

REFINITIV

DELTA REPORT

10-Q

SERA - SERA PROGNOSTICS, INC.

10-Q - SEPTEMBER 30, 2023 COMPARED TO 10-Q - JUNE 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS 2235

■ CHANGES	155
■ DELETIONS	848
■ ADDITIONS	1232

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **June** **September** 30, 2023

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: 001-40606

SERA PROGNOSTICS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

26-1911522

(State or other jurisdiction of
incorporation or organization)

(I.R.S. Employer
Identification No.)

2749 East Parleys Way, Suite 200
Salt Lake City, Utah

84109

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (801) 990-0520

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value per share	SERA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="radio"/>	Accelerated filer	<input type="radio"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of **August 4, 2023** **November 3, 2023**, the registrant had **29,877,246** **30,368,753** and **1,405,259** **967,759** shares of Class A and Class B common stock, \$0.0001 par value per share, outstanding, respectively.

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"Sera," "PreTRM," "The Pregnancy Company" and our logo are our trademarks. All other service marks, trademarks, and trade names appearing in this quarterly report on Form 10-Q are the property of their respective owners. We do not intend our use or display of other companies' trade names, trademarks, or service marks to imply a relationship with, or endorsement or sponsorship of us by, these other companies. Solely for convenience, trademarks and tradenames referred to in this quarterly report on Form 10-Q may appear without the ® or ™ symbols, but such references are not intended to indicate in any way that we will not assert, to the fullest extent under applicable law, our rights, or that the applicable owner will not assert its rights, to these trademarks and tradenames. Unless the context otherwise requires, we use the terms "Sera," "Company," "we," "us" and "our" in this report to refer to Sera Prognostics, Inc.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This discussion contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. In some cases, you can identify forward-looking statements by words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," "seek," "should," "target," "will," "would," or the negative of these words or other comparable terminology. These forward-looking statements include, but are not limited to, statements about:

- estimates of our addressable market, market growth, future revenue, key performance indicators, expenses, capital requirements, and our needs for additional financing;
- our expectations regarding the rate and degree of market acceptance of our products and services, including our PreTRM test;
- the impact of our PreTRM test, including the results of any studies of the test, on the field of bioinformatics and proteomics and the size and growth of the addressable bioinformatics and proteomics market;
- our ability to obtain funding for our operations;
- our ability to manage and grow our business and commercialize our PreTRM test;
- our ability to develop and commercialize new products and services;
- our ability to retain the continued service of our key professionals and to identify, hire, and retain additional qualified professionals;
- the pricing and reimbursement of our products and services;
- the implementation of our business model, strategic plans for our business, products, services, and technology;
- the scope of protection we are able to establish and maintain for intellectual property rights covering our product candidates and technology;

- developments relating to our competitors and our industry;
- the accuracy of our estimates regarding expenses, capital requirements, and needs for additional financing;
- conditions in general economic and financial markets; and
- our financial performance.

These forward-looking statements are subject to a number of risks, uncertainties, and assumptions, including those described in the "Risk Factors" section and elsewhere in this report. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties, and assumptions, the forward-looking events and circumstances discussed in this report may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable as of the date of this report, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur. We undertake no obligation to update publicly any forward-looking statements for any reason after the date of this report to conform these statements to new information, actual results or to changes in our expectations, except as required by law.

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements (Unaudited)

SERA PROGNOSTICS, INC.

Condensed Balance Sheets

(unaudited)

(in thousands, except share and per share data)

	Assets	June 30, 2023		December 31, 2022		Assets	September 30, 2023		December 31, 2022
Assets	Assets					Assets			
Current assets:	Current assets:					Current assets:			
Cash and cash equivalents	Cash and cash equivalents	\$ 32,285		\$ 29,878		Cash and cash equivalents	\$ 9,655		\$ 29,878
Marketable securities	Marketable securities	31,536		52,826		Marketable securities	36,461		52,826
Accounts receivable	Accounts receivable	163		113		Accounts receivable	155		113
Other receivables	Other receivables	—		6,000		Other receivables	—		6,000
Prepaid expenses and other current assets	Prepaid expenses and other current assets	444		1,308		Prepaid expenses and other current assets	1,275		1,308
Total current assets	Total current assets	64,428		90,125		Total current assets	47,546		90,125
Property and equipment, net	Property and equipment, net	2,411		3,059		Property and equipment, net	2,197		3,059
Long-term marketable securities	Long-term marketable securities	28,307		21,329		Long-term marketable securities	38,922		21,329
Other assets	Other assets	1,534		1,816		Other assets	1,392		1,816
Total assets	Total assets	\$ 96,680		\$ 116,329		Total assets	\$ 90,057		\$ 116,329
Liabilities and Stockholders' Equity	Liabilities and Stockholders' Equity					Liabilities and Stockholders' Equity			
Current liabilities:	Current liabilities:					Current liabilities:			
Accounts payable	Accounts payable	\$ 1,244		\$ 1,548		Accounts payable	\$ 1,177		\$ 1,548
Accrued and other current liabilities	Accrued and other current liabilities	3,444		4,444		Accrued and other current liabilities	2,891		4,444
Finance lease obligation, current portion	Finance lease obligation, current portion	446		464		Finance lease obligation, current portion	438		464
Deferred revenue	Deferred revenue	9,049		9,082		Deferred revenue	9,039		9,082

Total current liabilities	Total current liabilities	14,183	15,538	Total current liabilities	13,545	15,538
Finance lease obligation, net of current portion	Finance lease obligation, net of current portion	422	626	Finance lease obligation, net of current portion	309	626
Operating lease obligation, net of current portion	Operating lease obligation, net of current portion	938	1,222	Operating lease obligation, net of current portion	792	1,222
Total liabilities	Total liabilities	15,543	17,386	Total liabilities	14,646	17,386
Commitments and contingencies (Note 12)	Commitments and contingencies (Note 12)			Commitments and contingencies (Note 12)		
Stockholders' equity:	Stockholders' equity:			Stockholders' equity:		
Common stock, \$0.0001 par value; 150,000,000 Class A shares authorized; 29,793,246 and 29,612,687 Class A shares issued and outstanding as of June 30, 2023 and December 31, 2022, respectively; 1,500,000 Class B shares authorized; 1,405,259 Class B shares issued and outstanding as of June 30, 2023 and December 31, 2022.		3	3	Common stock, \$0.0001 par value; 150,000,000 Class A shares authorized; 30,368,753 and 29,612,687 Class A shares issued and outstanding as of September 30, 2023 and December 31, 2022, respectively; 1,500,000 Class B shares authorized; 1,405,259 Class B shares issued as of September 30, 2023 and December 31, 2022; 967,759 and 1,405,259 Class B shares outstanding as of September 30, 2023 and December 31, 2022, respectively.		3
Common stock, \$0.0001 par value; 150,000,000 Class A shares authorized; 30,368,753 and 29,612,687 Class A shares issued and outstanding as of September 30, 2023 and December 31, 2022, respectively; 1,500,000 Class B shares authorized; 1,405,259 Class B shares issued as of September 30, 2023 and December 31, 2022; 967,759 and 1,405,259 Class B shares outstanding as of September 30, 2023 and December 31, 2022, respectively.				Common stock, \$0.0001 par value; 150,000,000 Class A shares authorized; 30,368,753 and 29,612,687 Class A shares issued and outstanding as of September 30, 2023 and December 31, 2022, respectively; 1,500,000 Class B shares authorized; 1,405,259 Class B shares issued as of September 30, 2023 and December 31, 2022; 967,759 and 1,405,259 Class B shares outstanding as of September 30, 2023 and December 31, 2022, respectively.		
Additional paid-in capital	Additional paid-in capital	313,567	310,575	Additional paid-in capital	314,993	310,575
Accumulated other comprehensive loss	Accumulated other comprehensive loss	(672)	(981)	Accumulated other comprehensive loss	(614)	(981)
Accumulated deficit	Accumulated deficit	(231,761)	(210,654)	Accumulated deficit	(238,971)	(210,654)
Total stockholders' equity	Total stockholders' equity	81,137	98,943	Total stockholders' equity	75,411	98,943
Total liabilities and stockholders' equity	Total liabilities and stockholders' equity	\$ 96,680	\$ 116,329	Total liabilities and stockholders' equity	\$ 90,057	\$ 116,329

The accompanying notes are an integral part of the condensed financial statements

SERA PROGNOSTICS, INC.

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Condensed Statements of Operations and Comprehensive Loss

(audited)

(in thousands, except share and per share data)

		Three Months Ended				Six Months Ended				Three Months Ended				Nine Months Ended									
		June 30,		June 30,		September 30,		September 30,		2023		2022		2023		2022							
		2023	2022	2023	2022	2023	2022	2023	2022	\$	123	\$	78	\$	223	\$	116	\$	42	\$	87	\$	265
Revenue	Revenue	\$	123	\$	78	\$	223	\$	116	Revenue	\$	42	\$	87	\$	265	\$	203					
Operating expenses:	Operating expenses:									Operating expenses:													
Cost of revenue	Cost of revenue	80	56	142	76	Cost of revenue	44	58	186	Cost of revenue	44	58	186	76	134	134	134						
Research and development	Research and development	3,688	3,261	7,791	6,583	Research and development	3,539	4,176	11,330	Research and development	3,539	4,176	11,330	6,583	10,759	10,759	10,759						
Selling and marketing	Selling and marketing	2,872	4,219	5,690	8,677	Selling and marketing	1,355	2,967	7,045	Selling and marketing	1,355	2,967	7,045	8,677	11,644	11,644	11,644						
General and administrative	General and administrative	4,943	4,288	9,389	8,826	General and administrative	3,288	4,074	12,677	General and administrative	3,288	4,074	12,677	8,826	12,900	12,900	12,900						
Total operating expenses	Total operating expenses	11,583	11,824	23,012	24,162	Total operating expenses	8,226	11,275	31,238	Total operating expenses	8,226	11,275	31,238	24,162	35,437	35,437	35,437						
Loss from operations	Loss from operations	(11,460)	(11,746)	(22,789)	(24,046)	Loss from operations	(8,184)	(11,188)	(30,973)	Loss from operations	(8,184)	(11,188)	(30,973)	(24,046)	(35,234)	(35,234)	(35,234)						
Interest expense	Interest expense	(14)	(18)	(30)	(22)	Interest expense	(14)	(21)	(44)	Interest expense	(14)	(21)	(44)	(22)	(43)	(43)	(43)						
Other income, net	Other income, net	932	244	1,712	340	Other income, net	988	497	2,700	Other income, net	988	497	2,700	340	837	837	837						
Net loss	Net loss	\$ (10,542)	\$ (11,520)	\$ (21,107)	\$ (23,728)	Net loss	\$ (7,210)	\$ (10,712)	\$ (28,317)	Net loss	\$ (7,210)	\$ (10,712)	\$ (28,317)	\$ (23,728)	\$ (34,440)	\$ (34,440)	\$ (34,440)						
Net loss per share, basic and diluted	Net loss per share, basic and diluted	\$ (0.34)	\$ (0.37)	\$ (0.68)	\$ (0.77)	Net loss per share, basic and diluted	\$ (0.23)	\$ (0.35)	\$ (0.91)	Net loss per share, basic and diluted	\$ (0.23)	\$ (0.35)	\$ (0.91)	\$ (0.77)	\$ (1.11)	\$ (1.11)	\$ (1.11)						
Weighted-average shares outstanding, basic and diluted	Weighted-average shares outstanding, basic and diluted	31,077,420	30,945,616	31,048,526	30,873,995	Weighted-average shares outstanding, basic and diluted	31,286,148	31,005,978	31,128,604	Weighted-average shares outstanding, basic and diluted	31,286,148	31,005,978	31,128,604	30,873,995	30,918,473	30,918,473	30,918,473						
Other comprehensive (loss) gain:						Other comprehensive (loss) gain:				Other comprehensive (loss) gain:													
Unrealized (loss) gain on available-for-sale debt securities	Unrealized (loss) gain on available-for-sale debt securities	\$ (215)	\$ (162)	\$ 309	\$ (635)	Unrealized (loss) gain on available-for-sale debt securities	\$ 58	\$ (351)	\$ 367	Unrealized (loss) gain on available-for-sale debt securities	\$ 58	\$ (351)	\$ 367	\$ (635)	\$ (986)	\$ (986)	\$ (986)	\$ (986)	\$ (986)	\$ (986)	\$ (986)	\$ (986)	\$ (986)
Total other comprehensive (loss) gain	Total other comprehensive (loss) gain	(215)	(162)	309	(635)	Total other comprehensive (loss) gain	58	(351)	367	Total other comprehensive (loss) gain	58	(351)	367	(635)	(986)	(986)	(986)	(986)	(986)	(986)	(986)	(986)	
Comprehensive loss	Comprehensive loss	\$ (10,757)	\$ (11,682)	\$ (20,798)	\$ (24,363)	Comprehensive loss	\$ (7,152)	\$ (11,063)	\$ (27,950)	Comprehensive loss	\$ (7,152)	\$ (11,063)	\$ (27,950)	\$ (24,363)	\$ (35,426)	\$ (35,426)	\$ (35,426)	\$ (35,426)	\$ (35,426)	\$ (35,426)	\$ (35,426)	\$ (35,426)	

The accompanying notes are an integral part of the condensed financial statements

SERA PROGNOSTICS, INC.

Condensed Statements of Stockholders' Equity

(unaudited)
(in thousands, except share data)

		Accumulated						Common						
		Common Stock (Class A and B)		Additional Paid-In Capital	Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity	Common Stock (Class A and B)		Additional Paid-In Capital	Other Comprehensive Loss	Accumulated Deficit	Total Stockholders' Equity	
		Shares	Amount					Shares	Amount					
Balance as of December 31, 2022	Balance as of December 31, 2022	31,017,946	\$ 3	\$ 310,575	\$ (981)	\$ (210,654)	\$ 98,943	Balance as of December 31, 2022	31,017,946	\$ 3	\$ 310,575	\$ (981)	\$ (210,654)	\$ 98,943
Issuance of common stock upon exercise of stock options	Issuance of common stock upon exercise of stock options	4,094	—	4	—	—	4	Issuance of common stock upon exercise of stock options	4,094	—	4	—	—	—
Stock-based compensation expense	Stock-based compensation expense	—	—	1,304	—	—	1,304	Stock-based compensation expense	—	—	1,304	—	—	—
Other comprehensive gain	—	—	—	524	—	—	524	Other comprehensive income	—	—	—	524	—	—
Net loss	Net loss	—	—	—	—	(10,565)	(10,565)	Net loss	—	—	—	(10,565)	(10,565)	(10,565)
Balance as of March 31, 2023	Balance as of March 31, 2023	31,022,040	3	311,883	(457)	(221,219)	90,210	Balance as of March 31, 2023	31,022,040	3	311,883	(457)	(221,219)	90,210
Issuance of common stock upon exercise of stock options	Issuance of common stock upon exercise of stock options	117,839	—	178	—	—	178	Issuance of common stock upon exercise of stock options	117,839	—	178	—	—	—
Issuance of common stock under employee stock purchase plan	Issuance of common stock under employee stock purchase plan	58,626	—	66	—	—	66	Issuance of common stock under employee stock purchase plan	58,626	—	66	—	—	—
Stock-based compensation expense	Stock-based compensation expense	—	—	1,440	—	—	1,440	Stock-based compensation expense	—	—	1,440	—	—	—
Other comprehensive loss	Other comprehensive loss	—	—	—	(215)	—	(215)	Other comprehensive loss	—	—	—	(215)	—	—
Net loss	Net loss	—	—	—	—	(10,542)	(10,542)	Net loss	—	—	—	(10,542)	(10,542)	(10,542)
Balance as of June 30, 2023	Balance as of June 30, 2023	31,198,505	\$ 3	\$ 313,567	\$ (672)	\$ (231,761)	\$ 81,137	Balance as of June 30, 2023	31,198,505	3	\$ 313,567	\$ (672)	\$ (231,761)	\$ 81,137
Issuance of common stock upon exercise of stock options	—	—	—	—	—	—	—	Issuance of common stock upon exercise of stock options	138,007	—	244	—	—	—
Stock-based compensation expense	—	—	—	—	—	—	—	Stock-based compensation expense	—	—	1,182	—	—	—
Other comprehensive income	—	—	—	—	—	—	—	Other comprehensive income	—	—	—	58	—	—
Net loss	—	—	—	—	—	—	—	Net loss	—	—	—	(7,210)	—	—

Balance as of September 30, 2023										Balance as of September 30, 2023									
Balance as of December 31, 2021										Balance as of December 31, 2021									
Issuance of common stock upon exercise of stock options										Issuance of common stock upon exercise of stock options									
Stock-based compensation expense	Stock-based compensation expense	—	—	1,222	—	—	—	1,222	Stock-based compensation expense	—	—	1,222	—	—	—	—	—	—	—
Other comprehensive loss	Other comprehensive loss	—	—	—	(473)	—	—	(473)	Other comprehensive loss	—	—	—	(473)	—	—	—	—	—	—
Net loss	Net loss	—	—	—	—	(12,208)	—	(12,208)	Net loss	—	—	—	—	(12,208)	—	—	(12,208)	—	(12,208)
Balance as of March 31, 2022										Balance as of March 31, 2022									
Issuance of common stock upon exercise of stock options										Issuance of common stock upon exercise of stock options									
Stock-based compensation expense	Stock-based compensation expense	—	—	1,214	—	—	—	1,214	Stock-based compensation expense	—	—	1,214	—	—	—	—	—	—	—
Other comprehensive loss	Other comprehensive loss	—	—	—	(162)	—	—	(162)	Other comprehensive loss	—	—	—	(162)	—	—	—	—	—	—
Net loss	Net loss	—	—	—	—	(11,520)	—	(11,520)	Net loss	—	—	—	—	(11,520)	—	—	(11,520)	—	(11,520)
Balance as of June 30, 2022										Balance as of June 30, 2022									
Issuance of common stock upon exercise of stock options										Issuance of common stock upon exercise of stock options									
Stock-based compensation expense	Stock-based compensation expense	—	—	—	—	—	—	—	Stock-based compensation expense	—	—	1,278	—	—	—	—	—	—	—
Other comprehensive loss	Other comprehensive loss	—	—	—	—	—	—	—	Other comprehensive loss	—	—	—	(351)	—	—	—	—	—	—
Net loss	Net loss	—	—	—	—	—	—	—	Net loss	—	—	—	—	(10,712)	—	—	(10,712)	—	(10,712)
Balance as of September 30, 2022										Balance as of September 30, 2022									
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SERA PROGNOSTICS, INC.

Condensed Statements of Cash Flows
(unaudited)
(in thousands)

		Six Months Ended June 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Cash flows from operating activities	Cash flows from operating activities			Cash flows from operating activities	
Net loss	Net loss	\$ (21,107)	\$ (23,728)	Net loss	\$ (28,317)
Adjustments to reconcile net loss to net cash used in operating activities:	Adjustments to reconcile net loss to net cash used in operating activities:			Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation and amortization	Depreciation and amortization	472	350	Depreciation and amortization	688
Stock-based compensation	Stock-based compensation	2,744	2,436	Stock-based compensation	3,926
Non-cash lease expense	Non-cash lease expense	259	223	Non-cash lease expense	391
Non-cash interest expense	Non-cash interest expense	—	9	Non-cash interest expense	—
Other	Other	(414)	5	Other	(738)
Changes in operating assets and liabilities:	Changes in operating assets and liabilities:			Changes in operating assets and liabilities:	
Accounts receivable	Accounts receivable	(50)	(46)	Accounts receivable	(42)
Other receivables	Other receivables	6,000	3,116	Other receivables	6,000
Prepaid expenses and other assets	Prepaid expenses and other assets	872	1,054	Prepaid expenses and other assets	(44)
Accounts payable	Accounts payable	(289)	(484)	Accounts payable	(262)
Accrued and other current liabilities	Accrued and other current liabilities	(1,284)	(1,516)	Accrued and other current liabilities	(1,983)
Deferred revenue	Deferred revenue	(32)	(14)	Deferred revenue	(42)
Net cash used in operating activities	Net cash used in operating activities	(12,829)	(18,595)	Net cash used in operating activities	(20,423)
Cash flows from investing activities	Cash flows from investing activities			Cash flows from investing activities	
Purchases of marketable securities	Purchases of marketable securities	(23,068)	(21,217)	Purchases of marketable securities	(49,248)
Proceeds from maturities and sales of marketable securities	Proceeds from maturities and sales of marketable securities	38,113	34,852	Proceeds from maturities and sales of marketable securities	49,113
Purchases of property and equipment	Purchases of property and equipment	(86)	(226)	Purchases of property and equipment	(112)
Proceeds from disposal of property and equipment	Proceeds from disposal of property and equipment	269	16	Proceeds from disposal of property and equipment	311

Net cash provided by investing activities	Net cash provided by investing activities	15,228	13,425	Net cash provided by investing activities	64	7,129
Cash flows from financing activities	Cash flows from financing activities			Cash flows from financing activities		
Proceeds from exercise of stock options	Proceeds from exercise of stock options	182	214	Proceeds from exercise of stock options	426	307
Proceeds from employee stock purchase plan	Proceeds from employee stock purchase plan	66	—	Proceeds from employee stock purchase plan	66	—
Finance lease principal payments	Finance lease principal payments	(240)	(85)	Finance lease principal payments	(356)	(186)
Net cash provided by financing activities	Net cash provided by financing activities	8	129	Net cash provided by financing activities	136	121
Net increase (decrease) in cash and cash equivalents		2,407	(5,041)			
Net decrease in cash and cash equivalents				Net decrease in cash and cash equivalents	(20,223)	(20,122)
Cash and cash equivalents at beginning of period	Cash and cash equivalents at beginning of period	29,878	58,932	Cash and cash equivalents at beginning of period	29,878	58,932
Cash and cash equivalents at end of period	Cash and cash equivalents at end of period	\$ 32,285	\$ 53,891	Cash and cash equivalents at end of period	\$ 9,655	\$ 38,810
Supplemental disclosure of cash flow information	Supplemental disclosure of cash flow information			Supplemental disclosure of cash flow information		
Cash paid for interest	Cash paid for interest \$	30	\$ 13	Cash paid for interest \$	44	\$ 30
Supplemental disclosure of non-cash investing and financing information	Supplemental disclosure of non-cash investing and financing information			Supplemental disclosure of non-cash investing and financing information		
Purchases of property and equipment in accounts payable and accruals	Purchases of property and equipment in accounts payable and accruals	\$ —	\$ 68	Purchases of property and equipment in accounts payable and accruals	\$ —	\$ 38

The accompanying notes are an integral part of the condensed financial statements

SERA PROGNOSTICS, INC.
Notes to Condensed Financial Statements
(Unaudited)

1. Description of Business and Financial Condition

Sera Prognostics, Inc. (the "Company") is a women's health company utilizing its proprietary proteomics and bioinformatics platform to discover, develop, and commercialize biomarker tests with an initial focus on improving pregnancy outcomes. The Company was incorporated in the State of Delaware on January 17, 2008 and its operations are located in Salt Lake City, Utah, including a Clinical Laboratory Improvement Amendments ("CLIA")-certified laboratory.

Since its inception, the Company's activities have consisted of performing research and development and conducting clinical studies for its pipeline products and services, acquiring product rights, raising capital, establishing facilities, and organizing commercial operations to market PreTRM.

Liquidity and Capital Resources

The accompanying condensed financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities and commitments in the normal course of business.

The Company has incurred net losses and negative cash flows from operations since inception and had an accumulated deficit of ~~\$231.8~~ \$239.0 million as of ~~June 30, 2023~~ September 30, 2023. The Company's management expects the Company to incur significant additional operating losses and negative cash flows for the foreseeable future, principally as a result of the Company's activities relating to the PreTRM test and the Company's other pipeline products and services, including clinical and preclinical trials and anticipated research and development activities as well as commercialization activities. There can be no assurance that the Company will eventually achieve significant revenues or profitability to sustain operations, or if achieved, can sustain either on a continuing basis. If the Company is unable to achieve significant revenues or raise additional funds, when needed, it may not be able to continue the development or commercialization of its products and services and could be required to delay, scale back, or abandon some or all of its operations. No assurance can be given that the Company will be successful in raising the required capital on reasonable terms and at the required times, or at all. Any additional equity financing, if available to the Company, may not be available on favorable terms and may be dilutive to current stockholders, and any debt financing, if available, may involve restrictive covenants and dilutive financing instruments. The Company's future operations are highly dependent on a combination of factors, including (i) the commercialization and market acceptance of the PreTRM test and the successful development, commercial launch, marketing, and distribution of other pipeline products and services; (ii) the success of scientific and clinical studies and other research and development programs that support current and future products and services; (iii) the development of competitive products by other biotechnology and laboratory companies; (iv) the Company's ability to manage growth of the organization; (v) the Company's ability to protect its intellectual property, technology, and products; and, ultimately (vi) the timely and successful completion of any additional financing.

The principal sources of the Company's working capital to date have been the proceeds from the sale and issuance of convertible preferred stock and convertible notes, bank loans, and the sale and issuance of Class A common stock in an initial public offering ("IPO"), which was completed in July 2021. As of ~~June 30, 2023~~ September 30, 2023, the Company had aggregate cash, cash equivalents, and available-for-sale securities of ~~\$92.1 million~~ \$85.0 million. See Note 3—Cash, Cash Equivalents and Marketable Securities.

The Company believes that its existing financial resources are sufficient to continue operating activities at least 12 months from the issuance date of these unaudited condensed financial statements.

2. Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") and applicable rules and regulations of the U.S. Securities and Exchange Commission (the "SEC") regarding interim financial reporting. Certain information and note disclosures normally included in the financial statements prepared in accordance with U.S. GAAP have been condensed or omitted pursuant to such rules and regulations. As such, these unaudited condensed financial statements should be read in conjunction with the audited financial statements and accompanying notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2022. The unaudited interim condensed financial statements have been prepared on a basis consistent with the audited annual financial statements as of and for the year ended December 31, 2022, and, in the opinion of the Company's management, reflect all adjustments, consisting solely of normal recurring adjustments, necessary for the fair presentation of the Company's financial results. The balance sheet as of December 31, 2022 has been derived from the audited financial statements at that date but does not include all information and footnotes required by U.S. GAAP for complete financial statements. The results of the three and ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023 are not necessarily indicative of the results to be expected for the full year ending December 31, 2023, or any other period.

There have been no significant changes in the Company's significant accounting policies during the ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023, as compared with those disclosed in its Annual Report on Form 10-K for the year ended December 31, 2022 filed with the SEC on March 22, 2023.

Any reference in these notes to applicable accounting guidance is meant to refer to the authoritative U.S. GAAP included in the Accounting Standards Codification ("ASC"), and Accounting Standards Updates ("ASU") issued by the Financial Accounting Standards Board ("FASB").

Certain prior period amounts have been reclassified to conform with the current period's presentation. The reclassifications did not have a significant impact on the condensed financial statements.

Use of Estimates

The preparation of the condensed financial statements in conformity with U.S. GAAP requires the Company's management to make estimates and assumptions that affect the amounts reported in the condensed financial statements and accompanying notes. The Company evaluates these estimates on an ongoing basis. The Company bases these estimates on historical and anticipated results, trends, and various other assumptions that the Company believes are reasonable under the circumstances, including assumptions as to future events. Actual results could differ materially from those estimates.

The Company's financial statements as of and for the three and ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023 reflect the Company's estimates of the impact of the current macroeconomic environment, including the impact of inflation and higher interest rates. The extent to which these conditions will directly or indirectly impact the Company's business, results of operations, and financial condition is uncertain. The Company is not aware of any specific event or circumstance that would require an update to its estimates, judgments and assumptions or a revision of the carrying value of the Company's assets or liabilities as of the date of this filing.

3. Cash, Cash Equivalents and Marketable Securities

The Company has classified its marketable securities as available-for-sale. The Company's cash, cash equivalents and marketable securities by major security type as of ~~June 30, 2023~~ September 30, 2023 and December 31, 2022 were as follows (in thousands):

		June 30, 2023					September 30, 2023				
		Gross		Gross		Fair Value	Gross		Gross		Fair Value
		Amortized Cost	Unrealized Gains	Unrealized Losses			Amortized Cost	Unrealized Gains	Unrealized Losses		
Cash and cash equivalents:	Cash and cash equivalents:						Cash and cash equivalents:				
Cash	Cash	\$ 1,784	\$ —	\$ —	\$ 1,784		Cash	\$ 1,793	\$ —	\$ —	\$ 1,793
Money market funds	Money market funds	85	—	—	85		Money market funds	3,395	—	—	3,395
Commercial paper	Commercial paper	30,423	—	(7)	30,416		Commercial paper	4,469	—	(2)	4,467
Total cash and cash equivalents	Total cash and cash equivalents	32,292	—	(7)	32,285		Total cash and cash equivalents	9,657	—	(2)	9,655
Current marketable securities:	Current marketable securities:						Current marketable securities:				
Commercial paper	Commercial paper	9,236	—	(14)	9,222		Commercial paper	10,738	—	(12)	10,726
U.S. federal agency securities	U.S. federal agency securities	9,068	—	(130)	8,938		U.S. federal agency securities	15,112	—	(159)	14,953
U.S. government securities	U.S. government securities	13,561	—	(185)	13,376		U.S. government securities	10,926	—	(144)	10,782
Total current marketable securities	Total current marketable securities	31,865	—	(329)	31,536		Total current marketable securities	36,776	—	(315)	36,461
Long-term marketable securities:	Long-term marketable securities:						Long-term marketable securities:				
U.S. federal agency securities	U.S. federal agency securities	20,338	—	(254)	20,084		U.S. federal agency securities	17,154	—	(175)	16,979
U.S. government securities	U.S. government securities	7,150	—	(74)	7,076		U.S. government securities	6,204	—	(60)	6,144
Corporate debt securities	Corporate debt securities	1,156	—	(9)	1,147		Corporate debt securities	15,861	—	(62)	15,799
Total long-term marketable securities	Total long-term marketable securities	28,644	—	(337)	28,307		Total long-term marketable securities	39,219	—	(297)	38,922
Total cash, cash equivalents and marketable securities	Total cash, cash equivalents and marketable securities	\$ 92,801	\$ —	\$ (673)	\$ 92,128		Total cash, cash equivalents and marketable securities	\$ 85,652	\$ —	\$ (614)	\$ 85,038

		December 31, 2022					
		Amortized Cost	Gross Unrealized Gains		Gross Unrealized Losses		Fair Value
Cash and cash equivalents:							
Cash		\$ 913	\$ —	—	\$ —	\$ 913	
Money market funds		2,618	—	—	—	2,618	
Commercial paper		26,356	—	(9)	—	26,347	

Total cash and cash equivalents	29,887	—	(9)	29,878
Current marketable securities:				
Commercial paper	15,219	2	(66)	15,155
Corporate debt securities	507	—	(5)	502
U.S. federal agency securities	28,964	—	(364)	28,600
U.S. government securities	8,702	—	(133)	8,569
Total current marketable securities	53,392	2	(568)	52,826
Long-term marketable securities:				
U.S. federal agency securities	9,810	—	(199)	9,611
U.S. government securities	10,770	—	(208)	10,562
Corporate debt securities	1,156	—	—	1,156
Total long-term marketable securities	21,736	—	(407)	21,329
Total cash, cash equivalents and marketable securities	\$ 105,015	\$ 2	\$ (984)	\$ 104,033

The following tables summarize the Company's available-for-sale debt securities and cash equivalents with unrealized losses as of June 30, 2023 September 30, 2023 and December 31, 2022, aggregated by major security type and the length of time that individual securities have been in a continuous loss position (in thousands):

		June 30, 2023						September 30, 2023						
		Less than 12 months		12 months or greater		Total		Less than 12 months		12 months or greater		Total		
		Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	
Commercial paper	Commercial paper	\$ 39,638	\$ (21)	\$ —	\$ —	\$ 39,638	\$ (21)	Commercial paper	\$ 15,193	\$ (14)	\$ —	\$ —	\$ 15,193	\$ (14)
Corporate debt securities	Corporate debt securities	1,147	(9)	—	—	1,147	(9)	Corporate debt securities	15,799	(62)	—	—	15,799	(62)
U.S. federal agency securities	U.S. federal agency securities	23,851	(288)	5,171	(96)	29,022	(384)	U.S. federal agency securities	21,535	(219)	10,397	(115)	31,932	(334)
U.S. government securities	U.S. government securities	16,276	(241)	4,176	(18)	20,452	(259)	U.S. government securities	9,103	(100)	7,823	(104)	16,926	(204)
Total	Total	\$ 80,912	\$ (559)	\$ 9,347	\$ (114)	\$ 90,259	\$ (673)	Total	\$ 61,630	\$ (395)	\$ 18,220	\$ (219)	\$ 79,850	\$ (614)

		December 31, 2022					
		Less than 12 months			12 months or greater		
		Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
Commercial paper		\$ 40,063	\$ (75)	\$ —	\$ —	\$ 40,063	\$ (75)
Corporate debt securities		1,156	—	502	(5)	1,658	(5)
U.S. federal agency securities		12,869	(228)	25,342	(335)	38,211	(563)
U.S. government securities		10,562	(208)	8,569	(133)	19,131	(341)
Total		\$ 64,650	\$ (511)	\$ 34,413	\$ (473)	\$ 99,063	\$ (984)

As of June 30, 2023 September 30, 2023 and December 31, 2022, the Company had not recorded any allowance for credit losses related to its available-for-sale securities. The Company attributes the declines in the fair value of its available-for-sale securities to normal market and interest rate fluctuations. The declines in fair value are not attributed to declines in credit quality. The Company does not intend to sell investments while they are in an unrealized loss position and does not believe that it is more likely than not that the Company will be required to sell the investments before recovery of their amortized cost basis, which may be maturity. All of the Company's investments mature in less than two years.

The Company's marketable securities classified by contractual maturities as of June 30, 2023 September 30, 2023 were as follows (in thousands):

Amortized Cost	Fair Value	Amortized Cost	Fair Value
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Due within one year	Due within one year	\$ 31,865	\$ 31,536	Due within one year	\$ 36,776	\$ 36,461
Due after one year through five years	Due after one year through five years	28,644	28,307	Due after one year through five years	39,219	38,922
Total	Total	\$ 60,509	\$ 59,843	Total	\$ 75,995	\$ 75,383

4. Property and Equipment

The following table presents the components of property and equipment, net, as of June 30, 2023 September 30, 2023 and December 31, 2022 (in thousands):

		June 30, 2023	December 31, 2022		September 30, 2023	December 31, 2022
Laboratory equipment	Laboratory equipment	\$ 5,738	\$ 5,914	Laboratory equipment	\$ 5,734	\$ 5,914
Computer equipment	Computer equipment	1,214	1,230	Computer equipment	1,168	1,230
Leasehold improvements	Leasehold improvements	710	710	Leasehold improvements	736	710
Software	Software	1,141	1,141	Software	1,141	1,141
Furniture and fixtures	Furniture and fixtures	320	320	Furniture and fixtures	320	320
Total property and equipment	Total property and equipment	9,123	9,315	Total property and equipment	9,099	9,315
Less accumulated depreciation and amortization	Less accumulated depreciation and amortization	(6,712)	(6,256)	Less accumulated depreciation and amortization	(6,902)	(6,256)
Property and equipment, net	Property and equipment, net	\$ 2,411	\$ 3,059	Property and equipment, net	\$ 2,197	\$ 3,059

Depreciation and amortization expense was \$0.2 million for each of the three months ended June 30, 2023 September 30, 2023 and 2022. Depreciation and amortization expense was \$0.5 million \$0.7 million and \$0.4 million \$0.6 million for the six nine months ended June 30, 2023 September 30, 2023 and 2022, respectively.

5. Accrued and Other Current Liabilities

The following table presents the components of accrued and other current liabilities as of June 30, 2023 September 30, 2023 and December 31, 2022 (in thousands):

		June 30, 2023	December 31, 2022		September 30, 2023	December 31, 2022
Accrued compensation	Accrued compensation	\$ 1,678	\$ 2,290	Accrued compensation	\$ 1,041	\$ 2,290
Accrued vacation	Accrued vacation	433	430	Accrued vacation	462	430
Accrued 401(k) matching contributions	Accrued 401(k) matching contributions	135	568	Accrued 401(k) matching contributions	88	568
Operating lease liability, current portion	Operating lease liability, current portion	548	519	Operating lease liability, current portion	563	519
Other current liabilities	Other current liabilities	650	637	Other current liabilities	737	637
Total accrued and other current liabilities	Total accrued and other current liabilities	\$ 3,444	\$ 4,444	Total accrued and other current liabilities	\$ 2,891	\$ 4,444

6. Other Income, net

The following table presents the components of other income, net, for the three and six nine months ended June 30, 2023 September 30, 2023 and 2022 (in thousands):

	Interest income	Three Months Ended June 30,		Six Months Ended June 30,		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023		2022		2023		2022	
		\$ 337	\$ 66	\$ 593	\$ 144	\$ 474	\$ 128	\$ 1,067	\$ 272
Investment income, net	Investment income, net	595	178	1,119	196	514	369	1,633	565
Other income, net	Other income, net	\$ 932	\$ 244	\$ 1,712	\$ 340	\$ 988	\$ 497	\$ 2,700	\$ 837

7. Fair Value Measurements

As of **June 30, 2023** **September 30, 2023** and December 31, 2022, the carrying amounts of the Company's receivables, prepaid and other current assets, accounts payable, and accrued and other current liabilities approximate their fair values, principally due to the short-term nature of the assets and liabilities. The recorded values of the finance leases approximate fair value as the interest rates approximate market interest rates.

Money market funds are highly liquid investments and are actively traded. The pricing information on money market funds is readily available and can be independently validated as of the measurement date. This approach results in the classification of these securities as Level 1 of the fair value hierarchy.

U.S. government agency bonds, U.S. government bonds, commercial paper, and corporate debt securities are measured at fair value using Level 2 inputs. The Company reviews trading activity and pricing for these investments as of each measurement date.

The Company follows a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy are as follows:

Level 1 inputs are observable, quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company can access at the measurement date.

Level 2 inputs are observable inputs other than quoted prices included in Level 1 that are observable either directly or indirectly or quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 inputs are unobservable inputs in which there is little or no market data, which require the Company to develop its own assumptions.

The following table shows the Company's assets measured at fair value on a recurring basis by level within the fair value hierarchy (in thousands) as of **June 30, 2023** **September 30, 2023**:

Assets:	Assets:	Level 1			Level 2			Level 3			Assets:	Assets:	Level 1			Level 2		
		Level 1	Level 2	Level 3	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3			Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Cash equivalents:	Cash equivalents:										Cash equivalents:	Cash equivalents:						
Money market funds	Money market funds	\$ 85	\$ —	\$ —	\$ 3,395	\$ —	\$ —	\$ 3,395	\$ —	\$ —	Money market funds	Money market funds	\$ 3,395	\$ —	\$ —	\$ 3,395	\$ —	\$ —
Commercial paper	Commercial paper	—	30,416	—	—	—	—	—	—	—	Commercial paper	Commercial paper	—	4,467	—	4,467	—	—
Marketable securities:	Marketable securities:										Marketable securities:	Marketable securities:						
Commercial paper	Commercial paper	—	9,222	—	—	—	—	—	—	—	Commercial paper	Commercial paper	—	10,726	—	10,726	—	—
Corporate debt securities	Corporate debt securities	—	1,147	—	—	—	—	—	—	—	Corporate debt securities	Corporate debt securities	—	15,799	—	15,799	—	—
U.S. federal agency securities	U.S. federal agency securities	—	29,022	—	—	—	—	—	—	—	U.S. federal agency securities	U.S. federal agency securities	—	31,932	—	31,932	—	—
U.S. government securities	U.S. government securities	—	20,452	—	—	—	—	—	—	—	U.S. government securities	U.S. government securities	—	16,926	—	16,926	—	—
Total assets	Total assets	\$ 85	\$ 90,259	\$ —	\$ 3,395	\$ —	\$ —	\$ 3,395	\$ —	\$ —	Total assets	Total assets	\$ 3,395	\$ 79,850	\$ —	\$ 3,395	\$ —	\$ —

The following table shows the Company's assets measured at fair value on a recurring basis by level within the fair value hierarchy (in thousands) as of December 31, 2022:

	Level 1	Level 2	Level 3
Assets:			
Cash equivalents:			
Money market funds	\$ 2,618	\$ —	\$ —
Commercial paper	—	26,347	—
Marketable securities:			
Commercial paper	—	15,155	—
Corporate debt securities	—	1,658	—
U.S. federal agency securities	—	38,211	—
U.S. government securities	—	19,131	—
Total assets	<u>\$ 2,618</u>	<u>\$ 100,502</u>	<u>\$ —</u>

8. Related Party Transactions

In June 2019, the Company entered into a master services agreement with Carelon Research, a subsidiary of Elevance Health, Inc. ("Elevance Health"). This agreement covers a range of research projects, including Carelon Research's role as a contract research organization for the Prematurity Risk Assessment Combined With Clinical Interventions for Improving Neonatal outcomes ("PRIME") study. The Company paid fees related to this agreement of \$0.8 million and \$0.4 million for the three months ended June 30, 2023 September 30, 2023 and 2022, respectively, and \$1.7 million and \$1.1 million for the six nine months ended June 30, 2023 September 30, 2023 and 2022, respectively, which were recorded in research and development expenses. Fees incurred under this agreement generally increase as the Company enrolls more PRIME study patients. In November 2020, the Company entered into a Laboratory Services Agreement with Elevance Health related to the PRIME study. This agreement provides a contracted rate for certain tests performed pursuant to the study, and revenue varies depending on the number of tests performed for PRIME patients that are members of the Elevance Health network. The Company recognized revenues related to this agreement of \$14 thousand and \$23 thousand for the three months ended June 30, 2023 September 30, 2023 and 2022, respectively, and \$34 thousand and \$42 thousand for the six nine months ended June 30, 2023 September 30, 2023 and 2022, respectively.

