

Recursion Pharmaceuticals, Inc.
Non-Commercial End User License Agreement

1. INTRODUCTION.

This Non-Commercial End User License Agreement (as may be revised from time to time, this “**Agreement**”) is a binding agreement between You (as defined below) and Recursion Pharmaceuticals, Inc., a Delaware corporation with offices located at 41 S. Rio Grande St., Salt Lake City, UT 84101 (“**We**,” “**Us**,” or “**Our**”). This Agreement grants You a license to Use (as defined below) certain Licensed Materials (as defined below) subject to Your acceptance of all terms contained in this Agreement. While this Agreement is not a Creative Commons license, it incorporates certain core principles thereof, including attribution, non-commercial, and ShareAlike (similar to CC BY-NC-SA).

If You wish to Use the Licensed Materials or Derivative Technology for any purpose not permitted by this Agreement, please contact Us to discuss such Use – a commercial license may be available. Any such commercial Use by You (to the extent approved by Us) will be subject to separate commercial licensing terms, and We will retain sole discretion whether or not to agree to any such Use and grant such license (including the applicable terms thereof).

Please read the terms of this Agreement carefully before Using any of the Licensed Materials. By Using any of the Licensed Materials or by clicking to accept or agree to the terms of this Agreement, You agree that You have read and understand the terms of this Agreement, and further agree to accept and agree to comply with the terms of this Agreement. You represent that You are at least 18 years of age, and if You are accessing or using the Licensed Materials on behalf of an entity, that You have the legal authority to enter into this Agreement on that entity’s behalf. If You do not agree to the terms of this Agreement, then You must not Use any Licensed Materials and You should click to reject or not agree to the terms of this Agreement.

We may revise this Agreement from time to time, for any reason. Any change to this Agreement will be effective immediately upon posting unless We state otherwise. You should check this Agreement on the Site regularly. Your continued Use of the Licensed Materials after any changes to this Agreement constitutes Your binding acceptance of this Agreement as revised, including such changes.

2. DEFINITIONS.

“**Derivative Technology**” means any product or technology generated, conceived, developed, or reduced to practice through Your Use of, or derived from or based on, any Licensed Material.

“**Intellectual Property Rights**” means all intellectual property and proprietary rights of any kind, however denominated, throughout the world, including all rights in patents, patent applications, copyrights, trademarks, trade secrets, designs, inventions, works of authorship, software (including source code and object code), documentation, know-how, methods, processes, algorithms, data and databases, and all updates, upgrades, new versions, and enhancements of any and all of the foregoing, and all registrations and applications for any and all of the foregoing.

“**Licensed Intellectual Property Rights**” means copyrights and similar rights closely related to copyrights, including rights in software, data, and databases, (a) owned or otherwise controlled by Us and (b) necessary for You to exercise Your rights under, and in strict accordance with the terms of, this Agreement. “Licensed Intellectual Property Rights” does not include any other Intellectual Property

Rights, including patent rights, trademark rights, moral rights, or publicity, privacy, or other similar personality rights.

“Licensed Materials” means the Recursion Software to which We apply this Agreement. For clarity, references to the “Licensed Materials” in this Agreement include any portion thereof.

“Permitted Purpose” means non-commercial research, academic, and educational purposes only. For the purposes of this definition, “non-commercial research” means research not primarily intended for or directed towards commercial advantage or monetary compensation.

“Recursion Software” means Recursion’s proprietary software (including, without limitation, Recursion’s proprietary AI Models) made available to You through the Site, including any updates or upgrades thereto and any written documentation or other media related thereto made available to You. The Recursion Software will not be provided in source code format.

“Site” means www.rxr.ai, together with their respective subdomains.

“Use” (and its correlatives) means use, download and access of the Licensed Materials.

