscriber or due to violations of Licensor's Terms of Use, Community Guidelines, and Privacy Policy, which are publicly available on the Licensor's website.
- 6. Compensation.** In exchange for the Services to be provided and the licenses granted under this agreement, the Subscriber shall pay the Licensor the fees identified in the applicable Order Form.
- 7. Security.** The Licensor will implement commercially reasonable security measures intended to prevent access to the Services and Licensor's network by unauthorized persons. The Licensor will establish and maintain commercially reasonable safeguards against destruction, loss, or alteration of the Services and/or data that is stored or accessed by the Services. Upon the Licensor's discovery of any security breach, intrusion, or other event giving rise to unauthorized access, destruction, loss, or alteration of the Services or data stored or accessed by the Services, the Licensor shall promptly notify the Subscriber and take commercially reasonable actions to mitigate such event.
- 8. Non-Exclusivity.** Subject to Section 11 of this Agreement, nothing in this Agreement shall prohibit the Parties from separately engaging and conducting business with other entities, including customers and competitors of the Parties.
- 9. Compliance with Laws; Permits and Licenses.** The Parties agree, at their own expense, to operate in full compliance with all government laws, regulations, and requirements. The Parties are responsible for any necessary licenses, permits, insurance, and approvals necessary for the performance of this Agreement, unless otherwise specified in an Order Form.

10. Ownership; Intellectual Property Rights. Each Party shall retain all rights, title, and interest, including all intellectual property rights, in such Party's pre-existing technologies, works, and derivative works. Any data, algorithms, deliverables, or developments made, conceived, created, discovered, invented, or reduced to practice by a Party or using such Party's intellectual property in the performance of this Agreement will remain the sole property of such Party.

11. Confidential Information. The Parties acknowledge that by reason of their relationship, each may disclose ("Disclosing Party") or make available Confidential Information to the other Party (the "Receiving Party"). "Confidential Information" means information in any form or medium: (i) information that is not generally known concerning a Party's products, business, or operations; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations, and proposals related to any agreement; (iii) information relating to the performance of a Party's programs; and (iv) all other non-public information provided by the Parties. All Confidential Information will remain the property of the Disclosing Party.

11.1 Use of Confidential Information. The Receiving Party will maintain Confidential Information in strict confidence and disclose the Confidential Information only to employees, subcontractors, consultants, and representatives who need to know such Confidential Information to fulfill the business affairs and transactions contemplated in this Agreement and who are under similar confidentiality obligations. The Receiving Party will use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. The Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement and will not use the Disclosing Party's Confidential Information for any other purpose without prior written approval of the Disclosing Party. The Receiving Party will not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

11.2 Required Disclosures of Confidential Information. If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party will, unless prohibited by law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party to seek a protective order or other relief it deems appropriate. If disclosure is nonetheless required, the Receiving Party will limit its disclosure to portions of the Confidential Information that must be disclosed.

11.3 Unauthorized Use or Disclosure of Confidential Information. If the Receiving Party discovers any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, it will immediately notify the Disclosing Party. The Receiving Party shall take all reasonable actions to minimize the impact of the unauthorized use or disclosure, and take necessary steps to prevent further breach of this Agreement.

11.4 Protected Health Information and Data Use. The Parties acknowledge and agree that the provision and use of the Services may involve the disclosure of relevant individually identifiable data, which may include protected health information. The Parties agree to execute a business associate agreement and/or a data use agreement.

11.5 Confidentiality Exceptions. Confidential Information does not include information that: (i) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (ii) becomes publicly available other than through any act or omission of the Receiving Party; (iii) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (iv) the Receiving Party receives from a third party that is not bound to keep

the information confidential; or (v) is disclosed by the Receiving Party with Disclosing Party's prior written approval. In no event will either Party's use or disclosure of information relating to the development, improvement, or use of their own products or services be subject to any limitation or restriction.

12. Indemnification. Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors and permitted assigns (each an "Indemnitee") from and against any and all losses, damages, claims, judgments, penalties, fines, costs and expenses, including reasonable attorneys' fees, incurred by the Indemnitee resulting from any third-party claim, demand, action or cause of action arising from or relating to the Indemnifying Party's breach of this Agreement or any Order Form, or the Indemnifying Party's negligence or misconduct.