In February 2021, the Company entered into a commercial collaboration agreement with Elevance Health and its affiliates (the "Commercial Collaboration Agreement"). The Commercial Collaboration Agreement provides defined payment within a defined period for use of the PreTRM test within Elevance Health's network of covered members. Pursuant to the Commercial Collaboration Agreement, Elevance Health agreed to purchase a certain minimum number of tests for each of the first three years of the term of the agreement. Additionally, Elevance Health agreed to pay a certain minimum amount per year for the first three years of the term of the Commercial Collaboration Agreement. The Company received \$6.0 million during the six nine months ended June 30, 2023 September 30, 2023, which amount related to the minimum payments for the year ended December 31, 2022. Such minimum payments were initially recorded as deferred revenue. Deferred revenue is recognized as revenue when the Company delivers PreTRM test results to Elevance Health patients pursuant to the Commercial Collaboration Agreement. The Company also agreed to develop a sales, marketing, and customer service program, and to provide training and marketing to duly licensed physicians specializing in obstetrics and gynecology or family medicine, or licensed nurse midwives, at the reasonable request of Elevance Health.

Elevance Health has been participating in the Company's PRIME study, and at the conclusion of the PRIME study, under the Commercial Collaboration Agreement, the parties agreed to use commercially reasonable efforts to enter into Elevance Health's standard lab provider agreement. Unless earlier terminated due to breach, the Commercial Collaboration Agreement will remain in effect until the later of (a) the third anniversary of the effective date or (b) the date on which Elevance Health has purchased a fixed number of PreTRM tests as agreed by the parties.

The Commercial Collaboration Agreement with Elevance Health is considered to be within the scope of ASC Topic 808, Collaborative Arrangements ("ASC 808"), as the parties are active participants and exposed to the risks and rewards of the collaborative activity. The Company determined the PreTRM tests to be a performance obligation for which Elevance Health is a customer and a unit of account within the scope of ASC 606. The associated transaction price is based on the contractual minimum number of tests and the agreed upon defined payment amount per test. The transaction price was allocated to this single performance obligation, which will be recognized upon delivery of test results expected to occur over the term of the agreement. All other items promised to Elevance Health are immaterial in the context of the Commercial Collaboration Agreement. There were no material revenues related to the Commercial Collaboration Agreement for the three and six nine months ended June 30, 2023 September 30, 2023 and 2022.

9. Capital Structure

The Company has two authorized classes of common stock, Class A and Class B. The rights of the holders of Class A and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote and shares of Class B common stock are non-voting. Each share of Class B common stock may be converted at any time to one share of Class A common stock at the option of its holder, subject to the ownership limitations provided for in the Company's amended and restated certificate of incorporation. In September 2023, holders of Class B common stock converted 437,500 shares of Class B common stock to 437,500 shares of Class A common stock.

The following shares of Class A common stock were reserved for future issuance:

June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
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Warrants to purchase Class A common stock	Warrants to purchase Class A common stock	2,775,978	2,775,978	Warrants to purchase Class A common stock	2,775,978	2,775,978
Options to purchase Class A common stock	Options to purchase Class A common stock	8,062,442	8,428,441	Options to purchase Class A common stock	7,740,767	8,428,441
Restricted stock units outstanding	Restricted stock units outstanding	240,832	—	Restricted stock units outstanding	238,896	—
Class A common stock available for future grants under the 2021 Equity Incentive Plan	Class A common stock available for future grants under the 2021 Equity Incentive Plan	3,114,097	1,926,356	Class A common stock available for future grants under the 2021 Equity Incentive Plan	3,299,701	1,926,356
Class A common stock available for future grants under the 2021 Employee Stock Purchase Plan	Class A common stock available for future grants under the 2021 Employee Stock Purchase Plan	836,277	598,777	Class A common stock available for future grants under the 2021 Employee Stock Purchase Plan	836,277	598,777
Total	Total	15,029,626	13,729,552	Total	14,891,619	13,729,552

10. Stock-Based Compensation

Equity Incentive Plans

In November 2011, the Company established the 2011 Employee, Director and Consultant Equity Incentive Plan (the "2011 Plan") and reserved shares of the Company's common stock for sale and issuance under the 2011 Plan. Options granted under the 2011 Plan generally vest over a four-year period and generally expire ten years from the date of grant. Options are exercisable only to the extent vested. The 2011 Plan terminated in November 2021, and accordingly, no additional shares are available for grant under the 2011 Plan. The 2011 Plan continues to govern outstanding awards granted under the 2011 Plan.

The 2021 Equity Incentive Plan (the "2021 Plan") was established in July 2021. The 2021 Plan provides for the grant of incentive and non-statutory stock options as well as other stock rights to employees, directors, and consultants of the Company. Options generally vest over a four-year period, are exercisable only to the extent vested, and generally expire ten years from the date of grant. Restricted stock units ("RSUs") generally vest over a four-year period. The 2021 Plan includes provisions for annual automatic increases to the number of shares of Class A common stock reserved for issuance under the 2021 Plan. In addition, any shares that otherwise would be returned to the 2011 Plan as a result of the expiration or cancellation of stock options may be added to the 2021 Plan. As of **June 30, 2023** **September 30, 2023**, there were **3,114,097** **3,299,701** shares of the Company's Class A common stock that were available for future grants under the 2021 Plan.

The 2021 Employee Stock Purchase Plan (the "2021 ESPP") was established in July 2021. The 2021 ESPP includes provisions for annual automatic increases to the number of shares of Class A common stock reserved for issuance under the 2021 ESPP. As of **June 30, 2023** **September 30, 2023**, there were 836,277 shares of the Company's Class A common stock that were available for future grants under the 2021 ESPP.

Stock Options

Unless otherwise noted, references to "options" in the subsequent disclosures, refers to the combined incentive and non-statutory stock options issued as employee and non-employee stock-based compensation, and authorized under the 2011 Plan and the 2021 Plan. The following table summarizes information about these options granted and outstanding:

		Number of Shares Subject to Options Outstanding				Weighted-Average Exercise Price Per Share				Number of Shares Subject to Options Outstanding				Weighted-Average Exercise Price Per Share			
		Weighted-Average Remaining Contractual Life (In Years)		Aggregate (In Thousands)		Weighted-Average Remaining Contractual Life (In Years)		Aggregate (In Thousands)		Weighted-Average Remaining Contractual Life (In Years)		Aggregate (In Thousands)		Weighted-Average Exercise Price Per Share		Aggregate (In Thousands)	
		Options	Outstanding	Exercise Price	Per Share	Intrinsic Value	(In Thousands)	Options	Outstanding	Exercise Price	Per Share	Intrinsic Value	(In Thousands)	Options	Outstanding	Exercise Price	Per Share
Outstanding	Outstanding							Outstanding									
— December 31, 2022	— December 31, 2022	8,428,441	\$ 3.65	7.7	\$ 115	31,2022	8,428,441	\$ 3.65	7.7	\$ 115							
Granted	Granted	991,866	3.49			Granted	991,866	3.49									
Expired	Expired	—	—			Expired	(14,430)	0.75									
Cancelled	Cancelled	(1,235,932)	4.06			Cancelled	(1,405,170)	4.22									

Exercised	Exercised	(121,933)	1.49		Exercised	(259,940)	1.64	
Outstanding — June 30, 2023		<u>8,062,442</u>	\$ 3.60	7.4	\$ 6,701			
Vested and expected to vest at June 30, 2023		<u>7,828,850</u>	\$ 3.58	7.3	\$ 6,659			
Vested and exercisable at June 30, 2023		<u>5,411,736</u>	\$ 3.09	6.7	\$ 6,070			
Outstanding — September 30, 2023				Outstanding — September 30, 2023	<u>7,740,767</u>	\$ 3.60	7.1	\$ 895
Vested and expected to vest at September 30, 2023				Vested and expected to vest at September 30, 2023	<u>7,558,545</u>	\$ 3.58	7.1	\$ 892
Vested and exercisable at September 30, 2023				Vested and exercisable at September 30, 2023	<u>5,478,740</u>	\$ 3.15	6.6	\$ 851

RSUs

The following table summarizes information about RSUs granted and outstanding under the 2021 Plan:

	Outstanding — December 31, 2022	Weighted-Average Grant Date		Outstanding — December 31, 2022	Weighted-Average Grant Date	
		Number of Awards	Fair Value		Number of Awards	Fair Value
Granted	Granted	347,824	\$ 3.79	Granted	347,824	\$ 3.79
Forfeited	Forfeited	(106,992)	\$ 3.75	Forfeited	(108,928)	\$ 3.75
Vested	Vested	—	—	Vested	—	—
Outstanding — June 30, 2023		<u>240,832</u>	\$ 3.80			
Outstanding — September 30, 2023				Outstanding — September 30, 2023	<u>238,896</u>	\$ 3.80

Stock-Based Compensation Expense

The following table presents the impact of stock-based compensation expense in the statements of operations for the periods indicated (in thousands):

	Research and development expense	Three Months Ended June 30,		Six Months Ended June 30,		Three Months Ended September 30,		Nine Months Ended September 30,		
		June 30,		June 30,		September 30,		September 30,		
		2023	2022	2023	2022	2023	2022	2023	2022	
Research and development expense	Research and development expense	\$ 382	\$ 451	\$ 732	\$ 834	Research and development expense	\$ 397	\$ 453	\$ 1,129	\$ 1,287
Sales and marketing expense	Sales and marketing expense	294	76	477	389	Sales and marketing expense	106	31	583	420
General and administrative expense	General and administrative expense	764	687	1,535	1,213	General and administrative expense	679	794	2,214	2,007
Total employee stock-based compensation	Total employee stock-based compensation	<u>\$ 1,440</u>	<u>\$ 1,214</u>	<u>\$ 2,744</u>	<u>\$ 2,436</u>	Total employee stock-based compensation	<u>\$ 1,182</u>	<u>\$ 1,278</u>	<u>\$ 3,926</u>	<u>\$ 3,714</u>

The information about unrecognized stock-based compensation expense for outstanding unvested stock options and RSUs as of June 30, 2023 September 30, 2023 was as follows (in thousands, except years):

		Unrecognized Stock-Based Compensation Expense	Weighted-Average Period of Recognition (in years)		Unrecognized Stock-Based Compensation Expense	Weighted-Average Period of Recognition (in years)
Stock Options	Stock Options	\$ 7,303	2.0	Stock Options	\$ 6,289	1.8
RSUs	RSUs	670	3.7	RSUs	627	3.4
Total unrecognized stock-based compensation expense	Total unrecognized stock-based compensation expense	\$ 7,973		Total unrecognized stock-based compensation expense	\$ 6,916	

11. Warrants

All outstanding common stock warrants were exercisable immediately when granted. All outstanding common stock warrants are exercisable for shares of Class A common stock. The Company's common stock warrants outstanding were as follows:

Exercise Price	Exercise Price	Number of Warrants Outstanding as of:		Number of Warrants Outstanding as of:	
		June 30, 2023	December 31, 2022	September 30, 2023	December 31, 2022
\$ 5.20	5.20	3,473	3,473	3,473	3,473
9.03	9.03	1,032,404	1,032,404	1,032,404	1,032,404
10.84	10.84	1,009,795	1,009,795	1,009,795	1,009,795
12.38	12.38	8,083	8,083	8,083	8,083
20.77	20.77	722,223	722,223	722,223	722,223
		2,775,978	2,775,978	2,775,978	2,775,978

12. Commitments and Contingencies

Leases

The Company is the lessee in all of its lease arrangements. The Company did not enter into any leases with related parties during the presented periods. The Company makes assumptions and judgments when assessing contracts for lease components, determining lease classifications, and calculating right-of-use asset and lease liability values. These assumptions and judgments may include the useful lives and fair values of the leased assets, the implicit rate underlying the Company's leases, the Company's incremental borrowing rate or the Company's intent to exercise or not exercise options available in lease contracts.

The following table shows right-of-use assets and lease liabilities, and the associated financial statement line items as of June 30, 2023 September 30, 2023 and December 31, 2022 (in thousands):

Lease-Related Assets and Liabilities	Lease-Related Assets and Liabilities	Financial Statement Line Items	June 30, 2023	December 31, 2022	Lease-Related Assets and Liabilities	Financial Statement Line Items	September 30, 2023	December 31, 2022
Right-of-use assets:	Right-of-use assets:				Right-of-use assets:			
Operating leases	Operating leases	Other assets	\$ 1,448	\$ 1,707	Operating leases	Other assets	\$ 1,316	\$ 1,707
		Property and equipment, net	1,169	1,317		Property and equipment, net	1,086	1,317
Finance leases	Finance leases				Finance leases			
Total right-of-use assets	Total right-of-use assets		\$ 2,617	\$ 3,024	Total right-of-use assets		\$ 2,402	\$ 3,024
Lease liabilities:	Lease liabilities:	Accrued and other current liabilities	\$ 548	\$ 519	Lease liabilities:	Accrued and other current liabilities	\$ 563	\$ 519
Operating leases	Operating leases	Operating lease obligation, net of current portion	938	1,222	Operating lease obligation, net of current portion	792	1,222	

Finance leases	Finance leases	Finance lease obligation, current portion	446	464	Finance leases	Finance lease obligation, current portion	438	464
		Finance lease obligation, net of current portion	422	626		Finance lease obligation, net of current portion	309	626
Total lease liabilities	Total lease liabilities		\$ 2,354	\$ 2,831	Total lease liabilities		\$ 2,102	\$ 2,831

Lease costs and other information consisted of the following (in thousands, except terms and rates):

Lease cost	Lease cost	Three Months Ended		Six Months Ended		Three Months Ended		Nine Months Ended	
		June 30,		June 30,		September 30,		September 30,	
		2023	2022	2023	2022	2023	2022	2023	2022
Finance lease cost:	Finance lease cost:								
Amortization of right-of-use assets	Amortization of right-of-use assets	\$ 83	\$ 67	\$ 166	\$ 113	\$ 78	\$ 83	\$ 244	\$ 196
Interest on lease liabilities	Interest on lease liabilities	14	18	30	22	14	20	44	42
Operating lease cost	Operating lease cost	159	116	318	233	159	116	477	349
Total lease cost	Total lease cost	\$ 256	\$ 201	\$ 514	\$ 368	\$ 251	\$ 219	\$ 765	\$ 587
Other information	Other information								
Finance leases:	Finance leases:								
Operating cash outflows	Operating cash outflows	\$ 14	\$ 11	\$ 30	\$ 13	\$ 14	\$ 17	\$ 44	\$ 30
Financing cash outflows	Financing cash outflows	\$ 120	\$ 67	\$ 240	\$ 85	\$ 117	\$ 101	\$ 356	\$ 186
Right-of-use assets obtained in exchange for lease liabilities	Right-of-use assets obtained in exchange for lease liabilities	\$ 18	\$ 295	\$ 18	\$ 1,253	\$ —	\$ —	\$ 18	\$ 1,253
Weighted-average remaining lease term (in years)	Weighted-average remaining lease term (in years)	1.8	2.7	1.8	2.7	1.6	2.5	1.6	2.5
Weighted-average discount rate	Weighted-average discount rate	6.5%	6.4%	6.5%	6.4%	6.5%	6.4%	6.5%	6.4%
Operating leases:	Operating leases:								
Operating cash outflows	Operating cash outflows	\$ 157	\$ 151	\$ 314	\$ 302	\$ 157	\$ 151	\$ 471	\$ 453

Right-of-use assets obtained in exchange for lease liabilities	Right-of-use assets obtained in exchange for lease liabilities	\$ —	\$ —	\$ —	\$ 453	Right-of-use assets obtained in exchange for lease liabilities	\$ —	\$ —	\$ —	\$ —	\$ 453
Weighted-average remaining lease term (in years)	Weighted-average remaining lease term (in years)	2.5	0.5	2.5	0.5	Weighted-average remaining lease term (in years)	2.3	0.3	2.3	0.3	
Weighted-average discount rate	Weighted-average discount rate	7.5%	4.5%	7.5%	4.5%	Weighted-average discount rate	7.5%	4.5%	7.5%	4.5%	

Future minimum lease payments for the Company's leases as of **June 30, 2023** **September 30, 2023** were as follows (in thousands):

		Operating Leases	Finance Leases	Total		Operating Leases	Finance Leases	Total
2023	2023	\$ 314	\$ 252	\$ 566	2023	\$ 157	\$ 121	\$ 278
2024	2024	646	469	1,115	2024	646	467	1,113
2025	2025	666	198	864	2025	666	197	863
2026	2026	—	2	2	2026	—	2	2
2027 and thereafter	2027 and thereafter	—	—	—	2027 and thereafter	—	—	—
Total minimum lease payments	Total minimum lease payments	1,626	921	2,547	Total minimum lease payments	1,469	787	2,256
Less: imputed interest	Less: imputed interest	(140)	(53)	(193)	Less: imputed interest	(114)	(40)	(154)
Present value of future lease payments	Present value of future lease payments	1,486	868	2,354	Present value of future lease payments	1,355	747	2,102
Less: current portion	Less: current portion	548	446	994	Less: current portion	563	438	1,001
Long-term portion	Long-term portion	\$ 938	\$ 422	\$ 1,360	Long-term portion	\$ 792	\$ 309	\$ 1,101

Operating Leases

The Company leases a total of approximately 24,300 square feet of office and laboratory space under a single non-cancelable operating lease with a termination date of December 31, 2025 (as amended, the "Office Lease"). The Office Lease includes an early termination right which termination would occur under certain circumstances, as provided in the amended Office Lease, after July 1, 2024, if exercised. The Company is not currently reasonably certain it will exercise the termination right. The implicit rate provided in the Company's operating lease is not readily determinable. As such, the Company uses its incremental borrowing rate to calculate the present value of its operating lease liabilities.

Finance Leases

The Company leases certain equipment related to its information technology infrastructure and laboratory operations. All of the Company's current finance leases include bargain purchase options that the Company is reasonably certain to exercise. The Company has elected not to separate lease and non-lease components for its equipment leases. The rates implicit in the Company's finance leases are determinable, and the Company uses those rates to calculate the present value of its finance lease liabilities.

Indemnification

The Company has agreed to indemnify its officers and directors for certain events or occurrences while the officer or director is or was serving at the Company's request in such capacity. The maximum amount of potential future indemnification is unlimited; however, the Company purchases director and officer insurance coverage that provides for corporate reimbursements of covered obligations that limits the Company's exposure and enables it to recover a portion of potential future amounts paid. The Company is unable to reasonably estimate the maximum amount that could be payable under these arrangements since these obligations are not capped but are conditional to the unique facts and

circumstances involved. Accordingly, the Company has no liabilities recorded for these agreements as of June 30, 2023 September 30, 2023 and December 31, 2022. The Company has never incurred costs to defend lawsuits or settle claims related to these indemnification agreements.

Employee Agreements

The Company has signed various employment agreements with key executives pursuant to which, if their employment is terminated by the Company without cause or by the employees for good reason, or following a change of control of the Company, the employees are entitled to receive certain benefits, including severance payments, accelerated vesting of stock and stock options, and certain insurance benefits.

Legal Matters

The Company is not currently a party to any material litigation or other material legal proceedings. The Company may, from time to time, be involved in various legal proceedings arising from the normal course of business activities, and an unfavorable resolution of any of these matters could materially affect the Company's future results of operations, cash flows, or financial position.

13. Net loss per share

The Company calculates net loss per share of Class A and Class B common stock using the two-class method. For periods in which the Company reports a net loss, all potentially dilutive shares are anti-dilutive and are therefore excluded from the calculation of diluted net loss per share. For the three and six nine months ended June 30, 2023 September 30, 2023 and 2022, the Company reported net losses and as such, basic and diluted net loss per share are the same.

As the liquidation and dividend rights are identical for Class A and Class B common stock, the undistributed earnings are allocated on a proportionate basis and the resulting amount per share for Class A and Class B common stock was the same for the three and six nine months ended June 30, 2023 September 30, 2023 and 2022.

The Company excluded the following potentially dilutive securities, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share for the periods indicated because their impact would have been anti-dilutive:

		June 30,		September 30,	
		2023		2023	
		2023	2022	2023	2022
Warrants to purchase Class A common stock	Warrants to purchase Class A common stock	2,775,978	2,788,484	Warrants to purchase Class A common stock	2,775,978
Options to purchase Class A common stock	Options to purchase Class A common stock	8,062,442	8,743,143	Options to purchase Class A common stock	7,740,767
Restricted stock units outstanding	Restricted stock units outstanding	240,832	—	Restricted stock units outstanding	238,896
Total	Total	11,079,252	11,531,627	Total	10,755,641
					11,308,927

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q. Some of the information contained in this discussion and analysis or set forth elsewhere in this Form 10-Q, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the "Risk Factors" section of this Form 10-Q, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Investors and others should note that we routinely use the Investors section of our website to announce material information to investors and the marketplace. While not all of the information that we post on the Investors section of our website is of a material nature, some information could be deemed to be material. Accordingly, we encourage investors, the media, and others interested in us to review the information that we share on the Investors section of our website, investors.seraprogistics.com.

Overview

We are a women's health company utilizing our proprietary proteomics and bioinformatics platform, and significant data resources, to discover, develop, and commercialize blood-based biomarker tests, with an initial focus on improving maternal and neonatal health. We believe that our method of combining the disciplines of proteomics and bioinformatics with rigorous clinical testing, data, and economic analysis enables us to provide physicians and patients with clinically meaningful and economically impactful information designed to improve the pregnancy experience and outcomes for mothers and babies. Our vision is to deliver pivotal and actionable information to pregnant women, their physicians, and health care payers to significantly enhance a mother's pregnancy journey, improve maternal and neonatal health, and dramatically reduce health care costs. We have built an advanced, proprietary, and scalable proteomics and bioinformatics platform to characterize the biology of pregnancy and to discover and validate key protein biomarkers found in blood that are highly accurate predictors of dynamic changes that occur during pregnancy. By incorporating our proprietary technology platform into our rigorous data-driven development process, we have created a differentiated approach for effectively addressing major milestones and conditions of pregnancy. We see our large and growing pregnancy dataset (clinical, demographic, proteomic) as a substantial asset for understanding pregnancy complications, health inequities, and the personal pregnancy journey. We envision that our comprehensive approach will enable us to fully characterize one of the most important periods in the lives of women and children, and will help to improve their well-being. Our goal is to develop and commercialize tests that inform important decisions during all pregnancies.

Our first commercial product, the PreTRM test, is the only broadly validated, commercially available blood-based biomarker test to accurately predict the risk of a premature delivery, also known as preterm birth. The PreTRM test is a non-invasive blood test given to a pregnant woman, carrying a single fetus, during weeks 18 through 20 of gestation that provides an accurate prediction of the expectant mother's risk of delivering spontaneously before 37 weeks' gestation. Our commercialization strategy includes streamlining patient access to the test by improving specimen acquisition and transport, conducting clinical trials to demonstrate the health and economic benefits of early and accurate detection of preterm birth risk coupled with well-recognized interventions in higher risk patients.

We believe market adoption by both health care providers Clinical trials conducted to date include the Prediction and payers will be aided by positive data from our Prevention of Preterm Birth, or the PREVENT-PTB Study, Serum Assessment of Preterm Birth Outcomes Compared to Historical Controls study, or the AVERT PRETERM TRIAL, our and the ongoing Prematurity Risk Assessment Combined With Clinical Interventions for Improving Neonatal outcoMEs study, or PRIME study.

We believe market adoption by both health care providers and payers should be aided by the recent publication of our PREVENT-PTB study sub-analysis, positive data from our AVERT PRETERM TRIAL, our PRIME study, and other real-world evidence studies. We believe the data from these studies will be published over the next one to three years and, together with our current body of evidence, will further demonstrate the clinical and economic utility of our test. We are excited about look forward to the conclusion of the PRIME study, which has a pre-specified interim look to will evaluate the two co-primary endpoints, total neonatal hospital length of stay and composite neonatal morbidity and mortality, with a stopping criterion of statistical significance being reached by either one of these outcomes. We have enrolled sufficient numbers of PRIME study patients to enable the an interim analysis to occur in 2023 and expect final enrollment to occur in 2024.

Based on newly gained insights from the AVERT PRETERM TRIAL, we are working to add up to 1,000 more patients to the PRIME study to have a greater number of high-risk treated patients. At current rates, we expect enrolling these additional patients to add only a few months to the study, so we do not believe this change will impact our plan to have final PRIME study results in 2025. We will also shift statistical power from the interim look to the final readout to favor success in the final study readout and to allow us to enroll additional individuals without delaying the interim look. As a result, there are three possible outcomes of the interim look that we expect to be completed in December 2023: (1) the data safety monitoring board, or DSMB, concludes that the study may proceed to full enrollment and the final readout; (2) the DSMB instructs that the study should stop for safety reasons (which we believe is highly unlikely given that the interventions in the study are well tolerated in common use for other indications and viewed as low risk by the obstetrical community), and (3) benefit is statistically demonstrated at the interim look (which we believe is also highly unlikely due to the shift of power from interim to final). We believe scenario (1) is the most likely outcome at the interim look, which should result in continuing to full enrollment, delivery of all babies and their outcomes available and recorded, which we anticipate will all be known, analyzed, and reported in 2025.

There are approximately 140 million births globally each year, and approximately 3.7 million births annually in the United States. Of these, it is estimated that as many as 30% are affected by various complications (i.e., a high-risk pregnancy), including: preterm birth, preeclampsia, fetal growth restriction, stillbirth, hypertension of pregnancy, gestational diabetes, and others. In many cases these complications have profound short- and long-term health consequences for the mother and baby. These health consequences of preterm birth alone are estimated to be approximately \$25 billion annually in the United States. This underscores that existing methods to predict adverse pregnancy outcomes

are insufficient for timely and effective proactive management for the vast majority of high-risk pregnancies. We believe there is a coming shift in that positive patient outcomes are the guidelines set by professional societies establishing the standard result of appropriate care, administered to each patient, and the primary differentiator of that patient care will should be based on a determination of high or low risk, risk informed by a number of factors including our novel diagnostic tests.

We are actively discovering and developing several additional biomarker tests to predict other specific major conditions of pregnancy, such as preeclampsia and gestational diabetes, among others, that as well as a new project to provide a risk assessment for multiple pregnancy complications identifying both those patients at lower risk (potentially requiring less care) and those at high risk (potentially requiring heightened care) in a single test. We believe these clinical tests have the potential to offer significant health and lifestyle benefits to women and their babies. Among other products, we are developing a test designed to provide a more accurate estimate of the delivery date for expectant mothers for the purposes of planning maternity leave, required support, travel arrangements, and related considerations.

Our operations are headquartered in Salt Lake City, Utah, including a CLIA-certified laboratory. Since our inception, we have devoted the majority of our efforts and resources to performing research and development, acquiring product rights, raising capital, establishing facilities, conducting clinical trials, and establishing commercial operations to develop and commercialize the PreTRM test. During this period, we have incurred annual net losses. We have largely funded our operations with proceeds from the sale and issuance of convertible preferred stock, debt financings, bank loans, and the sale and issuance of Class A common stock in our initial public offering, or IPO, which was completed in July 2021.

We have incurred significant operating losses since inception. Our net losses were \$10.5 \$7.2 million and \$11.5 \$10.7 million for the three months ended June 30, 2023 September 30, 2023 and 2022, respectively, and \$21.1 \$28.3 million and \$23.7 \$34.4 million for the six nine months ended June 30, 2023 September 30, 2023 and 2022, respectively. We expect to incur significant additional operating losses and negative cash flows for the foreseeable future, principally as a result of our commercialization activities for the PreTRM test, and to support additional clinical studies, publications, and anticipated research and development of our other pipeline products and services.

We have recently taken steps to significantly reduce our annual operating expenses across all aspects of our business and we believe our cash runway is sufficient for several years based on our existing operating plans. We will continue to evaluate the allocation of our resources as we focus our efforts to accelerate the market adoption of our PreTRM test and the development and launch of additional pipeline products and services. Our evidence portfolio continues to grow with the recent publication of a PREVENT-PTB study sub-analysis of the potential benefit of care coordination and low-dose aspirin paired with PreTRM test results. We have finalized the AVERT PRETERM TRIAL primary analysis for peer review, the details of which were presented at the 2023 Cantor Fitzgerald Global Healthcare Conference in September 2023. Our real-world evidence implementation programs, targeting to expand PreTRM clinical utility data and replicate randomized controlled trial evidence in the real world, have been developed for study launches anticipated in 2024.

We will continue to opportunistically negotiate contracts with private and governmental payers and health systems with new positive data from the PREVENT-PTB study and the AVERT PRETERM TRIAL, and in anticipation of positive results from the PRIME study along with real-world evidence studies and the AVERT PRETERM TRIAL. We other data we plan to generate, and we believe these efforts will may eventually result in material revenues. However, if we are unable to secure payer contracts and generate significant market

adoption by providers resulting in significant revenues, or if we fail to develop and successfully market our additional tests that generate additional revenues, we may be required to delay, scale back or abandon some, or all, of our development programs and other operations. Until such time as we can generate significant revenue from the sales of our products, if ever, we may need to continue to finance our cash needs through equity offerings, debt financings or other capital sources, potentially including collaborations or other similar arrangements. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making acquisitions or capital expenditures or declaring dividends and may require the issuance of warrants. If we raise additional funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may have to significantly delay, reduce, or eliminate some or all of our product development or future commercialization efforts, or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves. Our ability to access capital when needed is not assured and, if not achieved on a timely basis, will materially harm our business, financial condition, and results of operations.

Key Components of Our Results of Operations

Revenues

Substantially all of our revenue in the near term is expected to come from sales of the PreTRM test. We expect to derive future revenues from PreTRM and other pipeline tests. We generally expect PreTRM revenue to increase as sales volumes increase and as we continue to engage with payers and health systems using our latest evidence, we aim to close payment contracts. Additional contracts with upfront negotiated payment rates are expected to which would eventually result in additional revenues when health care providers order the PreTRM test. We believe market adoption by both health care providers and payers will be aided by the recent publication of the PREVENT-PTB study sub-analysis, the publication of the AVERT PRETERM TRIAL results, and publication of positive PRIME study data and other evidence generated within the next three years. We believe market accessibility of the test could be improved by our progress toward diversifying our specimen collection methods and blood-draw partners. Revenue from our other pipeline products and services is expected to be dependent on our ability to successfully market them to patients, providers, payers, and, in most cases, a combination of the three.

Operating Expenses

Cost of Revenue

Cost of revenue reflects the aggregate costs incurred in delivering the proteomic testing results to clinicians and includes expenses for third-party specimen collection and shipping costs, as well as our lab personnel, materials and supplies, equipment, and infrastructure expenses associated with clinical testing, and allocated overhead including rent and equipment depreciation. Some of these components can vary significantly in cost and reliability of supply, and we periodically seek ways to make our supplier network more robust. For example, to address the risk posed by potential disruptions in specimen collection services described in the "Risk Factors" section of this report, we are working to engage alternative specimen collection providers beyond those that have traditionally supplied the majority of our needs. We expect costs of revenue will generally move in line with the sales of the PreTRM test.

Research and Development Expenses

Research and development expenses consist of costs incurred for our research activities and development of our product candidates. These expenses include:

- clinical and real-world studies;
- laboratory processes;
- research and bioinformatic activities;
- biobanking and publication efforts;
- personnel-related expenses, including salaries, payroll taxes, employee benefits, and stock-based compensation charges for employees engaged in these research and development activities;
- direct study expenses incurred under agreements with study sites or contract research organizations;
- consultants engaged in our research and development efforts;
- laboratory materials and supplies;
- facilities costs; and

- depreciation, amortization, and other direct and allocated expenses, including rent, insurance, and other operating costs, incurred as a result of our research and development activities.

We expense all research and development costs, both internal and external, in the period in which they are incurred. We expect that our research and development expenses may increase for the remainder of 2023 as we seek to accelerate enrollment in our PRIME study. Research and development costs may increase in the medium to long-term as we support current and additional clinical studies, publications, and other product development activities.

Selling and Marketing Expenses

Selling and marketing expenses consist primarily of salaries, payroll taxes, employee benefits, and stock-based compensation charges for sales, marketing, and payer access personnel. Other significant costs include travel, consulting, public relations, and legal costs related to commercial efforts. We expect selling and marketing expenses to decrease for the remainder of 2023 compared to the first half of 2023 as we recently took steps to further streamline our near-term commercial strategy to refocus on institutional sales as we generate additional clinical data. We expect selling and marketing expenses to increase in the medium to long-term as we increase our product portfolio and expand our commercial strategy as opportunity dictates.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries, payroll taxes, employee benefits, and stock-based compensation charges for personnel in executive, finance, information technology, human resources, and other administrative functions. Other significant costs include facilities, corporate and intellectual property legal fees, accounting, insurance, consulting, and other professional fees.

We expect general and administrative expenses will decrease for the remainder of 2023 as we continue streamlining our costs to maintain the appropriate level of support for our current level of operations. We expect general and administrative expenses will remain at that level through 2024, but such expenses could increase in the long-term as needed to support future operations and anticipated revenue growth.

Interest Expense

Interest expense represents interest incurred on our finance leases.

Other Income, Net

Other income, net consists of interest income and other investment income earned on our cash, cash equivalents, and marketable securities, and other gains and losses.

Results of Operations

The results of operations presented below should be reviewed in conjunction with the condensed financial statements and related notes included elsewhere in this report.

Comparison of the Three Months Ended June 30, 2023 September 30, 2023 and 2022

The following table summarizes our results of operations for the three months ended June 30, 2023 September 30, 2023 and 2022:

		Three Months Ended June 30,						Three Months Ended September 30,						
		2023		2022		\$ Change		2023		2022		\$ Change		
		(in thousands)		(unaudited)				(in thousands)		(unaudited)				
Revenue	Revenue	\$	123	\$	78	\$	45	Revenue	\$	42	\$	87	\$	(45)
Operating expenses:	Operating expenses:							Operating expenses:						
Cost of revenue	Cost of revenue		80		56		24	Cost of revenue		44		58		(14)
Research and development	Research and development		3,688		3,261		427	Research and development		3,539		4,176		(637)
Selling and marketing	Selling and marketing		2,872		4,219		(1,347)	Selling and marketing		1,355		2,967		(1,612)
General and administrative	General and administrative		4,943		4,288		655	General and administrative		3,288		4,074		(786)
Total operating expenses	Total operating expenses		11,583		11,824		(241)	Total operating expenses		8,226		11,275		(3,049)
Loss from operations	Loss from operations		(11,460)		(11,746)		286	Loss from operations		(8,184)		(11,188)		3,004
Interest expense	Interest expense		(14)		(18)		4	Interest expense		(14)		(21)		7
Other income, net	Other income, net		932		244		688	Other income, net		988		497		491
Net loss	Net loss	\$	(10,542)	\$	(11,520)	\$	978	Net loss	\$	(7,210)	\$	(10,712)	\$	3,502

Research and Development Expenses

The following table summarizes our research and development expenses for the three months ended June 30, 2023 September 30, 2023 and 2022:

	Three Months Ended June 30,						Three Months Ended September 30,											
	2023			2022			\$ Change			2023			2022			\$ Change		
				(in thousands)			(unaudited)						(in thousands)			(unaudited)		
Research and development expenses:	Research and development expenses:						Research and development expenses:											
Clinical studies	Clinical studies	\$ 1,540		\$ 1,100		\$ 440	Clinical studies	\$ 1,595		\$ 2,073		\$ (478)						
Research and bioinformatics	Research and bioinformatics	1,079		1,151		(72)	Research and bioinformatics	1,058		1,084		(26)						
Laboratory operations	Laboratory operations	1,069		1,010		59	Laboratory operations	886		1,019		(133)						
Total research and development expenses	Total research and development expenses	\$ 3,688		\$ 3,261		\$ 427	Total research and development expenses	\$ 3,539		\$ 4,176		\$ (637)						

The \$0.4 \$0.6 million increase decrease in total research and development expenses was due to a \$0.4 \$0.5 million increase decrease in clinical study costs and a \$0.1 million increase decrease in laboratory operations costs, partially offset by a \$0.1 costs. The \$0.5 million decrease in research and bioinformatics expenses. The \$0.4 million increase in clinical study costs was primarily due to a \$0.5 \$0.3 million increase decrease resulting from the increased enrollment and reduced site setup activity in the PRIME study. The \$0.1 million increase study and a \$0.2 million decrease in laboratory operations personnel costs was primarily due to a \$0.1 million increase in depreciation related to additional equipment and capitalized software, decreased average headcount. The \$0.1 million decrease in research and bioinformatics laboratory operations costs was primarily due to a \$0.1 million decrease in specimen acquisition personnel costs related due to product development, decreased average headcount.

Selling and Marketing Expenses

The \$1.3 \$1.6 million decrease was due primarily to decreases of \$1.2 million in personnel-related costs driven by decreased average headcount, \$0.3 million \$0.2 million in travel expenses, and \$0.2 million in consulting marketing programs and other professional service fees, partially offset by materials. These decreases are largely a \$0.4 million increase in severance-related costs, result of steps we took to further streamline our near-term commercial strategy to refocus on institutional sales as we generate additional clinical data.

General and Administrative Expenses

The \$0.7 \$0.8 million increase decrease was due primarily to increases decreases of \$0.6 \$0.4 million related to one-time personnel in personnel-related costs \$0.2 driven by decreased average headcount, \$0.1 million of various legal expenses, director and officer insurance costs, and \$0.1 million of stock-based compensation expense, partially offset by expense. The decreases in personnel-related costs are largely a \$0.3 million decrease in personnel result of steps we took to streamline our general and administrative expenses driven by decreased average headcount, to maintain the appropriate level of support for our current level of operations.

Other Income, Net

The \$0.7 \$0.5 million increase in other income, net was due to a \$0.4 million increase in interest income related primarily to our marketable securities and a \$0.1 million increase related primarily to investment income on our marketable securities and a \$0.3 million increase in interest income related primarily to our marketable securities.

Comparison of the Six Nine Months Ended June 30, 2023 September 30, 2023 and 2022

The following table summarizes our results of operations for the six nine months ended June 30, 2023 September 30, 2023 and 2022:

	Six Months Ended June 30,						Nine Months Ended September 30,											
	2023			2022			\$ Change			2023			2022			\$ Change		
				(in thousands)			(unaudited)						(in thousands)			(unaudited)		
Revenue	Revenue	\$ 223		\$ 116		\$ 107	Revenue	\$ 265		\$ 203		\$ 62						
Operating expenses:	Operating expenses:						Operating expenses:											
Cost of revenue	Cost of revenue	142		76		66	Cost of revenue	186		134		52						
Research and development	Research and development	7,791		6,583		1,208	Research and development	11,330		10,759		571						

Selling and marketing	Selling and marketing	5,690	8,677	(2,987)	Selling and marketing	7,045	11,644	(4,599)
General and administrative	General and administrative	9,389	8,826	563	General and administrative	12,677	12,900	(223)
Total operating expenses	Total operating expenses	23,012	24,162	(1,150)	Total operating expenses	31,238	35,437	(4,199)
Loss from operations	Loss from operations	(22,789)	(24,046)	1,257	Loss from operations	(30,973)	(35,234)	4,261
Interest expense	Interest expense	(30)	(22)	(8)	Interest expense	(44)	(43)	(1)
Other income, net	Other income, net	1,712	340	1,372	Other income, net	2,700	837	1,863
Net loss	Net loss	\$ (21,107)	\$ (23,728)	\$ 2,621	Net loss	\$ (28,317)	\$ (34,440)	\$ 6,123

Research and Development Expenses

The following table summarizes our research and development expenses for the **six** nine months ended **June 30, 2023** September 30, 2023 and 2022:

	Research and development expenses:	Six Months Ended June 30,			Nine Months Ended September 30,			
		2023		2022	\$ Change	2023		\$ Change
		(in thousands) (unaudited)				(in thousands) (unaudited)		
Research and development expenses:	Research and development expenses:					Research and development expenses:		
Clinical studies	Clinical studies	\$ 3,370	\$ 2,343	\$ 1,027		Clinical studies	\$ 4,966	\$ 4,415
Research and bioinformatics	Research and bioinformatics	2,175	2,190	(15)		Research and bioinformatics	3,232	3,274
Laboratory operations	Laboratory operations	2,246	2,050	196		Laboratory operations	3,132	3,070
Total research and development expenses	Total research and development expenses	\$ 7,791	\$ 6,583	\$ 1,208		Total research and development expenses	\$ 11,330	\$ 10,759
								\$ 571

The **\$1.2 \$0.6** million increase in total research and development expenses was due to a **\$1.0 \$0.6** million increase in clinical study costs and a **\$0.2 \$0.1** million increase in laboratory operations costs. The **\$1.0 \$0.6** million increase in clinical study costs is due to a **\$1.0 \$0.7** million increase resulting from the increased enrollment and site setup activity in the PRIME study and a **\$0.1** million increase in consulting costs, partially offset by a **\$0.3** million decrease in personnel-related costs driven by decreased average headcount. The **\$0.2 \$0.1** million increase in laboratory operations costs is primarily due to a **\$0.2 million** **\$0.3 million** increase in depreciation related to additional equipment and capitalized software and a **\$0.1** increase in lab equipment costs, partially offset by a **\$0.3** million decrease in stock-based compensation expense.

Selling and Marketing Expenses

The **\$3.0 \$4.6** million decrease was due primarily to decreases of **\$2.3 million** **\$3.3 million** in personnel-related costs driven by decreased average headcount, **\$0.5 million** **\$0.7 million** in travel expenses, **\$0.4 million** in consulting and other professional service fees, partially offset by **\$0.1 million** in marketing programs and materials. These decreases are largely a **\$0.2 million** increase in severance-related costs. result of steps we took to further streamline our near-term commercial strategy to refocus on institutional sales as we generate additional clinical data.

