UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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 September 30, 2026
or
☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission File Number: 001-40323

RECURSION PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

Delaware 46-4099738
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

41 S Rio Grande Street
Salt Lake City, UT 84101
(Address of principal executive offices) (Zip code)
(385) 269 - 0203
(Registrant's telephone number, including area code)

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, par value $0.00001	RXRX	Nasdaq Global Select Market

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, a 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	☒	Non-accelerated filer	☐
Accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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 October 26, 2026, there were 622,759,259 of the registrant's Class A common stock outstanding.

TABLE OF CONTENTS

		Page
Part I	**Financial Information**	1
Item 1.	Financial Statements (unaudited)	1
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	21
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	31
Item 4.	Controls and Procedures	31
Part II	**Other Information**	33
Item 1.	Legal Proceedings	33
Item 1A.	Risk Factors	33
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	33
Item 5.	Other Information	33
Item 6.	Exhibits	33
	Signatures	35

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains "forward-looking statements" about us and our industry within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical facts are forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "would," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential," or "continue" or the negative of these terms or other similar expressions. Forward-looking statements contained in this report may include without limitation those regarding:

- our research and development programs;
- the timing and outcome of our ongoing discussions with the FDA regarding a registrational path for REC-4881, including the design and timing of initiation of a registrational trial of REC-4881 in familial adenomatous polyposis;
- the planned expansion of REC-1245 into indication-specific cohorts, including endometrial cancer, at the selected expansion dose, and the timing of additional data from our clinical trial of REC-1245;
- Sanofi's plans for the development candidate optioned under our collaboration, including the timing of any Phase 1 clinical trial, and our eligibility to receive future milestone payments and royalties under the collaboration;
- the initiation, timing, progress, results, and cost of our current and future preclinical and clinical studies, including statements regarding the design, timing of initiation, and completion of studies and related preparatory work, as well as the period during which the results of the studies will become available and key milestones will be met;
- our continued ability to achieve milestones and receive associated milestone payments and royalties from current and future collaborations;
- our ability to reduce our cash burn;
- the timing and likelihood of our ability to shift our wet-lab from a source of data generation to a model for validating data from AI-generated results and the projected impact of our ClinTech platform on our business;
- the ability and willingness of our collaborators to continue research and development activities relating to our development candidates and investigational medicines;
- future agreements with third parties in connection with the commercialization of our investigational medicines and any other approved product;
- the timing, scope, and likelihood of regulatory filings and approvals, including the timing of Investigational New Drug applications and final approval by the U.S. Food and Drug Administration, or FDA, of our current drug candidates and any other future drug candidates, as well as our ability to maintain any such approvals;
- the timing, scope, or likelihood of foreign regulatory filings and approvals, including our ability to maintain any such approvals;
- the size of the potential market opportunity for AI-enabled drug discovery and development companies, including the expected impact of AI-enabled technologies;
- the size of the potential market opportunity for our drug candidates, including our estimates of the number of patients who suffer from the diseases we are targeting;
- our ability to identify viable new drug candidates for clinical development and the rate at which we expect to identify such candidates, whether through an inferential approach or otherwise;
- our ability to develop and advance our current drug candidates and programs into, and successfully complete, clinical studies;
- our ability to reduce the time or cost or increase the likelihood of success of our research and development relative to the traditional drug discovery paradigm, including the use of data sets from our partners to accelerate the development of our AI-enabled technologies;
- our ability to improve, and the rate of improvement in, our infrastructure, datasets, biology, technology tools, and drug discovery platform, and our ability to realize benefits from such improvements;
- our ability to effectively use machine learning and artificial intelligence in our drug development process;
- our ability to leverage our collaborations and partnerships to develop our products and grow our business;
- our expectations related to the performance and benefits of the Recursion OS, and our digital chemistry platform;
- our ability to realize a return on our investment of resources and cash in our drug discovery collaborations;
- our ability to sell, license, or partner assets, including our plans to pursue partnership opportunities for REC-617 and REC-3565, and re-invest proceeds into funding our long-term strategy;
- our ability to acquire and generate datasets to train and develop our AI-enabled technologies;
- our ability to successfully compete in a highly competitive market;
- our manufacturing, commercialization, and marketing capabilities and strategies;
- our plans relating to commercializing our drug candidates, if approved, including the geographic areas of focus and sales strategy;
- our expectations regarding the approval and use of our drug candidates in combination with other drugs;
- the rate and degree of market acceptance and clinical utility of our current drug candidates, if approved, and other drug candidates we may develop;

- our competitive position and the success of competing approaches that are or may become available, including with respect to our AI-enabled technologies;
- our estimates of the number of patients that we will enroll in our clinical trials and the timing of their enrollment;
- the beneficial characteristics, safety, efficacy, and therapeutic effects of our drug candidates;
- the extent to which interim, preliminary, or topline data from our clinical trials may be predictive of final results;
- our plans for further development of our drug candidates, including additional indications we may pursue;
- our ability to adequately protect and enforce our intellectual property and proprietary technology, including the scope of protection we are able to establish and maintain for intellectual property rights covering our current drug candidates and other drug candidates we may develop, receipt of patent protection, the extensions of existing patent terms where available, the validity of intellectual property rights held by third parties, the protection of our trade secrets, and our ability not to infringe, misappropriate, or otherwise violate any third-party intellectual property rights;
- the impact of any intellectual property disputes and our ability to defend against claims of infringement, misappropriation, or other violations of intellectual property rights;
- our ability to keep pace with new technological developments, including with respect to AI;
- our ability to utilize third-party open source software and cloud-based infrastructure, on which we are dependent;
- the adequacy of our insurance policies and the scope of their coverage;
- the potential impact of a pandemic, epidemic, or outbreak of an infectious disease or natural disaster, global political instability, or warfare, and the effect of such outbreak or natural disaster, global political instability, or warfare on our business and financial results;
- our ability to maintain our technical operations infrastructure to avoid errors, delays, or cybersecurity breaches;
- our continued reliance on third parties to conduct additional clinical trials of our drug candidates, and for the manufacture of our drug candidates for preclinical studies and clinical trials;
- our ability to obtain, and negotiate favorable terms of, any collaboration, licensing, or other arrangements that may be necessary or desirable to research, develop, manufacture, or commercialize our platform and drug candidates;
- the pricing and reimbursement of our current drug candidates and other drug candidates we may develop, if approved;
- our estimates regarding expenses, future revenue, capital requirements, and need for additional financing;
- our financial performance;
- the period over which we estimate our existing cash, cash equivalents, and restricted cash, together with the net proceeds from our October 2026 underwritten offering, will be sufficient to fund our future operating expenses and capital expenditure requirements;
- our ability to raise substantial additional funding;
- the impact of current and future laws and regulations, and our ability to comply with all regulations that we are, or may become, subject to;
- the need to hire additional personnel and our ability to attract and retain such personnel;
- the impact of any current or future litigation, which may arise during the ordinary course of business and be costly to defend;
- our ability to maintain effective internal control over financial reporting and disclosure controls and procedures, including our ability to remediate the material weaknesses in internal control over financial reporting;
- our anticipated use of our existing resources and the net proceeds from our public offerings, including our October 2026 underwritten offering, and sales under our at-the-market program; and
- other risks and uncertainties, including those listed in the section titled “Risk Factors.”

We have based these forward-looking statements largely on our current expectations and projections about our business, the industry in which we operate, and financial trends that we believe may affect our business, financial condition, results of operations, and prospects. These forward-looking statements are not guarantees of future performance or development. These statements speak only as of the date of this report and are subject to a number of risks, uncertainties, and assumptions described in the section titled “Risk Factors” and elsewhere in this report. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. Except as required by applicable law, we undertake no obligation to update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, or otherwise.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this report. While we believe such information forms a reasonable basis for such statements, the information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and you are cautioned not to unduly rely upon them.

PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

Recursion Pharmaceuticals, Inc.
Condensed Consolidated Balance Sheets (unaudited)
(in thousands, except share and per share amounts)

	September 30, 2026	December 31, 2025
Assets		
Current assets		
Cash and cash equivalents	$ 549,853	$ 743,294
Restricted cash	6,657	4,594
Other receivables	34,065	24,649
Prepaid data assets	2,882	11,742
Other current assets	22,564	28,566
Total current assets	616,021	812,845
Restricted cash, non-current	5,020	6,033
Property and equipment, net	85,838	103,931
Operating lease right-of-use assets	51,198	45,339
Financing lease right-of-use assets	15,663	20,210
Intangible assets, net	273,677	309,903
Goodwill	160,710	162,158
Deferred tax assets	957	957
Other assets, non-current	12,628	12,754
Total assets	$ 1,221,712	$ 1,474,130
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable	$ 16,384	$ 18,118
Accrued expenses and other liabilities	66,651	70,230
Unearned revenue	15,811	37,605
Operating lease liabilities	12,264	12,663
Notes payable and financing lease liabilities	11,808	9,091
Total current liabilities	122,918	147,707
Unearned revenue, non-current	120,020	114,012
Operating lease liabilities, non-current	50,535	46,647
Notes payable and financing lease liabilities, non-current	93	9,564
Deferred tax liabilities	18,371	23,255
Other liabilities, non-current	3,963	2,080
Total liabilities	315,900	343,265
Commitments and contingencies (Note 7)		
Stockholders' equity		
Common stock, $0.00001 par value; 2,000,000,000 shares (Class A 1,989,032,117 and Class B 10,967,883) authorized as of September 30, 2026 and December 31, 2025; 561,067,055 shares (Class A 560,458,465, Class B zero and Exchangeable 608,590) and 528,182,693 shares (Class A 521,831,046, Class B 5,547,334 and Exchangeable 804,313) issued and outstanding as of September 30, 2026 and December 31, 2025, respectively	6	5
Additional paid-in capital	3,319,723	3,170,145
Accumulated deficit	(2,443,547)	(2,076,002)
Accumulated other comprehensive income	29,630	36,717
Total stockholders' equity	905,812	1,130,865
Total liabilities and stockholders' equity	$ 1,221,712	$ 1,474,130

See the accompanying notes to these condensed consolidated financial statements.

Recursion Pharmaceuticals, Inc.
Condensed Consolidated Statements of Operations (unaudited)
(in thousands, except share and per share amounts)

	Three months ended September 30,		Nine months ended September 30,	
	2026	**2025**	**2026**	**2025**
Revenue				
Operating revenue	$ 18,055	$ 4,983	$ 31,659	$ 38,905
Grant revenue	497	192	1,035	238
Total revenue	18,552	5,175	32,694	39,143
Operating costs and expenses				
Cost of revenue	10,045	14,687	34,026	56,678
Research and development	99,122	121,062	276,632	379,331
General and administrative	32,561	41,628	108,684	142,932
Total operating costs and expenses	141,728	177,377	419,342	578,941
Loss from operations	(123,176)	(172,202)	(386,648)	(539,798)
Other income, net	4,165	9,952	14,524	3,005
Loss before income taxes	(119,011)	(162,250)	(372,124)	(536,793)
Income tax benefit (expense)	(25)	(3)	4,579	156
Net loss	$ (119,036)	$ (162,253)	$ (367,545)	$ (536,637)
Per share data				
Net loss per share of Class A, B and Exchangeable common stock, basic and diluted	$ (0.22)	$ (0.36)	$ (0.69)	$ (1.27)
Weighted-average shares (Class A, B and Exchangeable) outstanding, basic and diluted	543,000,977	446,988,046	534,971,854	422,642,653

See the accompanying notes to these condensed consolidated financial statements.

