

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8226459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/04/2023
CONVEYING PARTY DATA	
Name	Execution Date
NARING HEALTH, INC. (F/K/A DISCERN DX, INC.)	08/04/2023
RECEIVING PARTY DATA	
Name:	VIOME LIFE SCIENCES, INC.
Street Address:	205 108TH AVENUE NORTHEAST
Internal Address:	SUITE 150
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9689874
Patent Number:	10867706
Patent Number:	7955810
Patent Number:	11592448
Application Number:	16089019
Patent Number:	11404165
PCT Number:	US2023060918
Patent Number:	9141756
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8609618010
Email:	jdouglas@nuventus.com
Correspondent Name:	JOEL DOUGLAS
Address Line 1:	13030 BRIDGEFORD AVE
Address Line 2:	BONITA SPRINGS
Address Line 4:	BONITA SPRINGS, FLORIDA 34135-3447
NAME OF SUBMITTER:	JOEL DOUGLAS

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REEL: 065263 FRAME: 0639

MERGER AGREEMENT

by and among

VIOME LIFE SCIENCES, INC.,

NARING HEALTH, INC. (F/K/A DISCERN DX, INC.),

VIOME NARING MERGER SUB INC.

and

THE COMPANY STOCKHOLDERS NAMED HEREIN

dated

AUGUST 4, 2023

MERGER AGREEMENT

THIS MERGER AGREEMENT (this “**Agreement**”) is made as of August 4, 2023 by and among Viome Life Sciences, Inc., a Delaware corporation (“**Buyer**”), Naring Health, Inc. (f/k/a DiscernDx, Inc.), a Delaware corporation (the “**Company**”), and Viome Naring Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of the Buyer (“**Merger Sub**”), and Khosla Ventures Seed C, LP and Khosla Ventures Seed D, LP, each a Delaware limited partnership (each a “**Company Stockholder**” and together the “**Company Stockholders**”). Each of the foregoing may be referred to as a “**Party**” and together as the “**Parties**.”

RECITALS

A. WHEREAS, this Agreement contemplates a merger of the Merger Sub with and into the Company, with the Company becoming the Surviving Corporation in accordance with this Agreement. In connection with the Merger, [REDACTED]

[REDACTED] (the “**Merger Consideration**”) in accordance with the following waterfall, as set forth in detail on Schedule A: [REDACTED]

B. WHEREAS, concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Buyer’s and Merger Sub’s willingness to enter into this Agreement, with respect to each patent license agreement set forth on Subsection 2.9 of the Disclosure Schedule, the Company will obtain a consent to assign its rights to the intellectual property described thereunder to the Buyer, which assignment will become effective at the Effective Time.

[REDACTED] WHEREAS, concurrently with the execution and delivery of this Agreement, or as soon as practicable after Closing, and as a condition and inducement to Buyer’s and Merger Sub’s willingness to enter into this Agreement, Buyer, the Company, and the Company Stockholders, as applicable, will enter into the post-closing agreements or arrangements [REDACTED]

[REDACTED] with the consent of Buyer, [REDACTED]

[REDACTED] as set forth in further detail on Schedule B-

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, the Parties hereby agree as follows.

1. The Merger. Upon and subject to the terms and conditions of this Agreement, the Merger Sub shall merge with and into the Company at the Effective Time. From and after the Effective Time, the separate corporate existence of the Merger Sub shall cease and the Company (in its capacity as the entity surviving the Merger, the “**Surviving Corporation**”) shall continue as the entity surviving the Merger. The Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law.

1.1 The Closing.

(a) The closing of the transactions contemplated herein shall take place remotely via the exchange of documents and signatures, at such other time and place as the Buyer, the Company and the Company Stockholders mutually agree upon, orally or in writing (the “Closing”).

(b) At the Closing, the Company shall file with the Secretary of State of the State of Delaware the Certificate of Merger (the time of such effective filing being the “Effective Time”).

