

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("**Agreement**") is being entered into as of November 21, 2024 (the "**Effective Date**"), between ACCOLADE, INC., a Delaware corporation ("**Accolade**"), and TRANSCARENT, INC., a Delaware corporation ("**Counterparty**").

In connection with a possible strategic transaction between Accolade and the Counterparty or its affiliates (the "**Potential Transaction**"), each of Accolade and the Counterparty (referred to collectively as the "**Parties**" and individually as a "**Party**") has either requested or may request access to certain non-public information regarding the business, operations and financials of the other Party. Each Party, in its capacity as a provider of information, is referred to in this Agreement as the "**Provider**"; and each Party, in its capacity as a recipient of information, is referred to in this Agreement as the "**Recipient**". This Agreement sets forth the Parties' obligations regarding the use and disclosure of such information and regarding various related matters.

The Parties, intending to be legally bound, acknowledge and agree as follows:

1. Limitations on Use and Disclosure of Confidential Information. Subject to Section 3 below, neither the Recipient nor any of the Recipient's Representatives (as defined in Section 14(a) below) will, at any time, directly or indirectly:

(a) make use of any of the Provider's Confidential Information (as defined in Section 13 below), except for the specific purpose of considering, evaluating, negotiating, financing, and consummating, or in connection with any litigation or arbitration between the Parties related to the Potential Transaction (the "**Purpose**"); or

(b) disclose any of the Provider's Confidential Information to any other Person (as defined in Section 14(a) below).

The Recipient will be liable for any action or inaction by any of its Representatives that would be a breach of this Agreement if such Representatives were parties to this Agreement. The Recipient will (at its own expense) take commercially reasonable actions necessary to restrain its Representatives from making any unauthorized use or disclosure of any of the Provider's Confidential Information or the Transaction Information (as defined in Section 14(a) below).

2. No Representations by Provider. Provider will have the exclusive authority to decide what Confidential Information (if any) of Provider is to be made available to Recipient and its Representatives. Neither the Provider nor any of the Provider's Representatives will be under any obligation to make any particular Confidential Information of the Provider available to the Recipient or any of the Recipient's Representatives or to supplement or update any Confidential Information of the Provider previously furnished. Neither the Provider nor any of its Representatives has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any of the Provider's Confidential Information, and neither the Provider nor any of its Representatives will have any liability to the Recipient or to any of the Recipient's Representatives on any basis (including, without limitation, in contract, tort or under United States federal or state securities laws or otherwise) relating to or resulting from the use of any of the Provider's Confidential Information or any inaccuracies or errors therein or omissions therefrom. The only statements that will be representations and warranties that have legal effect will be those that are included in any final definitive written agreement that provides for a transaction between the Parties and is validly executed on behalf of the Parties (a "**Definitive Agreement**").

3. Permitted Disclosures.

(a) Notwithstanding the limitations set forth in Section 1 above:

(i) the Recipient and its Representatives may disclose Confidential Information of the Provider if and to the extent that the Provider or any of its authorized Representatives (which, in the case of Accolade, is only the special committee of the Board of Directors of Accolade formed for the purpose of evaluating the Potential Transaction (the “**Special Committee**”) or any member thereof, any of Accolade’s or the Special Committee’s financial advisors, investment bankers, or legal counsel, any of Accolade’s Chief Executive Officer, Chief Financial Officer, or General Counsel, or any other Representative of Accolade approved in writing by any of the foregoing (which may be provided by email) (collectively, the “**Designated Accolade Representatives**”)) consents in writing to the Recipient’s disclosure thereof;

(ii) subject to Section 3(b) below, the Recipient may disclose Confidential Information of the Provider to any Representative of the Recipient, but only to the extent such Representative (A) needs to know such Confidential Information for the Purpose, and (B) has been informed of the confidential nature of the Confidential Information and has agreed to abide and be bound by the provisions hereof or is otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement; and

(iii) subject to Section 3(c) below, the Recipient may disclose Confidential Information of the Provider to the extent required by law, rule, or regulation (including the rules, regulations and listing standards of any stock exchange or self-regulatory organizations), or by any judicial, administrative, arbitral, audit, or other similar proceeding or legal process, or any order, arbitral award, or other similar document or directive.