Recursion Pharmaceuticals, Inc.
Condensed Consolidated Statements of Comprehensive Loss (unaudited)
(in thousands)

	Three months ended September 30,		Nine months ended September 30,	
	2026	**2025**	**2026**	**2025**
Net loss	$ (119,036)	$ (162,253)	$ (367,545)	$ (536,637)
Other comprehensive income (loss):				
Currency translation adjustments	1,636	(9,527)	(7,087)	41,730
Other comprehensive income (loss)	1,636	(9,527)	(7,087)	41,730
Comprehensive loss	$ (117,400)	$ (171,780)	$ (374,632)	$ (494,907)

See the accompanying notes to these condensed consolidated financial statements

Recursion Pharmaceuticals, Inc.
Condensed Consolidated Statements of Stockholders' Equity (unaudited)
(in thousands, except share amounts)

	Common Stock (Class A, B and Exchangeable)		Additional paid-in-capital	Accumulated Deficit	Accumulated other comprehensive income (loss)	Stockholders' Equity
	Shares	Amount				
Balance as of June 30, 2026	534,287,685	$ 5	$ 3,211,515	$ (2,324,511)	$ 27,994	$ 915,003
Net loss	—	—	—	(119,036)	—	(119,036)
Other comprehensive income (loss)	—	—	—	—	1,636	1,636
Stock option exercises and other	3,250,490	—	(335)	—	—	(335)
Stock-based compensation	—	—	23,028	—	—	23,028
Issuance of common stock, net of issuance costs	23,696,330	1	85,515	—	—	85,516
Balance as of September 30, 2026	561,234,505	$ 6	$ 3,319,723	$ (2,443,547)	$ 29,630	$ 905,812

	Common Stock (Class A, B and Exchangeable)		Additional paid-in-capital	Accumulated Deficit	Accumulated other comprehensive income (loss)	Stockholders' Equity
	Shares	Amount				
Balance as of December 31, 2025	528,182,693	$ 5	$ 3,170,145	$ (2,076,002)	$ 36,717	$ 1,130,865
Net loss	—	—	—	(367,545)	—	(367,545)
Other comprehensive income (loss)	—	—	—	—	(7,087)	(7,087)
Stock option exercises and other	9,355,482	—	(678)	—	—	(678)
Stock-based compensation	—	—	64,741	—	—	64,741
Issuance of common stock, net of issuance costs	23,696,330	1	85,515	—	—	85,516
Balance as of September 30, 2026	561,234,505	$ 6	$ 3,319,723	$ (2,443,547)	$ 29,630	$ 905,812

See the accompanying notes to these condensed consolidated financial statements.

Recursion Pharmaceuticals, Inc.
Condensed Consolidated Statements of Stockholders' Equity (unaudited)
(in thousands, except share amounts)

	Common Stock (Class A, B and Exchangeable)		Additional paid-in-capital	Accumulated Deficit	Accumulated other comprehensive income (loss)	Stockholders' Equity
	Shares	Amount				
Balance as of June 30, 2025	432,830,642	$ 4	$ 2,681,111	$ (1,805,589)	$ 43,620	$ 919,146
Net loss	—	—	—	(162,253)	—	(162,253)
Other comprehensive income (loss)	—	—	—	—	(9,527)	(9,527)
Stock option exercises and other	2,871,306	—	(401)	(37)	—	(438)
Stock-based compensation	—	—	25,244	—	—	25,244
Issuance of common stock, net of issuance costs	52,243,578	1	254,460	—	—	254,461
Class A shares issued for asset acquisition	3,854,975	—	20,315	—	—	20,315
Balance as of September 30, 2025	491,800,501	$ 5	$ 2,980,729	$ (1,967,879)	$ 34,093	$ 1,046,948

	Common Stock (Class A, B and Exchangeable)		Additional paid-in-capital	Accumulated Deficit	Accumulated other comprehensive income (loss)	Stockholders' Equity
	Shares	Amount				
Balance as of December 31, 2024	396,802,394	$ 4	$ 2,473,698	$ (1,431,283)	$ (7,637)	$ 1,034,782
Net loss	—	—	—	(536,637)	—	(536,637)
Other comprehensive income (loss)	—	—	—	—	41,730	41,730
Stock option exercises and other	11,645,465	—	3,772	41	—	3,813
Stock-based compensation	—	—	87,460	—	—	87,460
Issuance of common stock, net of issuance costs	79,497,667	1	395,484	—	—	395,485
Class A shares issued for asset acquisition	3,854,975	—	20,315	—	—	20,315
Balance as of September 30, 2025	491,800,501	$ 5	$ 2,980,729	$ (1,967,879)	$ 34,093	$ 1,046,948

See the accompanying notes to these condensed consolidated financial statements.

Recursion Pharmaceuticals, Inc.
Condensed Consolidated Statements of Cash Flows (unaudited) (in thousands)

	Nine months ended September 30,	
	2026	**2025**
Cash flows from operating activities		
Net loss	$ (367,545)	$ (536,637)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	54,375	64,223
Stock-based compensation	64,741	87,460
Asset impairment	—	5,956
Lease expense	15,838	17,019
Loss on disposal of a business	—	4,502
Acquired IPR&D	—	22,082
Deferred income taxes	(4,600)	219
Other, net	3,312	6,436
Changes in operating assets and liabilities:		
Other receivables and assets	(5,430)	33,775
Prepaid data assets	8,860	29,601
Accrued data liability	—	20,258
Unearned revenue	(14,606)	(30,014)
Accounts payable	(1,630)	(7,035)
Accrued development expense	808	(4,210)
Accrued expenses and other current liabilities	(4,655)	(23,246)
Lease liabilities	(13,922)	(16,124)
Net cash used in operating activities	(264,454)	(325,735)
Cash flows from investing activities		
Purchases of property and equipment	(709)	(5,225)
Purchase of an intangible asset	(1,995)	(2,158)
Decrease in cash related to disposal of a business	—	(4,438)
Purchases of investments	—	(3,806)
Net cash used in investing activities	(2,704)	(15,627)
Cash flows from financing activities		
Proceeds from issuance of common shares, net of issuance costs	85,515	395,484
Equity incentive plans	(355)	3,300
Repayment of long-term debt and finance lease liabilities	(6,753)	(6,258)
Purchase of an intangible asset	—	(3,000)
Net cash provided by financing activities	78,407	389,526
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(3,640)	15,957
Net change in cash, cash equivalents and restricted cash	(192,391)	64,121
Cash, cash equivalents and restricted cash, beginning of period	753,921	603,024
Cash, cash equivalents and restricted cash, end of period	$ 561,530	$ 667,145
Supplemental schedule of non-cash investing and financing activities		
Issuance of shares for the acquisition of an asset	—	20,315
Accrued property and equipment	669	29
Purchase of an equity investment	—	4,438

See the accompanying notes to these condensed consolidated financial statements.

Recursion Pharmaceuticals, Inc.
Notes to Condensed Consolidated Financial Statements (unaudited)

Note 1. Description of the Business

Recursion Pharmaceuticals, Inc. (Recursion, the Company, we or our) is a clinical stage TechBio company decoding biology and chemistry to industrialize drug discovery. The Recursion Operating System (Recursion OS), a platform built across diverse technologies, enables the Company to map and navigate trillions of biological and chemical relationships within the Recursion Data Universe, one of the world's largest proprietary biological and chemical datasets. The Company integrates physical and digital components as iterative loops of atoms and bits scaling wet lab biology and chemistry data organized into virtuous cycles with computational tools to rapidly translate *in silico* hypotheses into validated insights and novel chemistry.

As of September 30, 2026, the Company had an accumulated deficit of $2.4 billion. The Company expects to incur substantial operating losses in future periods and will require additional capital to advance its drug candidates. The Company does not expect to generate significant revenue until the Company successfully completes significant drug development milestones or in collaboration with third parties, which the Company expects will take a number of years. In order to commercialize its drug candidates, the Company or its partners need to complete clinical development and comply with comprehensive regulatory requirements. The Company is subject to a number of risks and uncertainties similar to those of other companies of the same size within the biotechnology industry, such as the uncertainty of clinical trial outcomes, uncertainty of additional funding and a history of operating losses.

The Company has funded its operations to date primarily through the issuance of Class A common stock (see Note 8, "Common Stock" for additional details). Additionally, the Company has received payments from its strategic partnerships (see Note 9, "Collaborative Development Contracts" for additional details). Recursion will likely be required to raise additional capital. As of September 30, 2026, the Company did not have any unconditional outstanding commitments for additional funding. If the Company is unable to access additional funds when needed, it may not be able to continue the development of its products or the Company could be required to delay, scale back or abandon some or all of its development programs and other operations. The Company's ability to access capital when needed is not assured and, if not achieved on a timely basis, could materially harm its business, financial condition and results of operations.

Recursion believes that the Company's existing cash and cash equivalents will be sufficient to fund the Company's operating expenses and capital expenditures for at least the next 12 months from the issuance date of these financial statements.

Note 2. Basis of Presentation

Basis of Presentation

The unaudited interim condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (SEC). Accordingly, certain information and footnote disclosures normally included in annual financial statements prepared in accordance with generally accepted accounting principles in the United States (U.S. GAAP) have been condensed or omitted. These unaudited interim condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes for the year ended December 31, 2025.

It is management's opinion that these condensed consolidated financial statements include all normal and recurring adjustments necessary for a fair statement of the financial position, results of operations and cash flows for the periods presented. Revenue and net loss for any interim period are not necessarily indicative of future or annual results.

Recent Accounting Pronouncements

In December 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-10, *Government Grants (Topic 832).* The new standard adds guidance to ASC 832 on the recognition, measurement and presentation of government grants. This standard will be effective for Recursion starting the

annual period of 2029 and for interim reporting periods within that annual reporting period. Early adoption is permitted. The amendments can be applied on a prospective, modified prospective or retrospective basis. Recursion is currently assessing the impact of adopting this guidance on its consolidated financial statements.

In September 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-07, *Derivatives and Hedging (Topic 815) and Revenue from Contracts with Customers (Topic 606).* The new standard refines the scope of the guidance on derivatives in Topic 815 and clarifies the guidance on share-based payments from a customer in ASC 606. This standard will be effective for Recursion starting the annual period of 2027 and for interim reporting periods within that annual reporting period. Early adoption is permitted. Recursion is currently assessing the impact of adopting this guidance on its consolidated financial statements.

In September 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-06, *Accounting for Internal-Use Software (Topic 350)*. The new standard amends specific aspects of the accounting for internal-use software costs including the criteria for capitalizing software costs. It also amends the related disclosure requirements. This standard will be effective for Recursion starting the annual period of 2028 and for interim reporting periods within that annual reporting period. Early adoption is permitted. The amendments can be applied on a prospective, modified prospective or retrospective basis. Recursion is currently assessing the impact of adopting this guidance on its consolidated financial statements.

In November 2024, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2024-03, *Disaggregation of Income Statement Expenses (Topic 220)*. The standard requires new disclosures in the notes to the financial statements about certain caption expenses presented on the face of the Income Statement including information on: purchases of inventory; employee compensation; depreciation and intangible asset amortization. Recursion must also disclose a qualitative description of the amounts remaining in expense captions that are not separately disaggregated. Recursion will adopt the ASU prospectively, beginning with its annual reporting period ending December 31, 2027. Recursion does not expect the adoption of this ASU to have a material impact on its consolidated financial statements results, as the standard affects disclosures only.