(c) At the Closing, the Company and each Company Stockholder, as applicable, shall deliver, or cause to be delivered, to Buyer:

(i) an assignment or other transfer document sufficient to transfer the Company Shares to Buyer, duly executed by Company Stockholder;

[REDACTED]

(iii) a certificate of the Secretary or an equivalent officer of the Company certifying the names and signatures of the officers of the Company authorized to execute this Agreement and any attachments or ancillary documents contemplated under this Agreement; and

(iv) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■

[REDACTED]

1.2 Additional Action. The Surviving Corporation may, at any time from and after the Effective Time, take any action, including executing and delivering any document, in the name and on behalf of either the Company or the Merger Sub in order to consummate and give effect to the transactions contemplated by this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.6 Certificate of Incorporation and By-laws

[REDACTED] The Certificate of Incorporation of the Surviving Corporation immediately following the Effective Time shall be amended and restated to be the same as the Certificate of Incorporation of the Merger Sub immediately prior to the Effective Time [REDACTED]
[REDACTED]

[REDACTED] The By-laws of the Surviving Corporation immediately following the Effective Time shall be the same as the By-laws of the Merger Sub immediately prior to the Effective Time [REDACTED]
[REDACTED]

1.7 Directors and Officers of the Buyer and the Surviving Corporation.

(a) The directors of the Merger Sub immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

(b) The officers of the Merger Sub immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

[REDACTED]

[REDACTED]

[REDACTED]

1.11 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

(b) “**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisers of, or shares the same management company or investment adviser with, such Person.

(c) “**Code**” means the Internal Revenue Code of 1986, as amended.

(d) “**Common Stock**” means shares of common stock, par value \$0.0001 per share, of the Company.

(e) “**Company Intellectual Property**” means all patents, patent applications, registered and unregistered trademarks, trademark applications, registered and unregistered service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Company in the conduct of the Company’s business as now conducted and as presently proposed to be conducted.

[REDACTED]

(h) **“Fundamental Representations”** means the representations and warranties contained in Sections 2.1, 2.2, 2.4, 2.5, 2.15, 3.1, 4.1, 4.2, 4.3, 4.4, and 4.5.

(i) **“Governmental Entity”** shall mean any nation or government, any state or other instrumentality or political subdivision thereof (including any county or city), any entity exercising executive, legislative, judicial, military, regulatory or administrative functions of or pertaining to government, and any quasi-governmental authority of any nature.

(j) **“Law”** means any federal, state, local, foreign or other law, statute, ordinance, regulation, rule, regulatory or administrative guidance, order, constitution, treaty, principle of common law or other restriction of any Governmental Entity.

(k) **“Losses”** means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that “Losses” shall not include punitive damages, except to the extent actually awarded to a governmental authority or other third party.

(l) **“Material Adverse Effect”** means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company or Buyer, as the case may be.

(m) **“Note Purchase Agreement”** means that certain Note Purchase Agreement, dated July 26, 2022 by and among the Company and the Persons listed on the Schedule of Purchasers attached thereto.

(n) **“Person”** means any individual, corporation, partnership, trust, limited liability company, association or other entity.

[REDACTED]

(r) **“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Buyer that, except as set forth on the Disclosure Schedule attached as Exhibit A to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections and subsections contained in this Section 2, and the disclosures in any section or subsection of the Disclosure Schedule shall qualify other sections and subsections in this Section 2 only to

the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections and subsections.

For purposes of these representations and warranties (other than those in Subsections 2.2, 2.3, 2.4, 2.5, and 2.6), the term the “Company” shall include any subsidiaries of the Company, unless otherwise noted herein.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect, and each such jurisdiction is set forth on Section 2.1 of the Disclosure Schedules.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1

[REDACTED]

2.3 Subsidiaries. Except as set forth in Section 2.3 of the Disclosure Schedules, (a) the Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity, and (b) the Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization. All corporate action required to be taken by the Company's Board of Directors and stockholders in order to authorize the Company to enter into this Agreement has been taken or will be taken prior to the Closing. All action on the part of the officers of the Company necessary for the execution and delivery of this Agreement and the performance of all obligations of the Company under this Agreement to be performed as of the Closing has been duly authorized. This Agreement, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