(b) If prior to providing or making available certain Confidential Information to the Recipient or any of its Representatives, the Provider delivers to the Recipient a written notice stating that the disclosure of such Confidential Information of the Provider may be disclosed only to specified Representatives of the Recipient, then notwithstanding anything to the contrary contained in Section 3(a)(ii) above, and without limiting Section 3(a)(iii) above, the Recipient shall not thereafter disclose or permit the disclosure of any of such Confidential Information to any other Representative of the Recipient (other than as may be mutually agreed by the parties, not to be unreasonably withheld, conditioned, or delayed).

(c) If the Recipient or any of the Recipient’s Representatives is required by Law to disclose any of the Provider’s Confidential Information to any Person, then, to the extent legally permissible, the Recipient will promptly provide the Provider with written notice of the applicable Law so that the Provider may seek a protective order or other appropriate remedy. The Recipient and its Representatives will use commercially reasonable efforts to cooperate (at the Provider’s expense) with the Provider and the Provider’s Representatives in any attempt by the Provider to obtain any such protective order or other remedy. If the Provider elects not to seek, or is unsuccessful in obtaining, any such protective order or other remedy in connection with any requirement that the Recipient or any of the Recipient’s Representatives disclose Confidential Information of the Provider, and if the Recipient or its applicable Representative obtains advice of outside legal counsel confirming that the disclosure of such Confidential Information is required by such applicable Law, then the Recipient and its applicable Representatives may disclose such Confidential Information to the extent required pursuant to Law; *provided, however*, that the Recipient and its applicable Representatives will use their commercially reasonable efforts to obtain assurances that such Confidential Information will be held confidentially by each Person to whom it is disclosed. Notwithstanding the foregoing, no such notice or cooperation shall be required by the Recipient or any of its Representatives in connection with any routine or ordinary course audit or examination from a bank examiner, auditor, regulatory authority or self-regulatory authority that is not specifically targeted towards the Potential Transaction or the Provider or any of its Confidential Information, provided that, in each case, so long as such disclosure is only to the extent requested, is only made to the requesting bank examiner, auditor, regulatory authority or self-regulatory authority.

4. Return of Confidential Information. Upon the Provider’s written request, the Recipient and the Recipient’s Representatives will promptly deliver to the Provider or destroy any written or electronic materials containing any of the Provider’s Confidential Information (and all copies thereof) obtained or possessed

by the Recipient or any of the Recipient's Representatives; *provided, however*, that, in lieu of delivering to the Provider any written or electronic materials containing Confidential Information of the Provider, the Recipient and its Representatives may destroy such materials and deliver to the Provider a written confirmation (email being sufficient) confirming their destruction, subject to any permitted retention described below; *provided further*, that (a) Recipient and its Representatives shall not be required to destroy any computer files or other electronic materials stored securely by them that are created pursuant to Recipient's or such Representative's standard and automatic backup or archival procedures or that are otherwise retained pursuant to any such Person's bona fide document retention policies; (b) Recipient and its Representatives (including its external auditors) shall be entitled to retain any written or electronic materials containing any of the Provider's Confidential Information that are required to be retained pursuant to applicable Law or any professional standard applicable to them; and (c) if any judicial, administrative, arbitral, or other legal process has been instituted to seek disclosure of any Confidential Information of Provider, or that may otherwise implicate any such Confidential Information, such Confidential Information may be retained and need not be destroyed unless and until such legal process is settled or a final judgment with respect thereto is rendered. Such retained Confidential Information shall continue to be maintained in accordance with this Agreement's confidentiality and use terms until the earlier of (i) such electronic data or other record no longer constituting "Confidential Information", (ii) the return or destruction of such electronic data or other record in accordance with this Section 4, or (iii) three years from the date hereof. Notwithstanding the delivery to the Provider (or the destruction by the Recipient) of Confidential Information of the Provider pursuant to this Section 4, the Recipient and its Representatives will continue to be bound by their confidentiality obligations and other obligations under this Agreement.