Note 3. Supplemental Financial Information

Tempus agreement

In November 2023, Recursion entered into a five-year agreement (the Tempus Agreement) with Tempus AI, Inc. (Tempus) to purchase access to their records of patient-centric multimodal oncology data and use rights for therapeutic development purposes. This data is being used to improve the training of Recursion's artificial intelligence and machine learning models and is expected to accelerate Recursion's drug discovery process. The Tempus Agreement specified that Recursion would pay annual license fees (which could be settled in cash or shares of Class A Common Stock) of $22.0 million on the first anniversary of the agreement, $32.0 million on the second anniversary of the agreement and $42.0 million on each of the third and fourth anniversaries of the agreement. Under the arrangement, the Company had the right to terminate for convenience after the first three years.

In September 2026, the Company entered into an amendment to the Tempus agreement (the Amendment). Pursuant to the Amendment, the Company agreed to extend the term of the arrangement by a year, while eliminating the Company's right to terminate for convenience. The Amendment also revised the amount of the annual license fees payable by the Company to $14.0 million, payable on each of the third, fourth, and fifth anniversaries of the effective date, with at least $4.0 million payable in cash, with the remainder in the form of shares of Class A Common Stock of the Company, cash, or a combination thereof, at the election of the Company; and decrease the aggregate total of unique records of de-identified data the Company may access during the term.

Also in September 2026, the Company entered into an RNA Foundation Model License Agreement (the TxFM License Agreement) with Tempus, pursuant to which the Company granted Tempus a non-exclusive, non-sublicensable, non-transferable, worldwide license to the Company's TxFM Model solely for use within the field of oncology. Permitted uses include diagnostic applications, clinical applications, and Tempus's internal research and development. The TxFM License Agreement has a term of two years from its effective date. In consideration for the license, Tempus will pay the Company a non-refundable license fee of $12.0 million in two installments of

$6.0 million each; the first due upon execution of the TxFM License Agreement and the other due on the first anniversary of the effective date. Tempus will also provide the Company with access to a certain number of de-identified pathology records with linked clinical data during the term of the TxFM License Agreement.

Recursion is expensing the record purchases based on a contractually agreed price as “Research and Development” expenses in the Condensed Consolidated Statements of Operations as the records are downloaded. To the extent that the Recursion payments to Tempus are greater than or less than the records purchased amount, Recursion records the applicable amount to “Prepaid data assets” or “Accrued data liability” on the Condensed Consolidated Balance Sheets, respectively. No revenues are being recorded related to the license of the TxFM model. For the three and nine months ended September 30, 2026, record purchases were $5.8 million and $8.9 million, respectively. For the three and nine months ended September 30, 2025, record purchases were zero and $49.9 million, respectively.

Accrued Expenses and Other Liabilities

(in thousands)	September 30, 2026	December 31, 2025
Accrued compensation	$ 25,081	$ 31,771
Accrued compute and software liabilities	7,297	8,278
Accrued development expenses	4,292	2,693
Accrued early discovery expenses	4,335	4,581
Accrued professional fees	1,092	1,232
Materials received not invoiced	332	703
Accrued taxes, other than income taxes	3,985	3,436
Unearned grants	3,160	—
Accrued license fees	—	3,000
Accrued other expenses	17,077	14,536
Accrued expense and other liabilities	$ 66,651	$ 70,230

Interest Income, Net

	Three months ended September 30,		Nine months ended September 30,	
(in thousands)	2026	2025	2026	2025
Interest income	$ 4,816	$ 5,540	$ 16,085	$ 16,541
Interest expense	(266)	(833)	(925)	(1,821)
Interest income, net	$ 4,550	$ 4,707	$ 15,160	$ 14,720

For the three and nine months ended September 30, 2026 and 2025, interest income primarily related to earnings on cash and cash equivalents in money market funds. Interest expense primarily related to the Company’s supercomputer financing lease. Interest income, net was included in “Other income (loss), net” on the Condensed Consolidated Statements of Operations.

Note 4. Acquisitions

RE Ventures I

In July 2025, Recursion acquired Rallybio’s interest in the joint venture, RE Ventures I, such that Recursion now owns 100% of the interest in RE Ventures I for total consideration of $20.2 million. Recursion determined that this transaction met the criteria to be accounted for as an asset acquisition since the lead asset, ENPP1 (REC-102), an

inhibitor program for the treatment of hypophosphatasia (HPP), represented substantially all of the fair value of the gross assets acquired.

Subsequent to closing, in August 2025, Recursion issued additional consideration as part of a required milestone payment. As a result, Recursion recorded an additional expense of $2.4 million.

As part of the agreement, Rallybio is eligible to receive additional milestone payments under certain conditions. Milestone payment obligations that are incurred prior to regulatory approval of the compound will be expensed as acquired IPR&D when recognized.

Sale of Exscientia GmbH

In March 2025, Recursion completed the sale of its Austrian operations (Exscientia GmbH) to Alpha Biotechnology GmbH (Alpha). As part of the sale, Recursion obtained a 49% equity interest in Alpha. For the year ended December 31, 2025, Recursion recorded a loss on the disposal of Exscientia GmbH of $4.5 million, which was classified as “Other income (loss), net” on the Condensed Consolidated Statement of Operations. Recursion also recorded a $4.4 million investment on the Condensed Consolidated Balance Sheets within “Other assets, non-current” related to its 49% equity interest in Alpha, which was determined to be an equity method investment.

Note 5. Leases

Lessee

The Company has entered into various long-term real estate operating leases primarily related to office, research and development and operating activities and an equipment financing lease related to the supercomputer. The Company’s leases have remaining terms from under one year to eight years and some of those leases include options that provide Recursion with the ability to extend the lease term, generally for five years. The options are included in the lease term when it is reasonably certain that the option will be exercised.

For the three and nine months ended September 30, 2026, the Company entered into a lease modification related to the corporate headquarters lease to extend the lease term through the second quarter of 2034. The modification resulted in an increase of $13.3 million in both the right-of-use asset and the lease liability. The modification had no impact to the Condensed Consolidated Statements of Operations.

For the nine months ended September 30, 2025, Recursion entered into operating lease modifications and terminations resulting in a decrease to the right-of-use asset and lease liability of $10.1 million. The modifications had no impact to the Condensed Consolidated Statements of Operations.

Supplemental cash flow information related to leases were:

	Nine months ended September 30,	
(in thousands)	**2026**	**2025**
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 13,042	$ 14,756
Operating cash flows from finance leases	880	1,368
Financing cash flows from finance leases	6,661	6,174
Right-of-use assets additions, modifications and termination:		
Operating leases	$ 13,315	$ (10,084)

Lessor

During the three months ended September 30, 2026, Recursion entered into three subleases for portions of the Company’s leased office and laboratory space in Salt Lake City, Utah, United States and Toronto, Ontario, Canada. The subleases have terms ranging from approximately 3 to 6 years. Each of these subleases were classified as

operating leases and as such, the Company still holds the related right-of-use assets and lease liabilities on its Condensed Consolidated Balance Sheets. The sublease income is recognized on a straight-line basis over the sublease term within “Other income, net” in the Condensed Consolidated Statements of Operations. Sublease income was not material, either individually or in the aggregate, for the three and nine months ended September 30, 2026. The subleases are not material to the condensed consolidated financial statements, either individually or in the aggregate.

Note 6. Goodwill and Intangible Assets

Goodwill

The following table summarizes the changes in the carrying amount of goodwill:

(in thousands)		
Balance as of December 31, 2025	$	162,158
Foreign currency translation adjustments		(1,448)
Balance as of September 30, 2026	$	160,710

No goodwill impairment was recorded during the three and nine months ended September 30, 2026 and 2025.

Intangible Assets, Net

The following table summarizes intangible assets:

	September 30, 2026			December 31, 2025		
(in thousands)	Gross carrying amount	Accumulated Amortization	Net carrying amount	Gross carrying amount	Accumulated Amortization	Net carrying amount
Definite-lived technology intangible assets	$ 234,036	$ (99,287)	$ 134,749	$ 236,497	$ (69,156)	$ 167,341
Definite-lived licensed intangible assets	13,073	(10,366)	2,707	11,158	(6,619)	4,539
Indefinite-lived intangible assets	136,221	—	136,221	138,023	—	138,023
Total intangible assets	$ 383,330	$ (109,653)	$ 273,677	$ 385,678	$ (75,775)	$ 309,903

Amortization expense was $10.2 million and $34.6 million during the three and nine months ended September 30, 2026, respectively. Amortization expense was $13.4 million and $37.4 million during the three and nine months ended September 30, 2025, respectively. Amortization expense was included in “Research and Development” in the Condensed Consolidated Statements of Operations. Intangible assets, net decreased by $36.2 million during the nine months ended September 30, 2026 of which $3.6 million was attributable to foreign currency translation adjustments.

No indefinite-lived intangible asset impairment charges were recorded during the three and nine months ended September 30, 2026 and 2025.

Note 7. Commitments and Contingencies

Contract Obligations

In the normal course of business, the Company enters into contracts with clinical research organizations, drug manufacturers and other vendors for preclinical and clinical research studies, research and development supplies and other services and products for operating purposes. These contracts generally provide for termination on notice and are cancellable contracts.

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 Company purchases directors and officers liability insurance coverage that provides for reimbursement to the Company for covered obligations and this is intended to limit the Company's exposure and enable it to recover a portion of any amount it pays under its indemnification obligations. The Company had no liabilities recorded for these agreements as of September 30, 2026 and December 31, 2025, as no amounts were probable.

Employee Agreements

The Company has signed employment agreements with certain key employees pursuant to which, if their employment is terminated following a change of control of the Company, the employees are entitled to receive certain benefits, including accelerated vesting of equity incentives.

Legal Matters

The Company may, from time to time, be involved in various legal proceedings arising in the normal course of business. An unfavorable resolution of any such matter could materially affect the Company's future financial position, results of operations or cash flows.

In February 2021, the Company entered into a lease agreement for laboratory and office space (the Industry Lease) with Industry Office SLC, LLC (the landlord). In March 2023, the Company sent a letter to the landlord detailing numerous construction delays and irregularities, deficiencies and deviations from applicable structural drawings and/or non-conforming conditions with applicable building codes (collectively, the Claims). On June 23, 2023, the landlord filed a lawsuit against the Company (Industry Office SLC, LLC v. Recursion Pharmaceuticals, Inc., Case No. 230904627) amended in October 2023, in the Third District Court for Salt Lake County, State of Utah (the Court), alleging anticipatory repudiation, breach of contract and breach of the implied covenant of good faith and fair dealing and seeks monetary damages and attorney's fees. As of September 30, 2026, the Company had no liability recorded for these events as an unfavorable outcome was not probable. In September 2023, the Company filed claims in the Court against the landlord alleging, among other things, breach of contract and fraudulent misrepresentation (the Counterclaims). In October 2023, the landlord filed an answer and denied the Company's allegations asserted in the Counterclaims. The Company and the landlord are currently engaged in discovery. The Company is unable to estimate the possible amount or range of damages associated with the Counterclaims.

Pledged Assets

As of September 30, 2026, assets pledged as collateral against finance leases totaled $12.4 million. Assets pledged as collateral are Lab Equipment reported in "Property and Equipment, net" on the Condensed Consolidated Balance Sheets. As of September 30, 2026, the liabilities associated with collateral pledged were solely comprised of a finance lease and had a carrying value of $11.7 million. The collateral pledged under the lease agreement may only be operated by the Company within the continental United States and must maintain a good title. The assets cannot be sold, disposed of or repledged by the Company.

Note 8. Common Stock

Common stockholders are entitled to receive dividends, as may be declared by the Company's Board of Directors. As of September 30, 2026 and December 31, 2025, no dividends had been declared.

