

SYSTEMAGE TERMS OF SERVICE AGREEMENT

Last Revised: December 15, 2025

This Test & Services Agreement ("Agreement") is entered into on the date of signature ("Effective Date") by and between the company whose representative has agreed to our terms of service agreement ("Company"), and Generation Lab, a Delaware company with a principal office at 1701 Old Bayshore Highway, Burlingame, CA 94010 ("Generation Lab"). Each is a "Party," and collectively, the "Parties."

Recitals

Generation Lab develops testing services and software using proprietary technology. Company will provide marketing, promotion, and sales services for Generation Lab's Tests and Services. In consideration of mutual agreements, the Parties agree as follows:

1. DEFINITIONS

1.1 "Applicable Law(s)" means all U.S. federal, state, and local laws, including those related to marketing, billing, privacy, and sample handling.

1.2 "Billing Procedure" means the mutually agreed process for collecting and providing Required Information and billing patients.

1.3 "Collection Kit" means supplies provided or authorized by Generation Lab for collecting Samples.

1.4 "Product & Services Fee" is defined in Exhibit A.

1.5 "Documentation" means Generation Lab's test requisition, consent forms, terms of service, and privacy policy.

1.6 "Provider" means a healthcare provider authorized to order Tests under Applicable Laws.

1.7 "Required Information" is defined in Section 4.3.

1.8 "Health Plan Information" means patient interventions, protocols, and adherence data.

1.9 "Samples" are biological specimens collected via Collection Kits per Generation Lab's instructions.

1.10 "Services" means testing, software, and related products offered by Generation Lab to produce Health Reports.

1.11 "Standard Operating Procedures" or "SOPs" means Generation Lab's instructions for sample handling, patient accounts, and Test performance.

1.12 "Test" means the test described in Exhibit A.

1.13 "Health Report" means the Test results report provided by Generation Lab.

1.14 "Third Party" means any entity other than the Parties or their affiliates.

1.15 "Platform" means Generation Lab's software portal for accessing reports and services.

1.16 "Patients" means the Company's patients/customers.

1.17 "Privacy Policy" means the document posted on Generation Lab's website detailing its privacy standards.

2. OVERVIEW

Company will purchase, market, promote, and sell Tests and Services to Patients on a non-exclusive basis. Generation Lab may also market and sell independently.

3. GENERATION LAB RESPONSIBILITIES

3.1 Tests and Services. Generation Lab will perform Tests and Services per SOPs and Applicable Laws.

3.2 Materials. Generation Lab may provide training and promotional materials ("Generation Lab Promotional Materials") for Company's use, subject to approval for modifications and co-branding. Company must comply with branding guidelines and discontinue use upon request.

3.3 Collection Kits. Generation Lab will supply Collection Kits for Test orders, reserving the right to withhold if misused.

4. COMPANY RESPONSIBILITIES

4.1 Training. Company will complete Generation Lab's required training programs.

4.2 Marketing and Logistics. Company will educate Providers and Patients, promote Tests per Applicable Laws, and integrate Tests into its systems. Costs are Company's responsibility. Claims about Tests require Generation Lab's consent.

4.3 Test Orders. Company will facilitate Test orders, ensuring Required Information (consent, terms agreement, and other data) is provided to Generation Lab within 72 hours of Sample collection, per the Billing Procedure.

4.4 Sample Collection. Company will follow SOPs and Applicable Laws for Sample handling, bearing sole responsibility for compliance.

4.5 Collection Kits. Company will order Kits from Generation Lab per Exhibit A, distribute them to Patients of the Company, and train internal Providers on SOPs.

4.6 Health Reports. Company will deliver Health Reports to Patients within 2 business days of receipt, unchanged unless approved. Generation Lab may amend Reports, and Company must distribute updates within 2 days. Deviations by Company absolve Generation Lab of liability.

5. REFERRAL PIPELINE

5.1 To participate in Generation's free referral pipeline, Company must use Generation's Platform and Services.

5.2 Generation Lab will find D2C customers of its platform and recommend them to your Company if they live within the same region of your Company's location.

5.2.1 Generation Lab will find D2C customers for Company's telehealth practices, if they have one. Referrals will come for the states where the practitioners are licensed.