General and Administrative Expenses

The **\$0.6 \$0.2** million increase decrease was due primarily to increases decreases of **\$0.6 \$0.7 million** related to one-time personnel costs, **\$0.3 million** of stock-based compensation expense, **\$0.2 million** of legal expenses, and **\$0.1 million** of travel expenses, partially offset by a **\$0.5 million** decrease in director and officer insurance costs and a **\$0.3 million** decrease **\$0.7 million** in personnel expenses personnel-related costs driven by decreased average headcount, headcount, partially offset by increases of **\$0.7 million** related to one-time personnel costs, **\$0.2 million** of stock-based compensation expense, and **\$0.2 million** of legal expenses. The decreases in personnel-related costs are largely a result of steps we took to streamline our general and administrative expenses to maintain the appropriate level of support for our current level of operations.

Other Income, Net

The **\$1.4 \$1.9** million increase in other income, net was due to a **\$0.9 million** **\$1.1 million** increase related primarily to investment income on our marketable securities and a **\$0.5 million** **\$0.8 million** increase in interest income related primarily to our marketable securities.

Liquidity and Capital Resources

Sources of Liquidity

Since inception, we have not generated a significant amount of commercial revenue from product sales or any other sources and have incurred significant operating losses and negative cash flows from operations. We anticipate that we will continue to incur net losses for the foreseeable future. We have financed our operations primarily through

proceeds from the sale and issuance of convertible preferred stock and convertible notes, bank loans, and the sale and issuance of Class A common stock in our IPO, which was completed in July 2021. As of **June 30, 2023** **September 30, 2023**, we had aggregate cash, cash equivalents, and available-for-sale securities of **\$92.1 million** **\$85.0 million**, and an accumulated deficit of **\$231.8 million** **\$239.0 million**.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Six Months Ended June 30,				Nine Months Ended September 30,			
	2023		2022		2023		2022	
	(in thousands) (unaudited)				(in thousands) (unaudited)			
Net cash provided by (used in):	Net cash provided by (used in):				Net cash provided by (used in):			
Operating activities	Operating activities	\$ (12,829)	\$ (18,595)		Operating activities	\$ (20,423)	\$ (27,372)	
Investing activities	Investing activities	15,228	13,425		Investing activities	64	7,129	
Financing activities	Financing activities	8	129		Financing activities	136	121	
Net increase (decrease) in cash and cash equivalents		\$ 2,407	\$ (5,041)					
Net decrease in cash and cash equivalents					Net decrease in cash and cash equivalents	\$ (20,223)	\$ (20,122)	

Operating Activities

The net cash used in operating activities during the **six** **nine** months ended **June 30, 2023** **September 30, 2023** was primarily due to a net loss of **\$21.1** **\$28.3** million partially offset by non-cash charges of **\$3.1 million** **\$4.3 million** and an increase in operating assets and liabilities of **\$5.2** **\$3.6** million. The net cash used in operating activities during the **six** **nine** months ended **June 30, 2022** **September 30, 2022** was primarily due to a net loss of **\$23.7** **\$34.4** million partially offset by non-cash charges of **\$3.0** **\$4.6** million and an increase in operating assets and liabilities of **\$2.1** **\$2.5** million.

Investing Activities

Net cash provided by investing activities for the **six** **nine** months ended **June 30, 2023** **September 30, 2023** was primarily due to **\$38.1** **\$49.1** million in proceeds from maturities and sales of marketable securities and **\$0.3 million** in proceeds from disposals of property and equipment, partially offset by **\$23.1** **\$49.2** million in purchases of marketable securities. Net cash provided by investing activities for the **six** **nine** months ended **June 30, 2022** **September 30, 2022** was primarily due to **\$34.9** **\$49.3** million in proceeds from maturities and sales of marketable securities, partially offset by **\$21.2** **\$41.6** million in purchases of marketable securities, securities and **\$0.6 million** in purchases of property and equipment.

Financing Activities

Net cash provided by financing activities for the **six** **nine** months ended **June 30, 2023** **September 30, 2023** was primarily due to **\$0.2** **\$0.5** million in proceeds from employee equity transactions, partially offset by **\$0.2 million** **\$0.4 million** of finance lease principal payments. Net cash provided by financing activities for the **six** **nine** months ended **June 30, 2022** **September 30, 2022** was primarily due to **\$0.2** **\$0.3 million** in proceeds from options exercised, partially offset by **\$0.1 million** **\$0.2 million** of finance lease principal payments.

Future Funding Requirements

We expect to incur significant additional operating losses and negative cash flows for the foreseeable future. We expect our losses in the future to arise principally as a result of our commercialization activities for the PreTRM test the costs of our PRIME study and additional evidence-generating initiatives, and the development, commercialization, marketing, and distribution of our other pipeline products and services, services, especially the costs of our PRIME study and additional evidence-generating initiatives. There can be no assurance that we will eventually achieve significant revenues or profitability, or if achieved, can sustain either on a continuing basis. If we are unable to achieve significant revenues or raise additional funding, when needed, we may not be able to continue the development or commercialization of our products and services and could be required to delay, scale back, or abandon some or all of our development programs and other operations. No assurance can be given that we will be successful in raising the required capital at reasonable cost and at the required times, or at all. Any additional equity financing may not be available on favorable terms, most likely will be dilutive to our current stockholders, and debt financing, if available, may involve restrictive covenants and dilutive financing instruments. Further, our operating plan may change, and we may need additional funds to

meet operational needs and capital requirements for product development and commercialization sooner than planned. We currently have no credit facility or committed sources of capital. Our future funding requirements will depend on many factors, including the following:

- the timing, receipt, and amount of sales from the PreTRM test and other pipeline products and services, if approved;
- the cost and timing of establishing sales, marketing, and other commercialization capabilities in the United States and abroad;
- our ability to develop and commercialize other products and services;
- the terms and timing of any collaborative, licensing, and other arrangements that we may establish;
- the cost, timing, and outcomes of regulatory approvals;
- the scope, rate of progress, results, and cost of our clinical, scientific, and real-world studies, and other related activities;
- the cost of preparing, filing, prosecuting, defending, and enforcing any patent claims and other intellectual property rights;
- the extent to which we acquire or invest in businesses, products or technologies, although we currently have no commitments or agreements relating to any of these types of transactions;
- partnerships and other strategic options for our PreTRM test and other product candidates; and
- other factors described in the "Risk Factors" section and elsewhere in this report.

We believe that our existing cash and cash equivalents will enable us to fund our operating expenses and capital expenditure requirements for at least the next 12 months.

Contractual Obligations and Commitments

Our contractual obligations and commitments for the year ended December 31, 2022 are set forth in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2022 filed with the SEC on March 22, 2023. No material changes have occurred during the ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023.

Critical Accounting Policies, Significant Judgments and Use of Estimates

A summary of our critical accounting policies, significant judgments, and use of estimates is included in "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2022 filed with the SEC on March 22, 2023. There have been no significant changes in the application of our critical accounting policies, significant judgments and use of estimates during the ~~six~~ nine months ended ~~June 30, 2023~~ September 30, 2023.

Emerging Growth Company and Smaller Reporting Company Status

We are an emerging growth company, or EGC, as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. We elected to use the extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that we (1) are no longer an EGC or (2) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies, reduce disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and are exempt from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. As an EGC, we are also not required to have our internal control over financial reporting audited by our independent registered public accounting firm pursuant to Section 404 of the Sarbanes-Oxley Act. As a result, our financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates and we are not required to provide auditor attestation regarding requirements of Section 404(b) of Sarbanes-Oxley.

We will remain an EGC until the earliest to occur of: (1) the last day of the fiscal year in which we have at least \$1.235 billion in annual revenue; (2) the last day of the fiscal year in which we are deemed to be a "large accelerated filer," as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded \$700.0 million as of the last business day of the second fiscal quarter of such year; (3) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period; and (4) December 31, 2026.

We are also a "smaller reporting company" as defined in the Exchange Act. We may continue to be a smaller reporting company even after we are no longer an emerging growth company. We may take advantage of certain of the scaled disclosures available to smaller reporting companies until the fiscal year following the determination that the market value of our voting and non-voting common stock held by non-affiliates is more than \$250 million measured on the last business day of our second fiscal quarter, or our annual revenues are less than \$100 million during the most recently completed fiscal year and the market value of our voting and non-voting common stock held by non-affiliates is more than \$700 million measured on the last business day of our second fiscal quarter.

Recent Accounting Pronouncements

There are no recent accounting pronouncements that we currently expect will have a material impact on our financial position, results of operations or cash flows.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Interest Rate Risk

Our exposure to changes in interest rates relates primarily to interest earned and market value on our cash and cash equivalents and marketable securities.

Our cash and cash equivalents and marketable securities consist of cash held in banks, money market funds, commercial paper, U.S. government securities, U.S. federal agency securities and investment grade corporate securities. Our investment policy and strategy are focused on preservation of capital and supporting our liquidity requirements. Changes in U.S. interest rates affect the interest earned on our cash and cash equivalents and marketable securities, and the market value of those securities. A hypothetical 100 basis point increase in interest rates would have resulted in a decrease of ~~\$0.5 million~~ \$0.7 million in the market value of our available-for-sale debt securities as of ~~June 30, 2023~~ September 30, 2023. Any realized gains or losses resulting from such interest rate changes would only occur if we sold the investments prior to maturity. We do not believe we will be required to sell the investments before recovery, which may be maturity.

Foreign Currency

We do not regularly incur expenses with vendors outside the United States or that are denominated in currencies other than the U.S. dollar. We may incur such expenses in the future at which point exchange rate fluctuations might adversely affect our expenses, results of operations, financial position and cash flows. To date, exchange rate fluctuations have not had a material effect on our results of operations.

Effects of Inflation

We do not believe inflation has had a material effect on our results of operations during the periods presented. However, the current inflationary environment could affect us by increasing our costs of labor, laboratory supplies, and clinical trials and could adversely affect our business, results of operations, financial position and cash flows. In addition, increased inflation has had, and may continue to have, an effect on interest rates and may adversely affect our borrowing rate and our ability to obtain any potential additional funding.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Our management, with the participation of our ~~interim~~ Chief Executive Officer (our principal executive officer) and ~~interim~~ Chief Financial Officer (our principal financial officer and principal accounting officer), evaluated the effectiveness of our disclosure controls and procedures as of ~~June 30, 2023~~ September 30, 2023. Based on the evaluation of our disclosure controls and procedures as of ~~June 30, 2023~~ September 30, 2023, our ~~interim~~ Chief Executive Officer and ~~interim~~ Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were ~~not~~ effective at the reasonable assurance ~~level~~ because of our failure to timely file a current report on Form 8-K with respect to the departure of one of our named executive officers, which resulted in our loss of eligibility to use a Form S-3 registration statement until June 2024. In light of this, management intends to make certain procedural adjustments and institute additional training to ensure that the disclosure controls and procedures are designed, implemented, and functioning efficiently. level.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

We are not currently a party to any material litigation or other material legal proceedings. We may, from time to time, be involved in various legal proceedings arising from the normal course of business activities, and an unfavorable resolution of any of these matters could materially affect our future results of operations, cash flows, or financial position.

Item 1A. Risk Factors

Investing in our Class A common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, the section of this Quarterly Report Form 10-Q entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes, before investing in our Class A common stock. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that affect us. If any of the following risks occur, our business, operating results and prospects could be materially harmed. In that event, the price of our Class A common stock could decline, and you could lose part or all of your investment.

Summary of Risk Factors

Our business is subject to numerous risks and uncertainties, including those highlighted in this section below, that represent challenges that we face in connection with the successful implementation of our strategy. The occurrence of one or more of the events or circumstances described in more detail in the risk factors below, alone or in combination with other events or circumstances, may have an adverse effect on our business, cash flows, financial condition, and results of operations. Such risks include, but are not limited to:

- We have incurred net losses since our inception and we anticipate that we will continue to incur losses for the foreseeable future, which could harm our future business prospects.
- Operating our business requires a significant amount of cash, and our ability to generate sufficient cash depends on many factors, some of which are beyond our control and if we cannot raise additional capital when needed, we may have to curtail or cease operations.
- Our quarterly and annual results may fluctuate from period to period, which could adversely impact the value of our Class A common stock.
- We have derived substantially all of our revenues to date from the PreTRM test, and if our efforts to further increase the use and adoption of the PreTRM test or to develop new products and services in the future do not succeed, our business will be harmed.
- In the near future, we expect to rely on sales to a limited number of direct customers for a significant portion of our revenue and cash flows related to the sale of the PreTRM test, making us subject to customer concentration risk.
- If we are unable to establish and maintain sales and marketing capabilities, we may not be successful in commercializing the PreTRM test.
- Competition in the life science industry, including companies engaged in molecular diagnostics and proteomics, is intense. If we are unable to compete successfully with respect to our current or future products or services, we may not be able to increase or sustain our revenues or achieve profitability.
- If our CLIA-certified laboratory facility becomes inoperable, we will be unable to perform our tests and our business will be harmed.
- Interim, top-line and preliminary data from our clinical trials that we announce or publish from time to time may change as additional data become available and are subject to confirmation, audit, and verification procedures that could result in material changes in the final data.
- Our business would be materially harmed if our proprietary biobank were to become contaminated, lost or destroyed.
- We rely on third parties for specimen collection, including phlebotomy services, and commercial courier delivery services, and if these services are disrupted, our business will be harmed.

- We rely on a limited number of suppliers or, in some cases, single suppliers, for some of our laboratory instruments and materials and may not be able to find replacements or immediately transition to alternative suppliers on a cost-effective basis, or at all.
- Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.
- Our estimates of total addressable market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at a similar rate.
- The inflationary environment could materially adversely impact our business and results of operations.
- If third-party payers do not adequately reimburse for the PreTRM test or any new tests we may develop, such tests may not be purchased or used, which may adversely affect our revenue and profits.
- New reimbursement methodologies applicable to the PreTRM test, and other future tests, including new CPT codes, may decrease reimbursement rates from third-party payers.
- Billing disputes with third-party payers, including disagreement regarding the selection and use of CPT codes when submitting claims, may decrease realized revenue and may lead to requests for recoupment of past amounts paid.
- When third-party payers deny coverage, we are often unable to collect from the patient or any other source and risk disputes if we attempt to do so.
- Our revenues may be adversely impacted if third-party payers withdraw coverage or provide lower levels of reimbursement due to changing policies, billing complexities or other factors.
- Status as an out-of-network provider with a large commercial insurer may cause health care providers to avoid recommending our tests.

- If the validity of an informed consent from a patient is challenged, we could be precluded from billing for such patient's testing, be forced to stop performing certain tests, forced to exclude the patient's data or specimens from clinical trial results or be subject to lawsuits or regulatory enforcement.
- Changes in the way the FDA regulates laboratory developed tests or the reagents, other consumables, and testing equipment we use when developing, validating, and performing our tests could result in delay or additional expense in bringing our tests to market or performing such tests for our customers.
- If we fail to comply with federal and/or state laboratory licensing requirements, we could lose the ability to perform our tests or experience disruptions to our business.
- Any failure to obtain, maintain, and enforce our intellectual property rights could impair our ability to protect our proprietary technology and our brand.
- Issued patents covering our tests and technology could be found invalid or unenforceable, if challenged.
- Our intellectual property may be infringed by a third party.
- If we are not able to prevent disclosure of our trade secrets and other proprietary information, the value of our tests and technology could be significantly diminished.
- The price of our Class A common stock may be volatile, and you could lose all or part of your investment.
- Sales of a substantial number of shares of our Class A common stock by our existing stockholders in the public market could cause our stock price to fall.
- Our inability to maintain effective disclosure controls and procedures could adversely affect our results of operations, liquidity and financial positions, as well as our stock price and investor confidence in us.

Risks Related to Our Financial Position and Need for Additional Capital

We have incurred net losses since our inception and we anticipate that we will continue to incur losses for the foreseeable future, which could harm our future business prospects.

We have incurred net losses each year since our inception in 2008. To date, we have financed our operations primarily through private placements of our equity and debt securities, bank loans and the sale and issuance of Class A common stock in our initial public offering ("IPO"), which was completed in July 2021. Our net loss for the **six** **nine** months ended **June**

September 30, 2023 and 2022 was **\$21.1** **\$28.3** million and **\$23.7** **\$34.4** million, respectively. As of **June 30, 2023** **September 30, 2023**, we had an accumulated deficit of **\$231.8** **\$239.0** million. Our losses may continue to increase in the future as we continue to devote a substantial portion of our resources to efforts to increase the adoption of, and reimbursement for, the PreTRM test, make improvements to this product, and research, develop, and commercialize new products.

We currently receive substantially all of our revenues from the sales of the PreTRM test and expect to continue to receive revenue from sales of the PreTRM test and our other pipeline products and services, if approved, in the future. It is possible that we will not generate sufficient revenue from the sales of any of our products and services to cover our costs, including research and development expenses related to furthering our product pipeline, and achieve or sustain profitability. A significant element of our business strategy is to increase and maintain our in-network coverage with third-party payers. However, third-party payers, such as commercial insurers and government health care programs, may decide not to reimburse for the PreTRM test or other tests we may develop, may not reimburse for uses of the PreTRM test or our other tests for the pregnant patient population, or may set the amounts of such reimbursements at prices that do not allow us to cover our expenses. Many third-party payers currently either have negative coverage determinations or otherwise do not reimburse for low-risk patient preterm birth screening tests. State Medicaid programs currently do not reimburse for our tests; third-party payers are increasingly requiring that prior authorization be obtained prior to conducting testing as a condition to reimbursing for it, which may reduce and/or delay the reimbursement amounts.

As there is a possibility that our company, any collaborators and/or licensees may not successfully develop additional products, obtain required regulatory authorizations for such products, manufacture such products at an acceptable cost or with sufficient quality or successfully market and sell such products with desired margins, our expenses may continue to exceed any revenues we may receive. Our operating expenses also will increase as, or if, among other factors:

- our earlier-stage products move into later-stage development, which is generally more expensive than early-stage development;
- we select additional technologies or products for development;
- we increase the number of patents we are prosecuting or otherwise expend additional resources on patent prosecution or defense; or
- we acquire or in-license additional technologies, product candidates, products or businesses.

Operating our business requires a significant amount of cash, and our ability to generate sufficient cash depends on many factors, some of which are beyond our control and if we cannot raise additional capital when needed, we may have to curtail or cease operations.

In the future, we expect to incur significant costs in connection with our operations, including, but not limited to, the development, marketing authorization, and commercialization of new tests, and other products. These development activities generally require a substantial investment before we can determine commercial viability. We expect to need to raise additional funds through public or private equity or debt financings, collaborations or licensing arrangements to continue to fund or expand our operations.

Our actual liquidity and capital funding requirements will depend on numerous factors, including:

- our ability to achieve broad commercial success with the PreTRM test and other pipeline products and services;

- the scope and duration of, and expenditures associated with, our discovery efforts and research and development programs, including for our proprietary proteomics and bioinformatics platform;
- the costs to fund our commercialization strategies for any product candidates which we launch and to prepare for potential product marketing authorizations, as required;
- the costs of any acquisitions of complementary businesses or technologies that we may pursue;
- potential licensing or partnering transactions, if any;
- our facility expenses, which will vary depending on the time and terms of any facility lease or sublease we may enter into, and other operating expenses;
- the scope and extent of the expansion of our sales and marketing efforts;
- the commercial success of our other products and services;

- our ability to obtain more extensive coverage and reimbursement for the PreTRM test and other products and services, if any; and
- our ability to collect our accounts receivable.

The availability of additional capital, whether from private capital sources, such as banks, or the public capital markets, may fluctuate as our financial condition and market conditions in general change. There may be times when the private capital sources and the public capital markets lack sufficient liquidity or when our securities cannot be sold at attractive prices, or at all, in which case we would not be able to access capital from these sources. In addition, any weakening of our financial condition or deterioration in our credit ratings could adversely affect our ability to obtain necessary funds. Even if available, additional financing could be costly or have adverse consequences.

Additional capital, if needed, may not be available on satisfactory terms or at all. Furthermore, any additional capital raised through the sale of equity or equity-linked securities will dilute our stockholders' ownership interests and may have an adverse effect on the price of our Class A common stock. In addition, the terms of any financing may adversely affect stockholders' holdings or rights. Debt financing, if available, may include restrictive covenants. To the extent that we raise additional funds through collaborations and licensing arrangements, it may be necessary to relinquish some rights to our technologies or grant licenses on terms that may not be favorable to us.

If we are not able to obtain adequate funding when needed, we may be required to delay development programs or sales and marketing initiatives. If we are unable to raise additional capital in sufficient amounts or on satisfactory terms, we may have to reduce our workforce and may be prevented from continuing our discovery, development and commercialization efforts and leveraging other corporate opportunities. In addition, it may be necessary to work with a partner on one or more of our tests or products under development, which could lower our economic value of those products. Each of the foregoing factors may harm our business, operating results, and financial condition and may impact our ability to continue as a going concern.

Adverse developments affecting the financial services industry, such as actual events or concerns involving liquidity, defaults or non-performance by financial institutions or transactional counterparties, could adversely affect our current and projected business operations and our financial condition and results of operations.

Actual events involving limited liquidity, defaults, non-performance or other adverse developments that affect financial institutions, transactional counterparties or other companies in the financial services industry or the financial services industry generally, or concerns or rumors about any events of these kinds or other similar risks, have in the past and may in the future lead to market-wide liquidity problems. For example, on March 10, 2023, Silicon Valley Bank, or SVB, was closed by the California Department of Financial Protection and Innovation, which appointed the Federal Deposit Insurance Corporation, or the FDIC, as receiver. Similarly, on March 12, 2023, Signature Bank and Silvergate Capital Corp. were each swept into receivership. In addition, on May 1, 2023, the FDIC announced that First Republic had been closed by the California Department of Financial Protection and Innovation and its assets seized by the FDIC. If any of our partners, suppliers, or other parties with whom we conduct business are unable to access funds pursuant to such instruments or lending arrangements with such a financial institution, such parties' ability to pay their obligations to us or to enter into new commercial arrangements requiring additional payments to us could be adversely affected. Similar impacts have occurred in the past, such as during the 2008-2010 financial crisis.

Inflation and rapid increases in interest rates have led to a decline in the trading value of previously issued government securities with interest rates below current market interest rates. Although the U.S. Department of Treasury, FDIC and Federal Reserve Board have announced a program to provide up to \$25 billion of loans to financial institutions secured by certain of such government securities held by financial institutions to mitigate the risk of potential losses on the sale of such instruments, widespread demands for customer withdrawals or other liquidity needs of financial institutions for immediate liquidity may exceed the capacity of such program. There is no guarantee that the U.S. Department of Treasury, FDIC and Federal Reserve Board will provide access to uninsured funds in the future in the event of the closure of other banks or financial institutions, or that they would do so in a timely fashion.

Although we assess our banking relationships as we believe necessary or appropriate, our access to funding sources and other credit arrangements in amounts adequate to finance or capitalize our current and projected future business operations could be significantly impaired by factors that affect us, the financial institutions with which we have arrangements directly, or the financial services industry or economy in general. These factors could include, among others, events such as liquidity constraints or failures, the ability to perform obligations under various types of financial, credit or liquidity agreements or arrangements, disruptions or instability in the financial services industry or financial markets, or concerns or negative expectations about the prospects for companies in the financial services industry. These factors could involve financial institutions or financial services industry companies with which we have financial or business relationships, but could also include factors involving financial markets or the financial services industry generally.

The results of events or concerns that involve one or more of these factors could include a variety of material and adverse impacts on our current and projected business operations and our financial condition and results of operations. These could include, but may not be limited to, the following:

- Delayed access to deposits or other financial assets or the uninsured loss of deposits or other financial assets;
- Loss of access to revolving existing credit facilities or other working capital sources and/or the inability to refund, roll over or extend the maturity of, or enter into new credit facilities or other working capital resources;

- Potential or actual breach of contractual obligations that require us to maintain letters or credit or other credit support arrangements; or
- Termination of cash management arrangements and/or delays in accessing or actual loss of funds subject to cash management arrangements.

In addition, investor concerns regarding the U.S. or international financial systems could result in less favorable commercial financing terms, including higher interest rates or costs and tighter financial and operating covenants, or systemic limitations on access to credit and liquidity sources, thereby making it more difficult for us to acquire financing on acceptable terms or at all. Any decline in available funding or access to our cash and liquidity resources could, among other risks, adversely impact our ability to meet our operating expenses, financial obligations or fulfill our other obligations, result in breaches of our financial and/or contractual obligations or result in violations of federal or state wage and hour laws. Any of these impacts, or any other impacts resulting from the factors described above or other related or similar factors not described above, could have material adverse impacts on our liquidity and our current and/or projected business operations and financial condition and results of operations.

In addition, any further deterioration in the macroeconomic landscape or financial services industry could lead to losses or defaults by parties with whom we conduct business, which in turn, could have a material adverse effect on our current and/or projected business operations and results of operations and financial condition.

Our quarterly and annual results may fluctuate from period to period, which could adversely impact the value of our Class A common stock.

Our quarterly and annual results of operations, including our revenues, gross margin, net loss, and cash flows, may vary from period to period as a result of a variety of factors, many of which are outside of our control, including those listed elsewhere in this "Risk Factors" section, and as a result, period-to-period comparisons of our operating results may not be meaningful. Our quarterly and annual results should not be relied upon as an indication of future performance. In addition, to the extent that we continue to spend considerably on our internal sales and marketing and research and development efforts, we expect to incur costs in advance of achieving the anticipated benefits of such efforts. We also face competitive pricing and reimbursement pressures, and we may not be able to maintain our premium pricing in the future, which would adversely affect our operating results. Fluctuations in quarterly and annual results and key metrics may cause our results to fall below our financial guidance, if any, or other projections or goals, or the expectations of analysts or investors, which could adversely affect the price of our Class A common stock.

As a result of our failure to timely file a Current Report on Form 8-K, we are currently ineligible to file new short form registration statements on Form S-3, which may impair our ability to raise capital on terms favorable to us, in a timely manner or at all.

Form S-3 permits eligible issuers to conduct registered offerings using a short form registration statement that allows the issuer to incorporate by reference its past and future filings and reports made under the Exchange Act. In addition, Form S-3 enables eligible issuers to conduct primary offerings "off the shelf" under Rule 415 of the Securities Act. The shelf registration process, combined with the ability to forward incorporate information, allows issuers to avoid delays and interruptions in the offering process and to access the capital markets in a more expeditious and efficient manner than raising capital in a standard registered offering pursuant to a Registration Statement on Form S-1. The ability to register securities for resale may also be limited as a result of the loss of Form S-3 eligibility.

As a result of our failure to timely file a Current Report on Form 8-K, we are currently ineligible to file new short form registration statements on Form S-3 until June 2024. Our inability to use Form S-3 may impair our ability to raise necessary capital to fund our operations and execute our strategy. If we seek to access the capital markets through a registered offering during the period of time that we are unable to use Form S-3, we may be required to publicly disclose the proposed offering and the material terms thereof before the offering commences, we may experience delays in the offering process due to SEC review of a Form S-1 registration statement and we may incur increased offering and transaction costs and other considerations. Disclosing a public offering prior to the formal commencement of an offering may result in downward pressure on our share price. If we are unable to raise capital through a registered offering, we would be required to conduct our equity financing transactions on a private placement basis, which may be subject to pricing, size and other limitations imposed under the Nasdaq rules, or seek other sources of capital. The foregoing limitations on our financing approaches could have a material adverse effect on our results of operations, liquidity, and financial position.

Risks Related to Our Business and Industry

We have derived substantially all of our revenues to date from the PreTRM test, and if our efforts to further increase the use and adoption of the PreTRM test or to develop new products and services in the future do not succeed, our business will be harmed.

We currently receive and expect to continue to receive substantially all of our revenues from the sales of the PreTRM test in the near term. We intend to establish early reimbursement for the PreTRM test by collaborating with payers to perform rigorous analysis to demonstrate the health and economic benefits of our biomarker tests within their own network using customized inputs based on the plan's patient population. We plan to leverage early payer reimbursement decisions to obtain widespread commercial coverage of the PreTRM test from many regional and national plans and medical groups with doctors ordering the PreTRM test. If we are unable to execute on this commercial strategy and increase our revenues from the sale of the PreTRM test, our business may be materially adversely impacted. Our ability to increase sales of the PreTRM test and establish greater levels of adoption and reimbursement for the PreTRM test is uncertain for many reasons, including, among others:

- we may be unable to demonstrate to clinics, clinicians, physicians, payers, and patients that the PreTRM test is superior to alternatives with respect to value, convenience, accuracy, scope of coverage, and other factors;
- third-party payers may set the amounts of reimbursement at prices that reduce our profit margins or do not allow us to cover our expenses;
- we may not be able to maintain and grow effective sales and marketing capabilities;
- our sales and marketing efforts may fail to effectively reach customers or communicate the benefits of the PreTRM test;
- superior alternatives to the PreTRM test may be developed and commercialized and we may not be able to compete against these alternatives;
- we may face competitive pressures;
- we may experience supply constraints, including due to the failure of our key suppliers to provide laboratory supplies, instruments, and reagents;

- we may encounter difficulties with transportation logistics, regulations and quality associated with shipping blood specimens, including infrastructure conditions, transportation delays and temperature stress;
- we may encounter laboratory process difficulties that impact the quality and timeliness of reporting of test results;
- U.S. or foreign regulatory or legislative bodies may adopt new regulations or policies or take other actions that impose significant restrictions on, or other challenges to, our ability to sell or market our products;
- news media organizations, medical societies, or industry groups may issue publications, guidance, or analyses that negatively impact patients' and/or health care providers' perception or utilization of the PreTRM test (or certain types of prenatal testing and related healthcare services, generally) and thereby negatively impact our ability to sell or market the PreTRM test;
- we may be unable to compete successfully with respect to our current or future products or services, as a result of which we may not be able to increase or sustain our revenues or achieve profitability; and
- we may not be able to protect our intellectual property position.

If our market share for the PreTRM test fails to grow or grows more slowly than expected, or if our efforts to develop new products and services in the future do not succeed, our business, operating results, and financial condition would be adversely affected.

Our success depends on broad scientific and market acceptance of the PreTRM test and our other pipeline products and services, which we may fail to achieve.

Our ability to achieve and maintain scientific and commercial market acceptance of the PreTRM test will depend on a number of factors. We expect that the PreTRM test will be subject to the market forces and adoption curves common to other new technologies. The market for proteomics and bioinformatics technologies and products is in its early stages of development. If widespread adoption of the PreTRM test or any other products that we commercialize in the future takes longer than anticipated, we will continue to experience operating losses. The success of life sciences technologies and products is due, in large part, to acceptance by the scientific and medical communities and their adoption of certain products in the applicable field of research. The life sciences scientific community is often led by a small number of early adopters and key opinion leaders who significantly influence the rest of the community through publications in peer-reviewed journals. In such journal publications, the researchers will describe their discoveries, and also the methods, and typically the products used, to fuel such discoveries. Mentions in peer-reviewed journal publications may be a driver for the general acceptance of products for the life sciences industry, such as the PreTRM test. In addition, continuing collaborative relationships with opinion leaders will be vital to maintaining any market acceptance we achieve. If too few researchers describe the use of our products, too many researchers shift to a competing product and publish research outlining their use of that product, or too many researchers negatively describe the use of our products in publications, it may drive customers away from our products. Other factors in achieving commercial market acceptance include:

- our ability to market and increase awareness of the capabilities of the PreTRM test;
- the ability of the PreTRM test to demonstrate comparable performance in intended use applications broadly in the hands of customers;
- our customers' willingness to adopt new products and workflows;
- the PreTRM test's ease of use and whether it reliably provides advantages over other alternative technologies;
- the rate of adoption of the PreTRM test by patients, physicians, payers and the medical community at large;
- medical society guidelines supporting the use of the PreTRM test and clinical interventions based on it;
- the prices we charge for the PreTRM test;
- our ability to develop new products and solutions for customers;
- whether competitors develop and commercialize products that perform similar functions as the PreTRM test; and
- the impact of our investments in product innovation and commercial growth.

We cannot assure that we will be successful in addressing each of these criteria or other criteria that might affect the market acceptance of any products we commercialize, particularly the PreTRM test. If we are unsuccessful in achieving and maintaining market acceptance of the PreTRM test, our business, financial condition, and results of operations would be adversely affected.

In the near future, we expect to rely on sales to a limited number of direct customers for a significant portion of our revenue and cash flows related to the sale of the PreTRM test, making us subject to customer concentration risk.

We expect that a significant portion of our revenue and cash flows in the near future will be related to sales to a limited number of customers, including Elevance Health, the loss of any of which could adversely affect our business, financial condition, cash flows, and results of operations. Accordingly, we are subject to customer concentration risk. Furthermore, any termination of our relationship with Elevance Health would also adversely impact our strategy to rapidly accelerate commercialization of the PreTRM test and help incentivize broader market adoption.

If we are unable to establish and maintain sales and marketing capabilities, we may not be successful in commercializing the PreTRM test.

We have limited experience as a company in sales and marketing and our ability to achieve profitability depends on our being able to attract customers for the PreTRM test and our future products, once approved. Although members of our management team have considerable industry experience, successfully commercializing the PreTRM test will require adapting our sales, marketing, distribution, and customer service and support capabilities to current and ever-changing market conditions. To perform sales, marketing, distribution, and customer service and support successfully, we will face a number of risks, including:

- our ability to attract, retain, and manage the sales, marketing, and customer service and operations workforce necessary to commercialize and gain market acceptance for our technology;
- the time and cost of establishing a specialized sales, marketing, and customer service and operations workforce; and
- our sales, marketing, and customer service and support team may be unable to initiate and execute successful commercialization activities.

We may seek to enlist one or more third parties to assist with sales, distribution, and customer service and support. There is no guarantee, if we do seek to enter into such arrangements, that we will be successful in attracting desirable sales and distribution partners or that we will be able to enter into such arrangements on favorable terms. If our sales and marketing efforts, or those of any third-party sales and distribution partners, are not successful, the PreTRM test may not gain market acceptance, which could materially impact our business operations.

Even if the PreTRM test achieves broad scientific and market acceptance, if we fail to improve it or introduce compelling new products, our future revenues and prospects could be harmed.

Even if we are able to achieve broad scientific and market acceptance for the PreTRM test, our ability to grow our business will depend in large part on our ability both to enhance and improve the PreTRM test and to introduce compelling new products, including for major pregnancy related conditions beyond preterm birth. The success of any enhancement to the PreTRM test or introduction of new products depends on several factors, including completion of certain clinical development requirements, timely completion and delivery of the product, competitive pricing, adequate quality testing, integration with existing technologies, appropriately timed and staged product introductions, and overall market acceptance. Any new product or enhancement to the PreTRM test that we develop may not be introduced in a timely or cost-effective manner, may contain defects, errors or vulnerabilities or may not achieve the market acceptance necessary to generate significant revenue.

The typical development cycle of new life sciences products can be lengthy and complicated and may require new scientific discoveries or advancements, considerable resources, and complex technology and engineering. Such developments may involve external suppliers and service providers, making the management of development projects complex and subject to risks and uncertainties regarding timing, timely delivery of required components or services and satisfactory technical performance of such components or assembled products. If we do not achieve the required technical specifications or successfully manage new product development processes, or if development work is not performed according to schedule, then such new technologies or products may be adversely impacted. To date, we have only completed the development process for one product. We cannot assure you that we will ever succeed in completing that process for another product, including for major pregnancy related conditions beyond preterm birth, or that even if we do, it will be launched successfully in the market and find commercial acceptance. If we are unable to successfully develop new products, enhance the PreTRM test to meet customer requirements, compete with alternative products or otherwise gain and maintain market acceptance, our business, results of operations, and financial condition could be harmed.

Competition in the life science industry, including companies engaged in molecular diagnostics and proteomics, is intense. If we are unable to compete successfully with respect to our current or future products or services, we may not be able to increase or sustain our revenues or achieve profitability.

We are a women's health diagnostic company utilizing our proprietary proteomics and bioinformatics platform to discover, develop, and commercialize biomarker tests, and our first commercial product, the PreTRM test, is designed to accurately predict the risk of premature delivery. The proteomics and bioinformatics industry is characterized by rapid technological changes, frequent new product introductions, reimbursement challenges, emerging competition, intellectual property disputes and litigation, price competition, aggressive marketing practices, evolving industry standards and changing customer preferences. We cannot guarantee that research, discoveries or other advancements by other companies will not render our existing or potential products and services uneconomical or result in products and services that are superior or otherwise preferable to our current or future products and services.

We face competition with respect to the PreTRM test and expect to face competition with respect to any product candidates that we may seek to develop or commercialize in the future. Many of the companies against which we are competing or may compete against in the future have significantly greater financial resources and expertise in research and development, manufacturing, and commercialization. Mergers and acquisitions in our industry may result in even more resources being concentrated among a smaller number of our competitors. Smaller and early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific and management personnel and conducting clinical trials, as well as in acquiring technologies complementary to, or necessary for, our products and services.

To remain competitive over time, we will need to continually research and develop improvements to our products and services. However, we cannot assure you that we will be able to develop and commercialize any improvements to our products and services on a timely basis. Our competitors may develop and commercialize competing or alternative products and services and improvements faster than we are able to do so, which would negatively affect our ability to increase or sustain our revenue or achieve profitability.

If our products do not perform as expected, our operating results, reputation, and business will suffer.

Our success depends on the market's confidence that we can provide reliable, high-quality testing results. There is no guarantee that the accuracy and reproducibility we have demonstrated to date will continue as our test volumes continue to increase and our product portfolio continues to expand. We believe that patients that rely on our tests are particularly sensitive to test limitations and errors, including inaccurate test results. As a result, if our tests do not perform as expected or favorably in comparison to competing tests, our operating results, reputation, and business will suffer. We may also become subject to legal claims arising from such limitations, errors or inaccuracies.

The PreTRM test uses, and our future tests will use, a number of complex and sophisticated proteomic and bioinformatics processes and advanced mass spectrometry techniques, which are highly sensitive to external factors. An operational, technological or other failure in one of these complex processes may result in sensitivity or specificity

rates that are lower than we anticipate. In addition, we regularly evaluate and refine our testing processes, and any refinements we make may not improve our tests as we expect and may result in unanticipated issues that may adversely affect our test performance as described above. Such operational, technical, and other difficulties adversely affect test performance, may impact the commercial attractiveness of our products and may increase our costs or divert our resources, including management's time and attention, from other projects and priorities. Furthermore, any changes to our testing process may require us to use new or different suppliers or materials with whom or which we are unfamiliar, and which may not perform as we anticipate, and could cause delays, downtime or other operational issues.

If our CLIA-certified laboratory facility becomes inoperable, we will be unable to perform our tests and our business will be harmed.

We currently operate a CLIA-certified laboratory facility in Salt Lake City, Utah, which processes the PreTRM test and likely any other future test, if approved, that is or will be the source of substantially all of our revenues. Our facility could be harmed or rendered inoperable, or our supplies or other assets could be damaged or destroyed, by natural or man-made disasters, including earthquakes, severe weather, flooding, power outages, and contamination, including as a result of a public health threat, which may render it difficult or impossible for us to operate our business and/or perform our tests for some period of time. The inability to perform our tests or the backlog of tests that could develop if our facility is inoperable — for even a short period of time — may harm our reputation and result in a material adverse effect on our revenues.

The marketing, sale, and use of the PreTRM test and any other products that we develop in the future could result in substantial damages arising from product liability or professional liability claims, associated with product recalls or otherwise, that exceed our resources.

The marketing, sale, and use of the PreTRM test and any other products that we develop and commercialize in the future could lead to product liability claims against us if someone were to allege that the PreTRM test or any future product failed to perform as it was designed or as claimed in our promotional materials, was performed pursuant to incorrect or inadequate laboratory procedures, if we delivered incorrect or incomplete test results or if someone were to misinterpret test results. In addition, we may be subject to liability for errors in, a misunderstanding of, or inappropriate reliance upon, the information we provide, or for failure to provide such information, in connection with our marketing and promotional activities or as part of the results generated by the PreTRM test and other future tests. Even though the PreTRM test is highly accurate, no test is 100% accurate, and we may report false results. In such a scenario, the patient or her family may file a lawsuit against us claiming product or professional liability. In addition, any manufacturing or design defects in our products could lead to product recalls, either voluntary or as required by government authorities, which could result in the removal of a product from the market.

A product liability or professional liability claim could result in substantial damages and be costly and time-consuming for us to defend. Although we maintain product and professional liability insurance, our insurance may not fully protect us from the financial impact of defending against product liability or professional liability claims or any judgments, fines or settlement costs arising out of any such claims, or the financial and reputational consequences of a product recall. Any product liability or professional liability claim brought against us, with or without merit, could increase our insurance rates, cause our insurance coverage to be terminated or prevent us from securing insurance coverage in the future. As we attempt to bring new products to market, we may need to increase our product liability coverage, which would be a significant additional expense that we may not be able to afford. Additionally, any product liability or professional liability lawsuit could harm our reputation, result in a cessation of PreTRM testing or cause our partners to terminate our agreements with them, any of which could adversely impact our results of operations.

The results of our clinical trials and studies may not support the use of our tests and other product candidates, or may not be replicated in later studies.

We have conducted and are currently conducting a variety of observational and interventional studies for the PreTRM test and our other tests in development that involve clinical investigators at multiple sites in the United States. We may need to conduct additional studies for the PreTRM test, as well as other tests we may offer in the future, to drive test adoption in the marketplace and reimbursement. Should we not be able to perform these studies, or should their results not provide clinically meaningful data and value for clinicians, or if our results are unfavorable, adoption of our tests could be impaired.

The administration of clinical and economic utility studies is expensive and demands significant attention from certain members of our management team. Data collected from these studies may not be positive or consistent with our existing data, or may not be statistically significant or compelling to the medical community or payers. If the results obtained from our ongoing or future studies are inconsistent with certain results obtained from our previous studies, adoption of our products would suffer and our business would be harmed.