At-The-Market Offerings

In February 2026, the Company entered into a Sales Agreement (the TD Cowen Sales Agreement) with TD Securities (USA), LLC (the TD Cowen Sales Agent), to provide for the offering, issuance and sale of up to an aggregate amount of $300.0 million of its Class A common stock from time to time in at-the-market offerings (the TD Cowen ATM Offering). The TD Cowen ATM Offering was made under a prospectus supplement dated February 24, 2026 and related prospectus filed with the Securities and Exchange Commission pursuant to the Company's automatically effective shelf registration statement on Form S-3 (Registration No. 333-284878).

For the three and nine months ended September 30, 2026, the Company sold 23.7 million shares and received net proceeds of $85.5 million. As of September 30, 2026, an amount of $213.3 million remained available for future sales under the TD Cowen Sales Agreement.

Prior to February 2026, Recursion had entered into sales agreements with Citigroup Capital Markets Inc. and Jefferies LLC. See Note 8, “Common Stock,” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025.

Valence Acquisition Exchangeable Shares

In May 2023, in connection with the acquisition of Valence Discovery Inc. (Valence), the Company entered into an agreement to issue up to 5.9 million shares of Class A common stock (the Exchangeable Shares), that may be issued upon exchange of exchangeable shares of a subsidiary of Recursion. The Exchangeable Shares are substantially the economic equivalent of the Class A shares and classified as common stock within the Company’s stockholders’ equity. The Company’s calculation of weighted-average shares outstanding includes the Exchangeable Shares. As of September 30, 2026, 5.3 million Exchangeable Shares have been redeemed for Class A shares.

Registration Rights Agreements

Tempus agreement
In November 2023, in connection with the Tempus Agreement, the Company filed a registration statement for resale of the shares of Class A common stock issued or issuable under the Tempus Agreement. A new registration statement (333-284878) was filed in February 2025 and a prospectus supplement covering all shares that have been issued under the Tempus Agreement and remained held by Tempus was filed in May 2025 and in November 2025, a prospectus supplement was filed to register shares issued to Tempus in payment for the 2025 annual fee.

After registration of any shares issued to Tempus under the Tempus Agreement, the Company has agreed to use commercially reasonable efforts to keep such registration statement effective until such date that all shares issued to Tempus covered by such registration statement have been sold.

Acquisitions
In November 2024, in connection with the acquisition of Exscientia plc (Exscientia), the Company filed a Registration Agreement providing for the resale of the shares of Class A common stock issued for Recursion stock options and RSUs. A registration statement on Form S-8 (File No. 333-283347) was filed to register the shares for resale by the holders. The registration statement must remain effective as long as such Recursion stock options and RSUs remain outstanding.

In May 2023, in connection with the acquisition of Valence, the Company entered into a Registration Agreement providing for the resale of the shares of Class A common stock and Exchange Shares issued or issuable in such transaction. A registration statement on Form S-3ASR (File No. 333-272281) was filed to register the shares for resale by the holders. The Company’s obligation to keep the registration statement effective expired in May 2026 in accordance with the terms of the Registration Agreement.

Class A and B Common Shares Authorization

In April 2021, the Company’s Board of Directors authorized two classes of common stock, Class A and Class B. The rights of the holders of Class A and B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share. Each share of Class B common stock is entitled to 10 votes per share and is convertible at any time into one share of Class A common stock. For the nine months ended September 30, 2026, all previously outstanding Class B shares converted into Class A shares. As of September 30, 2026, there were no Class B shares outstanding.

Note 9. Collaborative Development Contracts

Sanofi

Description
In January 2022, the Company and Sanofi entered into a collaboration agreement to develop an AI-driven pipeline of precision-engineered medicines. The research is focused on up to 15 novel small molecule candidates across oncology and immunology and utilizes the Company's AI platform. The Company is leading small molecule drug design and lead optimization activities with Sanofi assuming responsibility for preclinical and clinical development, manufacturing and commercialization.

Pricing
The Company received a $100.0 million non-refundable upfront payment. In September 2026, the Company achieved a $10.0 million milestone for an immunology small molecule development candidate from the Company's research collaboration. The Company has earned variable consideration related to this agreement totaling approximately $44.0 million. These relate to the aforementioned milestone, the advancement of several of the discovery programs within the collaboration and the addition of an existing Company program into the collaboration. Recursion is eligible for additional milestone payments based on performance progress of the collaboration and tiered royalties ranging from high-single-digits to mid-teens. Recursion could earn a maximum of $555.0 million from all research milestones and $1.8 billion from all development and regulatory milestones.

Accounting
Recursion has determined that it has at least eight performance obligations related to the small molecule projects. These performance obligations are for performing research and development services for Sanofi to design small molecules and perform lead optimization activities. The performance obligations also include potential licenses related to the intellectual property. The Company concluded that licenses within the contract are not distinct from the research and development services as they are interrelated due to the fact that the research and development services significantly impact the potential licenses. Any additional services are considered customer options and will be considered as separate contracts for accounting purposes.

The Company has determined the transaction price to be $166.0 million for the initial performance obligations, comprised of the upfront payment, milestones that have been achieved and estimated additional target exercises. Recursion has fully constrained the amounts of remaining variable consideration to be received from potential milestones considering the stage of development and the risks associated with the remaining development required to achieve each milestone. Recursion re-evaluates the transaction price each reporting period.

The Company recognizes revenue over time based on costs incurred relative to total expected costs to perform the research and development services. Recursion is unable to estimate the completion date of the performance obligations due to the current stage of work.

Merck KGaA (Merck)

Description
In September 2023, the Company and Merck entered into a collaboration agreement to discover novel small molecule drug candidates across oncology, neuroinflammation and immunology. The collaboration utilizes the Company's AI platform and the Company is performing drug design and discovery while Merck will be assuming responsibility for the preclinical and clinical development.

Pricing
The Company received a $20.1 million non-refundable upfront payment. Recursion is eligible for additional milestone payments based on performance progress of the collaboration and tiered royalties from the mid-single-digits to low-double-digits. The Company could earn a maximum of $73.0 million for discovery, development and sales milestones per project.

Accounting
Recursion has determined that it has three performance obligations related to the small molecule projects and the transaction price to be $20.1 million. Recursion has fully constrained the amounts of remaining variable

consideration to be received from potential milestones. Recursion re-evaluates the transaction price each reporting period.

The Company recognizes revenue over time based on costs incurred relative to total expected costs to perform the research and development services. Recursion is unable to estimate the completion date of the performance obligations due to the current stage of work.

Roche and Genentech

Description
In December 2021, Recursion entered into a collaboration and license agreement with Roche and Genentech (collectively referred to as Roche). Recursion is constructing, using the Company's imaging technology and proprietary machine-learning algorithms, unique maps of the inferred relationships amongst perturbation phenotypes in a given cellular context with the goal to discover and develop therapeutic small molecule programs in a gastrointestinal cancer indication and in key areas of neuroscience. Roche and Recursion will collaborate to select certain novel inferences with respect to small molecules or targets generated from the Phenomaps for further validation and optimization as collaboration programs. Roche and Recursion may also combine sequencing datasets from Roche with Recursion's Phenomaps and collaborate to generate new algorithms to produce multi-modal maps from which additional collaboration programs may be initiated. For every collaboration program that successfully identifies potential therapeutic small molecules or validates a target, Roche will have an option to obtain an exclusive license to develop and commercialize such potential therapeutic small molecules or to exploit such target in the applicable exclusive field.

Pricing
In January 2022, Recursion received a $150.0 million non-refundable upfront payment from the Company's collaboration with Roche. In September 2024, Recursion received a $30.0 million milestone payment ("acceptance fee 1"), which was an acceptance fee related to the first accepted neuroscience Phenomap. In October 2025, Recursion received another $30.0 million milestone payment ("acceptance fee 2"), which was an acceptance fee related to the second accepted neuroscience Phenomap. Recursion is eligible for additional milestone payments based on performance progress of the collaboration. Each of the Phenomaps requested by Roche and created by Recursion may be subject to either an initiation fee, acceptance fee or both. Such fees could exceed $250.0 million for 16 accepted Phenomaps. In addition, for a period of time after Roche's acceptance of certain Phenomaps, Roche will have the option to obtain, subject to payment of an exercise fee, rights to use outside the collaboration the raw images generated in the course of creating those Phenomaps. If Roche exercises its external use option for all 12 eligible Phenomaps, Roche's associated exercise fee payments to Recursion could exceed $250.0 million. Under the collaboration, Roche may initiate up to 40 programs, each of which, if successfully developed and commercialized, could yield more than $300.0 million in development, commercialization and net revenue milestones for Recursion, as well as tiered royalties on net revenue.

Accounting
Recursion has determined that it has three performance obligations, one related to gastrointestinal cancer and two in neuroscience. These performance obligations are for performing research and development services for Roche to identify targets and medicines. The performance obligations also include potential licenses related to the intellectual property. The Company concluded that licenses within the contract are not distinct from the research and development services as they are interrelated due to the fact that the research and development services significantly impact the potential licenses. Any additional services are considered customer options and will be considered as separate contracts for accounting purposes.

The Company has determined the transaction price to be $210.0 million, comprised of the upfront payment and the acceptance fees. The consideration did not include the $30.0 million variable consideration for the first acceptance fee until the map was accepted, which was during the third quarter of 2024. As a result of Roche's acceptance of the neuroscience Phenomap, Recursion is now recognizing the acceptance fee as part of the transaction price over the completion period of one of the neuroscience performance obligations. The consideration did not include the $30.0 million variable consideration for the second acceptance fee until the map was accepted, which was during the fourth quarter of 2025. As a result of Roche's acceptance of the neuroscience Phenomap, Recursion is now recognizing the acceptance fees as part of the transaction price over the completion period of one of the neuroscience performance obligations. Recursion has fully constrained the remaining amounts of variable consideration to be received from potential milestones considering the stage of development and the risks associated with the remaining development required to achieve each milestone. Recursion re-evaluates the transaction price each reporting period.

The Company recognizes revenue over time based on costs incurred relative to total expected costs to perform the research and development services. Recursion has estimated the completion of the performance obligations by 2028.

Additional Revenue Disclosures

Of the revenue recognized during the three and nine months ended September 30, 2026, $5.6 million and $17.0 million, respectively, was included in the unearned revenue balance as of December 31, 2025. Of the revenue recognized during the three and nine months ended September 30, 2025, $4.5 million and $36.6 million was included in the unearned revenue balance as of December 31, 2024, respectively. Revenue recognized was from the upfront and variable consideration payments received from the related contracts, which decreased the aggregate unearned revenue recognized.

Unearned revenue was classified as short-term and long-term on the Condensed Consolidated Balance Sheets based on the Company's estimate of revenue that will be recognized during the next twelve months.

Note 10. Stock-Based Compensation

In April 2021, the Board of Directors and the stockholders of the Company adopted the 2021 Equity Incentive Plan (the 2021 Plan). The Company may grant stock options, restricted stock units (RSUs), stock appreciation rights, restricted stock awards and other forms of stock-based compensation. As of September 30, 2026, 21.2 million shares of Class A common stock were available for grant in the 2021 Plan. In November 2024, the Board of Directors and the stockholders of the Company adopted the 2024 Inducement Equity Incentive Plan (the 2024 Plan) as part of the Exscientia acquisition. As of September 30, 2026, 5.5 million shares of Class A common stock were available for grant in the 2024 Plan.

The following table presents the classification of stock-based compensation expense for stock options and RSUs for employees and non-employees within the Condensed Consolidated Statements of Operations:

	Three months ended September 30,		Nine months ended September 30,	
(in thousands)	**2026**	**2025**	**2026**	**2025**
Cost of revenue	$ 1,789	$ 964	$ 3,563	$ 4,727
Research and development	11,978	14,906	33,799	46,795
General and administrative	9,114	9,174	26,819	34,911
Total	$ 22,881	$ 25,044	$ 64,181	$ 86,433

RSUs

Equity awards granted to employees primarily consist of RSUs and generally vest over three to four years. The weighted-average grant-date fair value of RSUs generally is determined based on the number of units granted and the quoted price of Recursion's common stock on the date of grant.