[REDACTED]

[REDACTED]

2.7 Intellectual Property. The Company owns, licenses, or possesses sufficient legal rights to all Company Intellectual Property without any known conflict with, or infringement of, the rights of others, including prior employees or consultants, or academic or medical institutions with which any of them may be affiliated now or may have been affiliated in the past. To the Company's knowledge, no

product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. Other than with respect to commercially available software products under standard end-user object code license agreements, there are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership interests of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other Person. The Company has not received any communications alleging that the Company has violated, or by conducting its business, would violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets, mask works or other proprietary rights or processes of any other Person. The Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees for their use in connection with the Company's business.

Each employee and consultant has assigned to the Company all intellectual property rights he or she owns that are related to the Company's business as now conducted and as presently proposed to be conducted and all intellectual property rights that he, she or it solely or jointly conceived, reduced to practice, developed or made during the period of his, her or its employment or consulting relationship with the Company that (a) relate, at the time of conception, reduction to practice, development, or making of such intellectual property right, to the Company's business as then conducted or as then proposed to be conducted, (b) were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or information or (c) resulted from the performance of services for the Company. Subsection 2.7 of the Disclosure Schedule lists all patents, patent applications, registered trademarks, trademark applications, service marks, service mark applications, tradenames, registered copyrights, and licenses to and under any of the foregoing, in each case owned by the Company.

For purposes of this Subsection 2.7, the Company shall be deemed to have knowledge of a patent right if the Company has actual knowledge of the patent right or would be found to be on notice of such patent right as determined by reference to United States patent laws. No government funding, facilities of a university, college, other educational institution or research center, or funding from third parties was used in the development of any Company Intellectual Property. No Person who was involved in, or who contributed to, the creation or development of any Company Intellectual Property, has performed services for the government, university, college, or other educational institution or research center in a manner that would affect Company's rights in the Company Intellectual Property.

2.8 Compliance with Other Instruments. The Company is not in violation or default (i) of any provisions of the Company Charter or its Bylaws, (ii) of any instrument, judgment, order, writ or decree, (iii) under any note, indenture or mortgage, or (iv) under any lease, agreement, contract or purchase order to which it is a party or by which it is bound that is required to be listed on the Disclosure Schedule, or (v) to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree,

contract or agreement; or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.10 Certain Transactions.

[REDACTED]

[REDACTED] The Company is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing, other than in connection with expenses or advances of expenses incurred in the ordinary course of business or employee relocation expenses and for other customary employee benefits made generally available to all employees. None of the Company's directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing are, directly or indirectly, indebted to the Company [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) Subsection 2.14(g) of the Disclosure Schedule sets forth each employee

benefit plan maintained, established or sponsored by the Company, or which the Company participates in or contributes to, which is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied in all material respects with all applicable laws for any such employee benefit plan.

2.15 Tax Returns and Payments. Except as set forth in Section 2.15 of the Disclosure Schedules, there are no federal, state, county, local or foreign taxes due and payable by the Company which have not been timely paid. There are no accrued and unpaid federal, state, county, local or foreign taxes of the Company which are due, whether or not assessed or disputed. There have been no examinations or audits of any tax returns or reports by any applicable federal, state, local or foreign governmental agency. The Company has duly and timely filed all federal, state, county, local and foreign tax returns required to have been filed by it and there are in effect no waivers of applicable statutes of limitations with respect to taxes for any year.

2.16 Employee Agreements.

[REDACTED]

No current or former employee has excluded works or inventions from his or her assignment of inventions pursuant to such employee’s Confidential Information Agreement. Each current and former employee has executed a non-competition and non-solicitation agreement substantially in the form or forms delivered to counsel for the Buyer.