6. BILLING AND PAYMENT

6.1 Fees. Company will pay Test & Services Fees and Kit Charges per Exhibit A.

6.2 Invoicing. Generation Lab will invoice monthly; Company will pay within 30 days in U.S. dollars.

6.3 Billing Responsibility. Company handles all Provider/Patient billing and compliance, independent of its payment obligations to Generation Lab.

6.4 Taxes and Records. Company pays transaction fees and taxes (excluding Generation Lab's income taxes) and maintains records for 5 years, accessible for audit.

6.5 Non-Payment. Generation Lab may suspend services or charge the lower of 1.5% monthly interest, or the highest amount allowable by law, on overdue amounts.

7. QUALITY AND COMPLIANCE

7.1 Education. Company ensures Providers and Patients are informed and consents are obtained per Applicable Laws.

7.2 Reporting. Company will notify Generation Lab of regulatory or third-party claims immediately.

7.3 Sample Acceptance. Samples are accepted only if complete and compliant; rejected Samples may be destroyed.

7.4 Compliance. Company will follow Applicable Laws, SOPs, and industry standards, avoiding unauthorized claims or modifications.

7.5 Ethics. Neither Party will engage in bribery or unlawful acts.

7.6 No Referral Obligation. This Agreement does not require referrals or influence lab choice unless otherwise agreed in writing by both parties.

8. INTELLECTUAL PROPERTY

8.1 Ownership. Generation Lab owns all rights to Tests, Platform, and Health Reports. Company's use of marks requires approval and ceases upon termination.

8.2 Branding. Company will follow Generation Lab's branding guidelines, subject to prior approval.

8.3 License. Generation Lab grants a non-exclusive license to use its marks for promotion, revocable if misused.

9. CONFIDENTIALITY AND SAMPLES

9.1 Confidentiality. The Agreement and related information are confidential, except for limited marketing disclosure. Proprietary data requires consent for third-party sharing.

9.2 Protection. Confidential Information is protected for 5 years post-Term, with exceptions for legal requirements or public data.

9.3 Patient Information. Parties will comply with HIPAA and Applicable Laws for patient data.

9.4 Amendments. Agreement may be amended for legal compliance; failure to agree allows termination.

9.5 Sample Use. Generation Lab may retain or destroy Samples per Privacy Policy and law.

10. WARRANTIES AND LIABILITY

10.1 Company Warranties. Company has authority, licenses, and compliance with Applicable Laws, avoiding government program resales.

10.2 Generation Lab Warranties. Generation Lab will comply with Applicable Laws and use reasonable care, but disclaims result guarantees. Errors are possible; re-performance is the sole remedy.

10.3 Disclaimer. Services are "as is," with no implied warranties.

10.4 Company Indemnity. Company indemnifies Generation Lab against claims from its actions, breaches, or negligence, except where caused by Generation Lab.

10.5 Generation Lab Indemnity. Generation Lab indemnifies Company against claims from its negligence or breaches, except where caused by Company.

10.6 Liability Limits. No indirect damages except for willful breaches; Generation Lab's liability is capped at 12 months' prior revenue.

11. TERM AND TERMINATION

11.1 Term. One-year term, auto-renewing unless terminated with 60 days' notice.

11.2 Termination. Generation Lab may terminate immediately for legal prohibition, impracticality, or Company's breach, or with 30 days' notice without cause.

11.3 Post-Termination. Company pays for services up to termination; Generation Lab processes pending Samples per timelines. Access and Kits are decommissioned post-notice.

11.4 Returns. Company returns unpaid Kits and materials within 30 days or certifies destruction.

11.5 Survival. Sections 4.6.2, 5 (for prior orders), 7, 8, 9, 10.3, 10.4, and 11 survive termination.

12. GENERAL TERMS

12.1 Notices. Written notices are effective upon delivery or confirmation to listed addresses or emails.

12.2 Entire Agreement. This is the full agreement, amendable only in writing.

12.3 Assignment. No assignment without consent, except by Generation Lab in a sale.

12.4 Governing Law. California law applies; disputes go to San Francisco courts.

12.5 Severability. Invalid provisions do not affect others.

12.6 Waiver. No waiver unless explicit.

12.7 Force Majeure. Generation Lab is excused for uncontrollable delays.

12.8 Independent Contractors. Parties are not partners; no third-party rights are created.

13. GENERATION LAB APPOINTMENT POLICY – FOR PROVIDERS

13.1 Payment and Compensation:

- Platform Fee: Generation Lab retains a 10% service fee from each completed appointment transaction after applicable fees.
- Payment Schedule: Your earnings will be transferred monthly, typically within the first week of each month for all completed appointments from the previous month.
- Payment Methods: Paypal or other payment method upon request.