The following table summarizes Recursion's RSU activity during the nine months ended September 30, 2026:

	Stock units	Weighted-average grant date fair value
Outstanding as of December 31, 2025	27,489,925	$ 6.55
Granted	24,090,894	3.26
Vested	(8,687,822)	6.15
Forfeited	(5,986,687)	5.94
Outstanding as of September 30, 2026	36,906,310	$ 4.60

The fair market value of RSUs vested was $28.1 million during the nine months ended September 30, 2026. As of September 30, 2026, $157.1 million of unrecognized compensation cost related to RSUs is expected to be recognized as expense over approximately the next three years.

Note 11. Income Taxes

The Company did not incur a significant amount of U.S. income tax expense during the three and nine months ended September 30, 2026 and 2025. The Company has historically incurred operating losses and continues to maintain a full valuation allowance against substantially all of its U.S. net deferred tax assets. Foreign income tax benefits were insignificant for the three months ended September 30, 2026 and $5.5 million for the nine months ended September 30, 2026. The Company did not incur a significant amount for three and nine months ended September 30, 2025.

The Company's U.S. net operating loss ("NOL") and tax credit carryforwards are subject to review and adjustment by the Internal Revenue Service ("IRS") and may be subject to annual limitations under Section 382 of the Internal Revenue Code, as amended and similar state provisions in the event of certain ownership changes. In general, an ownership change, as defined by Section 382, occurs when the ownership of certain stockholders or public groups increases by more than 50% over a rolling three-year period. These ownership changes may limit the amount of NOLs and other tax attributes that can be utilized annually to offset future taxable income. The Company completed Section 382 studies through December 31, 2025 and concluded that ownership changes occurred in September 2017, and October 2025. As a result, the Company's ability to utilize its NOLs and other tax attributes is limited within an annual period. However, the attributes can be utilized over their lifetime. This ownership change does not result in a expense or benefit being recorded to the Company's Condensed Consolidated Statements of Operations during the three or nine months ended September 30, 2026 The Company will continue to monitor ownership changes that could result in additional limitations on the utilization of its tax attributes.

Note 12. Net Loss Per Share

For the three months ended September 30, 2026, Recursion calculated net loss per share of Class A and the Exchangeable common stock. For the nine months ended September 30, 2026 and 2025 and the three months ended September 30, 2025, Recursion calculated net loss per share of Class A, Class B and the Exchangeable common stock. Basic net loss per share is computed using the weighted-average number of shares outstanding during the period. Diluted net loss per share is computed using the weighted-average number of shares and the effect of potentially dilutive securities outstanding during the period. Potentially dilutive securities consist of stock-based compensation awards and other contingently issuable shares. For periods presented in which the Company reports a net loss, all potentially dilutive shares are anti-dilutive and as such are excluded from the calculation. For the three and nine months ended September 30, 2026 and 2025, the Company reported a net loss and therefore basic and diluted loss per share were the same.

The rights, including the liquidation and dividend rights, of the holders of the Company's Class A, Class B and the Exchangeable common stock are identical, except with respect to voting and conversion. As a result, the undistributed earnings for each period are allocated based on the contractual participation rights of the Class A, Class B and the Exchangeable common stock as if the earnings for the period had been distributed. As the liquidation and dividend rights are identical, the undistributed earnings are allocated on a proportionate basis and the resulting amount per share for Class A and the Exchangeable common stock was the same during the three months ended September 30, 2026. For the nine months ended September 30, 2026 and 2025 and the three months ended September 30, 2025, the resulting amount per share for Class A, Class B and the Exchangeable common stock was the same.

The following tables set forth the computation of basic and diluted net loss per share:

(in thousands, except share and per share amounts)	Three months ended September 30, 2026	Three months ended September 30, 2025	Nine months ended September 30, 2026	Nine months ended September 30, 2025
Numerator:				
Net loss	$ (119,036)	$ (162,253)	$ (367,545)	$ (536,637)
Denominator:				
Weighted average common shares outstanding	543,000,977	446,988,046	534,971,854	422,642,653
Net loss per share, basic and diluted	$ (0.22)	$ (0.36)	$ (0.69)	$ (1.27)

The Company excluded the following potential common shares from the computation of diluted net loss per share for the periods indicated because including them would have had an anti-dilutive effect:

	Three months ended September 30, 2026	Three months ended September 30, 2025	Nine months ended September 30, 2026	Nine months ended September 30, 2025
Stock based compensation	5,081,892	6,675,698	4,194,662	8,696,773
Tempus agreement	1,326,096	6,582,331	446,889	6,582,331
Contingent stock relating to RE Ventures I transaction	—	1,250,621	—	421,455
Total	6,407,988	14,508,650	4,641,551	15,700,559

Note 13. Fair Value Measurements

The fair value hierarchy consists of the following three levels:

- Level 1 — Valuations based on unadjusted quoted prices in active markets for identical assets that the Company has the ability to access;
- Level 2 — Valuations based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuations in which all significant inputs are observable in the market; and
- Level 3 — Valuations using significant inputs that are unobservable in the market and include the use of judgment by the Company's management about the assumptions market participants would use in pricing the asset or liability.

The Company is required to maintain a cash balance in a collateralized account to secure the Company’s credit cards. Additionally, the Company holds restricted cash related to an outstanding letter of credit issued by J.P. Morgan, which was obtained to secure certain Company obligations relating to tenant improvements. Recursion also holds restricted cash as required by a lease agreement. The Company also holds restricted cash as required by several grant agreements.

The following tables summarize the Company's assets and liabilities that are measured at fair value on a recurring basis:

		Basis of fair value measurement		
(in thousands)	September 30, 2026	Level 1	Level 2	Level 3
Assets				
Cash and cash equivalents:				
Cash	$ 25,854	$ 25,854	$ —	$ —
Money market funds	523,999	523,999	—	—
Restricted cash	11,677	11,677	—	—
Total	$ 561,530	$ 561,530	$ —	$ —

		Basis of fair value measurement		
(in thousands)	December 31, 2025	Level 1	Level 2	Level 3
Assets				
Cash and cash equivalents:				
Cash	$ 72,627	$ 72,627	$ —	$ —
Money market funds	670,667	670,667	—	—
Restricted cash	10,627	10,627	—	—
Total	$ 753,921	$ 753,921	$ —	$ —

In addition to the financial instruments that are recognized at fair value on the Condensed Consolidated Balance Sheets, the Company has certain financial instruments that are recognized at amortized cost or some basis other than fair value. The carrying amounts of these instruments are considered to be representative of their approximate fair values.

The following table summarizes the Company's financial instruments that are not measured at fair value:

	Book values		Fair values	
(in thousands)	September 30, 2026	December 31, 2025	September 30, 2026	December 31, 2025
Liabilities				
Notes payable and financing lease liabilities, current	$ 11,808	$ 9,091	$ 11,808	$ 9,091
Notes payable and financing lease liabilities, non-current	93	9,564	93	9,564
Total liabilities	$ 11,901	$ 18,655	$ 11,901	$ 18,655

Note 14. Segment Information

Segment loss

Recursion operates as a single operating segment that is managed on a consolidated basis. The Company's chief operating decision maker (CODM) is its Chief Executive Officer. The CODM uses segment net loss to evaluate the performance of its segment, analyze financial trends, compare the budget to the actual operating results and make resource allocation decisions. Segment net loss represents the Company's consolidated net loss. All corporate costs, global function support costs, overhead costs and other shared costs are included within this segment. Significant components of Recursion's segment expenses include the Company's clinical programs. These include the costs for the related candidate starting at first patient dosed in a Phase 1 trial. The internal & partnered discovery category includes expenses for pre-clinical assets and external collaborations. Platform technology &

infrastructure expenses consist of costs incurred to develop, maintain and operate the technology platform and the infrastructure that supports research and development activities. General and administrative costs primarily include the general and administrative costs within its Condensed Consolidated Statements of Operations, however it excludes depreciation, amortization and stock-based compensation, which instead are included in their respective categories.

For the three months ended September 30, 2026, Recursion revised its significant segment expenses breakout in light of the evolving composition of its activities. The comparative periods have been presented in accordance with these updated significant segment expenses.

The following table presents Recursion's segment revenue, significant segment expenses and segment net loss:

	Three months ended September 30,		Nine months ended September 30,	
(In thousands)	**2026**	**2025**	**2026**	**2025**
Revenue	$ 18,552	$ 5,175	$ 32,694	$ 39,143
Significant segment expenses				
Clinical programs	23,939	20,212	61,135	56,798
Internal & partnered discovery	32,947	50,351	98,834	122,006
Platform technology & infrastructure	20,517	24,285	60,060	86,277
General & administrative	20,783	37,107	75,450	116,135
Depreciation & amortization	16,535	21,043	54,375	64,223
Stock based compensation	23,028	25,244	64,741	87,460
Data records	5,798	—	8,860	49,859
UK R&D tax credit & other	(1,819)	(865)	(4,113)	(3,817)
Loss from operations	(123,176)	(172,202)	(386,648)	(539,798)
Other non-operating income, net	4,165	9,952	14,524	3,005
Income tax benefit (expense)	(25)	(3)	4,579	156
Total segment loss	$ (119,036)	$ (162,253)	$ (367,545)	$ (536,637)
Supplemental asset information				
Total expenditures for additions to long-lived assets	$ 1,076	$ 39	$ 1,378	$ 5,283

Note 15. Subsequent event

Underwritten Offering of Common Stock

On October 16, 2026, the Company completed the offering and sale of 61.5 million shares of Class A common stock for net proceeds of approximately $187.2 million. The offering was made pursuant to the Company's effective registration statement on Form S-3 (File No. 333-284878) and a related prospectus supplement and accompanying prospectus dated October 15, 2026.

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

The following is a discussion and analysis of the financial condition of Recursion Pharmaceuticals, Inc. (Recursion, the Company, we, us or our) and the results of our operations. This commentary should be read in conjunction with the unaudited Condensed Consolidated Financial Statements and accompanying notes appearing in Item 1, "Financial Statements" and the Company's audited consolidated financial statements and accompanying notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in the Annual Report on Form 10-K for the year ended December 31, 2025 (the 2025 Annual Report). This discussion, particularly information with respect to our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, includes forward-looking statements that involve risks and uncertainties as described under the heading "Cautionary Note Regarding Forward-Looking Statements" in this Quarterly Report on Form 10-Q. You should review the disclosure under the heading "Risk Factors" in the 2025 Annual Report, in our subsequent Quarterly Reports on Form 10-Q, including this Quarterly Report on Form 10-Q, and the Prospectus Supplement filed on October 15, 2026, for a discussion of important factors that could cause our actual results to differ materially from those anticipated in these forward-looking statements. We assume no obligation to revise or publicly release any revision to any forward-looking statements contained in this Quarterly Report on Form 10-Q, unless required by law.