5. Standstill Provision. Subject to the exceptions set forth in the last paragraph of this Section 5, during the 12-month period commencing on the Effective Date (the "***Standstill Period***"), neither the Counterparty nor any of its Representatives (acting on behalf of Counterparty or any of Counterparty's subsidiaries or controlled affiliates), will, in any manner, directly or indirectly:

- (a) make, effect, initiate, cause or participate in (i) any acquisition of beneficial ownership of 3% or more of any class of equity securities (including through derivatives thereof) or debt of Accolade or any subsidiary of Accolade, (ii) any acquisition of any material assets of Accolade or any material assets of any subsidiary, division, or other controlled affiliate of Accolade, (iii) any tender offer, exchange offer, merger, business combination, recapitalization, restructuring, liquidation, dissolution, or other similar extraordinary transaction involving Accolade or any subsidiary or other controlled affiliate of Accolade or involving any securities or material assets of Accolade or any securities or material assets of any subsidiary, division, or other controlled affiliate of Accolade, or (iv) any "solicitation" of "proxies" (as those terms are used in the proxy rules of the Securities and Exchange Commission) or consents with respect to any securities of Accolade;
- (b) form, join or participate in a "group" (as defined in the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder) with respect to the beneficial ownership of any securities of Accolade or any subsidiary, division, or other controlled affiliate of Accolade;
- (c) act, alone or in concert with others, to seek to control or influence the management, board of directors or policies of Accolade;
- (d) take any action that might reasonably be expected to require Accolade to make a public announcement regarding any of the types of matters set forth in clause "(a)" of this sentence;
- (e) agree or offer to take, or knowingly encourage or propose (publicly or otherwise) the taking of, any action referred to in clause "(a)", "(b)", "(c)" or "(d)" of this sentence;
- (f) knowingly assist, induce or encourage any other Person to take any action of the type referred to in clause "(a)", "(b)", "(c)", "(d)" or "(e)" of this sentence;

(g) enter into any discussions, negotiations, arrangement or agreement with any other Person (other than Counterparty's Representatives (excluding any Permitted Financing Source)) relating to any of the foregoing; or

(h) request or propose that Accolade or any of its Representatives amend, waive, or consider the amendment or waiver of any provision set forth in this Section 5.

Nothing in this Agreement will prevent Counterparty or any of its Representatives from directly or indirectly communicating with the Special Committee, or, if the Special Committee is no longer a committee of the Board of Directors, any independent director of the Board of Directors of Accolade to make a proposal for or to negotiate with Accolade in respect of any matter, including any tender or exchange offer, merger or other business combination, or any other of the transactions described in Section 5(a) involving Counterparty or any of its affiliates, on the one hand, and Accolade or any of its subsidiaries, on the other hand, so long as such communication is made confidentially and is not reasonably be expected to require public disclosure by Accolade. Notwithstanding the foregoing or anything else herein to the contrary, the provisions of this Section 5 shall not apply, and shall no longer have any effect, in the event that, and without any violation of the standstill provision, Counterparty or any of its subsidiaries or controlled affiliates, (i) has entered into a definitive agreement with Accolade or any of its affiliates to acquire, directly or indirectly, more than 50% of the outstanding voting securities of Accolade, or (ii) makes any public statement or announcement with respect to, or commences, a tender offer or exchange offer to acquire, directly or indirectly, more than 50% of the outstanding voting securities of Accolade, in each case that the Board of Directors of Accolade publicly recommends. The expiration of the Standstill Period will not terminate or otherwise affect any of the other provisions of this Agreement.