13.2 Appointment Management:

- Cancellation Protection: You will receive full compensation for appointments cancelled less than 2 business days in advance, protecting your reserved time. Appointments cancelled 2 or more business days in advance will not result in payment to you.

- **Schedule Control:** You maintain full control over your availability calendar and can block times as needed, stop accepting new clients, or stop accepting new appointments entirely.
- **Client Communication:** All appointment communications must go through the Generation Lab platform or related channels for documentation and support purposes.

13.3 Rescheduling and Cancellation Policy:

- **Provider-Initiated Rescheduling:** You may request to reschedule an appointment before the scheduled time. This will cancel the original appointment and redirect the client to select a new time slot with you. The client will receive a full refund to their original payment method, and the new booking will require separate payment processing.
- **Provider-Initiated Cancellation:** You may cancel an appointment before the scheduled time, which will result in a full refund of the paid appointment fee to the client.
- **Client-Initiated Rescheduling Confirmations:** When clients request to reschedule (up to 24 hours, 1 business day, prior to appointment), you must confirm or decline the request. If you do not confirm a reschedule request past the original appointment time, the requested appointment will be automatically cancelled and the client will receive a full refund. To confirm rescheduling requests, simply log into your provider portal and go to "Appointment" page, or directly respond to the email notification.

13.4 Refund Policy - Provider Impact:

- **Cancellation Policy:** When clients cancel with adequate notice (2+ business days), clients get full refund.
- **Short Notice Cancellations:** Client cancellations with less than 2-business-day notice will result in full compensation to you.
- **Emergency Cancellations:** In rare emergency situations where refunds are approved with short notice, Generation Lab will provide documentation and explanations on the case.

13.5 Complimentary Consultation Program:

- **Participation:** Participation in the 15-minute complimentary consultation program is optional but encouraged for client acquisition, retention, and upselling.
- **Compensation:** Complimentary consultations are not directly compensated but serve as lead generation, selling health services, and to encourage paid, follow-up bookings.
- **Time Management:** You control when consultation slots are available and can limit the number per day or per week.

13.6 No-Show Policy:

- **Reporting:** Please report "Missed Appointment" for any appointment your client or you missed, under the "Past Appointment" tab on the "Appointment" page. No-

show incidents are tracked and clients with patterns of missed appointments may face booking restrictions.

- Full Compensation: You receive 100% payment for client no-shows, as you reserved the time slot.
- Automatic Processing: No-show fees are automatically processed - no action required from you.
- Client Communication: Generation Lab handles all no-show follow-up communication with clients.

13.7 Best Practices for Providers:

- Appointment Attendance: Please attend your booked appointments. No-show incidents are tracked and providers with patterns of missed appointments may face booking restrictions. We recommend turning on email and SMS notifications and keeping track of your schedule.
- Professional Standards: Familiarize yourself with SystemAge Test and interpretations of different cases. Provide reliable explanations and recommendations based on your client's test results, personal preferences and medical history. Maintain all applicable licensing and professional standards in your practice.

13.8 Support and Resources:

- Educational Resource: Available in the provider portal.
- Support: Please contact support@generationlab.com any time - we're pretty good at replying.
- Feedback: All feedback is greatly appreciated! Please help us improve by sending an email to your dedicated point of contact, or book a feedback session and talk to our team (<https://calendar.app.google/oKKRjyXk9BJyL4Zt5>).

IN WITNESS WHEREOF, the Parties execute this Agreement by clicking agree on these TERMS OF SERVICE as of the Effective Date.

EXHIBIT A

Test Means: DNA methylation bisulfite sequencing, or other methods used by Generation Lab via proprietary bioinformatics software, producing a Health Report on the Platform or as a PDF.

Test & Services Fees:

- The current MSRP is posted on Generation Lab's website and will continue to act as the general source for current MSRP
- Fees for Test & Services will be the current price by Generation Lab during the time of order.
- There are available price breaks for volume purchases or long-term commitments.