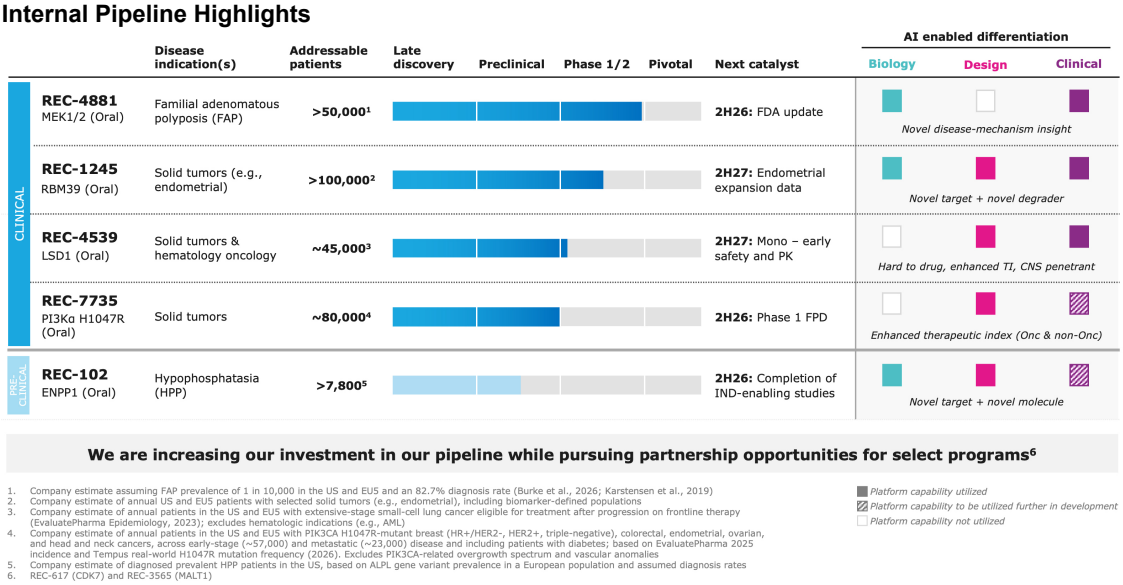
Investors and others should note that we announce material financial and other information to our investors using our investor relations website (https://ir.recursion.com/), SEC filings, press releases, public conference calls and webcasts. We use these channels as well as social media and blogs to communicate with our stakeholders and the public about our company, our services and other issues. It is possible that the information we post on social media and blogs could be deemed to be material information. Therefore, we encourage investors, the media and others interested in our company to review the information we post on the social media channels and blogs listed on our investor relations website. Information contained in, or that can be accessed through, our website is not a part of, and is not incorporated into, this report.

Overview

Recursion is a leading clinical-stage company pioneering AI-enabled drug discovery and development decoding biology to radically improve lives. Recursion is advancing a portfolio of differentiated investigational medicines across its wholly owned and partnered pipeline in oncology, rare disease, neuroscience, immunology, and other therapeutic areas with significant unmet need. Enabling its mission is the Recursion OS, an AI-native, end-to-end drug discovery and development platform integrating biology, chemistry, and clinical development into a unified intelligence system. Powered by proprietary multimodal data, purpose-built AI models, and bilingual teams fluent in both science and AI, the Recursion OS is designed to translate complex science into medicines that matter — faster, better, and at scale — for patients who are waiting.

Business Highlights

Internal Pipeline Highlights



Positive Phase 2 results from ongoing TUPELO trial of REC-4881 in FAP highlight activity across GI tract and on larger polyps

FAP is a genetically defined driver of GI cancer, affecting >50,000 patients in the US and EU5 who face major surgeries and life-long surveillance with no approved therapies, representing a potential $15 billion opportunity, based on Company estimates. Among the approximately 35,000 post-colectomy patients, upper GI disease represents the highest unmet need in FAP, due to risks of bleeding and perforation from polyp removal, high complication and morbidity rates from surgery, and higher cancer risk.

REC-4881, a potential first-in-class oral therapy granted FDA Orphan Drug and Fast Track designations, is designed to address both Wnt/β-catenin initiation and MAPK evolution pathways. The opportunity was identified through unbiased phenotypic screening using Recursion's proprietary AI foundation models, which revealed MEK1/2 inhibition as a potential way to reverse cellular phenotypes associated with APC loss, a previously unappreciated synthetic rescue relationship.

On November 2, Recursion announced further positive data from its ongoing Phase 1b/2 TUPELO trial of REC-4881, an investigational, oral MEK1/2 inhibitor in development for FAP. These data were presented by Lisa Boardman, M.D., Professor of Medicine at Mayo Clinic, in a presidential plenary session at The Collaborative Group of the Americas on Inherited Gastrointestinal Cancer (CGA-IGC) Annual Meeting in Denver, Colorado.

- **Deep, durable reductions in total polyp burden, strengthened in the expanded adult FAP population (18+)**: After 12 weeks of REC-4881 (4 mg QD), 87% of patients (13 of 15) had a reduction in total polyp burden, with a 47% median reduction; approximately 1 in 3 achieved reductions of ≥65%. Twelve weeks after stopping treatment, 85% of evaluable patients (11 of 13) remained below baseline.
- **Activity across the upper and lower GI tract, including near-clearance**: After 12 weeks of treatment, median polyp burden reductions were 55% in the upper GI and 50% in the lower GI, supporting REC-4881's potential as a single oral therapy to address FAP across the GI tract.
- **Upper GI, the area of greatest unmet need in FAP (results first reported Oct. 15)**: 92% of patients (12 of 13) had reductions after 12 weeks of treatment, with two patients achieving ≥98% reductions; half (6 of 12) improved by at least one Spigelman stage; and 92% (11 of 12) remained below baseline 12 weeks after stopping treatment.
- **New lower GI results highlight breadth of activity**: 9 of 11 patients (82%) with measurable lower GI polyp burden at baseline had reductions after 12 weeks of treatment, with a 50% median reduction and 1 in 3 achieving ≥65%; 70% of evaluable patients remained below baseline 12 weeks after stopping treatment.

- **New analysis shows substantial reductions in larger, higher-risk polyps**: 6 of 8 patients with polyps >5 mm at baseline had fewer of these polyps after 12 weeks of treatment. Four achieved reductions of ≥80%, including two whose counts fell from more than 90 polyps to one. Six of eight remained below their baseline count 12 weeks after stopping treatment.
- **No new safety signals observed**: Favorable chronic dosing safety profile. The highest-grade treatment-related adverse event was Grade 1 or 2 in 21 of 26 patients (81%) and Grade 3 in four patients (15%); one patient had no TRAEs. No Grade 4 or 5 TRAEs, and no additional discontinuations since the previous data cutoff.

The Company anticipates initiating a registrational trial in the second half of 2027, pending ongoing FDA discussions, and will provide additional details later this year.

Early data from the Phase 1 dose-escalation portion of DAHLIA, our ongoing open-label Phase 1/2 study of REC-1245, show the following (data cutoff: August 21, 2026):

REC-1245 is a potential first-in-class oral molecular glue designed to exploit a synthetic-lethal vulnerability in cancers by degrading RBM39, a splicing factor that regulates genes involved in DNA repair and stress response. The Recursion platform contributed each of the three core elements of the program: the target, the molecule and the initial hypotheses on which patients are most likely to benefit. The target emerged from Recursion's platform, which found that degrading RBM39 mimics the loss of CDK12, while sparing CDK13-associated liabilities. REC-1245 was identified within 18 months after screening only 204 compounds using Recursion's design platform. The same platform-derived biology pointed to tumors intrinsically primed by replication stress and reliance on accurate splicing, including hard-to-treat cancers such as endometrial, hepatocellular and ovarian cancers and transcriptionally driven tumors.

- Three partial responses per RECIST 1.1 criteria (2 confirmed, 1 unconfirmed) in heavily pretreated patients with endometrial cancer and hepatocellular carcinoma, all at doses of 45 mg once daily (QD) or higher, with a disease control rate of 91.7% at those doses (n=12).
- Recursion has selected 45 mg QD for exploratory expansion cohorts, including endometrial cancer, where limited second-line treatments are approved; at the 45 mg QD dose (n=10), no dose-limiting toxicities or treatment-related serious adverse events were observed, and treatment-related adverse events were predominantly Grade 1 or 2. Most frequent TRAEs were Grade 1 or Grade 2 fatigue and anemia (30% each).
- Preliminary dose expansion data in endometrial cancer are expected in the second half of 2027. Dose escalation will also continue in other solid tumor indications.

Other Portfolio Updates: REC-7735 is an orally bioavailable, precision-designed small molecule inhibitor of PI3Kα H1047R generated using the Recursion OS. In the second half of 2026, Recursion initiated the Phase 1/2 ZINNIA clinical study for patients with select PIK3CA H1047R-mutant solid tumors.

As announced in October 2026, given the promising data in REC-4881 and REC-1245, Recursion plans to continue to focus resources on its high-impact partnerships and internal programs including REC-4881 (MEK1/2 - familial adenomatous polyposis), REC-1245 (RBM39 - endometrial cancer and other solid tumors), REC-4539 (LSD1 - solid tumors and hematology), REC-7735 (PI3Kα H1047R - solid tumors) and REC-102 (ENPP1 - hypophosphatasia). Recursion intends to pursue partnership opportunities to advance REC-617 (CDK7) and REC-3565 (MALT1).

Partnered Discovery Highlights Recursion's 9th Milestone Achieved in Past Two Years

Sanofi options potential first-in-class immunology development candidate

Sanofi has optioned the first development candidate from the two companies' multi-program research collaboration. The candidate has now been added to Sanofi's development pipeline and is expected to enter Phase 1 clinical trials in 2027, with Sanofi funding and leading further development and commercialization to advance the program toward patients.

The option triggered a $10 million milestone payment to Recursion, bringing total upfront and milestone payments achieved from Sanofi under the collaboration to $144 million; Recursion is eligible for more than $300 million in additional milestones under the program, with double digit royalties on net product sales, if approved.

The potential first-in-class oral small molecule was designed to achieve a differentiated profile against a challenging dual target implicated in inflammatory disease. Optimizing for this target pair required navigating complex and competing chemistry constraints to achieve the desired balance of drug-like properties. The candidate was delivered by the combination of Recursion's integrated AI-enabled drug design platform and small-molecule chemistry capabilities with Sanofi's deep expertise in drug discovery and immunology. Recursion applied multiple computational design approaches across iterative cycles of prediction, chemical design, synthesis, and experimental validation to rapidly explore and optimize a complex chemical space.

With the first development candidate optioned, the collaboration has now achieved six progress-based milestones across five programs. Additional programs across the collaboration continue to advance. Over the next 12 months, other programs in the joint portfolio have the potential to reach development candidate and other progress-based milestones.

To learn more about this milestone, read the press release.

Genentech advanced first neuroscience target into early discovery program

In 3Q26, Genentech exercised the first Validated Target Option under the companies' neuroscience collaboration, advancing a previously unexplored neuroscience target.

The milestone provides additional early evidence that Recursion's AI-native platform can both discover and play a key role experimentally validating unexplored therapeutic targets in neuroscience, one of medicine's most challenging therapeutic areas, where decades of research have largely focused on a limited number of well-studied targets. Predictions generated from the first whole-genome CRISPR knockout map, which was built by Recursion in partnership with Roche and Genentech from a subset of over 1 trillion internally manufactured iPSC-derived neuronal cells, were rigorously jointly validated with Genentech. Only targets that consistently demonstrated compelling evidence across pathway, functional, and disease validation progress into a validation package.

Next steps will include advancing the target through small molecule design, hit generation, and validation using Recursion's AI-native chemistry platform. More broadly, the neuronal and microglial maps of biology remain reusable assets capable of being collaboratively utilized with biological, genetics, and computational expertise to generate and experimentally validate additional therapeutic hypotheses. To date, Recursion has achieved $216 million in upfront and milestone payments from the Roche and Genentech collaboration. The collaboration includes up to 40 potential small molecule discovery programs, each carrying the potential for more than $300 million in development, commercialization, and net sales milestones as well as tiered royalties up to high single digits per small molecule program for Recursion.