6. Limitations on Soliciting Employees. Each Party hereby agrees that, during the 12-month period commencing on the Effective Date, neither Party nor any of its Representatives that receive Confidential Information of the other Party will directly or indirectly solicit, knowingly induce, knowingly encourage or attempt to solicit, induce or encourage any employee of the other Party or any of its subsidiaries to terminate such employee's relationship with such Party or the relevant subsidiary in order to become an employee, consultant or independent contractor of the other Party or its affiliate; *provided* that the foregoing restrictions shall not apply to (a) any solicitations, inducements, or encouragement made pursuant to general advertising or through search firms that are not directed specifically at employees of the other Party, or (b) any solicitations, inducements, or encouragement with respect to any employee of the other Party or any of its affiliates who (i) is no longer employed by the other Party or any of its subsidiaries for a period of six months, (ii) was engaged in discussions with such first Party or any of its subsidiaries on or prior to the date of this Agreement, or (iii) approaches or otherwise contacts such first Party on an unsolicited basis and on their own initiative without any violation of this Section 6.

7. Company Contact. Neither Counterparty nor any of its Representatives will initiate contact or communication with any Representative or employee of Accolade other than a Designated Accolade Representative in connection with the Potential Transaction without the prior written authorization of the Special Committee or another Designated Accolade Representative (which may be provided by email and shall not be unreasonably withheld, conditioned, or delayed). Counterparty hereby agrees that, except to the extent authorized by the Special Committee, or, if the Special Committee is not in existence, the Board of Directors of Accolade (or any authorized committee thereof), neither Counterparty nor any of its Representatives (acting on its behalf) will, in connection with a Potential Transaction, enter into any agreement, arrangement or understanding, whether formal or informal and whether or not binding, with any director, officer or other employee of Accolade or any of its subsidiaries relating to (a) any retention, severance or other compensation, incentives or benefits that may be or become payable to any directors, officers or employees of Accolade or any of its subsidiaries in connection with a Potential Transaction, (b) any equity rollover or other similar transaction, or any equity or other investment in Accolade or any parent company thereof, or any affiliate of Accolade or any parent company thereof, following the consummation of a Potential Transaction, or (c) any directorship, employment, consulting arrangement or other similar association or involvement of any directors, officers or other employees of Accolade or any of its subsidiaries following the consummation of a Potential Transaction.

8. No Obligation to Pursue Transaction. Unless the Parties enter into a Definitive Agreement, no agreement providing for a transaction involving either of the Parties will be deemed to exist between the Parties, and neither Party will be under any obligation to negotiate or enter into any such agreement or transaction with the other Party. Accolade reserves the right, in its sole discretion: (a) to conduct any process it deems appropriate with respect to any transaction or proposed transaction involving Accolade and to modify any procedures relating to any such process without giving notice to Counterparty or any other Person; (b) to reject any proposal made by Counterparty or any of its Representatives with respect to a transaction involving Accolade; and (c) to terminate discussions and negotiations with Counterparty at any time. Each Party recognizes that, except as expressly provided in any binding written agreement between the Parties that is executed on or after the date of this Agreement: (i) the other Party and its Representatives will be free to negotiate with, and to enter into any agreement or transaction with, any other interested party; and (ii) such Party will not have any rights or claims against the other Party or any of the other Party's Representatives arising out of or relating to any transaction or proposed transaction involving the other Party.

9. No Waiver. No failure or delay by either Party or any of its Representatives in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement. No provision of this Agreement can be waived or amended except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived or amended.

10. Remedies. Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by such Party or by any of such Party's Representatives and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will also be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by the other Party or any of the other Party's Representatives. The equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this Agreement, but rather will be in addition to all other remedies available at law or in equity to the Parties. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that either Party or any of its Representatives has breached this Agreement, such Party will be liable for, and will pay to the other Party and the other Party's Representatives, the reasonable legal fees incurred by the other Party and the other Party's Representatives in connection with such litigation (including any appeal relating thereto).