“You” (and its correlatives) means the individual(s) or entity(ies) that Use the Licensed Materials under this Agreement. If you are Using the Licensed Materials in your individual capacity, all references to “You” reference you as an individual person. If you are Using the Licensed Materials on behalf of a company or other entity, all references to “You” reference both you as an individual person and that company or entity.

3. LICENSE GRANT.

Subject to Your compliance with the terms of this Agreement, We grant to You a personal, limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, irrevocable (except as set forth below) license under the Licensed Intellectual Property Rights to Use the Licensed Materials solely for the Permitted Purpose.

For clarity, and without limiting the generality of the foregoing, You may **not**, in any and all fields (unless otherwise indicated):

(a) sell, lease, rent, lend, license, sublicense, assign, distribute, share, publish, transfer, or otherwise make available the Licensed Materials or Derivative Technology to any individual or entity for monetary compensation;

(b) Use the Licensed Materials or Derivative Technology, in each case, to initiate or conduct, either for Yourself, Your affiliates, or a third party, (i) a program directed to the research, development, manufacture, commercialization, or exploitation of any product (including any pharmaceutical, biologic, or diagnostic product in any and all fields including, but not limited to, neuroscience, oncology, cardiometabolic, immunology and inflammation, rare disease, or infectious disease; or (ii) a service that is, or if successful ultimately would be, intended for commercial sale, distribution, or offering, including validating a biological target in connection with the foregoing activities (collectively, a **“Commercial Program”**);

(c) Use the Licensed Materials or Derivative Technology, in each case, to conduct any research or development to validate any target in the field of neuroscience;

(d) Use the Licensed Materials or Derivative Technology, in each case, to directly or indirectly research, develop, commercialize, or exploit any software, model, algorithm, platform, or artificial intelligence (collectively, **“AI Models”**) that is, or if successful ultimately would be, intended for commercial sale, distribution, or offering;

(d) deploy any AI Model trained on the Licensed Materials or Derivative Technology, in each case, for the purpose of initiating or conducting, either for Yourself, Your affiliates, or a third party, any Commercial Program;

(e) Use the Licensed Materials or Derivative Technology (including any AI Model trained on Licensed Materials), in each case, for the sale, offer for sale, or performance of commercial services;

(f) engage in, or advise in the engaging of, any trading of securities using or based on the Licensed Materials or Derivative Technology; or

(g) publish any article or other document, or deliver any presentation for monetary compensation that is based on Your Use of the Licensed Materials or Derivative Technology (for clarity, this sub-clause (g) will not prohibit You from publishing or presenting any article, document, or presentation that You author or present Yourself in any medium or format so long as You do not directly or indirectly receive any monetary compensation for such publication or presentation).

4. ATTRIBUTION REQUIREMENTS.

You must include an attribution to Us in the applicable form set forth below when citing any Recursion Software constituting an AI Model:

For any Recursion Software constituting an AI Model: “We used the *[insert the name of AI Model]* AI model, available from Recursion Pharmaceuticals, with software documentation at www.rxrx.ai, pursuant to Recursion Pharmaceuticals’ licensing terms at *[insert hyperlink to this Agreement]*. Under this license, Recursion Pharmaceuticals disclaims all representations and warranties with respect to such AI model.”

You should insert the information specified in brackets above, and delete such brackets, when including such attribution.

In addition, You must indicate whether You modified the applicable Licensed Material, or otherwise used any Licensed Material to create any Derivative Technology, and if so, indicate that such Derivative Technology was created using such Licensed Material, and retain any indication of the foregoing previously made by other individuals or entities.

If We request, You must remove any of the information required above to the extent reasonably practicable. Nothing in this Agreement constitutes or may be construed as permission to assert or imply that You are, or that Your Use of the Licensed Materials or Derivative Technology is, connected with, or sponsored, endorsed, or granted official status by, Us.