Peer-reviewed publications regarding our products and product candidates may be limited by many factors, including delays in the completion of, poor design of, or lack of compelling data from clinical studies, as well as delays in the review, acceptance, and publication process. If our products or product candidates or the technology underlying our current or future products or product candidates do not receive sufficient favorable exposure in peer-reviewed publications, or are not published, the rate of health care provider adoption of our tests and positive reimbursement coverage decisions for our tests and other products could be negatively affected. The publication of clinical data in peer-reviewed journals can be a crucial step in commercializing and obtaining reimbursement for tests, and our inability to control when, if ever, results are published may delay or limit our ability to derive sufficient revenues from any test that is the subject of a study. The performance achieved in published studies may not be repeated in later studies that may be required to obtain FDA marketing authorizations should we decide to do so for business reasons, or should we be required to submit applications to the FDA or other health authorities seeking such authorizations.

In addition, clinical trials must be conducted in accordance with applicable laws and subject to the oversight of Institutional Review Boards, or IRBs, at the medical institutions where the clinical trials are conducted. We rely on clinical trial sites to ensure the proper and timely conduct of our clinical trials and while we have agreements governing their committed activities, we have limited influence over their actual performance. We depend on our collaborators and on medical institutions to conduct our clinical trials in compliance with applicable human subject protection regulations and Good Clinical Practice, or GCP, requirements. To the extent our collaborators fail to enroll participants for our clinical trials, fail to conduct our trials in compliance with applicable law and GCP requirements, or are delayed for a significant time in the execution of trials, including achieving full enrollment, we may be affected by increased costs, program delays, or both.

Interim, top-line and preliminary data from our clinical trials that we announce or publish from time to time may change as additional data become available and are subject to confirmation, audit, and verification procedures that could result in material changes in the final data.

From time to time, we may publicly disclose interim, top-line or preliminary data from our clinical trials, which is based on a preliminary analysis of then-available data, and these results and related findings and conclusions may be subject to change following a more comprehensive review of the data. We also make assumptions, estimations, calculations, and conclusions as part of our analyses of data, and we may not have received or have had the opportunity to fully and carefully evaluate all data. As a result, the interim, top-line or preliminary data that we report may differ from future results of the same trials, or different conclusions or considerations may qualify such results once additional data have been received and fully evaluated. Interim data from clinical trials are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. Preliminary, interim or top-line data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary top-line data we previously published. As a result, preliminary, interim, and top-line data should be viewed with caution until the final data are available. Adverse differences between preliminary, interim, and top-line data and final data could significantly harm our business prospects and may cause the price of our Class A common stock to fluctuate or decline.

Further, payers, physicians, and others may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could adversely impact the potential of the particular product or program, the prospects for commercialization of any product, and the business prospects of our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is derived from information that is typically extensive, and you or others may not agree with what we determine is material or otherwise appropriate information to include in our disclosure.

If the preliminary, interim or top-line data that we report differ from **actual later or final** results, or if payers, physicians or others disagree with the conclusions reached, our ability to commercialize our product candidates may be significantly impaired, which could materially harm our business, operating results, prospects or financial condition.

Our business would be materially harmed if our proprietary biobank were to become contaminated, lost or destroyed.

A fundamental component of our platform is our proprietary biobank, consisting of comprehensive, clinically and demographically annotated blood specimens collected from thousands of pregnant U.S. women, representing the broad demographic and geographic diversity inherent in the U.S. population. This biobank is maintained at our facility in Salt Lake City, Utah, in a secure environment. If the specimens and information contained in the biobank were to become compromised or destroyed, through contamination, theft, a cybersecurity breach, a natural disaster or otherwise, our ability to rely on the data represented in the biobank could be significantly impaired, which could materially harm our business, operating results, prospects or financial condition.

International expansion of our business will expose us to business, regulatory, political, operational, financial, and economic risks associated with doing business outside the United States.

To the extent that we decide to market our products and services outside the United States, our business will be subject to the risks associated with doing business outside the United States, including an increase in our expenses and diversion of our management's attention from the development of future products and services. Accordingly, our business and financial results in the future could be adversely affected due to a variety of factors, including:

- multiple, conflicting and changing laws and regulations such as privacy, security and data use regulations, tax laws, export and import restrictions, economic sanctions and embargoes, employment laws, anti-corruption laws, regulatory requirements, reimbursement or payer regimes and other governmental approvals, permits, and licenses;
- failure by us or our distributors to obtain any necessary regulatory clearance, authorization or approval for the use of our products and services in various countries;
- additional potentially relevant third-party patent rights;
- complexities and difficulties in obtaining intellectual property protection and maintaining, defending, and enforcing our intellectual property outside the United States;
- difficulties in staffing and managing foreign operations;
- employment risks related to hiring employees outside the United States;
- complexities associated with managing multiple payer reimbursement regimes, government payers or patient self-pay systems;
- difficulties in negotiating favorable reimbursement negotiations with governmental authorities;
- logistics and regulations associated with shipping specimens, including infrastructure conditions and transportation delays;
- limits in our ability to penetrate international markets if we are not able to sell our products or conduct services locally;
- financial risks, such as longer payment cycles, difficulty collecting accounts receivable, the impact of local and regional financial crises on demand and payment for our products and services and exposure to foreign currency exchange rate fluctuations;
- natural disasters, political and economic instability, including wars, terrorism, and political unrest, outbreak of disease, boycotts, curtailment of trade, and other business restrictions;
- regulatory and compliance risks that relate to maintaining accurate information and control over sales and distributors' activities that may fall within the purview of the U.S. Foreign Corrupt Practices Act, or FCPA, its books and records provisions, or its anti-bribery provisions, or laws similar to the FCPA in other jurisdictions in which we may operate, such as the United Kingdom Bribery Act of 2010, or the U.K. Bribery Act; and
- onerous anti-bribery requirements of several member states in the European Union, the United Kingdom, Japan, and other countries that are constantly changing and require disclosure of information to which U.S. legal privilege may not extend.

Any of these factors could significantly harm our future international expansion and operations and, consequently, our revenue and results of operations.

We may not be able to obtain and maintain the third-party relationships that are necessary to develop and commercialize some or all of our tests.

We expect to depend on collaborators, partners, licensees, and other third parties to support our test development and validation efforts, to deliver needed supplies, and to transport specimens for testing, among other things. Any problems we experience with any of these third parties could delay the development, validation, commercialization, and performance of our testing, which could harm our results of operations.

We cannot guarantee that we will be able to successfully negotiate agreements for, or maintain relationships with, collaborators, partners, licensees, and other third parties on favorable terms, if at all. If we are unable to obtain or maintain these agreements, we may not be able to develop, validate, obtain regulatory authorizations for, or commercialize any future tests, which will in turn adversely affect our business.

We expect to expend substantial management time and effort to enter into relationships with third parties and, if we successfully enter into such relationships, to manage these relationships. In addition, substantial amounts will be paid to third parties in these relationships. However, we cannot control the amount or timing of resources our future contract partners will devote to our business endeavors, and we cannot guarantee that these parties will fulfill their obligations to us under these arrangements in a timely fashion, if at all. In addition, while we manage the relationships with third parties, we cannot control all of the operations of and protection of intellectual property by such third parties.

We rely on third parties for specimen collection, including phlebotomy services, and commercial courier delivery services, and if these services are disrupted, our business will be harmed.

We rely on third parties to perform specimen collection, including phlebotomy services, and to transport specimens to our laboratory facility in a timely and cost-efficient manner. Disruptions in these services, whether due to any natural or other disasters, pandemics, acts of war or terrorism, shipping embargoes, labor unrest, political instability or similar events could adversely affect specimen integrity and our ability to process specimens in a timely manner and to service our customers, and ultimately our reputation and our business. In addition, if we are unable to continue to obtain expedited delivery services on commercially reasonable terms, our operating results may be adversely affected.

In addition, our relationships with these service providers could be scrutinized under federal and state health care laws such as the federal Anti-Kickback Statute and the Stark Law, and their implementing regulations, to the extent, for example, that these services provide a financial benefit to or relieve a financial burden for a potential referral source. If our operations are found to be in violation of any of these (or other) laws and regulations, we may be subject to administrative, civil and/or criminal penalties, damages, fines, individual imprisonment, refunding of payments received by us, exclusion from government health care programs, and/or curtailment or cessation of our operations, among other potential penalties, any of which could harm our reputation and adversely affect our business, operating results, and financial condition.

We rely on a limited number of suppliers or, in some cases, single suppliers, for some of our laboratory instruments and materials and may not be able to find replacements or immediately transition to alternative suppliers on a cost-effective basis, or at all.

We source components of our technology from third parties and certain components are sole sourced. Obtaining substitute components may be difficult or require us to redesign our products. We expect to continue to depend on third-party contract suppliers for the foreseeable future. Any natural or other disasters, pandemics, acts of war or terrorism, shipping embargoes, labor unrest or political instability or similar events at our third-party suppliers' facilities that cause a loss of manufacturing capacity or a reduction in the quality of the items manufactured would heighten the risks that we face. In addition, inflation and/or global supply chain disruptions may have a negative impact on our third-party contract suppliers' ability to acquire the materials necessary for our business and we could incur higher costs for certain goods or services due to inflation or increased freight costs. Changes to, failure to renew or termination of our existing agreements or our inability to enter into new agreements with other suppliers could result in the loss of access to important components of our tests and could impair, delay or suspend our commercialization efforts. Our failure to maintain a continued and cost-effective supply of high-quality components could materially and adversely harm our business, operating results, and financial condition.

If we are unable to successfully scale our operations, or attract and retain highly skilled employees, our business could suffer.

As our test volumes grow and we develop future product offerings, we will need to continue to ramp up our testing capacity and implement increases in scale, such as increased headcount, additional or upgraded equipment, additional qualified laboratory personnel, increased office and laboratory space, expanded customer service capabilities, improved billing and systems processes, enhanced controls and procedures and expanded or internal quality assurance program and technology platform. The value of the PreTRM test and our other testing products that we may develop in the future depends on our ability to perform, and our reputation for performing, these tests on a timely basis and with an exceptionally high standard of quality. Failure to implement necessary procedures, transition to new facilities, purchase and maintain equipment, establish processes, or hire the necessary personnel in a timely and effective manner could result in higher processing costs or an inability to meet market demand or could otherwise affect our operating results.

To execute our growth plan, we must attract and retain highly qualified personnel. Competition for these personnel is intense, especially for sales, scientific, medical, laboratory, research and development, and other technical personnel. The turnover rate of such personnel can be high. We may, from time to time, experience difficulty in hiring and retaining employees with appropriate qualifications. Furthermore, replacing executive officers and key employees may be difficult and may take an extended period of time due to the limited number of individuals in our industry with the breadth of skills and experience required to successfully develop, gain regulatory approval of, and commercialize products. From time to time, we have made select headcount reductions in order to preserve cash and prioritize investment in our commercialization activities and core clinical programs. These reductions, and any future reductions, may negatively impact our ability to attract candidates in the future. Competition to hire from the limited pool referred to above is intense, and we may be unable to hire, train, retain, or motivate these key personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for similar personnel. Many of the companies with which we compete for highly qualified personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or our company have breached their legal obligations to their former employers, which occurs from time to time. Furthermore, to the extent that we are unable to retain our employees and they leave our company to join one of our competitors, we cannot assure you that any invention, non-disclosure or non-compete agreements we have in place will provide meaningful protection against a departing employee's unauthorized use or disclosure of our confidential information.

In addition, our growth may place a significant strain on our operating and financial systems and our management, sales, marketing, and administrative resources. As a result of our growth, our operating costs may escalate faster than we anticipate, we may face difficulties in obtaining additional office or laboratory space and some of our internal systems may need to be enhanced or replaced. If we cannot effectively manage our expanding operations and our costs, we may not be able to grow successfully or we may grow at a slower pace, and our business could be adversely affected.

Any headcount reductions undertaken to extend our cash runway and focus more of our capital resources on our prioritized research and development programs as well as commercialization activities may not achieve our intended outcome.

From time to time, we have made select headcount reductions to more effectively allocate costs toward a refined focus on those opportunities deemed most promising in the near-term from a product adoption and revenue generation perspective. Such headcount reductions may result in unintended consequences and costs, such as the loss of institutional knowledge and expertise, attrition beyond the intended number of employees, decreased morale among our remaining employees, and the risk that we may not achieve the anticipated benefits of the headcount reductions. In addition, while positions have been eliminated, certain functions necessary to our operations remain, and we may be unsuccessful in distributing the duties and obligations of departed employees among our remaining employees. The headcount reductions could also make it difficult for us to pursue, or prevent us from pursuing, new opportunities and initiatives due to insufficient personnel, or require us to incur additional and unanticipated costs to hire new personnel to pursue such opportunities or initiatives. If we are unable to realize the anticipated benefits from the headcount reductions, or if we experience significant adverse consequences from the headcount reductions, our business, financial condition, and results of operations may be materially adversely affected.

We may engage in acquisitions, dispositions or other strategic transactions that could disrupt our business, cause dilution to our stockholders or reduce our financial resources.

From time to time, we may enter into transactions to acquire or dispose of businesses, products or technologies or to engage in other strategic transactions. Because we have not made any such acquisitions to date, our ability to do so successfully is unproven. Even if we identify suitable transactions, we may not be able to complete such transactions on favorable terms or at all. Any acquisitions or other strategic transactions we consummate may not strengthen our competitive position, and these transactions may be viewed negatively by customers or investors. We may decide to incur debt in connection with an acquisition or issue shares of our common stock or other equity securities to the stockholders of the acquired company, which would cause dilution to our existing stockholders. We could incur losses resulting from such strategic transactions, including undiscovered liabilities of an acquired business that are not covered by any indemnification we may obtain from the seller. In addition, we may not be able to successfully integrate any acquired personnel, technologies, and operations into our existing business in an effective, timely and non-disruptive manner. Any dispositions may also cause us to lose revenue and may not strengthen our financial position. Strategic transactions may also divert management attention from day-to-day responsibilities, increase our expenses, result in accounting charges, and reduce our cash available for operations and other uses. We cannot predict the number, timing or size of future strategic transactions or the effect that any such transactions might have on our operating results.

We may need to raise additional funds through equity or debt financings, corporate collaborations or licensing arrangements to continue to fund or expand our operations. Additional capital, if needed, may not be available on satisfactory terms or at all. Furthermore, any additional capital raised through the sale of equity or equity-linked securities, or grant of equity or equity-linked securities in connection with any debt financing, will dilute stockholders' ownership interests in us and may have an adverse effect on the price of our Class A common stock. In addition, the terms of any financing may adversely affect stockholders' holdings or rights. To the extent that we raise capital through collaborations and licensing arrangements, it may be necessary to relinquish some rights to our technologies or grant licenses on terms that may not be favorable to us.

If we are not able to obtain adequate funding when needed, we may have to delay development programs or sales and marketing initiatives. In addition, we may have to work with a partner on one or more of our tests or programs, which could lower the economic value of those programs to our company.

Public health threats could materially affect our operations, as well as the business or operations of third parties with whom we conduct business. Our business could be adversely affected by the effects of other future public health threats in regions where we, or third parties on which we rely, have significant business operations.

Our business and operations, including, but not limited to, our laboratory operations, sales and marketing efforts, supply chain operations, research and development activities, and fundraising activities, could be adversely affected by public health disruptions in regions where we have business operations, and such health disruptions could cause significant disturbance in the operations of third parties upon whom we rely. As a recent example, in March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic, and the U.S. government imposed restrictions on travel between the United States, Europe, and certain other countries. In the years following the initial outbreak, numerous state and local jurisdictions, including the jurisdictions where our headquarters and laboratory are located, imposed quarantines, shelter-in-place orders, executive orders, and similar government orders for their residents to control the spread of COVID-19. A new serious public health threat could result in similar restrictions being imposed. The future impact of a public health threat is highly uncertain and subject to change. We cannot predict the full extent of potential delays or impacts on our business, our clinical trials, health care systems or the global economy as a whole.

We cannot ensure that our employees will fully adhere to compliance policies and procedures.

We have implemented and strive to continuously develop and improve compliance policies and procedures intended to train our sales, billing, marketing, and other personnel regarding compliance with state and federal laws applicable to our business. Our efforts to implement appropriate monitoring of compliance with such policies and procedures are likewise ongoing. Despite our compliance policies and procedures, and related training and monitoring, we may experience situations in which employees may have failed to fully adhere to our policies and applicable laws in the past or in which they fail to adhere to applicable policies and/or laws in the future. Such failures may subject us to administrative, civil, and criminal actions, penalties, damages, fines, individual imprisonment, exclusion from participation in state and/or federal health care programs, refunding of payments received by us, and curtailment or cessation of our operations. In addition, commercial third-party payers may refuse to provide all or any reimbursement for tests administered, seek repayment from us of amounts previously reimbursed and harm our ability to secure network contracts with third-party payers. Any of the foregoing could adversely affect our revenue, cash flow, and financial condition, and reduce our growth prospects. As of the date hereof, we are not aware of any noncompliance with any state and federal laws applicable to our business.

Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.

We have a significant amount of net operating loss, or NOL, carryforwards that can be used to offset potential future taxable income and related income taxes. As of December 31, 2022, we had federal NOL carryforwards of approximately \$187.9 million, of which, \$70.3 million, if not utilized, begin to expire in 2028. Approximately \$117.6 million of these federal NOLs can be carried forward indefinitely. Under Section 382 of the Internal Revenue Code of 1986, as amended, if a corporation undergoes an "ownership change" (generally defined as a greater than 50% change, by value, in equity ownership over any three-year period), the corporation's ability to use its pre-change NOL carryforwards and other pre-change tax attributes to offset its post-change income or taxes may be limited. We may experience ownership changes in the future as a result of shifts in our stock ownership, some of which may not be within our control. Our ability to use these carryforwards could be limited if we experience an "ownership change."

Our estimates of total addressable market opportunity and forecasts of market growth may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at a similar rate.

Total addressable market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. Our publicly announced estimates and forecasts relating to the size and expected growth of our market may prove to be inaccurate. Even if the market in which we compete meets our size estimates and forecasted growth, our business could fail to grow at similar rates.

The inflationary environment could materially adversely impact our business and results of operations.

Our operating results could be materially impacted by changes in the overall macroeconomic environment and other economic factors that impact customer confidence and spending, including capital spending. Changes in economic conditions, supply chain constraints, logistics challenges, labor shortages, global conflicts, and steps taken by governments and central banks, particularly in response to public health threats as well as other stimulus and spending programs, have led to higher inflation, which is likely, in turn, to lead to an increase in costs and may cause changes in fiscal and monetary policy, including increased interest rates. In a higher inflationary environment, we may be unable to raise the prices of our products sufficiently to keep up with the rate of inflation. Impacts from inflationary pressures could be more pronounced and materially adversely impact aspects of our business where revenue streams and cost commitments are linked to contractual agreements that extend further into the future, as we may not be able to quickly or easily adjust pricing, reduce costs, or implement counter measures.

Risks Related to Reimbursement

If third-party payers do not adequately reimburse for the PreTRM test or any new tests we may develop, such tests may not be purchased or used, which may adversely affect our revenue and profits.

In the United States and markets in some other countries, patients generally rely on third-party payers to reimburse all or part of the costs associated with their treatment or tests. Adequate coverage and reimbursement from third-party payers such as federal and state health care programs (e.g., Medicare and Medicaid) and commercial insurers is critical to new product acceptance. Our business depends on our ability to obtain or maintain adequate reimbursement from third-party payers. We expect third-party payers such as commercial insurers to be our most significant source of payment in the near future. In particular, we believe that for our company to achieve commercial success, it will be necessary to gain acceptance from third-party payers for the PreTRM test, and to obtain positive coverage determinations and favorable reimbursement rates from third-party payers for our tests over time. We do not yet know, however, whether and to what extent certain of our products, including those under development, will be covered or reimbursed. If we are unable to obtain or maintain coverage or adequate reimbursement from, or achieve in-network status with, third-party payers for our existing or future tests or other products, our ability to generate revenues will be limited. For example, health care providers may be reluctant to order our tests or other products due to the possibility that a patient may incur substantial costs if third-party payer coverage or reimbursement is unavailable or insufficient. Such coverage and reimbursement may depend upon a number of factors, including the determination that the test and its use or administration for a particular patient are:

- a covered benefit;
- safe, effective, and medically necessary;
- appropriate for the specific patient;
- supported by guidelines established by the relevant professional societies;
- approved in any states where specific assay approval is necessary;
- cost-effective; and
- neither experimental nor investigational.

In the United States, the Centers for Medicare & Medicaid Services, or CMS, an agency within the United States Department of Health and Human Services, or HHS, and its Medicare Administrative Contractors make decisions regarding Medicare coverage for new tests. Other third-party payers, including commercial insurers, often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates, and both CMS and certain commercial insurers may have sufficient market power to demand significant price reductions.

Obtaining coverage and reimbursement approval for a test from each third-party payer is a time-consuming and costly process that could require us to provide to each payer supporting scientific and clinical information, as well as information about patient insurance eligibility and benefits, and billing-related information. We may not be able to provide data sufficient to satisfy third-party payers that they should cover and pay for the test should be covered and reimbursed. There is substantial uncertainty whether any particular payer will cover and reimburse the use of any test incorporating new technology. Even when a payer determines that a test is eligible for reimbursement, the payer may impose coverage limitations that preclude payment under certain circumstances or for certain patient populations. Moreover, eligibility for coverage does not mean that any test will be reimbursed in all cases or at a rate that allows us to make a profit or even cover our costs. Interim payments for new tests, if applicable, may also not be sufficient to cover our costs and may not be made permanent. In addition, some instances, payment payers may only be obtained by obtaining prior authorization and/or engaging before they will pay for a test. We may also have to engage in lengthy and costly appeals processes. Reimbursement in order to overturn payers' coverage and

reimbursement determinations and ultimately obtain payment. Furthermore, reimbursement rates may vary, for example, according to the use of the test and the clinical setting in which it is used, and may reflect budgetary constraints and/or imperfections in Medicare, Medicaid or other data used to calculate these rates.

There have been, and we expect that there will continue to be, federal and state proposals to constrain expenditures for health care products and services, which may affect payments for our tests. Third-party payers, including the Medicare program, frequently change coverage policies, product and service codes and payment methodologies and reimbursement amounts. Due in part to actions by third-party payers, the health care industry is experiencing a trend toward containing or reducing costs through various means, including lowering reimbursement rates and negotiating reduced payment schedules with service providers for certain products and/or services.

Our inability to promptly obtain coverage and profitable reimbursement rates from third-party payers for our tests could have a material and adverse effect on our business, operating results, and financial condition.

In addition, leading professional societies may not recommend our products or services or may recommend alternatives to our tests, which may provide a basis for third-party payers not to cover or reimburse our tests. In making coverage determinations, third-party payers often rely on practice guidelines issued by professional societies. Test-ordering providers may also rely on such guidelines when deciding whether to order testing for their patients. If any relevant professional societies issue guidelines suggesting, or otherwise make recommendations, that providers not use our tests or instead use alternatives to our tests, payers may make unfavorable coverage and reimbursement decisions and test-ordering providers may not order our tests. Any such outcomes could have a material and adverse effect on our business, operating results, and financial condition.

New reimbursement methodologies applicable to the PreTRM test, and other future tests, including new CPT codes, may decrease reimbursement rates from third-party payers.

If eligible for reimbursement, Generally, two types of coding systems may be used to describe laboratory tests are generally classified for reimbursement purposes under testing services: (i) CMS's Healthcare Common Procedure Coding System, or HCPCS, and (ii) the American Medical Association's, or AMA, Current Procedural Terminology, or CPT, coding systems. We, and payers, generally must use these Both coding systems use alphanumeric codes to bill, describe the services at issue. Third-party payers, including Medicare, determine which CPT or HCPCS codes they will cover, as well as the circumstances under which they will (or will not) cover those codes and pay the amount they will reimburse for each code. In some circumstances (such as when a laboratory becomes an in-network provider with a commercial insurer), the third-party payer will negotiate reimbursement amounts with the provider. We use CPT codes to submit claims to payers for our testing respectively. Once an HCPCS or and those payers use those same codes to make payments to us.

One type of CPT code is created a Proprietary Laboratory Analysis, or established, CMS establishes payment rates and in some cases coverage rules for that code under Medicare. Commercial insurers likewise typically establish their own payment rates and coverage rules for that PLA, code.

PLA codes describe proprietary clinical laboratory analyses. The AMA has issued a unique CPT®Proprietary Laboratory Analysis, or PLA code for the PreTRM test. CMS priced this code at \$750 in November 2021. Before the AMA issued a CPT PLA code for the PreTRM test, we submitted claims for reimbursement using CPT codes existing at the time based on the guidance of external coding experts.

We cannot guarantee that we will be able to negotiate favorable rates for our unique code, nor can we guarantee that we will receive reimbursement at all, especially if we are unable to collect and publish additional data and obtain positive coverage determinations for the PreTRM test or our other future tests.

We do not currently have specific CPT codes assigned for any of our other tests under development, and there is a risk that we may not be able to obtain such codes or, if obtained, we may not be able to negotiate favorable rates for such codes.

Finally, third-party payers may not establish positive coverage policies for our tests or adequately reimburse for any CPT code we may use, or seek recoupment for testing previously performed, which is a common occurrence in our industry.

Billing disputes with third-party payers, including disagreement regarding the selection and use of CPT codes when submitting claims, may decrease realized revenue and may lead to requests for recoupment of past amounts paid.

It is possible that payers could dispute our billing or coding from time to time. Payers may likewise seek to recoup reimbursements already paid, and we expect that such disputes and requests for recoupment may arise. Third-party payers may also decide to deny payment or recoup payment for testing that they contend to have been not medically necessary, against their coverage determinations, or for which they have otherwise overpaid. There is also a risk that the CPT codes we previously submitted, are currently submitting, or will submit in the future on claims will be rejected or withdrawn or that third-party payers will seek refunds of amounts that they claim were inappropriately billed based on, for example, the CPT code used, the modifier attached, or the number of units billed. Claims for recoupment require the time and attention of our management and other key personnel, which can be a distraction from operating our business.

If third-party payers deny payment for testing, reimbursement revenue for our testing could decline. If a third-party payer successfully challenges that payment for prior testing was in breach of contract or otherwise contrary to policy or law, they may recoup payment, which amounts could be significant and would impact our operating results and financial condition, and it may decrease reimbursement going forward. We may also decide to negotiate and settle with a third-party payer in order to resolve an allegation of overpayment. Any of these outcomes, including recoupment or reimbursements,

might also require us to restate our financials from a prior period, any of which could have a material and adverse effect on our business, operating results, and financial condition.

Failure to comply with laws and regulations related to submission of claims for our services could result in substantial financial penalties and/or potential civil or criminal liability.

We are subject to a variety of complex federal and state laws and regulations applicable to the submission of claims for payment for our services. If a third-party payer or a regulatory or enforcement agency, or, in some cases, a *qui tam* relator, believes or alleges that we engaged in improper billing practices—including, but not limited to, not adequately pursuing patient cost share responsibilities or submitting improper CPT codes, multipliers or modifiers on our claims—we may be subject to investigation and/or enforcement actions under federal and/or state law.

Responding to and defending such investigations and/or enforcement actions may require significant time and attention from management and key personnel, include significant expenditures, and result in significant penalties, damages, fees, and reputational harm, all of which could have a material adverse effect on our business, operating results, and financial condition. *See “—Risks Related to Government Regulation —If we, or our employees or contractors on our behalf, engage in conduct that violates health care laws, are suspected or accused of engaging in such conduct, or are subject to investigation for actual or alleged such conduct, we could face substantial penalties and damage to our reputation, and our business operations and financial condition could be adversely affected.”*

“Most favored nation” provisions in contracts with third-party payers may limit potential for revenue growth and may lead to claims for recoupment.

Some of our contracts with third-party payers may in the future contain “most favored nation” provisions, pursuant to which we typically agree that we will not bill the third-party payer more than we bill any other third-party payer. These contract provisions limit the amount we are able to charge for our products and can negatively impact revenue. We monitor our billing and claims submissions for compliance with these contractual requirements with third-party payers. If we do not successfully manage compliance with these most favored nation provisions, we may be required to forego revenues from some third-party payers or reduce the amount we bill to each third-party payer with a most favored nation clause in its contract that is violated, which would adversely affect our business, operating results, and financial condition. This situation could also subject us to claims for recoupment, which could ultimately result in an obligation to repay amounts previously earned.

When third-party payers deny coverage, we are often unable to collect from the patient or any other source and risk disputes if we attempt to do so.

If a third-party payer denies coverage, or if the patient has a large deductible or co-insurance amount, it may be difficult for us to collect from the patient, and we may not be successful in doing so. If we are in-network, we may be contractually prohibited from seeking payment beyond applicable deductibles, co-insurance, or co-payments from the patient. If we are out-of-network, we may be unable to collect the full amount of a patient's responsibility, despite our good faith efforts to collect. As a result, we may not always be able to collect the full amount due for our tests if third-party payers deny coverage or cover only a portion of the billed amount or if the patient has a large deductible, which could cause payers to raise questions regarding our billing policies and patient collection practices.

We believe that our practices with respect to billing and collecting patient responsibility amounts are compliant with applicable laws; however, we may in the future receive inquiries from third-party payers regarding our practices in these areas. There is no guarantee that we will be successful in addressing such concerns, and if we are unsuccessful, this may result in a third-party payer deciding to reimburse for our tests at a lower rate or not at all, seeking recoupment of amounts previously paid to us, or bringing legal action to seek reimbursement of previous amounts paid. Any such occurrences could cause reimbursement revenue for our testing, which constitutes the large majority of our revenue, to decline. Additionally, if we were required to make a repayment, such repayment could be significant, which could have a material and adverse effect on our business, operating results, and financial condition.

Our revenues may be adversely impacted if third-party payers withdraw coverage or provide lower levels of reimbursement due to changing policies, billing complexities or other factors.

If we become an in-network provider by entering into an agreement with any of the third-party payers from which we receive reimbursement, this means that we will have an agreement that governs approval or payment terms. However, such a contract would not guarantee reimbursement for all testing we perform.

In addition, the terms of any such agreement may require a physician or qualified practitioner's signature on test requisitions or require other controls and procedures prior to conducting a test. In particular, third-party payers have been increasingly requiring prior authorization to be obtained prior to conducting a test as a condition to reimbursing for the test. If the payers were to do so for the PreTRM test, it could place a burden on our billing operations and require us to dedicate resources to monitoring that these prior authorization requirements are met. To the extent we or the health care providers ordering our tests do not follow the prior authorization requirements, we may be subject to claims for recoupment of reimbursement amounts previously paid to us, or may not receive some or all of the reimbursement amounts to which we would otherwise be entitled. This may occur in the future, which could have a material and adverse effect on our business, operating results, and financial condition.

If we are considered to be an out-of-network provider, which we expect to be the case with at least some of the largest third-party payers from which we may receive reimbursement in the future, such third-party payers could withdraw coverage and decline to reimburse for our tests, for any reason. They can also impose prior authorization requirements through the terms of the patients' health plans. Managing reimbursement on a case-by-case basis is time-consuming and contributes to an increase in the number of days it takes us to collect on accounts, which also increases our risk of non-payment. Negotiating reimbursement on a case-by-case basis also typically results in the receipt of reimbursement at a significant discount to the list price of our tests.

Even if we are being reimbursed for our tests, third-party payers may unilaterally review and adjust the rate of reimbursement, require co-payments from patients or stop paying for our tests. Federal and state health care programs as well as commercial insurers continue to increase their efforts to control the cost, utilization, and delivery of health care services by demanding price discounts or rebates and limiting coverage of, and amounts they will pay for, molecular tests. These measures have resulted in reduced payment rates and decreased utilization in the clinical laboratory industry. Because of these cost-containment measures, third-party payers — including those that may reimburse our tests in the future — may reduce, suspend, revoke or discontinue payments or coverage at any time. Reduced reimbursement of our tests may harm our business, operating results, and financial condition.

Billing for clinical laboratory testing services is complex. We perform tests in advance of payment and without certainty as to the outcome of the billing process. In cases where we expect to receive a fixed fee per test due to our reimbursement arrangements, we may nevertheless encounter variable reimbursement, leading to disputes over pricing and billing. Each third-party payer typically has different billing requirements, and the billing requirements of many payers have become increasingly difficult to meet. Among the factors complicating our billing of third-party payers are:

- disparity in coverage among various payers;
- disparity in information and billing requirements among payers, including with respect to prior authorization requirements and procedures and establishing medical necessity; and
- incorrect or missing billing information, which is required to be provided by the ordering health care provider.

These risks related to billing complexities, and the associated uncertainty in obtaining payment for our tests, could harm our business, operating results, and financial condition.

Status as an out-of-network provider with a large commercial insurer may cause health care providers to avoid recommending our tests.

We may be considered to be an out-of-network provider with respect to the large commercial insurers from which we may receive reimbursement from in the future. Physician groups and other health care providers may view this negatively and may insist upon only using laboratories that are in-network with their patients' insurance companies. These types of decisions could reduce our revenue and harm our financial condition.

Changes in government health care policy could increase our costs and negatively impact coverage and reimbursement for our tests by governmental and other third-party payers.

The U.S. government is pursuing health care reform and aiming to reduce health care costs. Government health care policy has been, and will likely continue to be, a topic of extensive legislative and executive activity in the U.S. federal government and many U.S. state governments. As a result, our business could be affected by significant and potentially unanticipated changes in government health care policy, which could in turn substantially impact our revenues, increase costs, and divert management attention from our business strategy. We cannot predict the impact of governmental health care policy changes on our future business, operating results, and financial condition.

In the United States, the Affordable Care Act, or ACA, was signed into law in March 2010 and significantly impacted the U.S. pharmaceutical and medical device industries, including the diagnostics sector, in a number of ways. The ACA restricts insurers from charging higher premiums or denying coverage to individuals with pre-existing conditions, and requires insurers to cover certain preventative services without charging any copayment or coinsurance, including screening for lung, breast, colorectal and cervical cancers. The ACA also created a new system of health insurance "exchanges" designed to make health insurance available to individuals and certain groups through state- or federally-administered marketplaces in addition to existing channels for obtaining health insurance coverage. In connection with such exchanges, certain "essential health benefits" are intended to be made more consistent across plans, setting a baseline coverage level. The states (and the federal government) have some discretion in determining the definition of "essential health benefits" and we do not know whether our tests or other products will fall into a benefit category deemed "essential" for coverage purposes across the plans offered in any or all of the exchanges. If any of our tests are not covered by plans offered in the health insurance exchanges, our business, operating results and financial condition could be adversely affected.

There have been multiple attempts to repeal the ACA or significantly scale back its applicability, as a result of which, certain sections of the ACA have not been fully implemented or were effectively repealed. This could negatively impact reimbursement for our testing, adversely affect our test volumes and adversely affect our business, operating results, and financial condition. However, following several years of litigation in the federal courts, in June 2021, the United States Supreme Court upheld the ACA when it dismissed a legal challenge to the Act's constitutionality. Further legislative and regulatory changes to federal health care laws and policies remain possible. Future changes or additions to the ACA, the Medicare and Medicaid programs, and changes stemming from other health care reform measures, especially with regard to health care access, financing or other legislation in individual states, could have a material adverse effect on the health care industry in the U.S. The uncertainty around the future of the ACA and other health care legislation, and in particular the impact to reimbursement levels and the number of insured individuals, may lead to delay in the purchasing decisions of our customers.

In addition to the ACA, various health care reform proposals have also emerged from federal and state governments. The Protecting Access to Medicare Act of 2014, or PAMA, for example, introduced a multi-year pricing program for services payable under the Clinical Laboratory Fee Schedule, or CLFS, that is designed to bring Medicare allowable

amounts in line with the amounts paid by commercial insurers. The rule issued by CMS to implement PAMA required certain laboratories to report third-party payer rates and test volumes, though these reporting requirements have been delayed.

The implementation of Medicare rates pursuant to PAMA has negatively impacted overall pricing and reimbursement for many clinical laboratory testing services and may do so in the future. Since January 1, 2018, the Medicare payment rate for such tests is equal to the weighted median private payer rate reported to CMS, which for many tests is lower than the previous CLFS payment rates due to the often lower negotiated commercial insurer rates applicable to large commercial laboratories that were required to report data to CMS. Likewise, because commercial insurers often base their pricing for laboratory testing on a percentage of the price set on the CLFS, PAMA has in turn affected rates paid by commercial insurers.

The rates paid by Medicare and other state and federal health care programs have been the subject of controversy in the industry, including a lawsuit by the American Clinical Laboratory Association, and it is unclear whether and to what extent the new rates may change.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. For example, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several state and federal health care programs. This includes aggregate reductions of Medicare payments to providers up to 2% per fiscal year, and, due to subsequent legislative amendments, will remain in effect through 2032 unless additional Congressional action is taken (with the exception of a temporary suspension from May 1, 2020 through March 31, 2022 due to the COVID-19 pandemic). As another example, in January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which among other things, increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

We cannot predict whether future health care initiatives will be implemented at the federal or state level or how any such future legislation, regulation, or initiative may affect us. Current or potential future federal legislation and the expansion of government's role in the U.S. health care industry, as well as changes to the reimbursement amounts paid by third-party payers for our current and future tests, may adversely affect our test volumes and adversely affect our business, operating results, and financial condition.

If the validity of an informed consent from a patient is challenged, we could be precluded from billing for such patient's testing, be forced to stop performing certain tests, forced to exclude the patient's data or specimens from clinical trial results or be subject to lawsuits or regulatory enforcement.

We are required to ensure that all clinical data and blood specimens that we receive have been collected from subjects who have provided appropriate informed consent for us to perform our testing, both commercially and in clinical trials. Among other things, in our consent forms, we seek to ensure that the subjects from whom the data and specimens are collected do not retain or have conferred on them any proprietary or commercial rights to the data or any discoveries derived from them. A subject's informed consent could be challenged in the future, and the informed consent could prove invalid, unlawful or otherwise inadequate for our purposes. Any such findings against us, or our partners, could deny us access to, or force us to stop, testing specimens in a particular territory or could call into question the results of our clinical trials. We could also be precluded from billing third-party payers for tests for which the underlying informed consents are challenged, or we could be requested to refund amounts previously paid by third-party payers for such tests. We could become involved in legal challenges or regulatory enforcement, which could require significant management and financial resources and adversely affect our operating results.

Risks Related to Government Regulation

We may be adversely impacted by changes in laws and regulations, or in their application.

The health care industry in which we operate is highly regulated, and failure to comply with applicable regulatory, supervisory, accreditation, registration, or licensing requirements may adversely affect our business, operating results, and financial condition. The laws and regulations governing our research and marketing efforts are extremely complex and in many instances there are no clear regulatory or judicial interpretations of these laws and regulations, which increases the risk that we may be found to be in violation of these laws.

Furthermore, the industry is growing, and regulatory agencies such as HHS or the FDA may apply heightened scrutiny to new developments. While we have taken steps to ensure compliance with current regulatory frameworks in all material respects as historically enforced by the applicable regulatory agencies, given the highly complex and often unclear guidelines, there could be areas where we are unintentionally and unknowingly noncompliant. Any change in the federal or state laws or regulations relating to our business may require us to implement changes to our business or practices, and we may not be able to do so in a timely or cost-effective manner. Should we be found to be noncompliant with current or future regulatory requirements, we may be subject to sanctions that could include changes to our operations, adverse publicity, substantial financial penalties, exclusion from state and federal health care programs, and criminal proceedings, which may adversely affect our business, operating results, and financial condition by increasing our cost of compliance or limiting our ability to develop, market, and commercialize our products.

In addition, there has been a recent longstanding trend of increased heightened U.S. federal and state regulation scrutiny of payments made to physicians and other referral sources, which are governed by various state and federal laws and regulations including the Stark Law, the federal Anti-Kickback Statute, the Physician Payments Sunshine Act, the Eliminating Kickbacks in Recovery Act of 2018, and the federal False Claims Act, as well as state equivalents of such laws.

While we have implemented and strive to continuously develop and improve compliance policies and procedures intended to address compliance with applicable federal and state laws and regulations, including applicable fraud and abuse laws and regulations such as those described in this risk factor, the evolving commercial compliance environment and the need to build and maintain robust and scalable systems to comply with regulations in multiple jurisdictions with different compliance and reporting requirements increases the possibility that we could inadvertently violate one or more of these requirements.

Changes in the way the FDA regulates laboratory developed tests or the reagents, other consumables, and testing equipment we use when developing, validating, and performing our tests could result in delay or additional expense in bringing our tests to market or performing such tests for our customers.

Many of the sequencing instruments, reagents, kits, and other consumable products used to perform our testing, as well as the instruments and other capital equipment that enable the testing, are offered for sale as analyte specific reagents, or ASRs, or for research use only, or RUO. ASRs are medical devices and must comply with FDA quality system requirements provisions and other device requirements, but most are exempt from premarket review by the FDA as an *in vitro* diagnostic product. Products that are intended for RUO and are labeled as RUO are exempt from compliance with most FDA requirements, including the approval or clearance and other product quality requirements for medical devices. A product labeled RUO but which is actually intended for clinical diagnostic use may be viewed by the FDA as adulterated and misbranded under the Federal Food, Drug and Cosmetic Act, or the FD&C Act, and subject to FDA enforcement action. The FDA has said that when determining the intended use of a product labeled RUO, it will consider the totality of the circumstances surrounding distribution and use of the product, including how the product is marketed and to whom. The FDA could disagree with a supplier's assessment that the supplier's products are RUOs, or could conclude that products labeled as RUO are actually intended for clinical diagnostic use, and could take enforcement action against the supplier, including requiring the supplier to cease offering the product while it seeks appropriate marketing authorization from FDA. Suppliers of ASRs and RUO products that we employ in our tests may cease selling their respective products, and we may be unable to obtain an acceptable substitute on commercially reasonable terms or at all, which could significantly and adversely affect our ability to provide timely testing results to our customers or could significantly increase our costs of conducting business.