2.17 Corporate Documents. The Company Charter and Bylaws are in the form provided to counsel for the Buyer. The copy of the minute books of the Company provided to counsel for the Buyer contains minutes of all meetings of directors and stockholders and all actions by written consent without a meeting by the directors and stockholders since the date of incorporation and accurately reflects in all material respects all actions by the directors (and any committee of directors) and stockholders with respect to all transactions referred to in such minutes.

[REDACTED]

2.19 Insurance. Section 2.19 of the Disclosure Schedule sets forth a true and complete list of each insurance policy maintained by the Company, specifying the insurer, amount of coverage, type of insurance, policy number, and a list of all pending claims. All such insurance policies are in full force and effect. The Company is not in material default with respect to its obligations under any such insurance policies. There are no claims pending under any such insurance policies as to which coverage has been

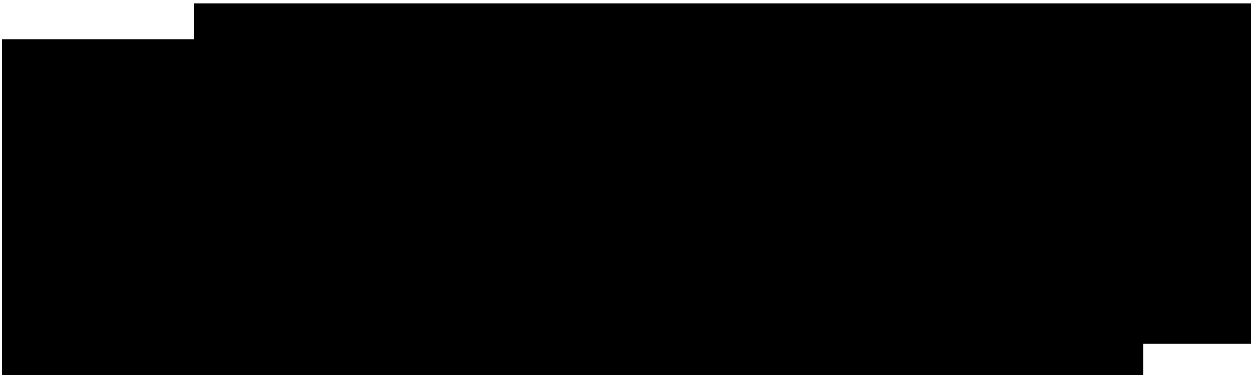
questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

2.20 Environmental. The Company is in compliance in all material respects with all Laws related to protection or quality of the natural environment. To the Company's knowledge, it has not become subject to any liabilities under any such environmental Laws, whether by contract or operation of Law, and has not received any written notice from any Governmental Entity or any other Person regarding any actual or alleged violation of such environmental Laws, or any liabilities or potential liabilities under any environmental Law.





3. Representations and Warranties of the Company Stockholders. Each Company Stockholder hereby represents and warrants to the Buyer that:

3.1 Authorization. The Company Stockholder has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Company Stockholder, will constitute valid and legally binding obligations of the Company Stockholder, enforceable in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.



3.3 Disclosure of Information. The Company Stockholder has had an opportunity to discuss the Buyer's business, management, financial affairs and the terms and conditions of the offering of the Buyer Common Stock with the Buyer's management and has had an opportunity to review the Buyer's facilities.



[REDACTED]

(a) "THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend required by the securities laws of any state to the extent such laws are applicable to the Buyer Common Stock represented by the certificate, instrument, or book entry so legended.

3.7 Accredited Investor. The Company Stockholder is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

[REDACTED]

3.9 No General Solicitation. Neither the Company Stockholder, nor any of its officers, directors, employees, agents, stockholders or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Buyer Common Stock.

3.10 Exculpation Among Company Stockholders. The Company Stockholder acknowledges that it is not relying upon any Person in making its investment or decision to invest in the Buyer.

3.11 Residence. If the Company Stockholder is an individual, then the Company Stockholder resides in the state or province identified in the address of the Company Stockholder set forth on Schedule A; if the Company Stockholder is a partnership, corporation, limited liability company or other entity, then the office or offices of the Company Stockholder in which its principal place of business is identified in the address or addresses of the Company Stockholder set forth on Schedule A.

4. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to each Company Stockholder that:

4.1 Organization, Good Standing, Corporate Power and Qualification. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted. The Buyer is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

laws.

[REDACTED]

(c) The fair market value of the Buyer Common Stock is \$6.68 per share as of the Effective Time, as determined in good faith by the board of directors of the Buyer.

4.3 Authorization. All corporate action required to be taken by the Buyer's Board of Directors and stockholders in order to authorize the Buyer to enter into this Agreement, and to issue the Buyer Common Stock at the Closing has been taken or will be taken prior to the Closing. All action on the part of the officers of the Buyer necessary for the execution and delivery of this Agreement, the performance of all obligations of the Buyer hereunder to be performed as of the Closing, and the issuance and delivery of the Buyer Common Stock has been taken or will be taken prior to the Closing. This Agreement, when executed and delivered by the Buyer, shall constitute valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

[REDACTED]

4.5 Governmental Consents and Filings. Assuming the accuracy of the representations made by the Company Stockholders in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Buyer in connection with the consummation of the transactions contemplated by this Agreement.

4.6 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Buyer's knowledge, currently threatened in writing (i) against the Buyer or any officer, director or employees of the Buyer [REDACTED] (ii) to the Buyer's knowledge, that questions the validity of this Agreement or the right of the Buyer to enter into this Agreement, or to consummate the transactions contemplated by this Agreement; or (iii) to the Buyer's knowledge, that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Neither the Buyer nor, to the Buyer's knowledge, any of its

officers, directors or employees is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers, directors or employees, such as would affect the Buyer). There is no action, suit, proceeding or investigation by the Buyer pending or which the Buyer intends to initiate. [REDACTED]

5. Indemnification.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(e) For purposes of this Section 5, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Miscellaneous.

6.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.2 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective Parties at their address as set forth on the signature page or Schedule A, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Subsection 6.6. If notice is given to the Buyer, it shall be sent to 205 108th Ave NE Suite 150, Bellevue, WA 98004, Attention: Chief Executive Officer; and a copy (which shall not constitute notice) shall also be sent to Karr Tuttle Campbell, 701 Fifth Avenue, Suite 3300, Seattle, WA 98104 Attn: Adam D. Matherly.

[REDACTED]

6.9 Amendments and Waivers. Any term of this Agreement may be amended, terminated or waived only with the written consent of the Buyer, the Company and the Company Stockholders.

6.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.11 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.12 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly canceled.

[REDACTED]

[REDACTED]



[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have executed this Merger Agreement as of the date first written above.

NARING HEALTH, INC.

DocuSigned by:
Robbie Schwietzer
By: _____
Name: Robbie Schwietzer
Title:

VIOME NARING MERGER SUB INC.

By: _____
Name: Naveen K. Jain
Title: Chief Executive Officer

VIOME LIFE SCIENCES, INC.

By: _____
Name: Naveen K. Jain
Title: Chief Executive Officer

COMPANY STOCKHOLDERS:

KHOSLA VENTURES SEED C, LP

By: Khosla Ventures Seed Associates C, LLC, a Delaware limited liability company and general partner of Khosla Ventures Seed C, LP

By: _____
Name: John Demeter
Title: General Counsel

KHOSLA VENTURES SEED D, LP

By: Khosla Ventures Seed Associates D, LLC, a Delaware limited liability company and general partner of Khosla Ventures Seed D, LP

By: _____
Name: John Demeter
Title: General Counsel

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By: _____
Name: Robbie Schwietzer
Title:

VIOME NARING MERGER SUB INC.

DocuSigned by:
Naveen K. Jain
By: _____
Name: Naveen K. Jain
Title: Chief Executive Officer

VIOME LIFE SCIENCES, INC.

DocuSigned by:
Naveen K. Jain
By: _____
Name: Naveen K. Jain
Title: Chief Executive Officer

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Title: General Counsel

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By: _____
Name: John Demeter
Title: General Counsel

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By: _____
Name: Robbie Schwietzer
Title:

VIOME NARING MERGER SUB INC.