5. ACCEPTABLE USE TERMS

You will **not**, and will not permit or encourage any other individual or entity to:

(a) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive, recreate, or gain access to the source code of the Recursion Software, in whole or in part;

(b) except as expressly permitted by Section 3 (License Grant), modify, adapt, or create derivative works or improvements of the Licensed Materials;

(c) except as expressly permitted by Section 3 (License Grant), sell, lease, rent, lend, license, sublicense, assign, distribute, share, publish, transfer, or otherwise make available the Licensed Materials to any individual or entity;

(d) Use the Licensed Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right of any individual or entity;

(e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other Intellectual Property Right notices from the Licensed Materials, including any copy thereof;

(f) Use the Licensed Materials to violate any national or international law, statute, decree, rule, or regulation;

(g) attempt to interfere with the proper working of the Recursion Software, or remove, disable, circumvent, or otherwise create or implement any workaround to any security or technological measures for the Licensed Materials, including any measures that control access to the Licensed Materials;

(h) disrupt or interfere with the Recursion Software or Our systems, servers, or networks, or fail to comply with any requirements, procedures, policies, or regulations of networks connected to the Recursion Software, or transmit any viruses, worms, defects, Trojan horses, spyware, malware, ransomware, or any items of a destructive nature through Your Use of the Recursion Software; or

(i) Use the Licensed Materials in any abusive or illegal way, as determined in Our sole discretion.

6. INTELLECTUAL PROPERTY RIGHTS.

You acknowledge and agree that the Licensed Materials are provided under license, and not sold, to You. You acknowledge and agree that the Licensed Intellectual Property Rights are proprietary to Us, and the Licensed Materials are protected under copyright and other Intellectual Property Rights owned or controlled by Us. We own and retain ownership of all Our Intellectual Property Rights, including all rights, title, and interests in and to the Licensed Materials (including any portion thereof that may be incorporated into any Derivative Technology). Under applicable law, Your separate contribution to any Derivative Technology may be subject to Intellectual Property Rights owned or controlled by You ("**Arising Intellectual Property Rights**").

All rights not expressly granted to You herein are reserved for Us. Except for the limited license granted to You herein, this Agreement does not grant You any ownership or other rights or interests in or to the Licensed Materials or Licensed Intellectual Property Rights, whether by implication, estoppel, or otherwise.

7. SHARING LICENSED MATERIALS.

Every individual or entity with whom You share the Recursion Software (including any portion of the Recursion Software incorporated into any Derivative Technology) automatically receives an offer from Us to Use such Recursion Software or portion thereof, as applicable, under the terms of this Agreement.

If You share any Derivative Technology with any individual(s) or entity(ies), then the license You apply to Your Arising Intellectual Property Rights in such Derivative Technology must be essentially the equivalent of this Agreement, and for the avoidance of doubt, must not permit any Use of such Derivative Technology in a manner that is inconsistent with the Permitted Purpose, including the restrictions set forth in Section 3 above.

If You share any Recursion Software or Derivative Technology, You may not offer or impose on any recipient of the Recursion Software or Derivative Technology any additional or different terms or conditions, or apply any technological measures to, the recipient's use of the Recursion Software or

Derivative Technology if doing so restricts such recipient from Using the Recursion Software or Derivative Technology to the same extent as is permitted under this Agreement.

8. UPDATES.

We will have no obligation to provide upgrades or updates to the Licensed Materials. You acknowledge that You may be required on a periodic or as-needed basis to apply updates to or re-download and re-install the Recursion Software to address security, interoperability, or performance issues, or to incorporate new features. You will promptly apply such updates to, or download and install, as applicable, all such updates or upgrades, and acknowledge and agree that the Licensed Materials or portions thereof may not properly operate should You fail to do so. We may also modify or delete in their entirety certain features and functionality of the Licensed Materials, and You agree that We have no obligation to continue to provide the Licensed Materials or enable any particular features or functionality thereof.