If we fail to comply with federal and/or state laboratory licensing requirements, we could lose the ability to perform our tests or experience disruptions to our business.

As a clinical laboratory, our business is subject to regulation by CMS through its Clinical Laboratory Improvement Amendments of 1988, or CLIA, program. The CLIA program regulates the quality of most laboratory testing performed on human specimens in the United States. CLIA regulations establish quality standards for laboratory testing in an effort to ensure the accuracy, reliability, and timeliness of patient results. To that same end, CLIA regulations require clinical laboratories to obtain a CLIA certificate and to meet specific standards with respect to operations, personnel, facilities, quality control and assurance, administration, participation in proficiency testing, and patient test management. CLIA certification is also required in order for us to be eligible to bill federal and state health care programs, as well as commercial insurers for our tests. To renew and maintain our CLIA certification, we are subject to survey and inspection every two years. Our laboratory holds a CLIA Certificate of Accreditation.

Our laboratory is also accredited by the College of American Pathologists, or CAP. CMS has deemed CAP standards to be equally or more stringent than CLIA regulations and has approved CAP as a recognized accrediting organization. Inspection by CAP is performed in lieu of inspection by CMS for CAP-accredited laboratories. Because we are accredited by CAP, we are deemed to also comply with CLIA. Many commercial insurers require CAP accreditation as a condition to contracting with clinical laboratories to cover their tests.

In the event of any CLIA-related violations, CMS has the authority to impose a wide range of sanctions, including revocation of the CLIA certification, directed plans of correction, onsite monitoring, civil monetary penalties, civil injunctive suits, a bar on the ownership or operation of a CLIA-certified laboratory by any owners or operators of the deficient laboratory, and many others, depending on the nature of the CLIA violation. Any sanction imposed under CLIA and its implementing regulations, including but not limited to those applicable to proficiency testing, or our failure to renew a CLIA certificate, could have a material and adverse effect on our business, operating results and financial condition. If we were to lose our CLIA certification, we would not be able to operate our clinical laboratory or conduct our testing, which would adversely impact our business, operating results, and financial condition. In such case, even if we were able to bring our laboratory back into compliance, we could incur significant expenses and lose revenue while doing so. Failure to maintain CAP accreditation could likewise have a material adverse effect on the sales of our tests and the results of our operations.

Our laboratory is located in Salt Lake City, Utah. Utah requires that laboratories located in this state hold a CLIA certificate (which we do), as well as approval from the Utah Department of Health, or UT DOH, to operate a laboratory. In addition to meeting CLIA requirements and holding a valid CLIA certificate, Utah requires that our laboratory timely notify the UT DOH of certain changes and demonstrate successful performance of proficiency testing in an approved proficiency testing program or approved alternative testing program. If our clinical laboratory is out of compliance with these standards, the UT DOH may revoke our approval to perform testing or potentially impose other remedial measures, any of which could materially affect our business. We maintain an approval in good standing with the UT DOH.

Moreover, several states require that out-of-state laboratories hold laboratory licenses from those states in order to test specimens from patients, or accept specimens from laboratories, in those states. One such state is New York. As part of the laboratory licensure process, the New York Department of Health, or NY DOH, requires that laboratories seeking licensure establish the analytic and clinical performance characteristics of all tests performed, and also imposes specific review and approval requirements on certain categories of testing, including laboratory developed tests, or LDTs. As an LDT, our PreTRM test is thus subject to this NY DOH review and approval process.

We have obtained licenses from states where we believe we are required to be licensed. From time to time, we may become aware of other states that require out-of-state laboratories to obtain licensure in order to accept specimens from those states, and it is possible that other states do have such requirements or will have such requirements in the future. If we identify any other state with such requirements or if we are contacted by any other state advising us of such requirements, we expect to seek to comply with such requirements. However, there is no assurance that we will be able to obtain any such required license for the particular state.

If a clinical laboratory is out of compliance with state laboratory licensure laws and regulations, the state authority may suspend, restrict or revoke the license to operate the clinical laboratory, assess substantial civil money penalties, or impose specific corrective action plans. If we were to lose a required state license, we would not be able to operate our clinical laboratory and conduct our tests, in full or in particular states, which would adversely impact our business, operating results, and financial condition. Any such actions could materially affect our business.

The FDA may undertake finalization of its rulemaking to regulate Laboratory Developed Tests or Congress may take action to reform the current legal requirements applicable to LDTs, in which LDTs. In either case we may become subject to extensive regulatory requirements and may be required to conduct additional clinical trials prior to continuing to sell our existing tests or launching any other tests we may develop, which may increase the cost of conducting, or otherwise harm, our business.

We currently market the PreTRM test as an LDT and may in the future market other tests as LDTs. **Although historically the FDA has adopted applied a policy of enforcement discretion with respect to LDTs whereby the FDA does not generally actively enforce its regulatory requirements for such tests. However, tests, in October 2023, the**

FDA has stated issued a proposed rule that is aimed at regulating LDTs under the current medical device framework. The agency's proposal also includes a plan to phase out its intention to modify its current enforcement discretion policy with respect to LDTs in the absence over several years. This FDA rulemaking was initiated after years of Congressional action failed congressional attempts to harmonize their the regulatory paradigms applicable to LDTs and other *in vitro* diagnostic tests. tests, as discussed further below. The likelihood of the FDA finalizing its proposed rule following a public comment period, as well as potential litigation challenging its authority to take such action, is uncertain at this time as stakeholders continue to press for a comprehensive legislative solution instead of administrative agency action. If there are changes in FDA regulations and or legislative authorities such that the agency begins to exercise oversight over LDTs, or if the FDA disagrees that our marketed tests are within the scope of its criteria used for defining LDTs, we may become subject to extensive regulatory requirements and may be required to stop selling our existing test or launching any other tests we may develop and to conduct additional clinical trials or take other actions prior to continuing to market our tests. If the FDA allows our tests to remain on the market but there is uncertainty about our tests, if they are labeled investigational by the FDA or if labeling claims the FDA allows us to make are very limited, orders from health care providers or reimbursement for our tests may decline.

While we believe that we are currently in material compliance with applicable laws and regulations as historically enforced by the FDA with respect to LDTs, we cannot assure you that the FDA will agree with our determination. A determination that we have violated these laws and regulations, or a public announcement that we are being investigated for possible violations, could adversely affect our business, prospects, results of operations, and financial condition.

Moreover, if the FDA were to disagree with our conclusion that the PreTRM test falls within the scope of the agency's LDT definition and that the PreTRM test is thus subject to FDA's medical device authorities and implementing regulations today, even in the absence of final rulemaking to regulate all LDTs as devices, the agency could require that we obtain premarket approval or another type of device premarket authorization in order for us to commercialize the PreTRM test. As part of this process, we may also be required to conduct additional clinical testing before applying for commercial marketing authorization. Clinical trials must be conducted in compliance with FDA regulations in order to support a marketing submission to the agency for a regulated product, or the FDA may take certain enforcement actions or reject the data. Performing additional, new clinical studies and trials in order to obtain product approval from the FDA, if any were to become necessary, would take a significant amount of time and would substantially delay our ability to commercialize the PreTRM test, any or all of which would adversely impact our business. Any such clinical trial may need to comply with recent amendments to the FD&C Act requiring sponsors of most clinical studies of investigational devices to develop and submit a diversity action plan to the FDA. If we were to be required to develop a diversity action plan for any future clinical trial, such an obligation could result in further costs and potentially delay our ability to begin such a clinical trial.

In addition, since 2017, as noted above, Congress has had been working on legislation to create an LDT and In Vitro Diagnostic, or IVD, regulatory framework that would be separate and distinct from the existing medical device regulatory framework. Most recently, reform Reform legislation called the Verifying Accurate, Leading-edge IVCT Development (VALID) Act has been garnering bipartisan and bicameral support. The support in recent years but failed to move out of committee during the last congressional sessin. As drafted and re-introduced for consideration by the current Congress, the VALID Act would codify the term "in vitro clinical test", test," or IVCT, and create a new medical product category separate from medical devices that includes to include products currently regulated as IVDs as well as LDTs, among other provisions. The VALID Act would also create a new system for laboratories to use to submit their tests electronically to the FDA for approval, which is aimed at reducing the amount of time it would take for the agency to approve such tests, and establish a new program to expedite the development of diagnostic tests that can be used to address a current unmet need for patients. The FDA's October 2023 publication of an LDT proposed rule that would apply the existing medical device framework to laboratory-developed products has renewed stakeholder calls for a more targeted approach to modernizing the federal government's oversight of clinical diagnostic tests. It remains possible that congressional action in this area could displace the need for the FDA to complete its recently proposed rulemaking.

If Congress were to pass the VALID Act or any other legislation applicable to the FDA's regulation of LDTs, or if the FDA were to successfully promulgate new regulations for such products through the recently initiated notice-and-comment rulemaking or a future rulemaking proceeding, we will likely be subject to increased regulatory burdens such as registration and listing requirements, adverse event reporting requirements, and quality control requirements. Any legislation or formal FDA regulatory framework affecting LDTs is also likely to have premarket application requirements prohibiting commercialization without FDA authorization and controls regarding modification to the tests that may require further FDA submissions. Any such process would likely be costly and time-consuming.

The outcome and ultimate impact on our business of any changes to the federal government's regulation of LDTs is difficult to predict. Potential future increased regulation of our LDTs could result in increased costs and administrative and legal actions for noncompliance, including warning letters, fines, penalties, product suspensions, product recalls, injunctions and other civil and criminal sanctions, which could have a material and adverse effect upon our business, operating results, and financial condition.

Furthermore, should it be required in the future, we cannot be sure that the PreTRM test, any new tests that we may develop, or new uses for our products that we may develop, will be reviewed and authorized for marketing by the FDA in a timely or cost-effective manner, if authorized at all. Even if such tests are authorized for marketing by the FDA, the agency could limit the test's indications for use, which may significantly limit the market for that product and may adversely affect our business and financial condition.

The Federal Trade Commission and/or state enforcement or regulatory agencies may object to the methods and materials we use to promote our tests and initiate enforcement against us, which could adversely affect our business and financial condition.

The Federal Trade Commission, or FTC, and/or state enforcement or regulatory agencies (including but not limited to the offices of state attorneys general) may object to the materials and methods we use to promote our current tests or other LDTs we may develop in the future, including with respect to the product claims in our promotional materials, and may initiate enforcement actions against us. Enforcement actions by the FTC may include, among others, injunctions, civil penalties, and equitable monetary relief. Recently the FTC has become more active in its scrutiny of health claims used in advertising goods and services, including through its publication of a sweeping "health products compliance guidance" document in December 2022.

Actual or perceived failures to comply with applicable data protection, privacy and security laws, regulations, standards, and other requirements could adversely affect our business, results of operations, and financial condition.

The global data protection landscape is rapidly evolving, and we are or may become subject to numerous state and federal laws, requirements, and regulations governing the collection, use, disclosure, retention, and security of personal information. Implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations or standards or perception of their requirements may have on our business. This evolution may create uncertainty in our business, affect our ability to operate in certain jurisdictions or to collect, store, transfer, use and share personal information, necessitate the acceptance of more onerous obligations in our contracts, result in liability or impose additional costs on us. The cost of compliance with these laws, regulations, and standards is high and is likely to increase in the future. Any failure or perceived failure by us to comply with federal or state laws or regulations, our internal policies and procedures or our contracts governing our use and disclosures of personal information could result in negative publicity, government investigations and enforcement actions, claims by third parties, and damage to our reputation, any of which could have a material adverse effect on our operations, financial performance, and business.

As our operations and business grow, we may become subject to or affected by new or additional privacy and security laws and regulations and face increased scrutiny or attention from regulatory authorities. In the United States, the federal

Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH (collectively, HIPAA) requires organizations like ours to develop and implement policies and procedures with respect to information that is protected under HIPAA, called protected health information, or PHI, that is used or disclosed in connection with our testing services, including the adoption of administrative, physical, and technical safeguards to protect such information.

HIPAA further requires organizations subject to HIPAA, called "covered entities" to notify affected individuals without unreasonable delay and in no case later than 60 calendar days following discovery, of certain unauthorized access, uses, or disclosures of PHI. If a breach affects 500 individuals or more in a particular state or jurisdiction, covered entities must report it to the HHS and local media contemporaneously with notice to affected individuals, and HHS will post information regarding the breach, including the name of the entity reporting the breach, on its public website. If a breach affects fewer than 500 individuals, the covered entity must notify HHS within the first 60 days of the following calendar year in which the breach occurred.

Penalties for failure to comply with HIPAA and HITECH are substantial and could include corrective action plans, and/or the imposition of civil monetary or criminal penalties. HIPAA also authorizes state attorneys general to enforce HIPAA on behalf of state residents. Courts can award damages, costs, and attorneys' fees related to violations of HIPAA in such cases. While HIPAA does not create a private right of action allowing individuals to sue us in civil court for HIPAA violations, its standards have been used as the basis for a duty of care claim in state civil suits such as those for negligence or recklessness in the misuse or breach of PHI.

Certain states have also adopted privacy and security laws and regulations, some of which may be more stringent than HIPAA and/or regulate information other than PHI. Such laws and regulations will be subject to interpretation by various courts and other governmental authorities, thus creating potentially complex compliance issues for us and our future customers and strategic partners. At the state level, for example, California has enacted the California Consumer Privacy Act, or CCPA, an extremely comprehensive and stringent privacy law. The CCPA took effect on January 1, 2020, and became enforceable by the California Attorney General on July 1, 2020. It creates individual privacy rights for California consumers and increases the privacy and security obligations of entities handling certain personal data. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches. CCPA does not apply to information that is protected by HIPAA, but CCPA still applies to other types of personal information held by HIPAA covered entities, such as personnel or marketing information. The regulations issued under the CCPA have been modified several times, and there is still some uncertainty about how the law will be interpreted and enforced.

In addition, California voters also approved a new privacy law, the California Privacy Rights Act, or CPRA, on November 3, 2020 which went into effect in January 2023 modifying with enforcement commencing in July 2023. CPRA modifies the CCPA significantly, resulting in further uncertainty, additional costs and expenses stemming from efforts to comply, and additional potential for harm and liability for failure to comply. The CPRA imposes additional obligations on companies covered by the legislation and expands consumers' rights with respect to certain sensitive personal information. The CPRA also creates a new state agency vested with authority to implement and enforce the CCPA and the CPRA. In addition, in February 2021, Virginia and Colorado enacted similar data protection laws and A number of other U.S. states have proposals under consideration, enacted their own privacy laws, including Colorado, Connecticut, Delaware, Florida, Indiana,

Iowa, Montana, Oregon, Tennessee, Texas, Utah, and Virginia, increasing the our regulatory compliance burden and risk. Similar laws have also been proposed in other states and at the federal level.

The CCPA, the CPRA, and similar laws may increase our compliance costs and potential liability. Any liability from failure to comply with the requirements of these laws could adversely affect our financial condition. All U.S. states have implemented data breach notification laws that overlap and often conflict with HIPAA and apply simultaneously. We must comply with all of these laws simultaneously in the event of a data breach which is a complicated and expensive proposition.

The regulatory framework governing the collection, storage, use, and sharing of certain information, particularly financial and other personal information, is rapidly evolving and is likely to continue to be subject to uncertainty and varying interpretations. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing practices. Any failure or perceived failure by us, or any third parties with which we do business, to comply with our privacy policies, changing expectations, evolving laws, rules and regulations, industry standards, or contractual obligations to which we or such third parties are or may become subject, may result in actions or other claims against us by governmental entities or private actors, the expenditure of substantial costs, time and other resources or the incurrence of significant fines, penalties or other liabilities. In addition, any such action, particularly to the extent we were found to be guilty of violations or otherwise liable for damages, would damage our reputation and adversely affect our business, financial condition, and results of operations.

Although we work to comply with applicable laws, regulations and standards, our contractual obligations, and other legal obligations, these requirements are evolving and may be modified, interpreted, and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another or other legal obligations with which we must comply. Any failure or perceived failure by us or our employees, representatives, contractors, consultants, Contract Research Organizations, or CROs, collaborators, or other third parties to comply with such requirements or adequately address privacy and security concerns, even if unfounded, could result in additional cost and liability to us, damage our reputation, and adversely affect our business and results of operations.

Security breaches, losses of data, and other disruptions could compromise sensitive information related to our business or prevent us from accessing critical information and expose us to liability, which could adversely affect our business and reputation.

In the ordinary course of our business, we collect and store sensitive data, including PHI (such as patient medical records, including test results), and personally identifiable information. We also store business and financial information, intellectual property, research and development information, trade secrets, and other proprietary and business critical information, including that of our customers, payers and collaboration partners. We manage and maintain our data utilizing a combination of on-site systems, managed data center systems and cloud-based data center systems. We are highly dependent on information technology networks and systems, including the internet, to securely process, transmit and store critical information. Although we take measures to protect sensitive information from unauthorized access or disclosure, our information technology and infrastructure, and that of our third-party billing and collections provider and other service providers, may be vulnerable to attacks by hackers, viruses, disruptions and breaches due to employee error or malfeasance.

A security breach or privacy violation that leads to unauthorized access, disclosure or modification of, or prevents access to, patient information, including PHI, could implicate state and federal breach notification laws, subject us to fines and mandatory corrective action and require us to verify the correctness of, or to reconstruct, database contents. Such a breach or violation also could result in legal claims or proceedings brought by a private party or a governmental authority, liability under laws and regulations that protect the privacy of personal information, such as HIPAA, HITECH and laws and regulations of various U.S. states, as well as penalties imposed by the Payment Card Industry Security Standards Council for violations of the Payment Card Industry Data Security Standards. If we are unable to prevent such security breaches or privacy violations or implement satisfactory remedial measures, we may suffer loss of reputation, financial loss, and civil or criminal fines or other penalties. In addition, these breaches and other forms of inappropriate access can be difficult to detect, and any delay in identifying them may lead to increased harm of the type described above.

Unauthorized access, loss or dissemination of information could disrupt our operations, including our ability to perform tests, provide test results, bill payers or patients, process claims and appeals, provide customer assistance services, conduct research and development activities, develop and commercialize tests, collect, process and prepare company financial information, provide information about our tests, educate patients and health care providers about our service, and manage the administrative aspects of our business, any of which could damage our reputation and adversely affect our business. Any breach could also result in the compromise of our trade secrets and other proprietary information, which could adversely affect our competitive position.

In addition, health-related, privacy, and data protection laws and regulations in the U.S. are subject to interpretation and enforcement by various governmental authorities and courts, resulting in complex compliance issues and the potential for varying or even conflicting interpretations, particularly as laws and regulations in this area are in flux. It is possible that these laws may be interpreted and applied in a manner that is inconsistent with our practices. If so, this could result in government-imposed fines or orders requiring that we change our practices, which could adversely affect our business and our reputation. Complying with these laws could cause us to incur substantial costs or require us to change our business practices and compliance procedures in a manner adverse to our business, operating results, and financial condition.

Any failure or perceived failure by us or any third-party collaborators, service providers, contractors or consultants to comply with privacy, confidentiality, data security or similar obligations, or any data security incidents or other security breaches that result in the accidental, unlawful or unauthorized access to, use of, release of, or transfer of sensitive information, including personally identifiable information, or PHI, may result in negative publicity, harm to our reputation, governmental investigations, enforcement actions, regulatory fines, litigation or public statements against us, could cause third parties to lose trust in us or could result in claims by third parties, including class action lawsuits, any of which could have a material adverse effect on our reputation, business, financial condition or results of operations. While we have implemented data security measures intended to protect our information, data, information technology systems,

applications and infrastructure, there can be no assurance that such measures will successfully prevent service interruptions or data security incidents or that these measures will be satisfactory to regulatory authorities in the event of an audit, investigation or complaint.

If we, or our employees or contractors on our behalf, engage in conduct that violates health care laws, are suspected or accused of engaging in such conduct, or are subject to investigation for actual or alleged such conduct, we could face substantial penalties and damage to our reputation, and our business operations and financial condition could be adversely affected.

We operate in one of the most highly regulated industries in the United States. Our business activities are, or may in the future be, subject to comprehensive compliance obligations under state and federal laws and regulations, including:

- Federal and state laws governing laboratory testing, including but not limited to the Clinical Laboratory Improvement Amendments of 1988 and state laboratory licensure and related laws.
- The federal Anti-Kickback Statute, or AKS, which generally prohibits, among other things knowingly and willfully offering, paying, soliciting, or receiving any remuneration, directly or indirectly, covertly or overtly, in cash or in kind in return for (i) referring an individual to a person for the furnishing or arranging of any item or service, or (ii) purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any good, facility, service, or item, for which payment may be made

by federal health care programs. A person or entity does not need to have actual knowledge of the AKS or specific intent to violate it to have committed a violation. Safe harbors and exceptions to the AKS protect specified arrangements and conduct if every element of the applicable safe harbor or exception is met. However, failure to satisfy each such requirement does not necessarily mean that the arrangement or conduct at issue violates the AKS. In such circumstances, a facts-and-circumstances analysis is necessary to determine AKS compliance or lack thereof. Violations of the AKS are subject to civil and criminal fines and penalties for each violation, plus up to three times the remuneration involved, imprisonment, and exclusion from federal health care programs. In addition, claims submitted to federal health care programs for items or services resulting from a violation of the AKS are deemed to be false or fraudulent claims for purposes of the False Claims Act, or FCA.

- The Stark Law, also known as the physician self-referral prohibition, which, unless an exception applies, generally prohibits physicians or an immediate family member from making referrals for certain designated health services covered by Medicare or Medicaid, including clinical laboratory services, if the physician or an immediate family member has a prohibited financial relationship with the entity providing the services at issue. **State** Many states have statutes that are similar to the Stark Law. **Federal and state** enforcement agencies may assert that a claim including items or services resulting from a violation of the Stark Law or state physician self-referral law equivalent constitutes a false or fraudulent claim for purposes of the federal FCA or any state false claims statute.
- The federal False Claims Act **which** imposes civil liability on any person or entity that, among other things, knowingly presents, or causes to be presented, to the federal government, claims for payment that are false or fraudulent; and/

or knowingly makes, uses, or causes to be made or used, a false statement of record material to a false or fraudulent claim or obligation to pay or transmit money or property to the federal government. The FCA also prohibits the knowing retention of overpayments (sometimes referred to as "reverse false claims") and permits private individuals acting as "whistleblowers" to bring actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery. The federal government may elect or decline to intervene in such matters, but if the government declines intervention, the whistleblower may still proceed with the litigation on the government's behalf.

- The federal Civil Monetary Penalties Law, or CMP Law, which, unless an exception applies, prohibits, among other things, (1) the offering or transfer of remuneration to a beneficiary of Medicare or a state health care program, if the person knows or should know it is likely to influence the beneficiary's selection of a particular provider, practitioner, or supplier of services reimbursable by Medicare or a state health care program; (2) employing or contracting with an individual or entity that the provider knows or should know is excluded from participation in a federal health care program; (3) billing for services requested by an unlicensed physician or an excluded provider; and (4) billing for medically unnecessary services. **Violations of the CMP Law may result in the imposition of civil monetary penalties, as well as damages and possible exclusion from participation in state and federal health care programs.**
- The federal health care fraud statute, which imposes criminal liability for knowingly and willfully executing or attempting to execute a scheme to defraud any health care benefit program (which includes commercial insurers). Violations of this statute are punishable by imprisonment, fines, or both.
- The federal statute prohibiting false statements relating to health care matters, which criminalizes knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false, fictitious, or fraudulent statements or representations in connection with the delivery of, or payment for,

health care benefits, items or services relating to health care matters. Violations of this statute are punishable by imprisonment, fines, or both.

- HIPAA, as amended by HITECH and **their** respective implementing regulations, including the Final Omnibus Rule published in January 2013, which impose requirements on certain covered health care providers, health plans, and health care clearinghouses as well as their respective business associates. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce HIPAA and seek attorneys' fees and costs associated with pursuing federal civil actions. **In addition, there** There are additional federal, state, and non-U.S. laws which govern the privacy and security of health and other personal information, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.
- The Eliminating Kickbacks in Recovery Act of 2018, or EKRA, which is an all-payer anti-kickback law that criminalizes the offer, payment, solicitation, or receipt of any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, in return for referring, to induce referrals of, or in exchange for referring patients to recovery homes, clinical treatment facilities, or laboratories, unless an exception applies. Most of the safe harbors applicable under the AKS are not reiterated under EKRA's exceptions. Therefore, compliance with an AKS safe harbor may not guarantee protection under the EKRA. EKRA thus could be interpreted to potentially expand the universe of arrangements that could be subject to enforcement under federal fraud and abuse laws, as well as substantial penalties.
- State data privacy and security laws, which may be more stringent than HIPAA. For example, the CCPA creates individual privacy rights for California consumers and increases the privacy and security obligations of **certain** entities handling certain personal data. The CCPA provides for civil penalties for violations, as well as a private right of action for data breaches. The CCPA is expected to increase data breach litigation and may increase our compliance costs and potential liability. Many similar laws have been proposed at the federal level and in other states; in the event that we are subject to or affected by any such privacy and data protection laws, any liability from failure to comply with the requirements of these laws could adversely affect our financial condition.
- Federal, state, and local regulations relating to the handling and disposal of regulated medical waste, hazardous waste, and biohazardous waste and workplace safety for health care employees.
- Laws and regulations relating to health and safety, labor and employment, public reporting, taxation, and other areas applicable to businesses generally, all of which are subject to change, including, for example, the significant changes to the taxation of business entities were enacted in December 2017.

- Additionally, we are subject to state equivalents of each of the health care laws and regulations described above, among others, some of which may be broader in scope and may apply regardless of the payer. Many U.S. states have adopted laws similar to the AKS, Stark Law, and FCA, which may apply to our business practices, including, but not limited to, research, distribution, sales or marketing arrangements, and claims involving health care items or services reimbursed by commercial insurers. In addition, many states have fraud and abuse laws, such as fee-splitting restrictions, insurance fraud laws, anti-markup laws, prohibitions on waiving coinsurance, copayments, deductibles and other amounts owed by patients, and prohibitions on the provision of tests at no or discounted cost to induce physician or patient adoption. Some states also prohibit certain health care practices, such as billing physicians for tests that they order and business corporations practicing medicine or employing or engaging physicians to practice medicine. There are ambiguities as to what is required to comply with these state requirements and if we fail to comply with an applicable state law requirement, we could be subject to penalties. Finally, there are state and foreign laws governing the privacy and security of health information, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Because we develop our LDTs solely for use by or within our own laboratory, we believe we are exempt from the reporting requirements imposed under the federal Physician Payments Sunshine Act, or the Sunshine Act. The Sunshine Act requires, among other things, certain manufacturers of drugs, devices, biologics, and medical supplies reimbursed under Medicare, Medicaid or the Children's Health Insurance Program to collect and report annually to CMS certain data and information related to payments and other transfers of value provided to physicians, teaching hospitals, and advanced non-physician health care practitioners, as well as ownership and investment interests, including such ownership and investment interests held by a physician's immediate family members. **For reporting beginning January 1, 2022, U.S.-licensed physicians assistants, clinical nurse specialists, certified nurse anesthetists, certified nurse midwives, and nurse practitioners must be included in the types of providers subject to Sunshine Act reporting.**

While we believe that the Sunshine Act does not apply to our business, we cannot guarantee that the federal government or other regulators will agree with our determination. Moreover, we could become subject to Sunshine Act reporting requirements if the FDA requires us to obtain premarket authorization for our tests as medical devices or Congress enacts legislative reforms to the federal oversight of LDTs to subject them to FDA regulation and/or the reporting requirements of the Sunshine Act. A determination that we have violated these laws and related CMS regulations, or a public announcement that we are being investigated for possible violations, could adversely affect our business.

In addition, rapid growth and expansion of our business may increase the risk of violating applicable health care laws or related internal compliance policies and procedures, as well as the possibility that we may be accused of and/or investigated for violating these laws, regulations, and related internal policies and procedures. We likewise may be accused of, and subject to investigation and/or enforcement for, violating these laws on the basis of conduct engaged in by our employees, contractors and/or other related third parties. Such accusations and investigations may stem from allegations made by whistleblowers under the *qui tam* provisions of the FCA or state law equivalents, as well as investigative efforts undertaken by state and federal regulatory and enforcement agencies. The evolving interpretations of these laws and regulations by courts and regulators increase the risk that we may be alleged to be, or in fact found to be, in violation of these or other laws and regulations.

Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that some of our business activities could be subject to challenge and may not comply under one or more of such laws, regulations, and guidance. Law enforcement authorities are increasingly focused on enforcing fraud and abuse laws, and it is possible that some of our practices may be challenged under these laws. Efforts to ensure that our current and future business arrangements with third parties, and our business generally, will comply with applicable health care laws and regulations will involve substantial costs. If our operations, including our arrangements with physicians and other health care providers, are found to be in violation of any of such laws or any other governmental regulations that apply to us, we may be subject to penalties, including, without limitation, administrative, civil and criminal penalties, damages, fines, disgorgement, contractual damages, reputational harm, diminished profits and future earnings, the curtailment or restructuring of our operations, exclusion from participation in federal and state health care programs (such as Medicare and Medicaid), and imprisonment, as well as additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws, any of which could adversely affect our ability to operate our business and our financial results.

Companies in our industry occasionally receive investigative demands, subpoenas, or other requests for information from state and federal governmental agencies. We cannot predict the occurrence, timing, outcome, or impact of any such investigations. Any adverse outcome in one or more of these investigations could include the commencement of civil and/or criminal proceedings, substantial fines, penalties, administrative remedies and/or entry into corporate integrity agreements with governmental agencies, among other penalties. In addition, resolution of any of these matters could involve the imposition of additional costly compliance obligations. These potential consequences, as well as any adverse outcome from government investigations, could have a material and adverse effect on our business, operating results, and financial condition.

Risks Related to Intellectual Property

Any failure to obtain, maintain, and enforce our intellectual property rights could impair our ability to protect our proprietary technology and our brand.

Our success and ability to compete depend, in part, on our ability to obtain, maintain, and enforce patents, trade secrets, trademarks, and other intellectual property rights and to operate without having third parties infringe, misappropriate, or circumvent the rights that we own or license. If we are unable to obtain, maintain, and enforce intellectual property protection covering our current and future tests or technology, others may be able to make, use or sell tests or technology that are substantially the same as ours without incurring the sizeable development costs that we have incurred, which would adversely affect our ability to compete in the market. Our ability to stop third parties from making, using, selling, offering to sell or importing our tests or technology is dependent upon the extent to which we have rights under valid and enforceable patents that cover these activities. However, the patent positions of diagnostic companies, including ours, can be highly uncertain and involve complex legal and factual questions for which important legal principles remain unresolved. The U.S. Supreme Court and U.S. Court of Appeals for the Federal Circuit have in recent years issued a number of decisions relating to the patent-eligibility of diagnostic method claims. We cannot predict what impact these decisions may have on our ability to obtain or enforce patents relating to diagnostic methods in the future. We believe that no consistent policy regarding the scope of valid patent claims in these fields has emerged to date in the United

States. The patent situation in the diagnostics industry outside the United States also is uncertain at least in a number of countries. Moreover, U.S. patent laws frequently change, including changes regarding how patent laws are interpreted, and the U.S. Patent and Trademark Office, or USPTO, frequently issues new procedures to the patent system. We cannot accurately predict future changes in the interpretation of patent laws or changes to patent laws that might be enacted into law. Those changes may materially affect our patents or our ability to obtain patents. Therefore, there can be no assurance that any current or future patent applications will result in the issuance of patents or that we will develop additional proprietary tests or technology which are patentable. Moreover, patents or pending applications that may issue in the future may not provide us with any competitive advantage. Our patent position is subject to numerous additional risks, including the following:

- we may fail to seek patent protection for inventions that are important to our success;
- any current or future patent applications may not result in issued patents;
- we cannot be certain that we were the first to file patent applications for the inventions covered by pending patent applications and, if we are not, we may be subject to priority or derivation disputes;
- we may be required to disclaim part or all of the term of certain patents or part or all of the term of certain patent applications;
- we may file patent applications but have claims restricted or we may not be able to supply sufficient data to support our claims and, as a result, may not obtain the original claims desired or we may receive restricted claims. Alternatively, it is possible that we may not receive any patent protection from an application;
- we could inadvertently abandon a patent or patent application, resulting in the loss of protection of certain intellectual property rights in a particular country. We or our patent counsel may take action resulting in a patent or patent application becoming abandoned which may not be able to be reinstated or if reinstated, may suffer patent term adjustments;
- the claims of our issued patents or patent applications when issued may not cover our tests or technology;
- no assurance can be given that our patents would be declared by a court to be valid and enforceable or that a competitor's test or technology would be found by a court to infringe our patents. Our patents or patent applications may be challenged by third parties in patent litigation or in proceedings before the USPTO or its foreign counterparts, and may ultimately be declared invalid or unenforceable, or narrowed in scope;
- there may be prior art of which we are not aware that may affect the validity of a patent claim. There also may be prior art of which we are aware, but which we do not believe affects the validity or enforceability of a claim, which may, nonetheless, ultimately be found to do so;

- third parties may develop tests or technology that have the same or similar effect as our tests and technology without infringing our patents. Such third parties may also intentionally circumvent our patents by means of alternate designs or processes or file applications or be granted patents that would block or hurt our efforts;
- there may be patents relevant to our tests or technology of which we are not aware;
- certain of our intellectual property was partly supported by a U.S. government grant awarded by the National Institutes of Health, and the government accordingly has certain rights in this intellectual property, including a non-exclusive, non-transferable, irrevocable worldwide license to use applicable inventions for any governmental purpose. Such rights also include "march-in" rights, which refer to the right of the U.S. government to require us to grant a license to the technology to a responsible applicant if we fail to achieve practical application of the technology or if action is necessary to alleviate health or safety needs, to meet requirements of federal regulations or to give preference to U.S. industry;
- our patent counsel, lawyers or advisors may have given us, or may in the future give us incorrect advice or counsel;
- the patent and patent enforcement laws of some foreign jurisdictions may not protect intellectual property rights to the same extent as laws in the United States, and many companies have encountered significant difficulties in protecting and defending such rights in foreign jurisdictions. If we encounter such difficulties or we are otherwise precluded from effectively protecting our intellectual property rights in foreign jurisdictions, our business prospects could be substantially harmed, and we may not pursue or obtain patent protection in all major markets; and
- we may not develop additional tests or technology that are patentable.

Any of these factors could hurt our ability to gain patent protection for our tests and technology.

Issued patents covering our tests and technology could be found invalid or unenforceable, if challenged.

Our patents and patent applications may be subject to validity, enforceability and priority disputes. The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability. Some of our patents or patent applications may be challenged at a future point in time in opposition, derivation, reexamination, *inter partes* review, post-grant review or interference or other similar proceedings. Any successful third-party challenge to our patents in this or any other proceeding could result in the unenforceability or invalidity of such patents, which may lead to increased competition to our business, which could have a material adverse effect on our business, financial condition, results of operations, and prospects. In addition, if we initiate legal proceedings against a third party to enforce a patent covering our tests or technology, the defendant could counterclaim that such patent covering our tests or technology, as applicable, is invalid and/or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity

or unenforceability are commonplace. There are numerous grounds upon which a third party can assert invalidity or unenforceability of a patent. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness or non-enablement. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the relevant patent office, or made a misleading statement, during prosecution. Third parties may also raise similar claims before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms include *ex parte* re-examination, *inter partes* review, post-grant review, derivation and equivalent proceedings in non-U.S. jurisdictions, such as opposition proceedings. Such proceedings could result in revocation of or amendment to our patents in such a way that they no longer cover and protect our tests or technology. With respect to the validity of our patents, for example, we cannot be certain that there is no invalidating prior art of which we, our licensor, our or its patent counsel and the patent examiner were unaware during prosecution. The outcome following legal assertions of invalidity and unenforceability during patent litigation is unpredictable. If a defendant or other third party were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection on certain aspects of our tests and technology, which could have a material adverse effect on our business, financial condition, results of operations, and prospects. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, regardless of the outcome, it could dissuade companies from collaborating with us to license intellectual property or develop or commercialize current or future tests and technology.

We may not be aware of all third-party intellectual property rights potentially relating to our tests or technology. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until approximately 18 months after filing or, in some cases, not until such patent applications issue as patents. We might not have been the first to make the inventions covered by each of our pending patent applications and we might not have been the first to file patent applications for these inventions. To determine the priority of these inventions, we may have to participate in interference proceedings, derivation proceedings or other post-grant proceedings declared by the USPTO, or other similar proceedings in non-U.S. jurisdictions, that could result in substantial cost to us and the loss of valuable patent protection. The outcome of such proceedings is uncertain. No assurance can be given that other patent applications will not have priority over our patent applications. In addition, changes to the patent laws of the United States allow for various post-grant opposition proceedings that have not been extensively tested, and their outcome is therefore uncertain. Furthermore, if third parties bring these proceedings against our patents, regardless of the merit of such proceedings and regardless of whether we are successful, we could experience significant costs and our management may be distracted. Any of the foregoing events could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Our intellectual property may be infringed by a third party.

Third parties may infringe one or more of our patents, trademarks or other intellectual property rights. We cannot predict if, when or where a third party may infringe our intellectual property rights. To counter infringement, we may be required to file infringement lawsuits, which can be expensive and time consuming. There is no assurance that we would be successful in a court of law in proving that a third party is infringing one or more of our issued patents or trademarks. Any claims we assert against perceived infringers could also provoke these parties to assert counterclaims against us, alleging that we infringe their intellectual property. In addition, in a patent infringement proceeding, a court may decide that a patent of ours is invalid or unenforceable, in whole or in part, construe the patent's claims narrowly and/or refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question, any of which may adversely affect our business. Even if we are successful in proving in a court of law that a third party is infringing our intellectual property rights, there can be no assurance that we would be successful in halting their infringing activities, for example, through a permanent injunction, or that we would be fully or even partially financially compensated for any harm to our business. We may be forced to enter into a license or other agreement with the infringing third party at terms less profitable or otherwise commercially acceptable to us than if the license or agreement were negotiated under conditions between those of a willing licensee and a willing licensor. We may not become aware of a third-party infringer within legal timeframes for compensation or at all, thereby possibly losing the ability to be compensated for any harm to our business. Such a third party may be operating in a foreign country where the infringer is difficult to locate and/or the intellectual property laws may be more difficult to enforce. Some third-party infringers may be able to sustain the costs of complex infringement litigation more effectively than we can because they have substantially greater resources. Any inability to stop third-party infringement could result in loss in market share of some of our tests and technology or even lead to a delay, reduction and/or inhibition of the development, manufacture or sale of certain tests and technology by us. There is no assurance that a test or technology produced and sold by a third-party infringer would meet our or other regulatory standards or would be safe for use. Such third-party infringer tests or technology could irreparably harm the reputation of our tests or technology thereby resulting in substantial loss in our market share and profits.

Developments or uncertainty in the patent statute, patent case law or USPTO rules and regulations may impact the validity of our patent rights.

Our patent rights may be affected by developments or uncertainty in the patent statute, patent case law or USPTO rules and regulations. For example, the patent position of companies engaged in the development and commercialization of diagnostic tests are particularly uncertain. Changes in either the patent laws or interpretation of the patent laws in the United States or in other jurisdictions could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. For instance, under the Leahy-Smith America Invents Act, or the America Invents Act, enacted in September 2011, the United States transitioned to a first inventor to file system in which, assuming that other requirements for patentability are met, the first inventor to file a patent application is entitled to the patent on an invention regardless of whether a third party was the first to invent the claimed invention. These changes include allowing third-party submission of prior art to the USPTO during patent prosecution and additional procedures to challenge the validity of a patent by USPTO administered post-grant proceedings, including post-grant review, *inter partes* review and derivation proceedings. The America Invents Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Various courts, including the U.S. Supreme Court, have rendered decisions that impact the scope of patentability of certain inventions or discoveries relating to the life sciences technology. Specifically, these decisions stand for the proposition that patent claims that recite laws of nature are not themselves patentable unless those patent claims have sufficient additional features that provide practical assurance that the processes are genuine inventive applications of those laws rather than patent drafting efforts designed to monopolize the law of nature itself. What constitutes a "sufficient" additional feature is uncertain. Furthermore, in view of these decisions, since December 2014, the USPTO has published and continues to publish revised guidelines for patent examiners to apply when examining process claims for patent eligibility.

In addition, U.S. Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that may have a material adverse effect on our ability to obtain new patents and to defend and enforce our existing patents and patents that we might obtain in the future.

We cannot assure you that our patent portfolio will not be negatively impacted by the current uncertain state of the law, new court rulings or changes in guidance or procedures issued by the USPTO or other similar patent offices around the world. From time to time, the U.S. Supreme Court, other federal courts, the U.S. Congress or the USPTO may change the standards of patentability, scope and validity of patents within the life sciences technology and any such changes, or any similar adverse changes in the patent laws of other jurisdictions, could have a negative impact on our business, financial condition, prospects, and results of operations.

We may be subject to claims challenging the inventorship of our patents and other intellectual property.