13. Limited Warranties.

13.1 Each Party represents and warrants to the other Party that (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, (b) is authorized to do business in each jurisdiction in which it conducts business, (c) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of such Party, (d) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, and (e) it is not subject to any other agreement that conflicts with, limits, or otherwise restricts its performance under this Agreement.

13.2 The Licensor represents, warrants, and covenants to Subscriber that it will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. Subscriber's sole and exclusive remedy for Licensor's breach of this warranty shall be Licensor's correction or reperformance of the defective Services within a reasonable time after receipt of written notice from the Subscriber.

13.3 Except for the warranties under Sections 13.1 and 13.2, all Services are provided "as is". The Licensor expressly disclaims all other warranties, express, implied, statutory or otherwise, including without limitation, all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage or trade practice. Licensor makes no warranty of any kind that the Services, or results of using the Services, will meet the requirements of the Subscriber or any Authorized User or that the Services will operate without interruption, achieve any intended or desired result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code or be error free.

14. Disclaimer and Limitation of Liability. Except for confidentiality obligations under this Agreement, neither Party shall be liable to the other for any incidental, consequential, indirect, statutory, exemplary, or punitive damages, including but not limited to lost profits, loss of use, loss of time, inconvenience, lost business opportunity or damage to good will or reputation. No action will be brought for any claim relating to this Agreement more than 1 year after the cause of action occurred. In no event will the aggregate liability of the Licensor arising out of or related to this Agreement exceed the total amounts paid or to be paid to the Licensor in the 12-month period preceding the event giving rise to a claim. The previous limitations apply even if any remedy fails its essential purpose.

- 15. Term and Termination.** This Agreement will begin on the Effective Date and remain in effect until terminated in accordance with its terms ("Term") and applicable Order Forms. Upon expiration or termination of any Order Form or this Agreement, all outstanding compensation shall be reconciled and paid according to the terms of this Agreement and/or any applicable Order Forms. Within thirty days after expiration or termination of this Agreement, each Party will return or destroy the other Party's Confidential Information, materials, or other property that is in its possession.
- 16. Relationship of the Parties.** The relationship of the Parties is that of independent contractors. Nothing in this Agreement and no dealings between the Parties will be construed to create or imply an employment or agency relationship, partnership, joint venture, or fiduciary between the Parties or between one Party and the other Party's employees or agents. Neither Party has authority to act, create any duty or obligation, bind or contract, or incur liability in the name of or on account of the other Party. Also, neither Party has authority to make statements, representations, warranties, or commitments on behalf of the other Party.
- 17. Force Majeure.** Neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if the failure or delay is due to causes beyond a Party's reasonable control. Causes beyond reasonable control include: civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible for so long as the event is in effect. Each Party will notify the other Party of a cause beyond reasonable control within 5 business days of its occurrence.
- 18. Governing Law.** This Agreement will be governed and interpreted in accordance with the laws of the State of Delaware.
- 19. Legal Fees and Collection Costs.** If either Party incurs legal fees or collection costs associated with enforcement of this Agreement or payment of amounts due under this Agreement, the prevailing Party is entitled to recover reasonable costs, attorney's fees, or any court, arbitration, mediation, or other litigation expenses from the other Party.
- 20. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without prior written consent of the other Party. Consent will not be unreasonably withheld, conditioned, or delayed. With consent from the non-assigning Party, the assigning Party may have the Services performed by subcontractors who are not employees. The assigning Party will remain secondarily liable to the non-assigning Party despite any permitted assignment. The Parties agree that the previous conditions do not limit the Licensor's ability to subcontract to connect third-party health technologies and rewards to the Services for a more seamless user experience, without prior notice or consent from the Subscriber.
- 21. Severability.** If any provision or portion of this Agreement is deemed illegal, invalid, or unenforceable by applicable Law or a court of competent jurisdiction, the remaining provisions or portions will remain in full force and effect.
- 22. Survival.** Each term and provision of this Agreement will survive any termination or expiration of this Agreement, even if there is a material breach by either Party.
- 23. Rights Cumulative.** The rights and remedies of the Parties in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law or equity.

24. Authorized Signatories. The Parties agree and warrant that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization will be required.