9. THIRD-PARTY MATERIALS.

The Licensed Materials may display, include, or make available third-party content and functionality (including data, information, applications, and other products, services, or materials), or provide links to third-party websites or services (“**Third-Party Materials**”). You acknowledge and agree that We are not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability or responsibility to You or any other individual or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to You, and You will access and use them entirely at Your own risk and subject to such third party’s terms and conditions.

10. PRIVACY POLICY.

You acknowledge that when You Use any of the Licensed Materials, We may use automatic means (including, for example, cookies and web beacons) to collect information about Your electronic device and about Your use of the Licensed Materials. You also may be required to provide certain information about Yourself as a condition to Using the Licensed Materials, or certain of their features or functionality. All information We collect through or in connection with the Licensed Materials is subject to Our Privacy Policy at <https://www.recursion.com/privacy-notice> (the “**Privacy Policy**”), which is incorporated herein by reference. By Using the Licensed Materials, You consent to all actions taken by Us with respect to Your information in compliance with the Privacy Policy.

11. TERM AND TERMINATION.

The term of this Agreement (“**Term**”) commences when You download the Recursion Software or otherwise Use any Licensed Materials, and continues for the term of the Licensed Intellectual Property Rights unless otherwise earlier terminated.

Your rights under this Agreement terminate automatically if You fail to comply with this Agreement. Where Your right to Use the Licensed Materials has terminated as provided in the immediately preceding sentence, Your right reinstates (a) automatically as of the date the violation is cured, provided it is cured within 30 days of Your discovery of the violation, or (b) upon express reinstatement by Us. However, this paragraph does not affect any right that We may have to seek remedies for Your violation of this Agreement.

For the avoidance of doubt, We may also offer the Licensed Material under separate terms or conditions, or stop distributing or making the Licensed Materials available at any time; however, doing so will not terminate this Agreement.

Upon termination of this Agreement: (i) all licenses and other rights granted to You under this Agreement will terminate; (ii) You will immediately cease all use of the Licensed Materials, and will delete or otherwise destroy, at Your cost, all Licensed Materials (including, for clarity, all copies thereof), provided that You may continue practicing Your Arising Intellectual Property Rights in any Derivative Technology so long as You do not Use the Licensed Materials (including any portion thereof incorporated into the Derivative Technology); and (iii) the provisions of this Agreement which by their nature must survive termination of this Agreement will continue in force upon any termination, including, but not limited to, Your obligations relating to Intellectual Property Rights, disclaimer of warranties, limitation of liability, effects of termination, and the general provisions.

12. DISCLAIMER OF WARRANTIES.

THE LICENSED MATERIALS, INCLUDING ANY THIRD-PARTY MATERIALS PROVIDED THEREIN, ARE BEING PROVIDED "AS IS," WITH ALL FAULTS AND DEFECTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE, ON OUR OWN BEHALF AND ON BEHALF OF OUR AFFILIATES AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, LICENSORS, AGENTS, SUCCESSORS, AND ASSIGNS, EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, 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, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE LICENSED MATERIALS WILL MEET YOUR 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. WE DO NOT ENDORSE OR REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY, OR RELIABILITY OF ANY LICENSED MATERIALS. YOU ACCEPT THE ENTIRE RISK OF THE ACCURACY, RELIABILITY, SECURITY, OR OTHER PERFORMANCE WITH RESPECT TO YOUR USE OF THE LICENSED MATERIALS OR OTHER EXERCISE OF YOUR RIGHTS UNDER THIS AGREEMENT, INCLUDING YOUR DEVELOPMENT OR USE OF ANY DERIVATIVE TECHNOLOGY. THIS DISCLAIMER OF WARRANTIES WILL BE INTERPRETED IN A MANNER THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOST CLOSELY APPROXIMATES AN ABSOLUTE DISCLAIMER OF WARRANTIES.

13. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, LICENSORS, AGENTS, SUCCESSORS, OR ASSIGNS, HAVE ANY LIABILITY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER LOSSES, COSTS, EXPENSES, OR DAMAGES ARISING OUT OF THIS AGREEMENT OR YOUR USE OF THE LICENSED MATERIALS OR OTHER EXERCISE OF YOUR RIGHTS UNDER THIS AGREEMENT, INCLUDING YOUR DEVELOPMENT OF ANY DERIVATIVE TECHNOLOGY. THE FOREGOING LIMITATION WILL APPLY WHETHER SUCH LOSSES, COSTS, EXPENSES, OR DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL BE INTERPRETED IN A MANNER THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MOST CLOSELY APPROXIMATES AN ABSOLUTE WAIVER OF ALL LIABILITY.

14. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless Us, Our affiliates, and Our and their respective officers, directors, employees, partners, licensors, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to Your use of the Licensed Materials or other exercise of Your rights under this Agreement (including Your development of any Derivative Technology), Your access to or use of any Third-Party Material, Your breach of any term of this Agreement, or Your violation of any law or right of a third party (including any Intellectual Property Rights of a third party).

15. GENERAL PROVISIONS.

US Government Rights. The Licensed Materials include commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if You are an agency of the US Government or any contractor therefore, You receive only those rights with respect to the Licensed Materials 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.

Export Regulation. The Licensed Material or Derivative Technology may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the Licensed Material or any Derivative Technology to, or make the Licensed Material or any Derivative Technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Licensed Material or any Derivative Technology available outside the United States.

Assignment. You may not assign this Agreement or any of your rights or obligations hereunder without Our prior written consent and any attempt to do so without such consent will cause this Agreement and any of Your rights hereunder to be null and void. We may assign this Agreement or any of Our rights or obligations hereunder without Your consent.

Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Utah, United States, without giving effect to any choice of law provision or rule that would cause the application of laws of any other jurisdiction and without regard to the United Nations Convention on Contracts for the International Sale of Goods. You irrevocably agree that the state and federal courts in the County of Salt Lake, Utah, United States, will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, submit to the jurisdiction of such courts, and consent to venue in such forum with respect to any action or proceeding that relates to this Agreement. If We are the prevailing party in any action to enforce this Agreement, then We will be entitled to recover Our reasonable costs and expenses in connection with such action, including reasonable attorneys' fees.

Equitable Relief. You acknowledge and agree that the restrictions set forth in this Agreement are reasonable and necessary to protect Our legitimate interests, and that We would not have entered into this Agreement in the absence of such restrictions, and that any breach or threatened breach by You of any provision of this Agreement will result in irreparable injury to Us, for which there will be no adequate remedy at law. In the event of any breach or threatened breach by You of any provision of this Agreement, We will be authorized and entitled to obtain from any court of competent jurisdiction injunctive relief, whether preliminary or permanent, specific performance, and an equitable accounting

of all earnings, profits, and other benefits arising from such breach, which rights will be cumulative and in addition to any other rights or remedies to which We may be entitled at law or in equity. You waive any requirement that We post a bond or other security as a condition for obtaining any such relief, or show irreparable harm, balancing of harms, consideration of the public interest, or inadequacy of monetary damages as a remedy.

Section Titles. The section titles and headers are for convenience or reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement.

Entire Agreement. Other than the Privacy Policy and any commercial agreement that You have executed with Us in relation to the Licensed Materials, this Agreement constitutes the entire agreement between You and Us with respect to the Licensed Materials.

Severability. If any provision of this Agreement is held to be unenforceable for any reason, then such provision will be reformed only to the extent necessary to make it enforceable, and such holding will not impair the validity, legality, or enforceability of the remaining provisions.

Waiver. No delay or omission by Us in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Us on any one occasion will be effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion.

English Language. This Agreement is in the English language only, which language will be controlling and any revision of this Agreement in any other language will not be binding.

Questions, Comments, and Concerns. All requests for technical support, and other communications relating to the Licensed Materials or the subject matter of this Agreement, including questions, inquiries, and concerns, should be directed to info@rxrx.ai.