We may be subject to claims that former employees, collaborators or other third parties have an interest in our patents, trade secrets or other intellectual property as an inventor or co-inventor. For example, we may have inventorship disputes arise from conflicting obligations of employees, consultants or others who are involved in developing our tests and technology. In addition, counterparties to our consulting, sponsored research, software development and other agreements may assert that they have an ownership interest in intellectual property developed under such arrangements. In particular, certain software development agreements pursuant to which certain third parties have developed parts of our proprietary software may not include provisions that expressly assign to us ownership of all intellectual property developed for us by such third parties. As such, we may not have the right to use all such developed intellectual property under such agreements, we may be required to obtain licenses from third parties and such licenses may not be available on commercially reasonable terms or at all, or may be non-exclusive. If we are unable to obtain such licenses and such licenses are necessary for the development, manufacture, and commercialization of our tests and technology, we may need to cease the development, manufacture, and commercialization of our tests and technology. Litigation may be necessary to defend against these and other claims challenging inventorship of our patents, trade secrets or other intellectual property. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, intellectual property that is important to our business, including our software, workflows, consumables, and reagent kits. In such an event, we may be required to obtain licenses from third parties and such licenses may not be available on commercially reasonable terms or at all, or may be non-exclusive. If we are unable to obtain and maintain such licenses, we may need to cease the development, manufacture, and commercialization of our tests and technology. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees, and certain customers or partners may defer engaging with us until the particular dispute is resolved. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations, and prospects.

We may be subject to claims that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of third parties.

We employ individuals who were previously employed at other biotechnology or diagnostic companies. We may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise used or disclosed confidential information of our employees' former employers or other third parties. We may also be subject to claims that former employers or other third parties have an ownership interest in our patents. Litigation may be necessary to defend against these claims. There is no guarantee of success in defending these claims, and if we do not prevail, we could be required to pay substantial damages and could lose rights to important intellectual property. Even if we are successful, litigation could result in substantial cost and be a distraction to our management and other employees.

If we are not able to prevent disclosure of our trade secrets and other proprietary information, the value of our tests and technology could be significantly diminished.

We rely on trade secret protection to protect our interests in proprietary know-how and in processes for which patents are difficult to obtain or enforce, including the proprietary algorithm that we use for our tests and technology, including the PreTRM test. We may not be able to protect our trade secrets adequately. We have a policy of requiring our consultants, advisors, and collaborators to enter into confidentiality agreements and our employees to enter into invention, non-disclosure, and non-compete agreements. However, no assurance can be given that we have entered into appropriate agreements with all parties that have had access to our trade secrets, know-how or other proprietary information. There is also no assurance that such agreements will provide for a meaningful protection of our trade secrets, know-how or other proprietary information in the event of any unauthorized use or disclosure of information. Furthermore, we cannot provide assurance that any of our employees, consultants, contract personnel or collaborators, either accidentally or through willful misconduct, will not cause serious damage to our programs and our strategy, for example by disclosing important trade secrets, know-how or proprietary information to our competitors.

It is also possible that our trade secrets, know-how or other proprietary information could be obtained by third parties as a result of breaches of our physical or electronic security systems. Any disclosure of confidential data into the public domain or to third parties could allow our competitors to learn our trade secrets and use the information in competition against us. In addition, others may independently discover our trade secrets and proprietary information. Any action to enforce our rights is likely to be time consuming and expensive, and may ultimately be unsuccessful, or may result in a remedy that is not commercially valuable. These risks are accentuated in foreign countries where laws or law enforcement practices may not protect proprietary rights as fully as in the United States or Europe. Any unauthorized disclosure of our trade secrets or proprietary information could harm our competitive position.

Risks Related to Our Class A Common Stock

The price of our Class A common stock may be volatile, and you could lose all or part of your investment.

The trading price of our Class A common stock is likely to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control, including limited trading volume. In addition to the factors discussed in this "Risk Factors" section and elsewhere in this report, these factors include:

- our ability to successfully execute our commercial agreement with Elevance Health and obtain broader market adoption of our PreTRM test;
- actual or anticipated variations in our and our competitors' results of operations, as well as how those results compare to analyst and investor expectations;
- our failure to successfully commercialize our product candidates;

- announcements by us or our competitors of new products, significant acquisitions, other strategic transactions, including strategic and commercial partnerships and relationships, joint ventures, divestitures, collaborations or capital commitments;
- changes in reimbursement practices by current or potential payers;
- failure of analysts to initiate or maintain coverage of our company, issuance of new securities analysts' reports or changed recommendations for our Class A common stock;
- forward-looking statements related to our financial guidance or projections, our failure to meet or exceed our financial guidance or projections or changes in our financial guidance or projections;
- actual or anticipated changes in regulatory oversight of our products;
- development of disputes concerning our intellectual property or other proprietary rights;
- commencement of, or our involvement in, litigation;
- announcement or expectation of additional debt or equity financing efforts;
- any major change in our management;
- our inability to establish collaborations, if needed;
- additions or departures of key scientific or management personnel;

- our ability to effectively manage our growth;
- overall performance of the equity markets;
- sales of our common stock by us, our directors and officers, or our other stockholders in the future;
- trading volume of our Class A common stock;
- changes in accounting practices;
- ineffectiveness of our internal controls;
- general political and economic conditions; and
- other events or factors, many of which are beyond our control.

In addition, the stock market in general, and the market for diagnostics companies in particular, has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of the companies, including as a result of inflationary pressures, supply chain disruptions and geopolitical instability. Broad market and industry factors may negatively affect the market price of our Class A common stock, regardless of our actual operating performance. In the past, securities class action litigation has often been instituted against companies following periods of volatility in the market price of a company's securities. This type of litigation, if instituted, could result in substantial costs and a diversion of management's attention and resources.

We do not intend to pay dividends on our Class A common stock, so any returns will be limited to the value of our Class A common stock.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Furthermore, future debt or other financing arrangements may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our Class A common stock. Any return to stockholders will therefore be limited to the appreciation of their stock.

Our executive officers, directors and their affiliates and our stockholders holding 5% or more of our common stock own a significant percentage of our Class A common stock and will be able to exert significant control over matters subject to stockholder approval.

Our executive officers, directors and our stockholders holding 5% or more of our common stock and their affiliates beneficially hold a significant percentage of our outstanding Class A common stock. These stockholders, acting together, would be able to significantly influence our management and affairs and the outcome of matters submitted to our stockholders for approval, including the election of directors and any sale, merger, consolidation, or sale of all or substantially all of our assets. This concentration of ownership control may adversely affect the market price of our Class A common stock by:

- delaying, deferring or preventing a change in control;
- entrenching our management and the board of directors;
- impeding a merger, consolidation, takeover or other business combination involving us that other stockholders may desire; and/or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

The dual class structure of our common stock may limit your ability to influence corporate matters and may limit your visibility with respect to certain transactions.

The dual class structure of our common stock may limit your ability to influence corporate matters. Holders of our Class A common stock are entitled to one vote per share, while holders of our Class B common stock are not entitled to any votes per share. Nonetheless, each share of our Class B common stock may be converted at any time into one share of our Class A common stock at the option of its holder by providing written notice to us, subject to the limitations provided for in our amended and restated certificate of incorporation. Consequently, if holders of our Class B common stock exercise their option to make this conversion, this will have the effect of increasing the relative voting power of those prior holders of our Class B common stock, and correspondingly decreasing the voting power of the holders of our Class A common stock, which may limit your ability to influence corporate matters. Additionally, stockholders who hold, in the aggregate, more than 10% of our Class A common stock and Class B common stock, but 10% or less of our Class A

common stock, and are not otherwise an insider, may not be required to report changes in their ownership due to transactions in our Class B common stock pursuant to Section 16(a) of the Exchange Act, and may not be subject to the short-swing profit provisions of Section 16(b) of the Exchange Act.

We are an emerging growth company and a smaller reporting company, and we cannot be certain if the reduced reporting requirements applicable to emerging growth companies will make our Class A common stock less attractive to investors.

We are an emerging growth company, or EGC, as defined in the JOBS Act. For as long as we continue to be an EGC, we may take advantage of exemptions from various reporting requirements that are applicable to other public companies that are not EGCs, including not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in this report and our periodic reports and proxy statements and exemptions from the requirements of holding nonbinding advisory votes on executive compensation and stockholder approval of any golden parachute payments not previously approved. We may remain an EGC until the earliest to occur of: (1) the last day of the fiscal year in which we have at least \$1.235 billion in annual revenue; (2) the last day of the fiscal year in which we are deemed to be a "large accelerated filer," as defined in Rule 12b-2 under the Exchange Act, which would occur if the market value of our common stock held by non-affiliates exceeded \$700.0 million as of the last business day of the second fiscal quarter of such year; (3) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period; and (4) December 31, 2026.

We are also a smaller reporting company, meaning that the market value of our Class A common stock held by non-affiliates is less than \$700.0 million and our annual revenue is less than \$100.0 million during the most recently completed fiscal year. We may continue to be a smaller reporting company if either (1) the market value of our Class A common stock held by non-affiliates is less than \$250.0 million or (2) our annual revenue is less than \$100.0 million during the most recently completed fiscal year and the market value of our Class A common stock held by non-affiliates is less than \$700.0 million. If we are a smaller reporting company at the time we cease to be an EGC we may continue to rely on exemptions from certain disclosure requirements that are available to smaller reporting companies. Specifically, as a smaller reporting company, we may choose to present only the two most recent fiscal years of audited financial statements in our Annual Report on Form 10-K and, similar to emerging growth companies, smaller reporting companies have reduced disclosure obligations regarding executive compensation.

We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of reduced reporting burdens in this report. In particular, we have not included all of the executive compensation information that would be required if we were not an EGC. We cannot predict whether investors will find our Class A common stock less attractive if we rely on certain or all of these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may be more volatile.

Under the JOBS Act, EGCs can also delay adopting new or revised accounting standards until such time as those standards apply to private companies, which may make our financial statements less comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Sales of a substantial number of shares of our Class A common stock by our existing stockholders in the public market could cause our stock price to decline.

Substantially all of our shares of Class A common stock and Class B common stock are eligible for public sale, if they are registered under the Securities Act of 1933, as amended (the "Securities Act"), or if they qualify for an exemption from registration under the Securities Act, including under Rules 144 or 701. If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our Class A common stock in the public market, the trading price of our Class A common stock could decline.

Certain holders of shares of our common stock will be entitled to rights with respect to the registration of their shares under the Securities Act as provided under the terms of an investors' rights agreement between us and the holders of our stock. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act, except for shares held by affiliates, as defined in Rule 144 under the Securities Act. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our common stock.

We have registered on Form S-8 all shares of common stock that are issuable under our existing equity compensation plan, including the 2011 Employee, Director and Consultant Equity Incentive Plan, as amended, or the 2011 Plan, which expired in 2021, the 2021 Equity Incentive Plan, or the 2021 Plan, and the 2021 Employee Stock Purchase Plan, or the 2021 ESPP, as well as the shares of common stock underlying option awards outstanding under the 2011 Plan. Additionally, the number of shares of our Class A common stock reserved for issuance under our 2021 Equity Plan automatically increases on January 1 of each year, beginning on January 1, 2022, by 4% of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares determined by our board of directors or compensation committee. Furthermore, the number of shares of our Class A common stock reserved for issuance under our 2021 ESPP automatically increases on January 1 of each year, beginning on January 1, 2022, by 1% of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares

determined by our board of directors or compensation committee. Unless our board of directors elects not to increase the number of shares available for future grant each year, our stockholders may experience additional dilution. As a consequence, these shares can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates.

Anti-takeover provisions under our charter documents and Delaware law could delay or prevent a change in control which could limit the market price of our Class A common stock and may prevent or frustrate attempts by our stockholders to replace or remove our current management.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could delay or prevent a change in control of our company or changes in our board of directors that our stockholders might consider favorable. Some of these provisions include:

- a board of directors divided into three classes serving staggered three-year terms, such that not all members of the board will be elected at one time;
- a prohibition on stockholder action through written consent, which requires that all stockholder actions be taken at a meeting of our stockholders;
- a requirement that special meetings of stockholders be called only by the board of directors acting pursuant to a resolution approved by the affirmative vote of a majority of the directors then in office;
- advance notice requirements for stockholder proposals and nominations for election to our board of directors;
- a requirement that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two-thirds of all outstanding shares of our voting stock then entitled to vote in the election of directors;
- a requirement of approval of not less than two-thirds of all outstanding shares of our voting stock to amend any bylaws by stockholder action or to amend specific provisions of our certificate of incorporation; and
- the authority of the board of directors to issue convertible preferred stock on terms determined by the board of directors without stockholder approval and which convertible preferred stock may include rights superior to the rights of the holders of common stock.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the General Corporation Law of the State of Delaware, which may prohibit certain business combinations with stockholders owning 15% or more of our outstanding voting stock. These anti-takeover provisions and other provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for stockholders or potential acquirers to obtain control of our board of directors or initiate actions that are opposed by the then-current board of directors and could also delay or impede a merger, tender offer or proxy contest involving our company. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing or cause us to take other corporate actions you desire. Any delay or prevention of a change in control transaction or changes in our board of directors could cause the market price of our Class A common stock to decline.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our Class A common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. We do not have any control over these analysts. If few analysts commence coverage of us, the trading of our stock would likely decrease. Even if we do obtain sufficient analyst coverage, there can be no assurance that analysts will provide favorable coverage. If one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

Our amended and restated certificate of incorporation designates certain courts as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to an alternative forum, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for any state law claims for (i) any derivative action or proceeding brought on our behalf, (ii) any action or proceeding asserting a claim of breach of fiduciary duty owed by any of our current or former directors, officers and employees, to us or our stockholders, (iii) any action or proceeding asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware, our amended and restated certificate of incorporation or our bylaws (in each case, as they may be amended from time to time), (iv) any action or proceeding to interpret, apply, enforce or determine the validity of our amended and restated certificate of incorporation or bylaws, (v) any action or proceeding as to which the Delaware General Corporation Law confers jurisdiction to the Court of Chancery of the State of Delaware, or (vi) any action asserting a claim against us or any of our directors, officers or employees that is governed by the internal affairs doctrine; provided, however, that this exclusive forum provision will not apply to any causes of action arising under the Exchange Act. Our amended and restated certificate of incorporation will further provide that, unless we consent in writing to an alternative forum, the United States District Court for the District of Utah will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. We have chosen the United States District Court for the District of Utah as the exclusive forum for such Securities Act causes of action because our principal executive offices are located in Salt Lake City, Utah. In addition, our amended and restated certificate of incorporation will provide that any person or entity purchasing or otherwise acquiring any interest in shares of our Class A common stock is deemed to have notice of and consented to the foregoing provisions. We recognize that the forum selection clause in our amended and restated certificate of incorporation may impose additional litigation costs on stockholders in pursuing any such claims, particularly if the stockholders do not reside in or near the State of Delaware or the State of Utah, as applicable. Additionally, the forum selection clause in our amended and restated certificate of incorporation may limit our stockholders' ability to bring a claim in a forum that they find favorable for disputes with us or our directors, officers, or employees, which may discourage such lawsuits against us and our directors, officers, and employees even though an action, if successful, might benefit our stockholders. The Court of Chancery of the State of Delaware or the United States District Court for the District of Utah may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more or less favorable to us than our stockholders. Alternatively, if a court were to find the choice of forum provisions contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could harm our business, results of operations, and financial condition.

Because the applicability of the exclusive forum provision is limited to the extent permitted by applicable law, we do not intend that the exclusive forum provision would apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. We also acknowledge that Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder and that there is uncertainty as to whether a court would enforce an exclusive forum provision for actions arising under the Securities Act.

Our inability to maintain effective disclosure controls and procedures could adversely affect our results of operations, liquidity and financial positions, as well as our stock price and investor confidence in us.

As a public company, we are subject to certain reporting requirements of the Exchange Act. Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to error or fraud may occur and not be detected.

We are not currently eligible to use a short-form Form S-3 registration due to our failure to timely file a current report on Form 8-K relating to the resignation of one of our named executive officers, which we resolved by the filing of an 8-K on July 31, 2023. As a result, our principal executive and principal financial officers have concluded that we did not have effective disclosure controls and procedures as of June 30, 2023. Management intends management continues to work with outside counsel to adopt formal training procedures to periodically educate the Company's officers as to the Company's SEC reporting responsibilities. responsibilities, our principal executive and principal financial officers have concluded that we had effective disclosure controls and procedures as of September 30, 2023. However, we cannot provide assurance that we will not have further lapses in our disclosure controls and procedures, which could result in our failure to provide accurate and timely disclosure to our investors.

We expect to continue incurring significant costs as a result of operating as a public company, and our management is required to devote substantial time to new compliance initiatives.

As a public company, we expect to continue incurring significant legal, accounting, and other expenses that we did not incur as a private company. We are subject to the reporting requirements of the Exchange Act, which require, among other things that we file with the SEC annual, quarterly, and current reports with respect to our business and financial condition.

In addition, the Sarbanes-Oxley Act, as well as rules subsequently adopted by the SEC and The Nasdaq Global Market to implement provisions of the Sarbanes-Oxley Act, impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial reporting controls and changes in corporate governance practices. Further, in July 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, was enacted. There are significant corporate governance and executive compensation related provisions in the Dodd-Frank Act concerning areas such as "say on pay" and proxy access. EGCs are permitted to implement many of these requirements over a longer period, which may be up to five years from the pricing of our IPO. Stockholder activism, the current political environment and the current high level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate.

Rules and regulations applicable to public companies have substantially increased and are expected to increase our legal and financial compliance costs and to make some activities more time-consuming and costly. If these requirements divert the attention of our management and personnel from other business concerns, they could have an adverse effect on our business. The increased costs will decrease our net income or increase our net loss, and may require us to reduce costs in other areas of our business or increase the prices of our products or services. For example, these rules and regulations make it more difficult and more expensive for us to obtain director and officer liability insurance and we incur substantial costs to maintain the same or similar coverage as when we were a private company. We cannot predict or estimate the amount or timing of additional costs we may incur to respond to these requirements. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, stockholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our Class A common stock.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404, or any subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our stock.

We are required to disclose changes made in our internal controls and procedures on a quarterly basis and our management are required to assess the effectiveness of these controls annually. However, for as long as we are an EGC, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal controls over financial reporting pursuant to Section 404. We could be an EGC for up to five years. An independent assessment of the effectiveness of our internal controls over financial reporting could detect problems that our management's assessment might not. Undetected material weaknesses in our internal controls over financial reporting could lead to restatements of our financial statements and require us to incur the expense of remediation.

Item 2. Unregistered Sales of Equity Securities, and Use of Proceeds, and Issuer Purchases of Equity Securities

(a) Sales of Unregistered Securities

None.

(b) Use of Proceeds from Public Offering of Class A Common Stock

On July 19, 2021, we completed our IPO, which resulted in the sale of 4,687,500 shares of our Class A common stock, at a price to the public of \$16.00 per share. The offer and sale of the shares in our IPO was made pursuant to the Registration Statement on Form S-1 (File No. 333-257038) which was declared effective by the SEC. Shares of our Class A common stock began trading on The Nasdaq Global Market on July 15, 2021. The offering closed on July 19, 2021.

The underwriters of our IPO were Citigroup Global Markets Inc., Cowen and Company, LLC and William Blair & Company, L.L.C.

We paid to the underwriters of our initial public offering an underwriting discount totaling approximately \$5.3 million. In addition, we incurred expenses of approximately \$3.1 million. We received net proceeds, after deducting underwriting discounts and offering expenses, of approximately \$66.6 million. No offering expenses were paid directly or indirectly to any of our directors or officers (or their associates) or person owning 10% or more of any class of our equity securities or to any other affiliates. There has been no material change in the planned use of proceeds from our IPO from those that were described in our final prospectus dated as of July 14, 2021 and filed with the SEC pursuant to Rule 424(b) under the Securities Act on July 16, 2021.

(c) Issuer Purchases of Equity Securities

We did not repurchase any of our equity securities during the quarter ended September 30, 2023.

Item 5. Other Information

(a)

Appointment of Chief Executive Officer and Employment Agreement with Evgenia (Zhenya) Lindgارد

On November 6, 2023 (the "Effective Date"), the Company's Board of Directors (the "Board") appointed Evgenia (Zhenya) Lindgارد, the Company's sitting interim Chief Executive Officer, as President and Chief Executive Officer of the Company, effective November 6, 2023. In connection with such appointment, the Company entered into an employment agreement with Ms. Lindgارد, pursuant to which Ms. Lindgارد is entitled to an initial annual base salary of \$496,400, effective as of her starting date as interim Chief Executive Officer on June 8, 2023 (the "Start Date"), subject to increase by the Board or the compensation committee of the Board, with an additional payment equal to a pro-rata portion of such annual base salary for the period between May 15, 2023 and the Start Date (the "Lindgارد Employment Agreement"). The Lindgارد Employment Agreement also provides that Ms. Lindgارد is eligible to participate in an annual bonus plan provided by the Company. Ms. Lindgارد's annual target bonus opportunity is equal to 60% of her base salary, prorated in 2023 for time of service following the Start Date, with the actual amount of the bonus, if any, to be determined by the Board. In addition, the Lindgارد Employment Agreement provides for a grant of an initial award of 800,000 restricted stock units ("RSUs"), which was granted on November 6, 2023, vesting over four years in equal quarterly installments commencing on the grant date. Ms. Lindgارد will also be eligible, after the Start Date, to receive additional equity incentive grants, as determined by the Board or its compensation committee, in its sole discretion, pursuant to the Company's 2021 Equity Incentive Plan or any subsequent equity incentive plan the Company may adopt (each individually and all collectively, the "Plan"). In addition, Ms. Lindgارد will be eligible, after the Effective Date, to receive (i) additional equity awards pursuant to a Plan and award agreements thereunder, and (ii) additional bonus compensation, as determined by the Board, in its sole discretion; it being the intention of the Board to maintain Ms. Lindgارد's aggregate compensation at levels appropriate and customary to those of companies similar in industry, stage, and circumstances to that of the Company. Ms. Lindgارد is eligible to participate in the Company's employee benefit plans from time to time in effect for similarly-situated employees of the Company, which may include short-term disability, long-term disability and 401(k) retirement savings plans, and to reimbursement of business expenses.

The Lindgارد Employment Agreement provides that if the Company has not undergone a Change of Control (as defined in the Plan), or at any time outside the Protected Period (as defined below), either (1) the Company terminates Ms. Lindgارد's employment for any reason other than for Cause (as defined in the Lindgارد Employment Agreement), death or Disability (as defined in the Lindgارد Employment Agreement), or (2) Ms. Lindgارد terminates her own employment for Good Reason (as defined in the Lindgارد Employment Agreement), then she is entitled to receive the following severance benefits: (i) on the 60th day following the termination, the Company will pay a lump sum amount equal to 12 months of her base salary at the rate in effect at the time of the termination; and (ii) the time-based vesting of all equity incentive grants held by Ms. Lindgارد at the time of the termination will accelerate with respect to 37.5% of the unvested shares subject thereto.

The Lindgارد Employment Agreement further provides that if, at any time within 3 months preceding and 12 months following a Change of Control (the "Protected Period"), either (1) the Company terminates Ms. Lindgارد's employment for any reason other than Cause, death or Disability, or (2) Ms. Lindgارد terminates her own employment for Good Reason, then she is entitled to receive the following severance benefits: (i) on the 60th day following such termination of employment, the Company will pay Ms. Lindgارد a

lump sum amount equal to the sum of 12 months of her annual base salary at the rate in effect at the time of the termination of employment, plus the target annual bonus of the year of termination; and (ii) the time-based vesting of all equity incentive grants held by Ms. Lindgårdt at the time of the termination will accelerate with respect to 100% of the unvested shares subject thereto.

In addition, the Lindgårdt Employment Agreement provides that if either (1) the Company terminates Ms. Lindgårdt's employment for any reason other than for Cause, death or Disability, or (2) Ms. Lindgårdt terminates her own employment for Good Reason, whether inside or outside the Protected Period, the Company will pay Ms. Lindgårdt's monthly premium under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") until the earliest of (x) the close of the 12 month period following Ms. Lindgårdt's termination date, (y) the expiration of Ms. Lindgårdt's continuation coverage under COBRA, and (z) the date when Ms. Lindgårdt becomes eligible to receive health insurance coverage in connection with new employment or self-employment.

Pursuant to the Lindgårdt Employment Agreement, the above-described severance is conditioned on Ms. Lindgårdt's (i) execution of a general release of all claims (in a form prescribed by the Company), which must be effective and irrevocable prior to the 60th day following the termination of employment, (ii) return of all property of the Company in her possession, and (iii) cooperation in good faith with the Company for a transition period not to exceed 60 days to ensure an efficient transfer of her duties and responsibilities.

Ms. Lindgårdt is also subject to noncompetition and nonsolicitation provisions during her employment with the Company and one year thereafter.

The foregoing description of the Lindgårdt Employment Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the Lindgårdt Employment Agreement, a copy of which is attached hereto as Exhibit 10.1 to this Quarterly Report and is incorporated herein by reference.

Ms. Lindgårdt, 49 years of age, served as the Company's interim Chief Executive Officer since May 14, 2023 and has served as a member of the Board since her appointment in November 2021. Ms. Lindgårdt has served as Chief Executive Officer of The Commons Project Foundation, a non-profit public trust established with support from the Rockefeller Foundation, since October 2021. From August 2020 to October 2021, Ms. Lindgårdt served as a Managing Director of her Family office. From April 2019 to August 2020, Ms. Lindgårdt served as Vice President of Platform and Customer Engagement of the Executive Team at Uber Technologies Inc., a publicly traded transportation network company. Prior to this role, from October 2000 to April 2019, Ms. Lindgårdt served as Senior Partner and Managing Director at The Boston Consulting Group, a global consulting company. Ms. Lindgårdt also served on the board of directors of City Harvest, a New York City hunger charity from June 2017 to June 2020. Ms. Lindgårdt received her B.S. degree in business administration from the University of Southern California and her MBA from Harvard University.

There is no arrangement or understanding with any person pursuant to which Ms. Lindgårdt was appointed as Chief Executive Officer of the Company. There are no family relationships between Ms. Lindgårdt and any director or executive officer of the Company, and she is not a party to any transaction requiring disclosure under Item 404(a) of Regulation S-K.

Appointment of Chief Financial Officer and Employment Agreement with Austin Aerts

On November 6, 2023, the Board also appointed Austin Aerts, the Company's sitting interim Treasurer and Chief Financial Officer, as Treasurer and Chief Financial Officer. In connection with such an appointment, the Company entered into an employment agreement with Mr. Aerts, except as expressly provided otherwise therein, effective for all purposes as of June 7, 2023 (the "Effective Date"), pursuant to which Mr. Aerts is entitled to an initial annual base salary of \$357,850, subject to increase by the Board or the compensation committee of the Board (the "Aerts Employment Agreement"). The Aerts Employment Agreement also provides that Mr. Aerts is eligible to participate in an annual bonus plan provided by the Company. Mr. Aerts' annual target bonus opportunity for 2023 is 40% of his base salary, prorated for time of service, and with respect to the calendar year ending December 31, 2023, with the actual amount of the bonus, if any, contingent based on achievements mutually agreed upon by Mr. Aerts and Mr. Aerts' supervisor. In connection with Mr. Aerts' promotion to the position of Treasurer and Chief Financial Officer, the Aerts Employment Agreement provides for a grant of an initial award of 210,000 RSUs, which was granted on November 6, 2023 pursuant to the Company's 2021 Equity Incentive Plan, vesting over four years in equal quarterly installments commencing on the grant date. Mr. Aerts will also be eligible, after the Effective Date, to receive additional equity incentive grants pursuant to a Plan.

The Aerts Employment Agreement provides that in the event that Mr. Aerts' employment with the Company is terminated by the Company without Cause (as defined in the Aerts Employment Agreement) or by Mr. Aerts for Good Reason (as defined in the Aerts Employment Agreement), then the vesting of all options held by Mr. Aerts at the time of the termination will accelerate (i) with respect to 37.5% of the unvested shares subject thereto, or (ii) if such termination occurs within 30 days prior to or within 12 months after a Change of Control, with respect to 100% of the unvested shares subject thereto. Mr. Aerts is also eligible to participate in the Company's employee benefit plans from time to time in effect for similarly-situated employees of the Company, which may include short-term disability, long-term disability and 401(k) retirement savings plans, and to reimbursement of business expenses.

The Aerts Employment Agreement further provides that in the event that (1) Mr. Aerts' employment is terminated other than for Cause, death or Disability (as defined in the Aerts Employment Agreement) or (2) Mr. Aerts terminates his own employment for Good Reason, then he is entitled to receive the following severance benefits: (i) on the 60th day following the termination, the Company will pay Mr. Aerts a lump sum amount equal to 6 months of his base salary at the rate in effect at the time of the termination, and (ii) the Company will provide health insurance reimbursement until the earliest of (x) the close of the 12 month period following Mr. Aerts' termination date, (y) the expiration of Mr. Aerts' continuation coverage under COBRA, and (z) the date when Mr. Aerts becomes eligible to receive health insurance coverage in connection with new employment or self-employment.

In addition, the Aerts Employment Agreement provides that in the event that Mr. Aerts' employment is terminated due to his death or Disability and (x) the Company does not provide any insurance benefits payable to Mr. Aerts or his beneficiaries upon his death or Disability, and (y) the Company has previously, but not necessarily in the then applicable calendar year, achieved \$10,000,000 in annual gross revenue in a calendar year, then, on the 60th day following termination, the Company shall pay Mr. Aerts a lump sum amount equal to 6 months of the base salary at the rate in effect at the time of the termination of employment.

Pursuant to the Aerts Employment Agreement, the above-described severance is conditioned on Mr. Aerts' (i) execution of a general release of all claims (in a form prescribed by the Company), which must be effective and irrevocable prior to the 60th day following the termination of employment, (ii) return of all property of the Company in his possession, and (iii) cooperation in good faith with the Company for a transition period not to exceed 60 days to ensure an efficient transfer of his duties and responsibilities.

Mr. Aerts is also subject to noncompetition and nonsolicitation provisions during his employment with the Company and one year thereafter.

The foregoing description of the Aerts Employment Agreement does not purport to be complete and is subject to and qualified in its entirety by reference to the Aerts Employment Agreement, a copy of which is attached hereto as Exhibit 10.2 to this Quarterly Report and is incorporated herein by reference.

Mr. Aerts, 37 years of age, has more than ten years of finance and accounting experience in a variety of roles, and eight years of experience in the medical diagnostics industry. Mr. Aerts joined the Company in July 2017 and has served as Assistant Controller, Director of Accounting, Vice President of Finance and Corporate Controller, and most recently the interim Chief Financial Officer. While in these positions, Mr. Aerts implemented numerous financial process and internal control improvements, and has been responsible for financial reporting, audit management, technical accounting, financial risk, cash management, planning, and other vital financial responsibilities, including playing a key role in assisting with the Company's initial public offering in 2021. Prior to joining the Company, Mr. Aerts worked at Ernst & Young LLP ("EY") as an assurance professional assisting with the review and audit of Quarterly Reports on Form 10-Q, Annual Reports on Form 10-K, and evaluating SOX 404 compliance, among other responsibilities. After his time at EY and before joining the Company, Mr. Aerts worked in the finance department at Myriad Genetics, Inc. Mr. Aerts holds a Master of Accounting from the University of Utah and is a Certified Public Accountant licensed in the State of Utah.

There is no arrangement or understanding with any person pursuant to which Mr. Aerts was appointed as Chief Financial Officer of the Company. There are no family relationships between Mr. Aerts and any director or executive officer of the Company, and he is not a party to any transaction requiring disclosure under Item 404(a) of Regulation S-K.

Compensation Reduction

In addition, on November 6, 2023, the Company reduced compensation for each of the Company's executive officers (Evguenia (Zhenya) Lindgardt, Austin Aerts, John Boniface, Robert Harrison, Benjamin Jackson, and Paul Kearney) by decreasing each respective annual base salary by 15% and each respective annual target bonus by 50%. These reductions will apply proportionally to all executive officers, including Evguenia (Zhenya) Lindgardt and Austin Aerts, effective as of November 6, 2023, and are expected to result in savings of at least \$900,000 in 2024.

Grants of RSUs

On November 6, 2023, the Company granted new RSU awards to all employees of the Company. The RSU awards were made under the Company's 2021 Equity Incentive Plan and are subject to the terms provided in the Company's 2021 Equity Incentive Plan and the individual RSU award agreements, the form of which is attached hereto as Exhibit 10.3 to this Quarterly Report and is incorporated herein by reference. The awards granted to the Company's executive officers were as follows; the 175,000 RSUs granted to Evguenia (Zhenya) Lindgardt are in addition to the RSUs granted under the Lindgardt Employment Agreement, and the 125,000 RSUs granted to Austin Aerts are in addition to the RSUs granted under the Aerts Employment Agreement.

Last Name	First Name	Title	Number of RSUs Granted	Vesting Schedule
Lindgardt	Evguenia (Zhenya)	Chief Executive Officer	175,000	(1)
Aerts	Austin	Chief Financial Officer	125,000	(1)
Boniface	John	Chief Scientific Officer	125,000	(1)
Harrison	Robert	Chief Information Officer	125,000	(1)
Jackson	Benjamin	General Counsel	125,000	(1)
Kearney	Paul	Chief Data Officer	125,000	(1)

(1) Vesting Schedule: The RSUs vest over two years in equal quarterly installments, starting on the grant date, subject to the executive officer's continued service through each vesting date.

The Company believes these new awards will help in retaining talent key to the Company's refocused strategic vision.

(c) Securities Trading Plan of Directors and Executive Officers

During the quarter ended ~~June 30, 2023~~ September 30, 2023, none of our directors or executive officers adopted or terminated any contract, instruction, or written plan for the purchase or sale of our securities intended to satisfy Rule 10b5-1(c) of the Exchange Act nor any "non-Rule 10b5-1 trading arrangement," as defined by SEC rules.

Item 6. Exhibits.

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation of Sera Prognostics, Inc., as amended (incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K (File No. 001-40606) filed with the SEC on July 20, 2021).
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation of Sera Prognostics, Inc., dated June 9, 2023 (incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K (File No. 001-40606) filed with the SEC on June 14, 2023), June 14, 2023.
3.3	Restated Bylaws of Sera Prognostics, Inc. (incorporated by reference to Exhibit 3.2 of the Registrant's Current Report on Form 8-K (File No. 001-40606) filed with the SEC on July 20, 2021).
4.1	Specimen Class A Common Stock Certificate (incorporated by reference to Exhibit 4.1 of the Registrant's Registration Statement on Form S-1/A (File No. 333-257038) filed on July 8, 2021).
4.2	Form of Common Stock Purchase Warrant – I (incorporated by reference to Exhibit 4.2 of the Registrant's Registration Statement on Form S-1 (File No. 333-257038) filed on June 11, 2021).
4.3	Form of Common Stock Purchase Warrant – II (incorporated by reference to Exhibit 4.3 of the Registrant's Registration Statement on Form S-1 (File No. 333-257038) filed on June 11, 2021).
4.4	Form of Series E Warrant (incorporated by reference to Exhibit 4.4 of the Registrant's Registration Statement on Form S-1 (File No. 333-257038) filed on June 11, 2021).
4.5	Fourth Amended and Restated Investors' Rights Agreement, dated as of February 23, 2021 (incorporated by reference to Exhibit 4.5 of the Registrant's Registration Statement on Form S-1 (File No. 333-257038) filed on June 11, 2021).
10.1+	Retirement and Transition Employment Agreement by and between the Registrant and Gregory C. Critchfield, M.D., Evguenia (Zhenya) Lindgardt, dated May 15, 2023 November 6, 2023.
10.2+	Consulting Employment Agreement by and between the Registrant Registrant and Michael R. Foley, M.D., Austin Aerts, dated July 1, 2023 November 6, 2023.
10.310.3+	Third Amendment to Lease, effective as Form of July 25, 2023, by and between Eastland Regency, L.C. and Restricted Stock Unit Agreement under the Registrant's 2021 Equity Incentive Plan.
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of Principal Executive Officer and Principal Financial Officer and Principal Accounting Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* The Certification attached as Exhibit 32.1 that accompanies this Quarterly Report on Form 10-Q is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Sera Prognostics, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Form 10-Q, irrespective of any general incorporation language contained in such filing.

+ Indicates a management contract or any compensatory plan, contract or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: August 9, 2023 November 8, 2023

/s/ Zhenya Lindgardt

Zhenya Lindgardt

Interim President and Chief Executive Officer

(Principal Executive Officer)

Date: August 9, 2023 November 8, 2023

/s/ Austin Aerts

Austin Aerts

Interim Chief Financial Officer

(Principal Accounting Officer and Principal Financial Officer)

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Exhibit 10.1**RETIREMENT AND TRANSITION SERA PROGNOSTICS, INC. EMPLOYMENT AGREEMENT**

This Retirement and Transition Employment Agreement (the "Agreement") is entered into dated as November 6, 2023 (the "Effective Date"), by and between Sera Prognostics, Inc. (together with its subsidiaries, affiliates, successors and assigns, the "Company"), and Gregory C. Critchfield, M.D. ("Dr. Critchfield") (Dr. Critchfield, together with the Company, the "Parties" and each a "Party"), and shall be effective as of the date on which Dr. Critchfield signs below Evgenia Lindgardt (the "Employee").

WHEREAS Dr. Critchfield has served, the Company's Board of Directors (the "Board") adopted resolutions on May 14, 2023 to accept Gregory C. Critchfield's retirement from his positions as President and Chief Executive Officer of the Company, and as Chair of the Board immediately before the Board of Directors of the Company's 2023 Annual Shareholders' Meeting, held on June 8, 2023 (the "Board") pursuant to that certain Executive Employment Agreement dated November 8, 2011 (the "Employment Agreement Start Date");

WHEREAS Dr. Critchfield has notified the Company Board also resolved on or about May 15, 2023 that he intends May 14, 2023 to retire from his employment position with the Company as the interim Chief Executive Officer of the Company, effective immediately before on the Company's Annual Meeting of Shareholders Start Date;

WHEREAS, the Board also resolved on June 8, 2023 (the "Start Date") to authorize the Employee to assume day-to-day operations as incoming interim CEO during the transition period from May 15, 2023 to the Start Date, and Employee participated in transition activities in connection with Mr. Critchfield's retirement between May 15, 2023 and the Start Date;

WHEREAS, the Company wishes to embody the interim appointment in this Agreement, on the terms and conditions set forth herein; and

WHEREAS, the Company wishes to change Employee's position and Dr. Critchfield desire that following title to remove the Retirement Date, Dr. Critchfield shall continue interim designation and to serve appoint Employee as a member non-interim President and Chief Executive Officer, effective November 6, 2023, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Board on mutual covenants, conditions and undertakings set forth herein, the parties hereto hereby agree as follows:

1. Employment and Duties. Subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the Company shall employ Employee, and Employee hereby accepts employment, as the President and Chief Executive Officer of the Company, with those duties and responsibilities which are appropriate and customary for a president and chief executive officer of a company similar to the Company, as may be applicable. In such capacity, the Employee shall report to the Company's Board of Directors (the "Board"). During the term of this Agreement, the Employee shall faithfully perform the Employee's duties, responsibilities and obligations hereunder; subject to the understanding that the Employee may continue to provide time to Outside Interests (as defined below), consistent with past practices, as well as additional Outside Interests not disclosed on Exhibit A hereto with the Board's consent. The Company acknowledges that the Employee has certain outside interests, as set out below, on Exhibit A (the "Outside Interests"), and agrees that the Parties hereby agree as follows: Outside Interests shall not constitute a breach of this Agreement to the extent such interests do not materially interfere with the performance of Employee's duties, responsibilities and obligations under this Agreement.

1.2. Transition Period Base Compensation and Retirement Date Related Matters.

a.(a) Between Salary. In consideration for the services rendered by the Employee to the Company as provided herein, as of the Start Date the Company shall pay the Employee an annual base salary of \$496,400 per year (the "Base Salary"), with an additional payment equal to a pro-rata portion of the Base Salary for the period between May 15, 2023 and the Start Date. The Base Salary shall be paid according to the Company's standard payroll policy and will be subject to applicable federal and state tax withholdings as required by applicable law. The

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Base Salary may be increased or decreased at any time by the Company's Board or the Compensation Committee of the Board (the "Compensation Committee"), in its sole discretion and the Board or the Compensation Committee will reassess the Employee's Base Salary annually.

(b) Bonuses. The Employee will be eligible to participate in the Company's annual incentive plan, which currently provides for a bonus target of 60% of the Employee's Base Salary, prorated for calendar year 2023 for time of service following the Start Date. Whether and in what amount a bonus will be paid to Employee shall be determined by the Board or the Compensation Committee in its sole discretion.

(c) Equity Grants. Subject to Board approval, the Employee shall be granted as soon as practicable on or after the Effective Date and restricted stock units ("RSUs") of the Retirement Date, Dr. Critchfield is relieved of all day Company's common stock (the "Initial Award"), in an amount to day operations. He will assist an Interim Chief Executive Officer or other individual appointed be determined by the Board only in its discretion. The Employee shall be eligible, after the Start Date, to receive additional equity incentive grants (the Initial Award together with any such additional equity incentive grants referred to herein as requested and on a limited basis, and he will otherwise refrain from communications with Company employees unless otherwise directed "Equity"), as determined by the Board. Board or its Compensation Committee, in its sole discretion. Each Equity grant will be made pursuant to the Company's 2021 Employee, Director and Consultant Equity Incentive Plan or the Company's Employee, Director and Consultant Equity Incentive Plan in effect at the time of the grant (each a "Plan"). Employee shall also be eligible, after the Effective Date, to receive (i) additional equity awards pursuant to a Plan and award agreements thereunder (the "Award Agreements"), and (ii) additional bonus compensation, as determined by the Board, in its sole discretion; it being the intention of the Board to maintain Employee's aggregate compensation at levels appropriate and customary to those of companies similar in industry, stage and circumstances to that of the Company. Unless otherwise approved by the Board and memorialized in an applicable Award Agreement, all future options granted to Employee after the Effective Date shall vest in equal monthly installments over a period of forty-eight (48) months from the date of grant.

b.(d) Effective as of Expenses. The Employee will be entitled to receive prompt reimbursement for all reasonable expenses incurred by the Retirement Date, Dr. Critchfield's employment Employee (which are eligible for reimbursement under the Code) actually incurred by him in performing her duties; provided; however, that such expenses are approved in accordance with the Company Company's then-current policies and engagement in any role pursuant thereto shall end. From and after procedures applicable to the Retirement Date, Dr. Critchfield shall have no authority and shall not represent himself as an employee or agent most senior-level executive employees of the Company, other than the Employee, or if such policies and procedures are not in place, then as expressly provided for herein. Dr. Critchfield shall promptly execute determined in the sole discretion of the Board.