11. Trading in Securities. Counterparty acknowledges and agrees that it is aware (and that its Representatives are aware or will be advised by Counterparty) that Confidential Information being furnished by Accolade may contain material, non-public information regarding Accolade and that the United States securities laws prohibit any Person who has such material, non-public information from purchasing or selling securities of Accolade on the basis of such information or from communicating such information to any Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities on the basis of such information.

12. Successors and Assigns; Applicable Law; Jurisdiction and Venue. This Agreement will be binding upon and inure to the benefit of each Party and its Representatives and their respective heirs, successors and assigns. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each Party: (a) irrevocably and unconditionally consents and submits to the jurisdiction of the state and federal courts located in the State of Delaware for purposes of any action, suit or proceeding arising out of or relating to this Agreement; (b) agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth opposite the name of such Party at the end of this Agreement shall be effective service of process for any such action, suit or proceeding brought against such Party; (c) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in any state or federal court located in the State of Delaware; and (d) irrevocably and unconditionally waives the right to plead or claim, and irrevocably and unconditionally agrees not to plead or claim, that any action, suit or proceeding arising out of or relating to this

Agreement that is brought in any state or federal court located in the State of Delaware has been brought in an inconvenient forum.

13. Confidential Information. For purposes of this Agreement, the Provider's "**Confidential Information**" means only the following:

(a) any information (including any technology, know-how, patent application, test result, research study, business plan, budget, forecast or projection) relating directly or indirectly to the business of the Provider, any predecessor entity or any subsidiary or other affiliate of the Provider (whether prepared by the Provider or by any other Person and whether or not in written form) that is or that has at any time been made available to the Recipient or any Representative of the Recipient by or on behalf of the Provider or any Representative of the Provider on or after the date hereof.

(b) any memorandum, analysis, compilation, summary, interpretation, study, report or other document, record or material that is or has been prepared by or for the Recipient or any Representative of the Recipient, but only to the extent that it contains or reflects, directly or indirectly, any information of the type referred to in clause "(a)" of this Section 13.

Notwithstanding the foregoing, the Provider's "Confidential Information" described in clauses (a) and (b) above will not include:

(i) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure of any of such information by the Recipient or by any of the Recipient's Representatives in violation of this Agreement;

(ii) any information that was in the Recipient's or any of its Representative's possession prior to the time it was first made available to the Recipient or any of the Recipient's Representatives by or on behalf of the Provider or any of the Provider's Representatives, provided that the source of such information was not and is not known to the Recipient or its applicable Representative to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information;

(iii) any information that becomes available to the Recipient or any of its Representatives on a non-confidential basis from a source other than the Provider or any of the Provider's Representatives, provided that such source is not known to the Recipient or its applicable Representative to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information; or

(iv) any information that is developed by or on behalf of the Recipient or any of its Representatives independently of the disclosure of Confidential Information and without reference to or use of Confidential Information.

14. Transaction Information.

(a) For purposes of this Agreement, "**Transaction Information**" means: (i) the existence and terms of this Agreement, (ii) the fact that Confidential Information of a Provider has been made available to Recipient or any of its Representatives, (iii) the fact that either party may be considering a Potential Transaction or that discussions or negotiations are or may be taking place (or, if applicable, have ceased or terminated) with respect to a Potential Transaction, and (iv) the proposed terms, documents, and status of any Potential Transaction.

(b) Each Party agrees that it and its Representatives will not disclose Transaction Information to any other Person except (A) to its Representatives, but only to the extent such Representative (x) needs to

know such Transaction Information for the Purpose, and (y) have been informed of the confidential nature of the Transaction Information and has agreed to abide and be bound by the provisions hereof or is otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement, (B) in compliance with Section 3(a)(iii) and Section 3(c) above, determined as if such Transaction Information were Confidential Information of the other Party.