Potential upcoming milestones across partnered discovery:

- Potential for additional differentiated AI-enabled oral molecules to reach development candidate and late-stage discovery milestones with **Sanofi** over the next 12 months
- Translating AI-driven insights from maps of biology into new potentially novel targets from reusable high-dimensional data/maps with **Roche and Genentech**
- Using Recursion's chemistry platform to design potential first-in-class molecules for the collaboration's first neuroscience target with **Genentech**

Fred Hassan appointed Chair of the Board
Recursion announced that its Board of Directors has appointed Fred Hassan as Chair, effective October 31, 2026.

Mr. Hassan brings more than four decades of pharmaceutical leadership spanning company transformation, drug development, commercialization, investing and Board service. As Chairman and Chief Executive Officer of Schering-Plough, he led a transformation that restored sales growth and strong cash flow while expanding the company's Phase 3 pipeline from three new molecular entities to eight. He previously served as Chairman and Chief Executive Officer of Pharmacia.

Mr. Hassan also brings extensive perspective from across the biotechnology and investment ecosystem. He serves as Lead Independent Director of BridgeBio Pharma, where his Board tenure has spanned the FDA approval and U.S. launch of Attruby, and as Executive Chair of Norstella, the pharmaceutical intelligence company behind

Citeline, MMIT and Evaluate. His prior Board roles include Amgen and Prometheus Biosciences. He is also a Director at Warburg Pincus, where he previously served as Partner and Managing Director.

Real estate footprint optimization:
As part of the streamlining of our operations ,which includes the rationalization of facilities and office locations, we continue to align our real estate footprint with our current operating needs. The Company has taken several steps during the three months ended September 30, 2026, including the signing of three subleases related to portions of our Salt Lake City headquarters and our Toronto office helping to decrease our total costs. Additionally, we signed a lease extension for portions of the Company's leased office and laboratory space in Salt Lake City, Utah. This included achieving a reduction in our monthly fixed rent costs for these spaces.

Financing and Operations

Since 2024, our financing and operations activities include the following: In June 2024, we issued an aggregate of 35.4 million shares of our Class A common stock at a purchase price of $6.50 per share and received net proceeds of $216.5 million, after deducting transaction costs of $13.6 million. In September 2024, we received a Phenomap acceptance fee of $30.0 million from our collaboration with Roche. In February 2025, the Company terminated the Sales Agreement with Jefferies LLC and entered into a Sales Agreement with Citigroup Capital Markets Inc., to provide for the offering, issuance and sale of up to an aggregate amount of $500.0 million of its Class A common stock. In 2025, the Company sold 99.9 million shares and received net proceeds of $491.7 million under the agreement. Pursuant to its terms, the Sales Agreement was completed and no amount remained available for future sales. In 2025, we received multiple milestone payments related to our collaborative development contracts totaling $37.0 million, with aggregate milestone inflows in 2026 of $7.0 million. In February 2026, the Company entered into a Sales Agreement with TD Securities (USA) LLC (TD Cowen), to provide for the offering, issuance and sale of up to an aggregate amount of $300.0 million of its Class A common stock. As of September 30, 2026, the Company sold 23.7 million shares and received net proceeds of $85.5 million under the Sales Agreement with TD Cowen.

We use the capital we have raised to fund operating and investing activities across platform research operations, drug discovery, clinical development, digital and other infrastructure, creation of our portfolio of intellectual property and administrative support. We do not have any products approved for commercial sale and have not generated any revenues from product sales. Cash, cash equivalents and restricted cash totaled $561.5 million as of September 30, 2026. Based on our current operating plan, we believe that our cash and cash equivalents will be sufficient to fund our operations for at least the next twelve months.

Since inception, we have incurred significant operating losses. Our net losses were $119.0 million and $367.5 million during the three and nine months ended September 30, 2026, respectively. Our net losses were $162.3 million and $536.6 million during the three and nine months ended September 30, 2025, respectively. As of September 30, 2026, our accumulated deficit was $2.4 billion.

As of September 30, 2026, we did not have any unconditional outstanding commitments for additional funding. We anticipate that we will need to raise additional financing in the future to fund our operations, including the potential commercialization of any approved product candidates. Until such time, if ever, as we can generate significant product revenue, we expect to finance our operations with our existing cash and cash equivalents, any future equity or debt financings and upfront, milestone and royalty payments, if any, received under current or future license or collaboration agreements. We may not be able to raise additional capital on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, results of operations and financial condition may be adversely affected.

We had a valuation allowance against all of our Canadian subsidiary deferred tax assets (DTAs) as of September 30, 2026, and December 31, 2025. We intend to continue maintaining a full valuation allowance on the Canadian DTAs until there is sufficient evidence to support the reversal of all or some portion of these allowances. However, given our current earnings and anticipated future earnings of our Canadian operations, we believe that there is a reasonable possibility that within the next 12 months, sufficient positive evidence may become available to allow us to reach a conclusion that a significant portion of the valuation allowance will no longer be needed. Release of the valuation allowance would result in the recognition of certain DTAs and a decrease to income tax expense for the period the release is recorded. However, the exact timing and amount of the valuation allowance release are subject to change on the basis of the level of profitability that we are able to actually achieve.

Results of Operations

The following table summarizes our results of operations:

(in thousands, except percentages)	Three months ended September 30, 2026	2025	Change $	Change %	Nine months ended September 30, 2026	2025	Change $	Change %
Revenue								
Operating revenue	$ 18,055	$ 4,983	$ 13,072	>100%	$ 31,659	$ 38,905	$ (7,246)	(19)%
Grant revenue	497	192	305	>100%	1,035	238	797	>100%
Total revenue	18,552	5,175	13,377	>100%	32,694	39,143	(6,449)	(16)%
Operating costs and expenses								
Cost of revenue	10,045	14,687	(4,642)	(32)%	34,026	56,678	(22,652)	(40)%
Research and development	99,122	121,062	(21,940)	(18)%	276,632	379,331	(102,699)	(27)%
General and administrative	32,561	41,628	(9,067)	(22)%	108,684	142,932	(34,248)	(24)%
Total operating costs and expenses	141,728	177,377	(35,649)	(20)%	419,342	578,941	(159,599)	(28)%
Loss from operations	(123,176)	(172,202)	49,026	28 %	(386,648)	(539,798)	153,150	28 %
Other income, net	4,165	9,952	(5,787)	(58)%	14,524	3,005	11,519	>100%
Loss before income tax benefit	(119,011)	(162,250)	43,239	27 %	(372,124)	(536,793)	164,669	31 %
Income tax benefit (expense)	(25)	(3)	(22)	n/m	4,579	156	4,423	>100%
Net loss	$ (119,036)	$ (162,253)	$ 43,217	27 %	$ (367,545)	$ (536,637)	$ 169,092	32 %

n/m = Not meaningful

Revenue

The following table summarizes our components of revenue:

(in thousands, except percentages)	Three months ended September 30, 2026	2025	Change $	Change %	Nine months ended September 30, 2026	2025	Change $	Change %
Revenue								
Operating revenue	$ 18,055	$ 4,983	$ 13,072	>100%	$ 31,659	$ 38,905	$ (7,246)	(19)%
Grant revenue	497	192	305	>100%	1,035	238	797	>100%
Total revenue	$ 18,552	$ 5,175	$ 13,377	>100%	$ 32,694	$ 39,143	$ (6,449)	(16)%

Operating revenue is generated through research and development agreements derived from strategic alliances. We are entitled to receive variable consideration as certain milestones are achieved. The timing of revenue recognition is not directly correlated to the timing of cash receipts.

For the three months ended September 30, 2026, the increase in revenue compared to the prior period was primarily due to our Sanofi partnership, for which the Company achieved a $10.0 million milestone for an immunology small molecule development candidate.

For the nine months ended September 30, 2026, the decrease in revenue compared to the prior period was due to a decrease in revenue recognized from Roche due to the successful completion of certain project phases in the prior period.

Cost of Revenue

The following table summarizes our cost of revenue:

(in thousands, except percentages)	Three months ended September 30, 2026	2025	Change $	Change %	Nine months ended September 30, 2026	2025	Change $	Change %
Total cost of revenue	$ 10,045	$ 14,687	$ (4,642)	(32)%	$ 34,026	$ 56,678	$ (22,652)	(40)%

Cost of revenue consists of the Company's costs to provide services for drug discovery required under performance obligations with partnership customers. These primarily include materials costs, service hours performed by our employees and depreciation of property and equipment.

For the three and nine months ended September 30, 2026, the change in cost of revenue compared to the prior period was due to a decrease in costs of revenue recognized from Roche, which was due to the shifting scope of work across our various performance obligations as certain phases of the projects reached completion.

Research and Development

The following table summarizes our components of research and development expense:

(in thousands, except percentages)	Three months ended September 30, 2026	2025	Change $	Change %	Nine months ended September 30, 2026	2025	Change $	Change %
Clinical								
FAP REC-4881	5,750	2,101	3,649	>100%	12,705	6,925	5,780	83 %
RBM39 REC-1245	3,996	1,193	2,803	>100%	9,657	5,643	4,014	71 %
Other clinical programs	14,193	16,918	(2,725)	(16)%	38,773	44,230	(5,457)	(12)%
Internal & partnered discovery	8,672	34,009	(25,337)	(75)%	22,776	60,198	(37,422)	(62)%
Platform technology & infrastructure	11,613	9,513	2,100	22 %	34,505	31,824	2,681	8 %
Personnel	24,574	23,917	657	3 %	71,121	82,162	(11,041)	(13)%
Stock based compensation	12,053	16,423	(4,370)	(27)%	34,112	48,312	(14,200)	(29)%
Depreciation & amortization	12,473	16,988	(4,515)	(27)%	44,123	50,178	(6,055)	(12)%
Data records	5,798	—	5,798	n/m	8,860	49,859	(40,999)	(82)%
Total research and development expense	$ 99,122	$ 121,062	$ (21,940)	(18)%	$ 276,632	$ 379,331	$ (102,699)	(27)%

n/m = Not meaningful

Research and development (R&D) expenses account for a significant portion of our operating expenses. We recognize research and development expenses as they are incurred. Research and development expenses consist of costs incurred in performing activities including:

- costs to develop and operate our platform;
- costs of discovery efforts which may lead to development candidates, including research materials and external research;
- costs for clinical development of our investigational products;
- costs for materials and supplies associated with the manufacture of active pharmaceutical ingredients, investigational products for preclinical testing and clinical trials;
- personnel-related expenses, including salaries, benefits bonuses and stock-based compensation for employees engaged in research and development functions;
- costs associated with operating our digital infrastructure;
- other indirect and allocated expenses incurred as a result of research and development activities, including those for facilities, depreciation, amortization and insurance; and

- certain cash refundable research and development tax credits including the research and development expenditure credit (RDEC) in the United Kingdom.

We recognize expenses associated with third-party contracted services as they are incurred. Upon termination of contracts with third parties, our financial obligations are generally limited to costs incurred or committed to date. Any advance payments for goods or services to be used or rendered in future research and product development activities pursuant to a contractual arrangement are classified as prepaid expenses until such goods or services are rendered.

For the three months ended September 30, 2026, Recursion revised its research and development breakout in light of the evolving composition of its R&D activities. The comparative periods have been presented in accordance with these updated R&D categories.

Significant components of research and development expense include our clinical expenses by product candidate. These include the costs for the related candidate starting at first patient dosed in a Phase 1 trial, including personnel costs and an allocation of indirect costs, these costs are tracked by candidate. The internal and partnered discovery category includes expenses for pre-clinical assets and external collaborations. Platform technology and infrastructure expenses consist of costs incurred to develop, maintain and operate the technology platform and the infrastructure that supports research and development activities. These costs are not tracked by candidate. The personnel category includes all personnel expenses other than those attributed to clinical candidates. Data records primarily relate to Tempus records purchased.