(e) Employee Benefits. Following the Start Date, the Employee will be entitled to participate in the group health, dental, vision, and group life insurance benefit plans, as well as the Company's 401(k) and Flexible Spending Account Plans available to all Company employees. In addition, the Employee is entitled to participate in any additional documentation employee benefit plans that the Company may request make available to reflect its most senior-level executive employees generally, which may include but not be limited to, profit sharing plans, 401(k) and cafeteria plans, or life, hospitalization, optical, disability, or other insurance plans as may be in effect, from time to time, and in accordance with rules established, from time to time, for individual participation in such plans.

(f) Vacation Days and Paid Leave. The Employee will be entitled to take five (5) weeks of vacation days and paid leave and such additional days as are provided to other senior-level executive employees of the end Company, and shall be entitled to compensation in connection

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therewith, in accordance with Company policy applicable to senior-level executive employees of his employment. the Company.

3. Facilities and Services Furnished. The Company will furnish the Employee with office space and such other facilities, furniture, equipment and services as it may determine to be reasonably necessary for the performance of the Employee's duties as set forth herein.

4. Termination.

(a) Termination by the Company. The Employee's employment hereunder may be terminated by the Company under any of the following circumstances:

(i) Death. This Agreement shall automatically terminate upon the Employee's death.

(ii) Disability. The Board may elect to terminate the Employee's employment in the event of Employee's Disability upon delivery of written notice to the Employee. For purposes of this Agreement, "Disability" shall mean any condition that, in the reasonable, good faith judgment of a licensed physician selected by the Board, causes the Employee to be unable, after any accommodation required by applicable law, to perform her duties, responsibilities and obligations under this Agreement for a period of at least twelve (12) months.

(iii) Cause. The Board may terminate the Employee's employment hereunder for Cause (as defined below) at any time upon delivery of written notice requirement under Section 9(c) to the Employee. For purposes of this Agreement, "Cause" shall mean (a) the conviction of the Employment Agreement, Employee by a court of competent jurisdiction of any felony involving dishonesty, breach of trust or misappropriation or the entering of a plea by the Employee of nolo contendere thereto; (b) the Employee's willful failure or refusal to follow reasonable and lawful directives of the Board, provided such failure or refusal continues after the Employee's receipt of reasonable notice in writing of such failure or refusal and an opportunity of not less than thirty (30) days to correct the problem; (c) a material breach by the Employee of any of the provisions of this Agreement; or (d) the Employee's commission of any immoral or illegal act or any gross or willful misconduct, where a majority of the non-employee members of the Board reasonably determines that such act or misconduct has (A) seriously undermined the ability of the Board to entrust Employee with important matters or otherwise work effectively with Employee, (B) contributed to the Company's loss of significant revenues or business opportunities, or (C) significantly and detrimentally affected the business or reputation of the Company or any of its subsidiaries.

2.(iv) Payments; Benefits Other Termination.

a. The Board may terminate Employee's employment with the Company shall pay at any time and provide to Dr. Critchfield in accordance with its customary practices: (i) all base salary earned but not yet paid through the Retirement Date, (ii) reimbursement for any and all business expenses properly incurred prior to the Retirement Date, payable in accordance with reason, with and or without Cause, subject to the provisions hereof. Employee acknowledges that Employee is, and at all times shall be, an employee at will of the Company and nothing contained herein shall be construed to alter or affect such employee at-will status. Employee may terminate her employment with the Company at any time, for any or no reason, subject to the provisions hereof. Inclusion under any benefit plan or compensation arrangement will not give Employee any right or claim to any benefit hereunder except to the extent such right has become fixed under the express terms of the Company's reimbursement policy, and (iii) any employee benefits required to be provided to Dr. Critchfield pursuant to the terms of the Company's employee benefit plans and as required by applicable law.

b. Provided that this Agreement is signed by Dr. Critchfield as provided for herein, the Company shall provide Dr. Critchfield with the following payments and benefits: Agreement.

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(i)(b) Termination by the Employee. The Employee may terminate the Employee's employment with the Company under the following circumstances:

(i) Voluntary Termination. The Employee may terminate the Employee's employment with the Company for any reason or no reason, upon delivery of written notice to the Board at least fifteen (15) days prior to the specified termination date.

(ii) Termination for Good Reason. The Employee may terminate the Employee's employment with the Company for "Good Reason," which shall mean for purposes of this Agreement: (A) a material breach by the Company of any of the provisions of this Agreement; (B) assignment of Employee to a role, duties or responsibilities materially inconsistent with that of a Chief Executive Officer; (C) any circumstances caused by the Company that would require Employee to move her principal location of employment in

excess of forty-five (45) miles from Company's current offices in Salt Lake City, Utah; or (D) an involuntary material reduction of Employee's then current Base Salary other than a reduction proportionately affecting all of the Company's other senior-level executive employees. The Employee must provide the Board with a written Notice of Termination that describes the existence of the condition the Employee believes gives rise to Good Reason under this Section 4(b) within thirty (30) days following the initial existence of the condition. The Company may elect to cure any condition giving rise to Good Reason within thirty (30) days of receipt of notice. The Employee's termination for Good Reason must, in any event, occur within the six (6) month period immediately following the initial existence of the condition giving rise to Good Reason.

(c) Effect of Termination. In the event the Employee's employment is terminated, all obligations of the Company and the Employee under this Agreement shall ~~pay Dr. Critchfield~~ cease, except that the terms of Section 5 through Section 9 shall survive such termination as applicable. Upon such termination, the Employee or the Employee's representative or estate shall be entitled to receive the applicable compensation, benefits and reimbursements set forth in Section 5. The Employee acknowledges that, upon termination of the Employee's employment, the Employee is entitled to no other compensation, severance or other benefits other than those specifically set forth in Section 5. The Employee further agrees that, if a majority of the other directors vote to request her resignation as a director, Employee shall promptly submit her resignation as a member of the Board upon being notified by the Board Chair (the "Board Notification"), with such resignation to be effective as of the date indicated in the Board Notification.

5. Compensation and Benefits Upon Termination of Employment. The Employee shall be entitled to receive compensation and benefits upon a termination of Employee's employment as follows:

(a) Termination without Change of Control. If the Company has not undergone a Change of Control, or at any time outside the Protected Period (defined below), either (i) the Company terminates the Employee's employment for any reason other than Cause, death or Disability or (ii) the Employee terminates employment for Good Reason; then, (A) on the sixtieth (60th) day following the Retirement Date termination of employment, the Company shall pay the Employee a lump-sum ~~lump sum~~ amount of \$584,000, equal to twelve (12) months of Dr. Critchfield's ~~the~~ Base Salary at the rate in effect at the Retirement Date, time of the termination of employment and (B) the time-based vesting of all Equity held by the Employee at the time of the termination shall accelerate with respect to thirty-seven and one-half percent (37.5%) of the unvested shares subject thereto.

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(b) Termination in Connection with Change of Control.

(ii) (i) The Severance Pay. If at any time within three months preceding and twelve months following a Change of Control (the "Protected Period") either (A) the Company shall pay Dr. Critchfield ~~terminates~~ the Employee's employment for any reason other than Cause, death or Disability or (B) the Employee terminates employment for Good Reason; then, on or before the sixtieth (60th) day following such termination of employment, the Retirement Date Company shall pay the Employee a prorated bonus for calendar year 2023 in the lump sum amount of \$131,400.

(iii) Payment pursuant to Sections 2(b)(i) and (ii) shall be subject to lawful withholdings and reflected on a W-2 provided to Dr. Critchfield. Both payments shall be made by wire transfer using account information provided ~~equal~~ to the Company by Dr. Critchfield within 14 days ~~sum of (1)~~ twelve (12) months of the Effective date.

(iv) Dr. Critchfield has been granted stock options and other stock-based equity awards (collectively, "equity awards") pursuant to ~~Base Salary at the Company's 2011 Employee, Director and Consultant Equity Incentive Plan and~~ rate in effect at the Company's 2021 Employee, Director and Consultant Equity Incentive Plan (the "Plans") and award agreements executed ~~by~~ time of the Company and Dr. Critchfield pursuant thereto (collectively, termination of employment plus (2) the target annual bonus of the year of termination (such sum the "Award Agreements CIC Severance Amount"). Dr. Critchfield's equity awards shall remain subject to

(ii) Equity. Notwithstanding Section 2(c), if the ~~terms~~ Company undergoes a Change of Control and conditions at any time within the Protected Period either (A) the Company terminates the Employee's employment for any reason other than Cause, death or Disability or (B) the Employee terminates employment for Good Reason; then the time-based vesting of all Equity held by the Employee at the time of the ~~Plans and Award Agreements~~, termination shall accelerate with respect to one hundred percent (100%) of the unvested shares subject thereto.

(c) provided Health Insurance that. If either (i) the Company terminates the Employee's employment for any unvested portion of any equity awards held by Dr. Critchfield shall be immediately forfeited ~~reason other than Cause, death or Disability or (ii) the Employee~~

terminates her employment for Good Reason (whether inside or outside the Protected Period), as of the Effective Date, termination date, and Dr. Critchfield shall have no further right to vest in such equity awards following if the Effective Date; provided, however, that any stock options, to Company sponsors a group insurance plan providing medical and dental insurance coverage for Company employees, and if the extent vested as of the Effective Date, shall be exercisable by Dr. Critchfield for the balance of the remaining terms of the respective stock options.

(v) If Dr. Critchfield Employee elects to continue his/her health insurance and dental insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") following the Retirement Date, termination of her employment, then the Company shall pay Dr. Critchfield's the Employee's monthly premium under COBRA until the earliest of (A)(x) the end close of the twelve (12) month period following the Retirement Date, (B) Employee's termination date, (y) the expiration of Dr. Critchfield's the Employee's continuation coverage under COBRA, and (C)(z) the date when Dr. Critchfield the Employee becomes eligible to receive health insurance coverage in connection with new employment or self-employment. If the payment of any COBRA or health insurance premiums would otherwise violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Internal Revenue Code, (the "Code"), the Company paid Company paid premiums shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code.

(vi)(d) Dr. Critchfield agrees General Release. Any other provision of this Agreement notwithstanding, subsections (a), (b) and acknowledges(c) above shall not apply unless the Employee has (i) executed a general release of all claims (in a form prescribed by the Company), which must be effective and irrevocable prior to the sixtieth (60th) day following the termination of employment, (ii) returned all property of the Company in the Employee's possession and (iii) cooperated in good faith with the Company for a transition period not to exceed sixty (60) days to ensure an efficient transfer of the Employee's duties and responsibilities.

6. Non-Competition; Non-Solicitation. The Employee and the Company hereby acknowledge and agree that in connection with the employment of the Employee, the Employee has been and will be provided with trade secrets of the Company and that the payments and benefits provided for in this Section 2(b) are in lieu of and in full satisfaction of any amounts that might otherwise be payable under any contract, plan, policy or practice, past or present, of the Company.

3. Board Service; Compensation; Other. Provided that this Agreement is signed by Dr. Critchfield as provided for herein:

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Employee and the Company are entering into this Agreement for the protection of such trade secrets. The Employee agrees to abide by the provisions set forth in this Section 6.

a. (a) Term Non-Competition. Dr. Critchfield's service as a member The Employee shall not, during her employment with the Company and during the one (1) year period following the termination of her employment with the Board pursuant to this Agreement shall continue until the Annual Meeting of Shareholders in 2024, subject to the Company's by-laws as in effect Company (the "Initial Board Service Term Restrictive Period"); provided that Dr. Critchfield further agrees that, if, during the Initial Board Service Term, a majority of the other directors vote to request his resignation, directly or indirectly, as a manager, member, promoter, shareholder, agent, representative, director, Dr. Critchfield shall promptly submit his resignation as a member officer, owner, independent contractor or otherwise, or in connection with any of her consultants, employees, agents, partners, relatives, affiliates or representatives or through any third party:

(i) anywhere in the Board upon being notified by the Board Chair United States (the "Board Notification Restricted Area"), compete with such resignation or own, manage, operate or control any business that directly competes in the Company's field of interest or products in the active development pipeline of the Company (for purposes of this paragraph, ownership of securities of not in excess of one percent (1%) of the outstanding capital stock of a public company shall not be considered to be effective competition with the Company); or

(ii) anywhere in the Restricted Area, act as an employee, director, officer, manager, member, advisor, consultant, representative or agent for any business of the type and character engaged in and competitive with the Company.

(b) Non-Solicitation. The Employee shall not, during the Restrictive Period directly or indirectly, as a manager, member, promoter, shareholder, agent, representative, director, officer, owner, independent contractor or otherwise, or in connection with any of her consultants, employees, agents, partners, relatives, affiliates or representatives or through any third party, solicit the employment of or hire

any then current employee of the Company, or solicit a relationship with any customer of the Company, located anywhere in the Restricted Area.

(c) Definitions. For purposes of this Section 6, the terms "compete with the Company," "competitive with the Company," "field of interest" and similar terms referring to competition with the Company shall mean any business that is engaged in identifying and commercializing laboratory tests involving biomarkers in biological specimens of pregnant women which are predictive of preterm birth or other pregnancy complications; websites, software, applications, databases and services related thereto; or any other anticipated business ventures of the Company which have been discussed with the Board or amongst the senior-level executive employees as of the date indicated in the Board Notification, of Employee's termination.

b. 7. No Service Fee or Equity Grant Maintaining Confidential Information.

(a) Company Confidential Information. During the Initial Board Service Term, and for avoidance of doubt, notwithstanding any provision of the Company's Non-Employee Director Compensation Policy, Dr. Critchfield shall not be eligible for an annual retainer or other cash payment or any equity compensation for service. The Employee hereby agrees at all times during which she provides services as a director, such Initial Board Service Term.

c. Continued Service Term. Dr. Critchfield will be eligible for nomination, at the discretion of the Board, for service as a director following the Initial Board Service Term. If nominated and upon re-election, Dr. Critchfield will be eligible for standard compensation under the Company's Non-Employee Director Compensation Policy.

4. General Mutual Release.

a. Release by Dr. Critchfield.

In consideration of the payments and benefits to be made pursuant to Sections 2(b), Dr. Critchfield, with the intention of binding Dr. Critchfield and Dr. Critchfield's heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge the Company and each of its subsidiaries and affiliates (the "Company Affiliated Group"), their present and former officers, directors, agents, attorneys, employees and officer, employee benefits plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the "Company Released Parties"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected which Dr. Critchfield, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, against any Company Released Party in any capacity (as they may have been amended through the Effective Date), including, without limitation, any and all claims: (a) arising out of or in any way connected with Dr. Critchfield's service to any member consultant of the Company Affiliated Group (or ("Employee's Service"), and thereafter to hold in strictest confidence, and not to use, except for the predecessors thereof) in benefit of the Company, any capacity, or the termination of such service in any such capacity; (b) for severance or vacation benefits, unpaid wages, salary or incentive payments; (c) for breach of contract, breach of covenant of good faith and fair dealing, wrongful discharge, impairment of economic opportunity, defamation, promissory estoppel, fraud, negligent or intentional infliction of emotional harm, trade secrets, confidential knowledge, data or other tort; (d) for proprietary information relating to products, processes, know-how, formulas, developmental or experimental work, computer lists, customer lists, business plans, financial information or other subject matter pertaining to any violation of applicable state and local labor and employment laws, including, without limitation, all laws concerning unlawful and unfair labor and employment practices, and further including, without limitation, any and all claims based on the Employee Retirement Income Security Act of 1974 ("ERISA"), Title VII business of the Civil Rights Act Company or any of 1964 ("Title VII" its clients, consultants or licensees (collectively, "Confidential Information").

Notwithstanding the Civil Rights Act of 1991, above, Employee shall not have liability to the Americans Company with Disabilities Act ("ADA"), Sections 503 and 504 of the Rehabilitation Act, the Family and Medical Leave Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, the Uniformed Services Employment and Re-Employment Act, the regard to any Confidential Information which Employee can prove:

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Rehabilitation Act of 1973, (i) was in the Employment Relations and Collective Bargaining Act, public domain at the Utah Right to Work Act, the Utah Drug and Alcohol Testing Act, the Utah Minimum Wage Act, the Utah Protection of Activities in Private Vehicles Act, the Utah Employment Selection Procedures Act, and the Utah Occupational Safety and Health Act, and any and all claims arising under the civil rights laws of any federal,

state or local jurisdiction, each as amended and including each of their respective implementing regulations; and (e) under any whistleblower laws or whistleblower provisions of other laws; excepting only:

- (i) rights of Dr. Critchfield under this Agreement;
- (ii) rights of Dr. Critchfield relating to equity awards held time it was disclosed by Dr. Critchfield as of the Retirement Date, subject to applicable plan terms and conditions;
- (iii) the right of Dr. Critchfield to receive COBRA continuation coverage in accordance with applicable law;
- (iv) rights to indemnification Dr. Critchfield may have, as applicable, (A) under applicable corporate law, (B) under the by-laws, certificate of incorporation or similar governing documents of the Company, (C) under a written indemnification agreement with the Company or (D) has entered the public domain through no fault of Employee;
 - (ii) was known to the Employee without restriction, at the time of disclosure, as an insured under demonstrated by files in existence at the time of disclosure;
 - (iii) is disclosed with the prior written approval of the Company;
 - (iv) becomes known to Employee, without restriction, from a source other than the Company without breach of this Agreement by Employee and otherwise not in violation of the Company's rights; or
- (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Employee shall provide prompt notice of such court order or requirement to the Company to enable the Company to seek a protective order or otherwise prevent such disclosure.

(b) Former Employer Information. The Employee hereby agrees that she will not, during Employee's Service, improperly use or disclose any directors' proprietary information or trade secrets of her former or concurrent employers or companies, if any, and officers' liability insurance policy nowthat she will not make available to the Company any unpublished document or previouslyany property belonging to her former or concurrent employers or companies, if any, unless consented to in force;writing by said employers or companies.

(c) Third-Party Information. The Employee recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the terms Company's part to maintain the confidentiality of such information and conditions to use it only for certain limited purposes. The Employee hereby agrees, during Employee's Service and thereafter, to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out her work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyanyone other than the Company or such documents, agreements or policies;

- (v) claims for benefits under any health, disability, retirement, deferred compensation, life insurance or other, similar employee benefit plan or arrangement third party (consistent with the Company's agreement with such third party) without the express written authorization of the Company, subject to the terms and conditions Board.

8. Availability of such plans or arrangements; and

- (vi) Equitable Remediesclaims for the reimbursement of unreimbursed business expenses incurred prior to the Retirement Date, and earned but unused vacation pay through the Retirement Date, subject to the terms and conditions of applicable Company policy.

Notwithstanding the foregoing, this Section does not:

- (A) release the Company from any obligation expressly set forth in this Agreement or from any obligation, including, without limitation, obligations under the Workers Compensation Act, which as a matter of law cannot be released;
- (B) prohibit Dr. Critchfield from filing a charge with the Equal Employment Opportunity Commission ("EEOC"); or
- (C) prohibit Dr. Critchfield from participating in an investigation or proceeding by the EEOC or any comparable state or local agency, or providing information or documents to the EEOC or any comparable state or local agency.

Dr. Critchfield . The Employee hereby acknowledges and agrees however, that Dr. Critchfield's waiver a breach of Section 6 or Section 7 will cause irreparable harm and release of claims are intended damage to be a complete bar to any recovery or personal benefit by or to Dr. Critchfield with respect to any Claim whatsoever arising out of Dr. Critchfield's employment with the Company, including those raised through a charge with that the EEOC, except those which, as a matter remedy at law for the breach or threatened breach of law, cannot Section 6 or Section 7 will be released. inadequate, and that, in addition to all other remedies available to the Company for such breach or threatened breach (including, without

limitation, the right to recover damages), the Company will be entitled to injunctive relief for any breach or threatened breach of Section 6 or Section 7.

9. Miscellaneous

(a) Notification of New Employer. In the event that Dr. Critchfield successfully challenges the validity Employee leaves the employ of the Company, she hereby grants consent to notification by the Company to her new employer about her rights and obligations under this Agreement.

(b) Severability. In the event that a court of competent jurisdiction determines that any portion of this release Agreement is in violation of claims, any statute or public policy, then only the Company and any Company Released Party sought to be released hereunder portions of this Agreement which violate such statute or public policy shall be entitled to recover from Dr. Critchfield the full amount of the stricken. All

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payments and benefits described in Section 2(b) of this Agreement. Nothing in the Agreement, however, shall limit the right of the Company or any Company Released Party sought to be released hereunder to seek immediate dismissal of a charge on the basis that Dr. Critchfield's signing portions of this Agreement constitutes a full release of which do not violate any rights Dr. Critchfield might otherwise have to pursue the charge. Dr. Critchfield further acknowledges and agrees that, but for providing this waiver and release, Dr. Critchfield would not be receiving the payments and benefits being provided to Dr. Critchfield as set forth above in Sections 2(b) of this Agreement.

b. Release by the Company

In exchange for the benefits and consideration provided to the Company by this Agreement, the Company hereby unconditionally and irrevocably discharges and releases Dr. Critchfield, his assigns, insurers, heirs, attorneys and agents, in their individual and official capacities, jointly and severally, of and from all claims, causes of action, suits, charges, debts, dues, sums of money, attorneys' fees and costs, accounts, bills, covenants, contracts, torts, agreements, expenses, wages, compensation, promises, damages, judgments, rights demands, statute or otherwise, that are known or unknown, in law or equity, contingent or noncontingent, that arose or may have arisen, at any time from the beginning of the world to the Effective Date.

5. No Admissions. The parties to this agreement acknowledge and agree that this Agreement is not to be construed in any way as an admission of any liability whatsoever by any party, any such liability being expressly denied.

6. Application to all Forms of Relief. This Agreement applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, emotional distress damages, punitive damages for pain or suffering, costs and attorney's fees and expenses.

7. Specific Waiver. Dr. Critchfield specifically acknowledges that Dr. Critchfield's acceptance of the terms of this Agreement is, among other things, a specific waiver of Dr. Critchfield's rights, claims and causes of action under Title VII, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein public policy shall be deemed, nor does anything herein purport, to be a waiver of any right or claim or cause of action under the Age Discrimination in Employment Act, or which by law Dr. Critchfield is not permitted to waive or as to those matters that are expressly outside of the scope of the release pursuant to Section 4.

8. No Complaints or Other Claims. Dr. Critchfield acknowledges and agrees that Dr. Critchfield has not, with respect to any transaction or state of facts existing prior to the date hereof, filed any complaints, charges or lawsuits against any Company Released Party with any governmental agency, court or tribunal.

9. Ongoing Obligations

(a) Terms and Conditions. Dr. Critchfield acknowledges Dr. Critchfield remains bound by the terms of Section 6 (Non-Competition; Non-Solicitation), Section 7 (Maintaining Confidential Information) and Section 8 (Availability of Equitable Remedies) of the Employment Agreement, which sections are expressly incorporated herein by reference, and the terms of which remain continue in full force and effect following the termination of Dr. Critchfield's employment with the Company as set forth in such sections.

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(b) **Return of Company Material.** Dr. Critchfield represents that he will satisfy his obligations pursuant to Section 5(c) of the Employment Agreement on or prior to the Retirement Date. Should Dr. Critchfield later discover effect. Further, any materials that Dr. Critchfield is obligated pursuant to such provisions to return to Company, Dr. Critchfield shall promptly do so.

(c) **Cooperation.** Following the Retirement Date, Dr. Critchfield shall reasonably cooperate with the Company upon reasonable request of the Board and be reasonably available to the Company with respect to matters arising out of Dr. Critchfield's services to the Company Affiliated Group. If such cooperation is requested and concerns any legal matters, Dr. Critchfield will have the option to be represented by legal counsel of his choice and the Company will pay reasonable fees in connection with that representation. Company shall reimburse Dr. Critchfield for his reasonable and necessary expenses incurred in connection with any such cooperation, including attorneys' fees, upon submission of appropriate supporting documents.

(d) **Non-Disparagement.** Dr. Critchfield agrees not to disparage the Company or the products or businesses of the Company, and the Company agrees that the Board shall not disparage Dr. Critchfield, provided, however, that nothing in this Section shall restrict Dr. Critchfield, the Company or any Board member from making any disclosures mandated by state or federal law, from participating in an investigation with a state or federal agency if requested by the agency to do so, or from providing information or documents to a state or federal agency if requested by the agency to do so.

(e) **No Representation.** Dr. Critchfield acknowledges that, other than as set forth in this Agreement and the Employment Agreement (and the other plans, agreements and documents referenced herein or therein), (i) no promises have been made to Dr. Critchfield and (ii) in signing this Agreement Dr. Critchfield is not relying upon any statement or representation made by or on behalf of any Company Released Party and each or any of them concerning the merits of any claims or the nature, amount, extent or duration of any damages relating to any claims or the amount of any money, benefits, or compensation due to Dr. Critchfield or claimed by Dr. Critchfield, or concerning the Agreement or concerning any other thing or matter.

(f) **Injunctive Relief.** In the event of a breach or threatened breach by Dr. Critchfield of this Section, Dr. Critchfield agrees that the Company shall be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, Dr. Critchfield acknowledging that damages would be inadequate or insufficient.

10. **Permitted Disclosures.** Pursuant to 18 U.S.C. § 1833(b), Dr. Critchfield understands that Dr. Critchfield shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to Dr. Critchfield's attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Dr. Critchfield understands that if Dr. Critchfield files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Dr. Critchfield may disclose the trade secret to Dr. Critchfield's attorney and use the trade secret information in the court proceeding if Dr. Critchfield (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement, or any other agreement that Dr. Critchfield has with the Company, is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such

section. Further, nothing in this Agreement or any other agreement that Dr. Critchfield has with the Company shall prohibit or restrict Dr. Critchfield from (A) making any voluntary disclosure of information or documents concerning possible violations of law to any governmental agency or legislative body, or any self-regulatory organization, in each case, without advance notice to the Company; or (B) responding to a valid subpoena, court order or similar legal process; provided that prior to making striking any such disclosure pursuant to this Section, Dr. Critchfield shall provide the Company with written notice of the subpoena, court order or similar legal process sufficiently in advance of such disclosure to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process.

11. **Voluntariness.** Dr. Critchfield agrees that Dr. Critchfield is relying solely upon Dr. Critchfield's own judgment; that Dr. Critchfield is over eighteen years of age and is legally competent to sign this Agreement; that Dr. Critchfield is signing this Agreement of Dr. Critchfield's own free will; that Dr. Critchfield has read and understood the Agreement before signing it; and that Dr. Critchfield is signing this Agreement in exchange for consideration that Dr. Critchfield believes is satisfactory and adequate.

12. **Legal Counsel.** Dr. Critchfield acknowledges that Dr. Critchfield has been informed of the right to consult with legal counsel and has been encouraged to do so.

13. **Complete Agreement/Severability.** This Agreement, along with the agreements and sections of agreements incorporated herein, constitutes the complete and final agreement between the Parties and supersedes and replaces all prior or contemporaneous agreements, negotiations, or discussions relating to the subject matter of this Agreement except as provided herein. All provisions and portions of this Agreement are severable. If any provision or portion of this Agreement shall modify the application of any provision or portion stricken terms to give as much effect as possible to the intentions of the Agreement parties under this Agreement.

(c) **Notices.** Any notices, requests or consents hereunder shall be determined deemed given, and any instrument delivered, three (3) days after they have been mailed by first class mail, postage prepaid, one (1) day after they have been delivered by overnight courier, twelve (12) hours after such notice has been sent by facsimile, or upon receipt if delivered personally, as follows:

To the Company:

2749 E Parleys Way, Suite 200

Salt Lake City, UT 84109

To the Employee: To the address maintained in the Company's records except that any of the foregoing may, from time to be invalid time, by written notice to the others, designate another address or unenforceable to any extent fax number which shall thereupon become her or its effective address for any reason, all other provisions and portions of the purposes of this Agreement shall remain in full force and shall continue to be enforceable to the fullest and greatest extent permitted by law. Section 9(c).

14. **Acceptance.** Dr. Critchfield acknowledges that Dr. Critchfield has been given a period of two (2) days within which to consider this Agreement. Dr. Critchfield may accept this Agreement at any time within this period of time by signing the Agreement and returning it to the Company.

15. (d) **Governing Law.** Except for issues or matters as to which federal law is applicable, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without giving effect to the conflicts its conflict of law principles thereof. laws principles.

16. (e) **Successors and Assigns.** The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. This Agreement is for the unique personal services of the Employee, and the Employee shall not be entitled to assign any of the Employee's rights or obligations hereunder.

(f) **Entire Agreement: Amendment.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement, and supersedes all other prior agreements and understandings with respect thereto including, but not limited to, the Consulting Agreement dated May 1, 2011 previously entered into by and between the Company and the Employee. This Agreement can be amended or modified only in a writing signed by the Employee and the Company.

(g) **No Waiver.** No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

(h) **Headings.** The headings herein contained are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

(i) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

(j) **Costs and Expenses.** The Company shall reimburse all of the Employee's reasonable costs and expenses (including, without limitation, attorneys' fees), incurred in connection with the negotiation and preparation of this Agreement.

(k) **Attorneys' Fees.** In the event of any action at law, equity or under this Agreement to enforce or interpret the terms of this Agreement, the prevailing party shall be

entitled to reasonable attorneys' fees and court costs in addition to any other relief to which such party may be entitled, unless the action is one in which only a prevailing plaintiff is entitled to prevailing party fees and costs (such as a Title VII action).

(I) Section 409A. The Company intends that the cash severance payments to which the Employee is entitled on her termination of employment pursuant to Section 5 are payable on the Employee's Separation from Service (as defined below) and are exempt from, or are otherwise payable in compliance with, Section 409A. The Company intends that the Company's continued payment for the cost of the Employee's welfare benefits (including the payment of all COBRA administrative costs and expenses) provided by Section 5 will comply with the exception to Section 409A for reimbursements and certain other separation payments, as described in Treas. Reg. § 1.409A-1(b)(9)(v)(B), to the extent such costs are taxable and subject to imputed income treatment.

(i) Separation from Service Defined. For purposes of this Agreement, the term "termination of employment" means the Employee's "Separation from Service." The term "Separation from Service" means (i) the termination of the Employee's employment with the Company and all affiliates for any reason or (ii) a permanent reduction in the level of bona fide services the Employee provides to the Company and all affiliates to an amount that is twenty percent (20%) or less of the average level of bona fide services the Employee provided to the Company and all affiliates in the immediately preceding thirty-six (36) months (or the entire time period during which the Employee provided services to the Company and all affiliates if the Employee has been providing such services for less than thirty-six (36) months), with the level of bona fide service calculated in accordance with Treas. Reg. § 1.409A-1(h)(1)(ii). Solely for purposes of determining whether an organization is an "affiliate" of the Company, the Company will follow the rules set forth in Treas. Reg. § 1.409A-1(h)(3) (which generally requires fifty percent (50%) common ownership or control). The Employee's employment relationship is treated as continuing while the Employee is on military leave, sick leave, or other bona fide leave of absence (if the period of such leave does not exceed six (6) months; or, if longer, so long as the Employee's right to reemployment with the Company or an affiliate is provided either by statute or contract). If the Employee's period of leave exceeds six (6) months and her right to reemployment is not provided either by statute or by contract, the employment relationship is deemed to terminate on the first day immediately following the expiration of such six (6) month period. Whether a termination of employment has occurred will be determined based on all of the facts and circumstances and in accordance with regulations issued by the United States Treasury Department pursuant to Section 409A of the Code.

(ii) Delay in Payments. Notwithstanding any provision of this Agreement to the contrary, if any of the severance payments are subject to Section 409A and the Employee is a "Specified Employee" at the time of her Separation from Service, no payments shall be made to the Employee prior to the first business day following the date which is six (6) months after the Employee's Separation from Service. Any amounts that would have been paid during the six (6) months following the Employee's Separation from Service will be paid on the first business day following the expiration of the six (6) month period without interest thereon. The Employee may not elect the

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taxable year of such payment. The six (6) month delay for a Specified Employee does not apply if the Employee dies.

(iii) Specified Employee Defined. For purposes of this Agreement, the term "Specified Employee" means certain officers and highly-compensated employees of the Company as defined in Treas. Reg. § 1.409A-1(i), and as determined in accordance with such procedures as may be adopted from time to time by the Company.

(iv) Miscellaneous Payment Provisions. If payment is not made, in whole or in part, due to a dispute between the Employee and the Company, the payments shall be made in accordance with Treas. Reg. § 1.409A-3(g), as applicable. It is intended that each installment of the payments and benefits provided under Section 5 of this Agreement shall be treated as a separate "payment" for purposes of Section 409A. If an expense reimbursement or provision of in-kind benefit provided pursuant to this Agreement is not exempt from Section 409A of the Code, the following rules apply: (i) in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred; (ii) the amount of reimbursable expenses incurred or provision of in-kind benefits in one tax year shall not affect the expenses eligible for reimbursement or the provision of in-kind benefits in any other tax year; and (iii) the right to reimbursement for expenses or provision of in-kind benefits is not subject to liquidation or exchange for any other benefit.

(v) **Ban on Acceleration or Deferral.** Under no circumstances may the time or schedule of any payment made or benefit provided pursuant to this Agreement be accelerated or subject to a further deferral, except as otherwise permitted or required pursuant to regulations and other guidance issued pursuant to Section 409A of the Code.

(vi) **No Elections.** The Employee does not have any right to make any election regarding the time or form of any payment due under this Agreement.

(vii) **Compliant Operation and Interpretation.** This Agreement shall be operated in compliance with the requirements of Section 409A or an exception thereto and each provision of this Agreement shall be interpreted, to the extent possible, to comply with Section 409A or to qualify for an exception thereto.

(m) **Dispute Resolution Resolution; Venue.** **Venue.** The Company and Dr. Critchfield the Employee shall use reasonable, good faith efforts to settle any dispute through non-binding mediation before a mutually acceptable, neutral, third-party mediator. The mediation shall be held in Salt Lake City, Utah and administered by the CPR Institute for Dispute Resolution (the "CPR Institute") under the CPR Mediation Procedure then in effect. Unless otherwise agreed, the **Parties** **parties** shall jointly select a single mediator from the CPR Panels of Distinguished Neutrals based on a list of mediator candidates supplied by the CPR Institute. If, within fourteen (14) days after either **Party** **party** makes a written request for mediation under this Section 16,9(m)(i), the **Parties** **parties** have not reached agreement on the selection of a mediator, the mediator shall be selected in accordance with the CPR Mediation Procedure currently in effect. A good faith attempt at mediation shall be a condition precedent to the commencement of litigation, but nothing in this Agreement, including, but not limited to paragraph (ii) below, shall be deemed a condition precedent to any court action for injunction or other interim relief pending the outcome of mediation. If the **Parties** **parties** are unable to resolve the dispute by mediation in a timely manner (which,

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(which, in any case, shall not

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exceed sixty (60) days from the first notice of mediation), either **Party** **party** may attempt to resolve the dispute by commencing an action (or defending or responding to such action) exclusively in the jurisdiction and venue of the courts, whether federal or state, located in Salt Lake County, Utah.

(n) **Indemnification.** During the period of her employment hereunder, the Company agrees to indemnify the Employee in her capacity as an officer and Director of the Company and, to the extent applicable, each subsidiary of the Company, all to the maximum extent permitted under Section 145 of the Delaware General Corporation Law.

[Signature Page Follows] Signatures on Following Page]

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IN WITNESS WHEREOF, the **Parties** **parties** hereto have executed this Agreement to be effective for all purposes as of the Effective Date.

THE COMPANY: COMPANY

Sera Prognostics, Inc.
SERA PROGNOSTICS, INC.

By: /s/ Joshua Phillips Kim Kamdar

Name: Kim Kamdar

Title: Chair of the Board

Name: THE EMPLOYEE Joshua Phillips :

Title: Director

DR. CRITCHFIELD:

/s/ Gregory C. Critchfield, M.D. Zhenya Lindgardt

Name: Evguenia Lindgardt

Title: President and Chief Executive Officer

Name: Gregory C. Critchfield, M.D.

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EXHIBIT A

THE OUTSIDE INTERESTS

TITLE	COMPANY NAME	HOURS PER WEEK	ACTIVITIES
CEO, Board director	The Commons Project Foundation	5-10	Fundraising

Date: 5/15/2023

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Exhibit 10.2

CONSULTING SERA PROGNOSTICS, INC.
EMPLOYMENT AGREEMENT

This agreement (the "Employment Agreement" (this "Agreement")) is entered into effective as of July 1, 2023 November 6, 2023 and, except as expressly provided otherwise, effective for all purposes as of June 7, 2023 (the "Effective Date"), by and between Sera Prognostics, Inc., a Delaware corporation (the "Company", "Company"), with a business address at 2749 East Parleys Way, Suite 200, Salt Lake City, UT 84109, and Michael Foley (the "Austin Aerts" ("Consultant Employee")). Company and Consultant may be referred to herein individually as a "Party" or collectively as "the Parties."

WHEREAS, Consultant served the Company employed Employee as the Chief Medical Officer Vice President of the Company Finance and Corporate Controller, pursuant to that certain Employment Agreement dated January 3, 2022 offer letter executed by the Company and Employee, effective as of May 9, 2017 (the "Employment Agreement Offer Letter");

WHEREAS, Consultant has voluntarily resigned such the Company appointed Employee to the position with a last day of employment of June 30, 2023 (the "Interim Treasurer and Chief Financial Officer on June 7, 2023");

WHEREAS, the Company wishes to embody the interim appointment in this Agreement, on the terms and the Parties have mutually agreed to treat such as a voluntary termination by Consultant under Section 4(b)(i) of the Employment Agreement; conditions set forth herein; and

WHEREAS, the Parties further deem it in their mutual best interests Company wishes to enter into a consulting arrangement for a limited period of time following change Employee's position and title to remove the termination of Consultant's employment interim designation and to appoint Employee as non-interim Treasurer and Chief Financial Officer, effective November 6, 2023, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, conditions and undertakings set out below, forth herein, the Parties hereby parties hereto hereby agree as follows:

1. Term Employment and Duties. Subject to the terms and conditions set forth in this Agreement, the Company shall employ Employee, and Employee hereby accepts employment, as the Treasurer and Chief Financial Officer of the Company, with those duties and responsibilities which are appropriate and customary for a treasurer and chief financial officer of a company similar to the Company. In such capacity, Employee shall report to the Company's Chief Executive Officer. During the term of this Agreement, Employee shall faithfully perform Employee's duties, responsibilities and obligations hereunder.

2. Base Compensation and Related Matters.

(a) Salary. In consideration for the services rendered by Employee to the Company as provided herein, the Company shall pay Employee an annual base salary of \$357,850 per year (the "Base Salary"), provided that Employee's employment with the Company remains active at a full-time rate. The Base Salary shall be paid according to the Company's standard payroll policy and will be subject to applicable federal and state tax withholdings as required by applicable law. The Base Salary may be increased or decreased at any time by the Company's Board of Directors (the "Board") or the Compensation Committee of the Board in its sole discretion.

(b) Equity Grant(s) and Bonuses. Employee's outstanding options and restricted stock units ("RSUs") shall remain subject to their terms and conditions. In connection with Employee's promotion to the position of Treasurer and Chief Financial Officer, and subject to Board of Directors approval, the Employee shall be granted as soon as practicable on or after the Effective Date an award of RSUs of shares of the Company's common stock ("Initial Award") pursuant to the Company's 2021 Employee, Director and Consultant Equity Incentive Plan. Employee shall also be eligible, after the Effective Date, to receive (i) additional equity awards pursuant to the 2021 Employee, Director and Consultant Equity Incentive Plan or any

subsequent equity incentive plan the Company may adopt (each individually and all collectively, the "Plan") and award agreements thereunder (the "Award Agreements"), and (ii) additional bonus compensation, as determined by the Board, in its sole discretion; it being the intention of the Board to maintain Employee's aggregate compensation at levels appropriate and customary to those of companies similar in industry, stage and circumstances to that of the Company. Unless otherwise approved by the Board and memorialized in an applicable Award Agreement, all future options granted to Employee after the Effective Date shall vest in equal monthly installments over a period of forty-eight (48) months from the date of grant. Notwithstanding the foregoing, in the event that Employee's employment with the Company is terminated by the Company without Cause (as defined in Section 5(a)(iii) below) or by Employee for Good Reason (as defined in Section 5(b)(ii) below), then the vesting of all options held by Employee at the time of the termination shall accelerate (i) with respect to thirty-seven and one-half percent (37.5%) of the unvested shares subject thereto, or (ii) if such termination occurs within 30 days prior to or within 12 months

after a Change of Control (as defined in the Plan), with respect to one hundred percent (100%) of the unvested shares subject thereto. Employee shall be eligible to participate in the Company's Annual Incentive Plan, which currently provides for a bonus target of 40% of Employee's base salary, prorated for time of service, and with respect to the calendar year ending December 31, 2023, payment will be contingent based on achievements mutually agreed upon by Employee and Employee's supervisor.

(c) Expenses. Employee will be entitled to receive prompt reimbursement for all reasonable expenses incurred by Employee (which are eligible for reimbursement under the Code) actually incurred by him in performing his duties; provided; however, that such expenses are approved in accordance with the Company's then-current policies and procedures applicable to the most senior-level executive employees of the Company, other than Employee, or if such policies and procedures are not in place, then as determined in the sole discretion of the Board.