By: _____
Name: Naveen K. Jain
Title: Chief Executive Officer

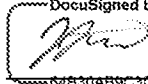
VIOME LIFE SCIENCES, INC.

By: _____
Name: Naveen K. Jain
Title: Chief Executive Officer

COMPANY STOCKHOLDERS:

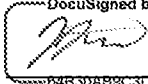
KHOSLA VENTURES SEED C, LP

By: Khosla Ventures Seed Associates C, LLC, a Delaware limited liability company and general partner of Khosla Ventures Seed C, LP

DocuSigned by:

By: _____
Name: John Demeter
Title: General Counsel

KHOSLA VENTURES SEED D, LP

By: Khosla Ventures Seed Associates D, LLC, a Delaware limited liability company and general partner of Khosla Ventures Seed D, LP

DocuSigned by:

By: _____
Name: John Demeter
Title: General Counsel

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EXHIBIT A
DISCLOSURE SCHEDULE

This Disclosure Schedule is delivered pursuant to the Merger Agreement (the “**Agreement**”), by and among Naring Health, Inc. (the “**Company**”), Viome Life Sciences, Inc., a Delaware corporation (the “**Buyer**”), and Viome Naring Merger Sub Inc., a Delaware corporation and wholly-owned subsidiary of the Buyer (“**Merger Sub**”), and the stockholders of the Company listed on Schedule A to the Agreement. All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided.

The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure.

Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission of liability or an admission against the Company’s interest.

References to any document are to such document as amended as of the date of the Agreement, provided such amendment is properly noted in the reference to such document. All descriptions in this Disclosure Schedule of documents that have been previously delivered or made available to the Purchasers or their counsel are qualified in their entirety by reference to the actual documents.

Section 2.1 **Other Jurisdictions**

1. Naring Health, Inc. maintains a business qualification in California.
2. Foodome Inc. maintains a business qualification in Massachusetts.



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Section 2.3 Subsidiaries

The Company owns 100% of the capital stock of Foodome Inc., a Delaware corporation.

[REDACTED]

[REDACTED]

Section 2.7 Intellectual Property.

1. **Patents:** See attached.

[REDACTED]

[REDACTED]

PATENTS

Filed	Application Number	Country	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention

PATENT APPLICATIONS

Filed	Application Number	Country	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention

PCT PATENT APPLICATIONS

Filed	Application Number	Country	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention

Chinese PATENT APPLICATIONS

Filed	Application Number	Country	Patent No. (P) or Serial No. (S)	Date	Name of Inventor	Title of Invention
09/05/2018	201880071886.5	CN			Brian K. Maples	Methods for computational analysis of biological samples with machine learning analysis and systems for same

Section 2.9(a) Material Contracts.

[REDACTED]

2. Sponsored Research Agreement (BWH Agreement No. 2020A004048), dated as of September 1, 2020, by and among Foodome Inc. and The Brigham and Women's Hospital, Inc., a not-for-profit Massachusetts corporation, as amended by (1) First Amendment to Sponsored Research Agreement, dated August 27, 2021, (2) Second Amendment to Sponsored Research Agreement, dated February 28, 2022, and (3) Third Amendment to Sponsored Research Agreement, dated October 4, 2022.

3. Clinical Research Organization Master Services Agreement, dated as of October 5, 2022, by and among 10343781 Canada Inc dba Dicentra CRO, an Ontario corporation, and the Company.

4. University – Industry Sponsored Research Agreement, dated as of May 6, 2020, by and among Foodome Inc. and Northeastern University, a non-profit institute of higher education.

[REDACTED]

6. License Agreement, dated May 21, 2021, by and among Northeastern University, as Licensor, and Foodome Inc. as Licensee.

7. Exclusive Patent License Agreement, dated as of May 2, 2016, by and among the University of Southern California, a California nonprofit corporation, as Licensor, and the Company as successor in interest to Applied Proteomics, Inc., as Licensee.

[REDACTED]

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