(c) Notwithstanding the foregoing or anything else herein to the contrary, nothing herein shall prohibit (i) either Party from making disclosures regarding the Transaction Information so long as such disclosure does not identify, and would not reasonably be likely to identify, the Recipient or Recipient's Representatives, or (ii) Counterparty from making disclosures regarding the Transaction Information or Confidential Information solely to the extent Counterparty determines in good faith, after consultation with outside counsel and in accordance with Section 3(a)(iii) and Section 3(c) above, that such disclosure is required pursuant to applicable Law and the Standstill Period is no longer in effect.

15. Miscellaneous.

(a) For purposes of this Agreement, a Party's "**Representatives**" means each Person that is or becomes (i) a subsidiary or controlled affiliate of such Party, (ii) an officer, director, board observer, employee, consultant, partner, attorney, financial advisor, investment banker, accountant, insurer or other advisor of such Party or of any of such Party's subsidiaries, and (iii) with respect to Counterparty, only upon prior written approval by the Special Committee or another Designated Accolade Representative (which may be provided by email and which shall not be unreasonably withheld, conditioned or delayed), a financing source or potential financing source (such approved financing source, a "**Permitted Financing Source**"). Notwithstanding the foregoing, it is hereby acknowledged and agreed that the Persons listed on **Schedule A** hereto are Permitted Financing Sources and, thus, Counterparty's Representatives. Without limiting anything in this Agreement, Counterparty agrees that, without the prior written consent of the Special Committee or another Designated Accolade Representative (which may be provided by email and which shall not be unreasonably withheld, conditioned, or delayed), Counterparty will not team, co-venture, club or otherwise partner with any person or firm (other than a Permitted Financing Source) that Counterparty knows to be interested in participating in a transaction with Accolade as a principal, co-investor, co-bidder or financing without involvement with Counterparty.

(b) The term "**Person**," as used in this Agreement, will be broadly interpreted to include any individual and any corporation, partnership, entity, group, tribunal or governmental authority.

(c) The bold-faced captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

(d) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(e) By making Confidential Information or other information available to the Recipient or the Recipient's Representatives, the Provider is not, and shall not be deemed to be, granting (expressly or by implication) any license or other right under or with respect to any patent, trade secret, copyright, trademark or other proprietary or intellectual property right.

(f) To the extent that any Confidential Information includes materials or other information that may be subject to the attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning any Confidential Information or any pending, threatened or prospective action, suit, proceeding, investigation, arbitration or dispute, it is acknowledged and agreed that the Parties have a commonality of interest with respect to such Confidential Information or action, suit, proceeding, investigation, arbitration or dispute and that it is the Parties' mutual desire, intention and understanding that the sharing of

such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine. Accordingly, all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and the Parties agree to take all measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges or doctrines.

(g) This Agreement constitutes the entire agreement between Accolade and Counterparty regarding the subject matter hereof and supersedes any prior agreement between Accolade and Counterparty regarding the subject matter hereof.

(h) The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which the Recipient or any of its Representatives is granted access in connection with the potential transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, “clicking” on an “I agree” icon or other indication of assent to such additional confidentiality conditions.

(i) This Agreement shall continue in full force and effect until the date that is two years from the Effective Date; *provided, however*, that Sections 2, 8, 9, 10, and 12, and this Section 14(a) shall survive any expiration or termination of this Agreement.

(j) The Parties hereto confirm their agreement that this Agreement, as well as any amendment hereto and all other documents related hereto, including legal notices, shall be in the English language only. Any notices delivered pursuant to this Agreement shall be delivered to the mailing address set forth on the signature page hereto.

(k) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the Parties to the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

The Parties have caused this Agreement to be executed as of the Effective Date.

ACCOLADE, INC.

By: Richard Eskew
Name: Richard Eskew

Title: Executive Vice President
and General Counsel

Address: 1201 Third Avenue, Suite 1700
Seattle, WA 98101

TRANSCARENT, INC.

Signed by:
By: Erica Davila
Name: Erica Davila

Title: General Counsel

Address: 4700 S. Syracuse Street, Suite 900
Denver, CO 80237

SCHEDULE A

Existing Counterparty Investors

1. General Catalyst

[REDACTED]

[REDACTED]