(d) Employee Benefits. Employee remains entitled to participate in the group health, dental, vision, and group life insurance benefit plans, as well as the Company's 401(k) and Flexible Spending Account Plans available to all Company employees. In addition, Employee is entitled to participate in any employee benefit plans that the Company may make available to its most senior-level executive employees generally, which may include but not be limited to, profit sharing plans, 401(k) and cafeteria plans, or life, hospitalization, optical, disability, or other insurance plans as may be in effect, from time to time, and in accordance with rules established, from time to time, for individual participation in such plans.

(e) Paid Time Off. Employee shall remain entitled to take five (5) weeks of paid time off per calendar year and shall be entitled to compensation in connection therewith, in accordance with Company policy applicable to senior-level executive employees of the Company, as approved by the Chief Executive Officer in its sole discretion. Paid time off accrues on a semi-monthly basis starting on date of hire. A maximum of 120 hours are allowed to roll over to the next calendar year. The Company will pay out all unused, accrued paid time off upon Employee's separation from the Company.

3. Facilities and Services Furnished. The Company will furnish Employee with office space at its headquarters in Salt Lake City, Utah, and such other facilities, furniture, equipment and services as it may determine to be reasonably necessary for the performance of Employee's duties as set forth herein.

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4. Termination.

(a) Termination by the Company. Employee's employment hereunder may be terminated by the Company under any of the following circumstances:

(i) Death. This Agreement will shall automatically terminate upon Employee's death.

(ii) Disability. The Company may elect to terminate Employee's employment in the event of Employee's Disability upon delivery of written notice to Employee. For purposes of this Agreement, "Disability" shall mean any condition that, in the reasonable, good faith judgment of a licensed physician selected by the Company, causes Employee to be effective as of the Effective Date unable, after any accommodation required by applicable law, to perform his duties, responsibilities and will continue in effect obligations under this Agreement for a period of twenty-four (24) months at least twelve (12) months.

(iii) Cause. The Company may terminate Employee's employment hereunder for Cause (as defined below) at any time upon delivery of written notice to Employee. For purposes of this Agreement, "Cause" shall mean (A) the conviction of Employee by a court of competent jurisdiction of any felony involving dishonesty, breach of trust or misappropriation or the entering of a plea by Employee of *nolo contendere* thereto; (B) Employee's willful failure or refusal to follow reasonable and lawful directives of the Board or the Company's Chief Executive Officer, provided such failure or refusal continues after Employee's receipt of reasonable notice in writing of such failure or refusal and an opportunity of not less than thirty (30) days to correct the problem; (C) a material breach by Employee of any of the provisions of this Agreement, with notification of such breach by the process outlined Section 5(a)(iii)(B) above; or (D) Employee's commission of any immoral or illegal act or any gross or willful misconduct, where a majority of the non-employee members of the Board reasonably determines that such act or misconduct has (1) seriously undermined the ability of the Board to entrust Employee with important matters or otherwise work effectively with Employee, (2) contributed to the Company's loss of significant revenues or business opportunities, or (3) significantly and detrimentally affected the business or reputation of the Company or any of its subsidiaries.

(iv) Other Termination. The Company may terminate Employee's employment with the Company at any time and for any reason, with or without cause, subject to the provisions hereof. Employee acknowledges that Employee is, and at all times shall be, an employee at will of the Company and nothing contained herein shall be construed to alter or affect such employee at-will status. Employee may terminate his employment with the Company at any time, for any or no reason, subject to the provisions hereof. Inclusion under any benefit plan or compensation arrangement will not give Employee any right or claim to any benefit hereunder except to the extent such right has become fixed under the express terms of this Agreement.

(b) Termination by Employee. Employee may terminate Employee's employment with the Company under the following circumstances:

(i) Voluntary Termination. Employee may terminate his employment with the Company for any reason or no reason, upon delivery of written notice to the Company at least fifteen (15) days prior to the specified termination date.

(ii) Termination for Good Reason. Employee also may terminate Employee's employment with the Company for "Good Reason," which shall mean for purposes of this Agreement (A) a material breach by the Company of any of the provisions of this Agreement; (B) assignment of Employee to a role, duties or responsibilities materially inconsistent with that of senior executive management; (C) any circumstances caused by the Company that would require Employee to move his principal location of employment in excess of one hundred (100) miles from the Company's principal business location in Salt Lake City, Utah; or (D) an involuntary material reduction of Employee's then-current Base Salary other than a reduction proportionately affecting all of the Company's other senior-level executive employees. Employee must provide the Company with a written Notice of Termination that describes the existence of the condition that Employee believes gives rise to Good Reason under this Section 5(b)(ii) within thirty (30) days following the initial existence of the condition. The Company may elect to cure any condition giving rise to Good Reason within thirty (30) days of receipt of notice. Employee's termination for Good Reason must, in any event, occur within the six (6) month period immediately following the initial existence of the condition giving rise to Good Reason.

(c) Effect of Termination. In the event Employee's employment is terminated, all obligations of the Company and Employee under this Agreement shall cease, except that the accelerated vesting of Options set forth in Section 2(b) and the terms of Section 6 through Section 9 shall survive such termination. Upon such termination, Employee or Employee's representative or estate shall be entitled to receive the applicable compensation, benefits and reimbursements set forth in Section 5. Employee acknowledges that, upon termination of Employee's employment, Employee is entitled to no other compensation, severance or other benefits other than those specifically set forth in Section 5.

5. Compensation and Benefits Upon Termination of Employment. At all times after the Effective Date, unless terminated Employee shall be entitled to receive additional compensation and benefits upon a termination of Employee's employment as provided herein follows:

(a) Severance Pay. If either (i) the Company terminates Employee's employment for any reason other than Cause, death or extended by mutual agreement Disability or (ii) Employee terminates his employment for Good Reason; then, on the sixtieth (60th) day following the termination of employment, the Company shall pay Employee a lump sum amount equal to six (6) months of the Parties (the "Term").

2. Services. The scope of services provided by Consultant under this Agreement (the "Services") will include consulting with Company Base Salary at the rate in matters concerning strategic business relationships, projects and opportunities. Consultant will be reasonably available to consult by phone or in person effect at Company, or another mutually agreeable site, with Company personnel. The dates for visits to Company, if any, will be arranged by mutual agreement.

3. Entire Agreement. Except for the continued vesting of equity during the Term as provided for in Section 4 herein, and except for the continuation time of the confidentiality provisions termination of employment. If the Employment Agreement respecting information provided Company terminates Employee's employment due to Consultant during death or Disability and (y) the term of Company does not provide any disability or life, as applicable, insurance benefits payable to Employee or his beneficiaries, as applicable, upon his death or Disability and (z) the Employment Agreement, this Agreement (a) sets forth the entire agreement between Company and Consultant with regard to the Services and to the Consultant's relationship to the Company; and (b) supersedes all previous agreements and understandings between the Parties, including has previously, but not limited to necessarily in the Employment Agreement. This Agreement may be modified or amended only by an agreement then applicable calendar year, achieved Ten Million Dollars in writing signed by both Company and Consultant.

4. Compensation.

(a) Company will pay Consultant for annual gross revenue in a calendar year, then, on the Services, paid in bi-weekly installments on or about the 1st and 15th (60th) day following the termination of each month, employment due to death or Disability, the Company shall pay Employee a lump sum amount equal to six (6) months of the Base Salary at the rate in effect at the time of the termination of employment.

(b) Health Insurance. If, while participating in the amount of \$500 per hour during Company's group health insurance plan(s), either (i) the Term, up to 12 hours per week without advance approval from the Company. Consultant will not be eligible Company terminates Employee's employment for any reason other than Cause, death or compensation. Consultant will submit to the Company's Finance department regular invoices detailing the hours worked Disability or (ii) Employee terminates his employment for Good Reason, and to be paid by the Company.

(b) If Consultant if Employee elects to continue his health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") following the Separation Date, termination of his employment, then the

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Company shall pay Executive's the portion of Employee's monthly premium under COBRA until the earliest of (A) September 30, 2023; (B) (x) the close of the twelve (12) month period following Employee's termination date, (y) the expiration of Consultant's Employee's continuation coverage under COBRA; and (C) COBRA or (z) the date when Consultant becomes eligible to receive Employee receives health insurance coverage in

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connection with new employment or self-employment. If the payment of any COBRA or health insurance premiums would otherwise violate the nondiscrimination rules or cause the reimbursement of claims to be taxable under the Patient Protection and Affordable Care Act of 2010, together with the Health Care and Education Reconciliation Act of 2010 (collectively, the "Act") or Section 105(h) of the Internal Revenue Code, (the "Code"), the Company-paid Company paid premiums shall be treated as taxable payments and be subject to imputed income tax treatment to the extent necessary to eliminate any discriminatory treatment or taxation under the Act or Section 105(h) of the Code.

(c) General Release. Any other provision of this Agreement notwithstanding, subsections (a) and (b) above shall not apply unless Employee has (i) executed a general release of all claims (in a form prescribed by the Company), which must be effective and irrevocable prior to the sixtieth (60th) day following the termination of employment, (ii) returned all property of the Company will reimburse Consultant in Employee's possession and (iii) cooperated in good faith with the Company for Consultant's reasonable out-of-pocket expenses actually incurred a transition period not to exceed sixty (60) days to ensure an efficient transfer of Employee's duties and responsibilities.

6. Non-Competition; Non-Solicitation. Employee and the Company hereby acknowledge and agree that in rendering Services during connection with the Term, including travel expenses, subject to written approval by Company, which written approval may be made by e-mail. Reasonable out-of-pocket travel expenses do not include first-class travel or equivalent. Consultant employment of Employee, Employee has been and will be responsible provided with trade secrets of the Company and that Employee and the Company are entering into this Agreement for payment the protection of all federal, state and local tax obligations that arise from payments such trade secrets. Employee agrees to Consultant from Company under abide by the provisions set forth in this Agreement. Company will Section 6.

(a) Non-Competition. Employee shall not, be required to reimburse any expenses not documented with an itemized receipt.

(d) During his employment with the Company Consultant was granted options to purchase shares and during the one (1) year period following the termination of his employment with the Company (the "Restrictive Period") directly or indirectly, as a manager, member, promoter, shareholder, agent, representative, director, officer, owner, independent contractor or otherwise, or in connection with any of his consultants, employees, agents, partners, relatives, affiliates or representatives or through any third party:

(i) anywhere in the world (the "Restricted Area") compete with or own, manage, operate or control any business that directly competes in the Company's field of interest or products in the active development pipeline of the Company's common Company (for purposes of this paragraph, ownership of securities of not in excess of one percent (1%) of the outstanding capital stock of a public company shall not be considered to be competition with the Company); or

(ii) anywhere in the Restricted Area, act as an employee, director, officer, manager, member, advisor, consultant, representative or agent for any business of the type and RSUs (the "character engaged in and competitive with the Company.

(b) **Equity Non-Solicitation.** Employee shall not, during the Restrictive Period directly or indirectly, as a manager, member, promoter, shareholder, agent, representative, director, officer, owner, independent contractor or otherwise, or in connection with any of his consultants, employees, agents, partners, relatives, affiliates or representatives or through any third party, solicit the employment of or hire any current employee of the Company, or solicit a relationship with any customer of the Company, located anywhere in the Restricted Area.

(c) **Definitions.** For purposes of this Section 6, the terms "compete with the Company," pursuant "competitive with the Company," "field of interest" and similar terms referring to competition with the Company's Employee, Director Company shall mean any business that is engaged in identifying and Consultant Equity Incentive Plans commercializing biomarkers in effect on the date blood samples of each Equity grant (the "Plans"). Such Equity has various vesting schedules, under pregnant women which some Equity has vested are predictive of preterm birth and other Equity has not yet vested pregnancy complications or any other anticipated business ventures of the Company which have been discussed with the Board or amongst the senior-level executive employees as of the date of the Consultant's termination of employment. The Parties agree that effective Employee's termination.

7. **Maintaining Confidential Information.**

(a) **Company Confidential Information.** Employee hereby agrees at all times during which he provides services as a director, officer, employee or consultant of the Effective Date (i) Consultant Company ("Employee's Service"), and shall be deemed a "consultant" thereafter to hold in service with strictest confidence, and not to use, except for the benefit of the Company, throughout the term any trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, formulas, developmental or experimental work, computer lists, customer lists, business plans, financial information or other subject matter pertaining to any business of the Consulting Agreement for the purposes Company or any of any Plan applicable to any Equity, and (ii) based on the foregoing and on the effectiveness of this Agreement upon termination of employment, leaving no gap in service, all Equity shall continue to vest under the applicable Plan throughout the Term of this Consulting Agreement. Consultant acknowledges and agrees that any Equity that is currently an incentive stock option under Section 422 of the Internal Revenue Code exercised more than three (3) months after the Separation Date will result in the option being taxed as a non-qualified stock option.

5. **Confidentiality.** During the Term, Company may disclose certain information concerning its business, products, services, proposed new products, proposed new services, technology, research results, designs, techniques, formulas, computer programs, and other information and materials which embody trade secrets clients, consultants or other technical or business information which is confidential and proprietary to Company and which is not generally known to the public licensees (collectively "Confidential Information"). Consultant

Notwithstanding the above, Employee shall not have liability to the Company with regard to any Confidential Information which Employee can prove:

- (i) was in the public domain at the time it was disclosed by the Company or has entered the public domain through no fault of Employee;
- (ii) was known to Employee without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- (iii) is disclosed with the prior written approval of the Company;
- (iv) becomes known to Employee, without restriction, from a source other than the Company without breach of this Agreement by Employee and otherwise not in violation of the Company's rights; or
- (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Employee shall provide prompt notice of such court order or requirement to the Company to enable the Company to seek a protective order or otherwise prevent such disclosure.

(b) Former Employer Information. Employee hereby agrees that he will not, during Employee's Service, improperly use or disclose any proprietary information or trade secrets of his former or concurrent employers or companies, if any, and that he will not make available to the Company any unpublished document or any property belonging to his former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.

(c) Third-Party Information. Employee recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee hereby agrees, during Employee's Service and thereafter, to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out his work for the Company consistent with the Company's agreement with such third party) or otherwise make to use it for the benefit of any Confidential Information anyone other than to perform Services for the Company under this Agreement, without Company's prior written consent, which consent may be withheld in the sole discretion of Company. If Consultant is in doubt as to whether certain information is considered confidential by Company, Company, upon request, shall advise Consultant whether or such information is confidential. The obligations under this paragraph will survive termination of this Agreement. Consultant shall assume full responsibility and liability to Company for any unauthorized use or disclosure of any Confidential Information by Consultant. Consultant also hereby acknowledges that Company, at least by virtue of this Agreement, has informed Consultant, in accordance with 18 U.S.C. § 1833(b), that Consultant may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where the disclosure is made (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting third party

or investigating a suspected violation (consistent with the Company's agreement with such third party) without the express written authorization of law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, the Board.

6. (d) Ownership of Work Products and Intellectual Property. Consultant hereby assigns, transfers and conveys, and agrees to assign, transfer and convey, to Company, exclusively and perpetually, all right, title and interest throughout the world which Consultant has or may be deemed to have in, and Company shall have complete and exclusive ownership of, all ideas, discoveries, inventions, deliverables and work product, including all materials, produced or conceived or reduced to practice by Consultant pursuant to this Agreement (the "Work Product"). All Work Product, including but not limited to compositions of matter, processes, machinery and apparatus, and uses thereof, which Consultant may develop, improve, discover or invent as a result of the Services, shall be the sole property of Company and shall be immediately disclosed and assigned to Company. Consistent During Employee's employment with the above present assignment, Consultant agrees to execute such further documents and to do such further acts as may be reasonably necessary to perfect, register or enforce Company's ownership of any such Work Product. Consultant hereby appoints Company, as Consultant's attorney-in-fact (this appointment being irrevocable and coupled with an interest) to execute such documents on Consultant's behalf. Consultant hereby agrees that Company Employee shall have the right to publish, not perform consulting/business activities beyond those disclosed in its sole discretion, such Work Product. All Work Product created hereunder shall be done on a "WORKS FOR HIRE" basis.

7. Representations and Warranties. Consultant represents and warrants that all Services provided under this Agreement shall be original and independently provided Exhibit A, without use of any other third party's equipment, facilities, funding, or intellectual property rights.

8. Independent Contractor. Consultant will perform all obligations under this Agreement as an independent contractor, and not as an agent, employee or representative of Company. Consultant agrees not to purport to represent Company in any unauthorized capacity, or act on Company's behalf outside of the terms of this Agreement. Consultant hereby waives and shall indemnify and hold Company harmless from and against any and all claims for employment taxes or benefits, if any, with respect to the Services performed hereunder.

9. Assignment. This Agreement will not be assignable nor will the performance of obligations hereunder be delegable without the prior written consent of Company, the Company's Board of Directors Compensation Committee.

10. 8. Termination Availability of Equitable Remedies. Either Party may terminate Employee hereby acknowledges and agrees that a breach of Section 6 or Section 7 will cause irreparable harm and damage to the Company, that the remedy at law for the breach or threatened breach of Section 6 or Section 7 will be inadequate, and that, in addition to all other remedies available to the Company for such breach or threatened breach (including, without limitation, the right to recover damages), the Company will be entitled to injunctive relief for any breach or threatened breach of Section 6 or Section 7.

9. Miscellaneous.

(a) Notification of New Employer. In the event that Employee leaves the employ of the Company, he hereby grants consent to notification by the Company to his new employer about his rights and obligations under this Agreement.

(b) Severability. In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy, then only the portions of this Agreement which violate such statute or public policy shall be stricken. All portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Further, any court order striking any portion of this Agreement shall modify the stricken terms to give as much effect as possible to the intentions of the parties under this Agreement.

(c) Notices. Any notices, requests or consents hereunder shall be deemed given, and any instrument delivered, three (3) days after they have been mailed by first class mail, postage prepaid, one (1) day after they have been delivered by overnight courier, twelve (12) hours after such notice has been sent by facsimile, or upon receipt if delivered personally, as follows:

To the Company:

2749 Parleys Way, Suite 200

Salt Lake City, UT 84109

To Employee: To the address maintained in the Company's records

except that any of the foregoing may, from time with or without cause upon ninety (90) days' time, by written notice to the other Party. The provisions of Sections 5, 6, and 7 others, designate another address or fax number which shall survive any termination thereupon become his or expiration its effective address for the purposes of this Agreement. Section 9(c).

11. (d) Applicable Governing Law. This Agreement will shall be governed by and construed in accordance with the laws of the State of Utah, without reference giving effect to its choice conflict of law rules. Venue for any disputes arising laws principles.

(e) Successors and Assigns. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be in binding upon the successors and assigns of the Company. This Agreement is for the unique personal services of Employee, and Employee shall not be entitled to assign any state of Employee's rights or federal court in and for Salt Lake County, Utah, obligations hereunder.

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(f) Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement, and supersedes all other prior agreements and understandings with respect thereto (including the Offer Letter). This Agreement can be amended or modified only in a writing signed by Employee and the Company.

(g) No Waiver. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

(h) Headings. The headings herein contained are for reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

(i) Counterparts. This Agreement may be executed in separate one or more counterparts, each of which shall be deemed to be an original and both but all of which together shall be deemed to be will constitute one and the same agreement. Facsimile instrument.

(j) Costs and electronic signatures Expenses. The Company shall reimburse all of Employee's reasonable costs and expenses (including, without limitation, attorneys' fees), incurred in connection with the negotiation and preparation of this Agreement.

(k) Attorneys' Fees. In the event of any action at law, equity or under this Agreement to enforce or interpret the terms of this Agreement, the prevailing party shall be accepted entitled to reasonable attorneys' fees and court costs in addition to any other relief to which such party may be entitled, unless the action is one in which only a prevailing plaintiff is entitled to prevailing party fees and costs (such as originals, a Title VII action).

[Signatures(l)] Section 409A. The Company intends that the cash severance payments to which Employee is entitled on Following Page his termination of employment pursuant to Section 5 are payable on Employee's Separation from Service (as defined below) and are

exempt from, or are otherwise payable in compliance with Section 409A. The Company intends that the Company's continued payment for the cost of Employee's welfare benefits (including the payment of all COBRA administrative costs and expenses) provided by Section 5 will comply with the exception to Section 409A for reimbursements and certain other separation payments, as described in Treas. Reg. § 1.409A-1(b)(9)(v)(B), to the extent such costs are taxable and subject to imputed income treatment.

(i) Separation from Service Defined. For purposes of this Agreement, the term "termination of employment" means Employee's "Separation from Service." The term "Separation from Service" means (A) the termination of Employee's employment with the Company and all affiliates for any reason or (B) a permanent reduction in the level of bona fide services Employee provides to the Company and all affiliates to an amount that is twenty percent (20%) or less of the average level of bona fide services Employee provided to the Company and all affiliates in the immediately preceding thirty-six (36) months (or the entire time period during which Employee provided services to the Company and all affiliates if Employee has been providing such services for less than thirty-six (36) months), with the level of bona fide service calculated in accordance with Treas. Reg. § 1.409A-1(h)(1)(ii). Solely for purposes of determining whether an organization is an "affiliate" of the Company, the Company will follow the rules set forth in Treas. Reg. § 1.409A-1(h)(3) (which generally requires fifty percent

(50%) common ownership or control). Employee's employment relationship is treated as continuing while Employee is on military leave, sick leave, or other bona fide leave of absence (if the period of such leave does not exceed six (6) months; or, if longer, so long as Employee's right to reemployment with the Company or an affiliate is provided either by statute or contract). If Employee's period of leave exceeds six (6) months and his right to reemployment is not provided either by statute or by contract, the employment relationship is deemed to terminate on the first day immediately following the expiration of such six (6) month period. Whether a termination of employment has occurred will be determined based on all of the facts and circumstances and in accordance with regulations issued by the United States Treasury Department pursuant to Section 409A of the Code.

(ii) Delay in Payments. Notwithstanding any provision of this Agreement to the contrary, if any of the severance payments are subject to Section 409A and Employee is a "Specified Employee" at the time of his Separation from Service, no payments shall be made to Employee prior to the first business day following the date which is six (6) months after Employee's Separation from Service. Any amounts that would have been paid during the six (6) months following Employee's Separation from Service will be paid on the first business day following the expiration of the six (6) month period without interest thereon. Employee may not elect the taxable year of such payment. The six (6) month delay for a Specified Employee does not apply if Employee dies.

(iii) Specified Employee Defined. For purposes of this Agreement, the term "Specified Employee" means certain officers and highly-compensated employees of the Company as defined in Treas. Reg. 1.409A-1(i), and as determined in accordance with such procedures as may be adopted from time to time by the Company.

(iv) Miscellaneous Payment Provisions. If payment is not made, in whole or in part, due to a dispute between Employee and the Company, the payments shall be made in accordance with Treas. Reg. § 1.409A-3(g), as applicable. It is intended that each installment of the payments and benefits provided under Section 5 of this Agreement shall be treated as a separate "payment" for purposes of Section 409A. If an expense reimbursement or provision of in-kind benefit provided pursuant to this Agreement is not exempt from Section 409A of the Code, the following rules apply: (A) in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred; (B) the amount of reimbursable expenses incurred or provision of in-kind benefits in one tax year shall not affect the expenses eligible for reimbursement or the provision of in-kind benefits in any other tax year; and (C) the right to reimbursement for expenses or provision of in-kind benefits is not subject to liquidation or exchange for any other benefit.

(v) Ban on Acceleration or Deferral. Under no circumstances may the time or schedule of any payment made or benefit provided pursuant to this Agreement be accelerated or subject to a further deferral, except as otherwise permitted or required pursuant to regulations and other guidance issued pursuant to Section 409A of the Code.

(vi) No Elections. Employee does not have any right to make any election regarding the time or form of any payment due under this Agreement.

(vii) Compliant Operation and Interpretation. This Agreement shall be operated in compliance with the requirements of Section 409A or an exception thereto and each provision of this Agreement shall be interpreted, to the extent possible, to comply with Section 409A or to qualify for an exception thereto.

(m) Dispute Resolution; Venue.

(i) The Company and Employee shall use reasonable, good faith efforts to settle any dispute through non-binding mediation before a mutually-acceptable, neutral, third-party mediator. The mediation shall be held in Salt Lake City, Utah and administered by the CPR Institute for Dispute Resolution (the "CPR Institute") under the CPR Mediation Procedure then in effect. Unless otherwise agreed, the parties shall jointly select a single mediator from the CPR Panels of Distinguished Neutrals based on a list of mediator candidates supplied by the CPR Institute. If, within fourteen (14) days after either party makes a written request for mediation under this Section 9(m)(i), the parties have not reached agreement on the selection of a mediator, the mediator shall be selected in accordance with the CPR Mediation Procedure currently in effect. A good faith attempt at mediation shall be a condition precedent to the commencement of litigation, but nothing in this Agreement, including, but not limited to paragraph (ii) below, shall be deemed a condition precedent to any court action for injunction or other interim relief pending the outcome of mediation.

(ii) If the parties are unable to resolve the dispute by mediation in a timely manner (which, in any case, shall not exceed sixty (60) days from the first notice of mediation), either party may attempt to resolve the dispute by commencing an action (or defending or responding to such action) exclusively in the jurisdiction and venue of the courts, whether federal or state, located in Salt Lake County, Utah.

(n) The Company shall, at all times, maintain Directors & Officers insurance with a policy limit of least \$5,000,000.00 that will cover Employee in his capacity as an officer of the Company.

[Signature page follows]

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IN WITNESS WHEREOF, the ~~Parties~~ parties hereto have executed this Agreement to be effective for all purposes as of the Effective Date.

THE COMPANY:

Sera Prognostics, Inc. SERA PROGNOSTICS, INC.

By: /s/ Zhenya Lindgardt

Name: Zhenya Lindgardt

Title: CEO President and Chief Financial Officer

CONSULTANT/EMPLOYEE:

/s/ Michael Foley Austin Aerts

Name: Michael Foley Austin Aerts

Title: Chief Financial Officer

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EXHIBIT A

OUTSIDE INTERESTS

TITLE	COMPANY NAME	HOURS PER WEEK	ACTIVITIES

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Exhibit 10.3

SERA PROGNOSTICS, INC.

THIRD AMENDMENT TO LEASE Restricted Stock Unit Award Grant Notice

Restricted Stock Unit Award Grant under the Company's

2021 Equity Incentive Plan

1. Name and Address of Participant:
2. Date of Grant of
Restricted Stock Unit Award:
3. Maximum Number of Shares underlying
Restricted Stock Unit Award:
4. Vesting of Award: This Restricted Stock Unit Award shall vest as follows provided the Participant is an Employee, director or Consultant of the Company or of an Affiliate on the applicable vesting:

Number of Restricted Stock UnitsVesting Date

[INSERT VESTING PROVISIONS]

This Third Amendment The Company and the Participant acknowledge receipt of this Restricted Stock Unit Award Grant Notice and agree to Lease ("the terms of the Restricted Stock Unit Agreement attached hereto and incorporated by reference herein, the Company's 2021 Equity Incentive Plan Third Amendment and the terms of this Restricted Stock Unit Award as set forth above.

SERA PROGNOSTICS, INC.

") is entered into By:

Name:

Title:

Participant

SERA PROGNOSTICS, INC.

RESTRICTED STOCK UNIT AGREEMENT -

INCORPORATED TERMS AND CONDITIONS

AGREEMENT made as of the date of grant set forth in the Restricted Stock Unit Award Grant Notice between Sera Prognostics, Inc. (the "25th day of July, 2023 ("Effective Date Company"), by and between EASTLAND REGENCY, L.C., a Utah limited liability company ("Landlord"), and SERA PROGNOSTICS, INC., a Delaware corporation, ("and the individual whose name appears on the Restricted Stock Unit Award Grant Notice (the "Tenant Participant").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease dated August 1, 2017 ("the Company has adopted the 2021 Equity Incentive Plan (the "Lease Plan"), to promote the interests of the Company by providing an incentive for certain premises located at 2749 East Parleys Way, commonly known as Suite 200, Salt Lake City, Utah 84109 Employees, directors and Consultants of the Company and its Affiliates;

WHEREAS, pursuant to the provisions of the Plan, the Company desires to grant to the Participant restricted stock units ("Leased Premises RSUs") related to the Company's class A common stock, \$0.0001 par value per share ("Common Stock"), currently consisting in accordance with the provisions of approximately 24,267 square feet of gross rentable area, located in Regency Office Building;

WHEREAS, the Plan, all on or about June 7, 2021, Landlord the terms and Tenant entered into that certain First Amendment to Lease;

WHEREAS, on or about October 10, 2022, Landlord conditions hereinafter set forth; and Tenant entered into that certain Second Amendment to Lease;

WHEREAS, the Rental Term is set Company and the Participant understand and agree that any terms used and not defined herein have the meanings ascribed to expire of its own such terms on December 31, 2025; and

WHEREAS, Landlord and Tenant desire to modify in the Lease as follows:

AGREEMENT

Plan.
NOW, THEREFORE, in consideration and furtherance of the foregoing, promises and the mutual covenants contained herein and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant the parties hereto hereby agree as follows:

1. Grant of Award. The Company hereby grants to the following terms and conditions:

1. Participant an award for the number of RSUs set forth in the Restricted Stock Unit Award Grant Notice (the "From and after the Effective Date of this Third Amendment, Tenant shall have the right, at its sole cost and expense, to install an 18' x 12' ft. concrete pad on the north end of the Building as substantially depicted on Exhibit A" ("Patio Area Award"). Tenant shall be responsible to clean and maintain such Patio Area. Tenant shall not be required to pay Additional Rent or other fees or charges for the use Each RSU represents a contingent entitlement of the Patio Area, although it shall indemnify Landlord from Participant to receive one share of Common Stock, on the terms and against any claims or liability from events occurring conditions and subject to all the limitations set forth herein and in such Patio Area. Upon the expiration or termination Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Lease, in Landlord's sole discretion, Tenant shall, at its sole cost and expense, completely remove all concrete from the Patio Area and restore the Patio Area Plan.

2. Vesting of Award.

(a) Subject to the same condition as of terms and conditions set forth in this Agreement and the Effective Date of this Third Amendment. In Plan, the event Tenant fails to restore the Patio Area Award granted hereby shall vest as set forth in the Restricted Stock Unit Award Grant Notice and is subject to the other terms and conditions of this Agreement and the Plan. On each vesting date set forth in the Restricted Stock Unit Award Grant Notice, the Participant shall be entitled to receive such number of shares of Common Stock equivalent to the number of RSUs as set forth in the Restricted Stock Unit Award Grant Notice provided that the Participant is providing service to the Company or an Affiliate on such vesting date. Such shares of Common Stock shall thereafter be delivered by the Company to the Participant within five days of the applicable vesting date and in accordance with this Agreement and the Plan.

(b) Except as otherwise set forth in this Agreement, if the Participant ceases to be providing services for any reason by the Company or by an Affiliate (the "Termination") prior to a vesting date set forth in the Restricted Stock Unit Award Grant Notice, then as of the date on which the Participant's employment or service terminates, all unvested RSUs shall immediately be forfeited to the Company and this Agreement shall terminate and be of no further force or effect.

3. Prohibitions on Transfer and Sale. This Award (including any additional RSUs received by the Participant as a result of stock dividends, stock splits or any other similar transaction affecting the Company's securities without receipt of consideration) shall not be transferable by the Participant otherwise than (i) by will or by the laws of descent and distribution, or (ii) pursuant to a qualified domestic relations order as defined by the Internal Revenue Code or Title I of the Employee Retirement Income Security Act or the rules thereunder. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement shall be issued, during the Participant's lifetime, only to the Participant (or, in the event of legal incapacity or incompetence, to the Participant's guardian or representative). This Award shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of this Award or of any rights granted hereunder contrary to the provisions of this Section 1, Landlord 3, or the levy of any attachment or similar process upon this Award shall be null and void.

4. Adjustments. The Plan contains provisions covering the treatment of RSUs and shares of Common Stock in a number of contingencies such as stock splits. Provisions in the Plan for adjustment with respect to this Award and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference.

5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act of 1933, as amended. The Company currently has an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be granted hereunder. The Company intends to maintain this registration statement but has no obligation to do so. If the registration statement ceases to be effective for any reason, Participant will not be able to transfer or sell any of the shares of Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to sell his or her Common Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Common Stock or permit the resale of any shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

6. Rights as a Stockholder. The Participant shall have no right as a stockholder, including voting and dividend rights, with respect to the right RSUs subject to do so this Agreement.

7. Incorporation of the Plan. The Participant specifically understands and agrees that the RSUs and the shares of Common Stock to be issued under the Plan will be issued to the Participant pursuant to the Plan, a copy of which Plan the Participant acknowledges he or she has read and understands and by which Plan he or she agrees to be bound. The provisions of the Plan are incorporated herein by reference.

8. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to this Award or the shares of Common Stock to be issued pursuant to this Agreement or otherwise sold shall be the Participant's responsibility. Without limiting the foregoing, the

Participant agrees that if under applicable law the Participant will owe taxes at Tenant's sole cost each vesting date on the portion of the Award then vested the Company shall be entitled to immediate payment from the Participant of the amount of any tax or other amounts required to be withheld by the Company by applicable law or regulation. Any taxes or other amounts due shall be paid, at the option of the Administrator as follows:

- (a) through reducing the number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date in an amount equal to the statutory minimum of the Participant's total tax and expense plus other withholding obligations due and payable by the Company. Fractional shares will not be retained to satisfy any portion of the Company's withholding obligation. Accordingly, the Participant agrees that in the event that the amount of withholding required would result in a fraction of a share being owed, that amount will be satisfied by withholding the fractional amount from the Participant's paycheck;
- (b) requiring the Participant to deposit with the Company an administrative fee amount of fifteen percent (15%). Tenant shall pay Landlord cash equal to the amount determined by the Company to be required to be withheld with respect to the statutory minimum amount of the Participant's total tax and other withholding obligations due and payable by the Company or otherwise withholding from the Participant's paycheck an amount equal to such amounts within ten (10) days due and payable by the Company; or
- (c) if the Company believes that the sale of receipt shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of invoice from Landlord. If Tenant fails to provide material nonpublic information, the sale by the Participant on the applicable vesting date of such number of shares of Common Stock as the Company instructs a registered broker to sell to satisfy the Company's withholding obligation, after deduction of the broker's commission, and the broker shall be required to remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company's withholding obligation the Company agrees to pay such invoice when due, Tenant excess cash to the Participant as soon as practicable. In addition, if such sale is not sufficient to pay the Company's withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares of Common Stock, the Participant shall pay interest execute any such documents requested by the broker in order to effectuate the sale of shares of Common Stock and a late fee in accordance payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 3.06.10b5-1(c)(1)(B) under the Exchange Act.

[It is the Company's intention that the Participant's tax obligations under this Section 8 shall be satisfied through the procedure of Subsection (c) above, unless the Company provides notice of an alternate procedure under this Section, in its discretion.] The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

9. Participant Acknowledgements and Authorizations.

The Participant acknowledges the following:

2. In

- (a) The Company is not by the Plan or this Award obligated to continue the Participant as an employee, director or consultant of the Company or an Affiliate.
- (b) The Plan is discretionary in nature and may be suspended or terminated by the Company at any time.
- (c) The grant of this Award is considered a one-time benefit and does not create a contractual or other right to receive any other award under the Plan, benefits in lieu of awards or any other provisions benefits in the Lease future.
- (d) The Plan is a voluntary program of the Company and future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the amount of any award, vesting provisions and the purchase price, if any.
- (e) The value of this Third Amendment, all Award is an extraordinary item of compensation outside of the scope of the Participant's employment or consulting contract, if any. As such the Award is not part of normal or expected compensation for purposes of calculating any severance,

resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(f) The Participant (i) authorizes the Company and each Affiliate and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of the Award and the administration of the Plan; and (ii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

10. **Notices.** Any notices demands, requests, consents, approval and other communications required or permitted to by the terms of this Agreement or the Plan shall be given pursuant to the Lease and this Third Amendment (collectively "Notice(s)") shall be in writing and shall be sent by recognized courier service, facsimile, registered or certified mail, with return receipt requested, or by nationally known courier service with verification of receipt or refusal (including date of delivery or refusal), in each case with postage or delivery fees prepaid and addressed to a party at the addresses set forth below: as follows:

If to Tenant at: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. the Company:

Attn: Sera Prognostics, Inc.

One Financial Center
Boston, MA 02111 *Initial here/s/ BGJ*

With a copy to: Sera Prognostics, Inc.

Attn: General Counsel

2749 East Parleys Way Suite 200

Salt Lake City, UT 84109 *Initial here/s/ BGJ*

With a copy to: legal@seraprognostics.com *Initial here/s/ BGJ*

If to Landlord at: Eastland Regency, L.C.

c/o Woodbury Corporation
Attn: Lease Administration
Ref: #1603 – Sera Prognostics, Suite 200
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109

Attention: President

With a copy to: Eastland Regency, L.C.

c/o Woodbury Corporation
Attn: Legal Department
Ref: #1603 – Sera Prognostics, Suite 200
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109

Notices are deemed given upon receipt if to the Participant at the address set forth on the Restricted Stock Unit Award Grant Notice or to such other address or refusal addresses of delivery. From time which notice in the same manner has previously been given. Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a party may specify recognized courier service, or three business days following mailing by registered or certified mail.

11. Assignment and Successors.

(a) This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any other dispute that arises under this Agreement, whether at law or in equity, the parties hereby consent to exclusive jurisdiction in Delaware and agree that such litigation will be conducted in the state courts of Delaware or the federal courts of the United States for the District of America upon twenty (20) days' advance Notice thereof, similarly given, Delaware.

13. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the other party hereto. Notices sent by facsimile transmission, electronic mail or any other method not specifically mentioned herein shall not satisfy the requirements of this Section 2. No party may have more than three (3) addresses for Notices at any time.

3. Tenant represents extent necessary to make such provision valid and warrants to Landlord that the person executing this Third Amendment on behalf of such party has the authority to execute this Third Amendment enforceable, and the signature of such person is sufficient to bind them to the terms and provisions hereof. The person executing extent that this Third Amendment on behalf of Landlord represents and warrants that is impossible, then such person has the authority to execute this Third Amendment and bind such party to the terms hereof.

4. Each party's signature, or an electronic image thereof, shall be deemed to be an original signature. Such signatures may be delivered to excised from this Agreement, and the other party by facsimile, electronic mail, or other electronic transmission device under which validity, legality and enforceability of the signature of or on behalf of such delivering party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes; provided, however, the parties agree that in the event original counterparts rest of this Third Amendment are so delivered electronically by either party, such party Agreement shall contemporaneously deliver an original counterpart of this Third Amendment bearing not be affected thereby.

14. **Entire Agreement.** This Agreement, together with the original handwritten signature to Plan, constitutes the other party via United States Mail or reputable overnight courier service.

5. Except as specifically modified, altered, or changed by this Third Amendment; the Lease entire agreement and any amendments or extensions shall remain unchanged and in full force and effect throughout the Rental Term. Capitalized terms used in this Third Amendment that are not defined herein shall have the meanings ascribed to them in the Lease.

[Signature Pages to Follow]

IN WITNESS THEREOF, understanding between the parties hereto have with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement provided, however, in any event, this Agreement shall be subject to and governed by the Plan.

15. **Modifications and Amendments; Waivers and Consents.** The terms and provisions of this Agreement may be modified or amended as provided in the Plan. Except as provided in the Plan, the terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Third Amendment as Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

16. **Section 409A.** The Award of RSUs evidenced by this Agreement is intended to be exempt from the nonqualified deferred compensation rules of Section 409A of the date Code as a "short term deferral" (as that term is used in the final regulations and year first above written. other guidance issued under Section 409A of the Code, including Treasury Regulation Section 1.409A-1(b)(4)(i)), and shall be construed accordingly.

LANDLORD: EASTLAND REGENCY, L.C., a Utah limited liability company

By: WOODBURY CORPORATION, a Utah corporation,
Its Manager

By: 17. /s/ O. Randall Woodbury Data Privacy. By entering into this Agreement, the Participant: (i) authorizes the Company and each Affiliate, and any agent of the Company or any Affiliate administering the Plan or providing Plan recordkeeping services, to disclose to the Company or any of its Affiliates such information and data as the Company or any such Affiliate shall request in order to facilitate the grant of options and the administration of the Plan; (ii) to the extent permitted by applicable law waives any data privacy rights he or she may have with respect to such information, and (iii) authorizes the Company and each Affiliate to store and transmit such information in electronic form for the purposes set forth in this Agreement.

O. Randall Woodbury, Vice Chairman

Dated: July 25, 2023

By: /s/ W. Richards Woodbury
W. Richards Woodbury, Chairman

Dated: July 24, 2023

TENANT: SERA PROGNOSTICS, INC., a Delaware corporation

By: /s/ Ben Jackson
Ben Jackson, General Counsel

Dated: July 21, 2023

EXHIBIT "A"

PATIO AREA

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Exhibit 31.1

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, Zhenya Lindgardt, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sera Prognostics, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **August 9, 2023** **November 8, 2023**

By: /s/ Zhenya Lindgardt
Zhenya Lindgardt
Interim President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

SARBANES-OXLEY SECTION 302(a) CERTIFICATION

I, Austin Aerts, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Sera Prognostics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during

the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **August 9, 2023** **November 8, 2023**

By: /s/ Austin Aerts
Austin Aerts
Interim Chief Financial Officer
(Principal Accounting Officer and Principal Financial Officer)

Exhibit 32.1

Certification
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Sera Prognostics, Inc., a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended **June 30, 2023** **September 30, 2023** (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: **August 9, 2023** **November 8, 2023**

By: /s/ Zhenya Lindgardt
Zhenya Lindgardt
Interim President and Chief Executive Officer
Principal Executive Officer

Date: **August 9, 2023** **November 8, 2023**

By: /s/ Austin Aerts
Austin Aerts
Interim Chief Financial Officer
Principal Accounting Officer and Principal Financial Officer

DISCLAIMER

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