25. Notices. All notices under this Agreement will be in writing and effective when received by (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail. All written Notices will be simultaneously transmitted electronically by email to authorized representatives of the Party to be notified. Notices will be addressed to the Party to be notified at the following address or another address a Party specifies in a notice:

Swire Pacific Holdings Inc.

12634 S. 265 W.
Draper, UT 84020
Attn: Leandro Tane
801-816-5775
ltane@swirecc.com

Lore Health, LLC


PO Box 431002
Minneapolis, MN 55443-5002
Attention: Mr. Greg Johnson
(801)703-5050
gjohnson@lore.co

26. Modification and Waiver. No change, modification, or waiver of any term or right in this Agreement will be valid unless in writing and signed by authorized representatives of the Parties. Signatures may be electronic. Failure of either Party to enforce any provision in this Agreement will not be construed as a waiver or modification of the provision, or impair a Party's right to enforce the provision or any other provision in the Agreement.

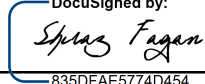
27. Entire Agreement. This Agreement and any Order Forms is the entire agreement between the Parties and supersedes any prior agreement or communications with respect to the subject matter, whether written, oral, electronic, or otherwise.

In witness whereof, the Parties have executed this Agreement on the date set forth below by their authorized representatives.

Swire Pacific Holdings Inc.

By: 
Name: Leandro Tane
Title: VP, Total Rewards

Lore Health, LLC

By: 
Name: Shiraz Fagan
Title: COO, Lore Health

ORDER FORM NO. 1**1. Description of Services.**

1.1 Categories of Authorized Users. The Subscriber will use the Services for the following category of authorized users: Subscriber's employees and their dependents who participate in the Subscriber's health insurance plan ("Authorized Users"). The Subscriber will identify Authorized Users and invite them to access the Services.

1.2 User Access. Authorized Users who voluntarily choose to access the Services ("Lore Users") and who are over 18 years old will be granted access to the exclusive Lore Health social community, available via mobile application and web browser. Lore Users over 18 years old will also have access to technology tools and rewards to enable self-learning about lifestyle choices.

1.3 Implementation Phases. Licensor offers four implementation phases with different durations, user capacities, and financial implications ("Phase" or "Phases"). Subscribers may start in any Phase. The Phases are detailed in Figure 1. Subscribers that start in any of the first three Phases must proceed to a higher Phase upon reaching the maximum time allowed, unless the Licensor agrees to waive this requirement.

Figure 1. Implementation Phases				
	# of Participants			
	Phase 1 < or = 250	Phase 2 251 - 500	Phase 3 501 - 1,000	Phase 4 1,001+
Fund incentives & benefits	Lore	Lore	Lore	Lore
Maximum time allowed in each phase	6 months	6 months	12 months	Ongoing
Reconciliation calculation	No	Yes	Yes	Yes
Discount savings	No	2%	2%	2%+
Recover incentives & benefits	No	Yes	Yes	Yes
Downside risk protection	No	No	Partial	Full
Extra savings	No	No	Possible	Possible

1.4 Reporting. Licensor will provide the Subscriber with monthly reports on Authorized User access to and use of the Services. The Licensor will segment the reporting as needed for the Subscriber.

1.5 Communications. The Licensor will provide approved materials and content about the Services that may be used by the Subscriber in communications with Authorized Users.

1.6 Support Services. The Licensor will provide user support and technical support for the Services.

1.7 User Incentives. Lore Users will receive financial incentives and in-kind incentives ("User Incentives").

1.8 Account Initiation Period. Authorized Users will have an initial account initiation period of 60 calendar days to set up a user account to access the Services, beginning on a mutually agreed upon date. All subsequent account initiation periods will commence annually, or when the Parties agree on the date of a progression from one Phase to another and remain open for 60 calendar days. Authorized Users may also set up their account outside of account initiation

periods when a qualifying life event (e.g., birth or adoption of a child, marriage, divorce) occurs, as defined by the Authorized User's health insurance carrier ("Life Events").

2. Payments.

2.1 Measurement. Medical claims costs are used to measure the results of the Services and determine payments owed. First, a per-person-per-month calculation is established. The allowed amount (i.e., the maximum payment the plan will pay for a covered health care service) of medical and pharmacy claims ("Adjudicated") per Authorized User per month are measured over a 12-month period, adjusted for stop-loss, averaged, and risk adjusted for health status and morbidity. Then, this calculation is used to establish two metrics: a benchmark and a performance indicator. The benchmark is based on the Authorized Users who did not set up a user account to access the Services ("Benchmark"). The performance indicator is based on Lore Users and their dependents ("Lore Performance Indicator"). If any users who are not eligible to participate are retrospectively identified, they will be removed from the Authorized Users category. The Benchmark and the Lore Performance Indicator will be reset after each 12-month period. The Parties will exclude any claim amounts in excess of the Subscriber's stop-loss deductible. The Subscriber may receive savings in the form of a Discount on the Benchmark ("Discount") as shown in Figure 1.

2.2 Lore User Months. The total amount of Lore Users in each month, aggregated for a 12-month period ("Lore User Months").

2.3 Fees.

- a. If the Subscriber's Benchmark is lower compared to the Lore Performance Indicator, then the Subscriber will not pay the Licenser any amount. The Licenser will be responsible for paying User Incentives, Discount, and, for Subscribers in Phase 3 or Phase 4, the Licenser will also reimburse claim amounts for Lore Users the Subscriber incurred and paid above the Benchmark as follows:
 - i. For Subscribers in Phase 3, the Licenser will take the Lore Performance Indicator and subtract the Benchmark. This result will be limited to 10% of the Benchmark and then multiplied by Lore User Months.
 - ii. For Subscribers in Phase 4, the Licenser will take the Lore Performance Indicator and subtract the Benchmark. This result will be multiplied by Lore User Months.
- b. If the Subscriber's Benchmark is higher compared to the Lore Performance Indicator, then the Subscriber will pay the Licenser according to the following steps:
 - i. First, take the Benchmark and subtract the Lore Performance Indicator. Then subtract the Discount. Multiply the result by Lore User Months.
 - ii. Second, subtract the value of User Incentives.
 - iii. Third, the remaining difference is extra savings allocated as follows:
 1. In Phase 3, the Licenser first receives extra savings up to 10% of the Benchmark multiplied by Lore User Months, and then the Subscriber receives any remainder.
 2. In Phase 4, the Licenser receives 80% of the extra savings and the Subscriber receives 20%.

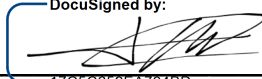
2.4 Collaborative Reconciliation. The Parties agree that the Licenser will work with the Subscriber and/or the Subscriber's designee to collaboratively reconcile financials under the Agreement,

approximately 4 - 6 months after the end of each Benchmark period. Authorized Users will not be included in the reconciliation if they are receiving any of the following treatments or are in treatment for the following conditions: chemotherapy; end stage kidney disease; organ transplant; hemophilia. Fees will not be carried forward between any subsequent Benchmark periods. After the reconciliation is completed, the Licensor will prepare and submit a statement via email to the Subscriber for all Services performed during the statement period. The Parties will issue payment in U.S. dollars within 15 days of the date of the statement. If any amounts become past due, the Licensor may withhold further Services until all amounts are paid and that withholding of Services will not be considered a breach or default of any obligations under this Agreement. **The Parties agree that reconciliation is based on the following assumptions:**

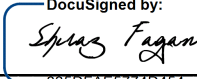
- i. The Subscriber provides the Licensor with an active health plan participation roster, including dependents. The roster is shared monthly in order to capture changes.
 - ii. The Parties mutually agree on an industry-accepted risk adjustment model.
 - iii. The Parties agree on the process of financial reconciliation.
 - iv. Both Parties receive quarterly updates with financial reconciliation calculations.
 - v. The Licensor will be able to use, access, or view claim level detail with diagnosis information about participants, including medical and pharmacy allowed charges.
- 3. Term.** Either Party may terminate this Agreement with or without cause by giving 60 days prior written notice before the end of each Phase.
- 4. Reasonable Requests from the Parties.** The Parties agree to comply with all reasonable requests from each other and provide personnel with access to documents, technology systems, data, and information necessary for performance of the Agreement.

In witness whereof, the Parties have executed this Order Form on the date set forth below by their authorized representatives.

Swire Pacific Holdings Inc.

By: 
 Name: Leandro Tane
 Title: VP, Total Rewards

Lore Health, LLC

By: 
 Name: Shiraz Fagan
 Title: COO, Lore Health