Research and development expenses were $99.1 million for the three months ended September 30, 2026, a decrease of $21.9 million, or 18%, compared to $121.1 million for the same period in 2025. Clinical costs increased by $3.7 million overall. Costs for our FAP REC-4881 and RBM39 REC-1245 programs rose by a combined $6.5 million as trials relating to these assets progressed. This increase was partially offset by a $2.7 million reduction in other clinical expenses as we decreased investment in other clinical programs. Internal and partnered discovery costs decreased by $25.3 million, primarily because the prior-year period included $22.8 million of in-process research and development (IPR&D) costs related to the acquisition of ENPP1. Stock-based compensation decreased by $4.4 million as a result of reduced headcount and the timing and value of award issuances. Depreciation and amortization decreased by $4.5 million due to assets becoming fully depreciated. Data records expense was $5.8 million, compared to none in the prior-year period, reflecting the timing of record purchases under our agreement with Tempus.

Research and development expenses were $276.6 million for the nine months ended September 30, 2026, a decrease of $102.7 million, or 27%, compared to $379.3 million for the same period in 2025. Clinical costs increased by $4.3 million overall. Costs for our FAP REC-4881 and RBM39 REC-1245 programs rose by a combined $9.8 million as trials relating to these assets progressed. This increase was partially offset by a $5.5 million reduction in other clinical expenses as we decreased investment in other clinical programs. Internal and partnered discovery costs decreased by $37.4 million, which included the effect of the $22.8 million of ENPP1 IPR&D costs incurred in the prior-year period and internal efficiencies. Personnel costs and stock-based compensation decreased by $11.0 million and $14.2 million, respectively, as a result of headcount reductions and the timing and value of stock-based award issuances. Depreciation and amortization decreased by $6.1 million due to assets becoming fully depreciated. Data records expense decreased by $41.0 million, reflecting the timing of record purchases under our agreement with Tempus.

General and Administrative Expense

The following table summarizes our general and administrative expense:

(in thousands, except percentages)	Three months ended September 30,		Change		Nine months ended September 30,		Change	
	2026	2025	$	%	2026	2025	$	%
Total general and administrative expense	$ 32,561	$ 41,628	$ (9,067)	(22)%	$ 108,684	$ 142,932	$ (34,248)	(24)%

We expense general and administrative costs as incurred. General and administrative expenses consist primarily of salaries; including employee benefits and stock-based compensation. General and administrative expenses also

include facilities, depreciation, information technology, professional fees for auditing and tax, legal fees for corporate and patent matters and insurance costs.

For the three months ended September 30, 2026, the decrease in general and administrative expense compared to the prior period was primarily driven by a decrease in infrastructure technology expense and professional service costs.

For the nine months ended September 30, 2026, the decrease in general and administrative expense compared to prior period was primarily driven by a decrease in salaries of $10.9 million as a result of headcount reductions in the year, in addition to one-time transaction costs in the prior year associated with the Exscientia acquisition including impairment charges of $6.0 million in relation to leasehold improvements.

Other Income, Net

The following table summarizes our components of other income, net:

	Three months ended September 30,		Change		Nine months ended September 30,		Change	
(in thousands, except percentages)	**2026**	**2025**	**$**	**%**	**2026**	**2025**	**$**	**%**
Interest income	$ 4,816	$ 5,540	$ (724)	(13)%	$ 16,085	$ 16,541	$ (456)	(3)%
Interest expense	(266)	(833)	567	(68)%	(925)	(1,821)	896	(49)%
Other	(385)	5,245	(5,630)	n/m	(636)	(11,715)	11,079	n/m
Other income, net	$ 4,165	$ 9,952	$ (5,787)	(58)%	$ 14,524	$ 3,005	$ 11,519	>100%

n/m = Not meaningful

For the three months ended September 30, 2026, the decrease in other income was primarily driven by foreign currency and investing activities during the three months ended September 30, 2025.

For the nine months ended September 30, 2026, the increase in other income, net compared to the prior period related to our loss on disposal of Exscientia GmbH and our Vienna lease termination for the nine months ended September 30, 2025.

Liquidity and Capital Resources

Sources of Liquidity

We have not yet commercialized any products and do not expect to generate revenue from the sales of any product candidates for at least several years. Cash, cash equivalents and restricted cash totaled $561.5 million and $753.9 million as of September 30, 2026 and December 31, 2025, respectively.

We have incurred operating losses and experienced negative operating cash flows and we anticipate that the Company will continue to incur losses for at least the foreseeable future. Our net loss was $119.0 million and $367.5 million during the three and nine months ended September 30, 2026, respectively. Our net loss was $162.3 million and $536.6 million during the three and nine months ended September 30, 2025, respectively. As of September 30, 2026, we had an accumulated deficit of $2.4 billion.

Since 2024, we have financed our operations primarily through Class A common stock issuances. As of September 30, 2026, we have received net proceeds of $914.5 million from Class A common stock issuances. See Note 8, “Common Stock” to the Condensed Consolidated Financial Statements for additional details on Class A common stock issuances. Additionally, from January 1, 2024 through September 30, 2026, we have received $78.0 million in proceeds from our strategic partnerships. See Note 9, “Collaborative Development Contracts” to the Condensed Consolidated Financial Statements for additional details on the strategic partnerships.

Cash Flows

The following table is a summary of the Condensed Consolidated Statements of Cash Flows for each of the periods presented below:

	Nine months ended September 30,	
(in thousands)	**2026**	**2025**
Cash used in operating activities	(264,454)	(325,735)
Cash used in investing activities	(2,704)	(15,627)
Cash provided by financing activities	78,407	389,526

Operating Activities
Cash used by operating activities decreased during the nine months ended September 30, 2026 as a result of lower costs incurred for research and development and general and administrative primarily due to improved operating efficiencies as part of its ongoing strategy.

Cash used by operating activities increased during the nine months ended September 30, 2025 as a result of higher costs incurred for research and development and general and administrative primarily due to the Company’s acquisition of Exscientia. This included Exscientia GmbH disposal related payments of $9.7 million and severance payments of $14.3 million.

Investing Activities
Cash used by investing activities during the nine months ended September 30, 2026 consisted primarily of the purchase of an intangible asset of $2.0 million.

Cash used by investing activities during the nine months ended September 30, 2025 consisted primarily of the disposal of Exscientia GmbH of $4.4 million and property and equipment purchases of $5.2 million.

Financing Activities
Cash provided by financing activities during the nine months ended September 30, 2026 primarily included proceeds of $85.5 million from common stock issuances. Financing outflows included repayment of long-term debt and financing lease liabilities of $6.8 million.

Cash provided by financing activities during the nine months ended September 30, 2025 primarily included proceeds of $395.5 million from common stock issuances. Financing outflows included a $3.0 million payment for the purchase of an intangible asset.

Critical Accounting Estimates and Policies

A summary of the Company's significant accounting estimates and policies is included in Note 2, "Summary of Significant Accounting Policies" in our 2025 Annual Report. There were no significant changes in the Company's application of its critical accounting policies during the nine months ended September 30, 2026.

Recently Issued and Adopted Accounting Pronouncements

See Note 2, "Basis of Presentation" in Item 1 of this Quarterly Report on Form 10-Q for information regarding recently issued and adopted accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Risk

We are exposed to market risk related to changes in interest rates on our investment portfolio of cash and cash equivalents. As of September 30, 2026, our cash and cash equivalents consisted of money market funds. Our primary exposure to market risk is interest income sensitivity, which is affected by changes in interest rates. A hypothetical 100 basis point decrease in interest rates as of September 30, 2026, would have an insignificant effect on net loss in the ensuing year.

Foreign Currency Exchange Risk

Our employees and our operations are primarily located in the United States, United Kingdom and Canada and our expenses are primarily denominated in U.S. dollars, Great British pounds and Canadian dollars. We also have entered into a limited number of contracts with vendors for research and development services that have underlying payment obligations denominated in foreign currencies. We are subject to foreign currency transaction gains or losses on our contracts denominated in foreign currencies. To date, foreign currency transaction gains and losses have not been material to our financial statements and we do not have a formal hedging program with respect to foreign currency. A 10% increase or decrease in current exchange rates would have an insignificant effect on our financial results during the three and nine months ended September 30, 2026 and 2025.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

The Company has established disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) designed to provide reasonable assurance that information required to be disclosed in the reports that the Company files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to management, including the principal executive officer (our Chief Executive Officer) and principal financial officer (our Chief Financial Officer), to allow timely decisions regarding required disclosure. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Our management has evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives as management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our disclosure controls and procedures have been designed to provide reasonable assurance of achieving their objectives. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that, as of September 30, 2026, our disclosure controls and procedures were ineffective due to the material weaknesses in internal control over financial reporting disclosed in Part II, Item 9A of our Annual Report on Form 10-K for the year ended December 31, 2025.

Remediation of Material Weaknesses

The following remediation actions have been taken as of September 30, 2026 related to the material weaknesses for the acquired Exscientia business:

- We have designed and implemented certain information technology general controls.
- We have designed and implemented certain processes and controls to appropriately analyze, record and disclose accounting matters timely and accurately while maintaining appropriate segregation of duties.
- We completed an implementation of a new enterprise resource planning ("ERP") system and a Purchase to Pay (P2P) system. In the process of deploying these new systems, we designed and implemented new, or otherwise enhanced existing, internal control activities to complement operational and administrative process changes required to support the functionality of our new ERP and P2P systems.

In connection with the remediation actions described above, we are in the process of integrating Exscientia's operations into our overall system of internal control over financial reporting.

We believe the above actions will be effective in remediating the material weaknesses described above. However, the material weaknesses cannot be considered remediated until controls operate for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively. As such, we were unable to conclude that the material weaknesses have been remediated as of September 30, 2026.

Changes in Internal Control Over Financial Reporting

For the three months ended September 30, 2026, management was in the process of integrating the internal controls of the acquired business (Exscientia) into Recursion's existing operations as part of planned integration activities. There were no other changes in internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended September 30, 2026 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.

The Company may, from time to time, be involved in various legal proceedings arising in the normal course of business. An unfavorable resolution of any such matter could materially affect the Company's future financial position, results of operations or cash flows. For more information pertaining to legal proceedings, see Part I, Item 1, Note 7, "Commitments and Contingencies," which is incorporated herein by reference.

Item 1A. Risk Factors.

Investing in our common stock involves a high degree of risk. For a detailed discussion of the risks that affect our business, please refer to the section titled Part I, Item 1A. "Risk Factors" of our 2025 Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

(a) Sales of Unregistered Securities

Stock Option Exercises

For the nine months ended September 30, 2026, we issued 4,800 shares of our Class A common stock to our employees, directors, advisors and consultants upon the exercise of stock options under our Key Personnel Incentive Stock Plan for aggregate consideration of approximately $2 thousand, in reliance on the exemption provided by Rule 701(b)(2) promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act, relative to transactions by an issuer not involving any public offering, to the extent an exemption from such registration was required. All recipients either received adequate information about our company or had access, through employment or other relationships, to such information.

Item 5. Other Information.

None

Item 6. Exhibits.

Exhibit Index:

		Incorporated by Reference				
Exhibit number	Description	Form	File No.	Exhibit No.	Filing Date	Filed / Furnished Herewith
2.1*	Transaction Agreement by and between Recursion Pharmaceuticals, Inc. and Exscientia plc dated as of August 8, 2024.	8-K	001-40323	2.1	August 8, 2024	
3.1	Amended and Restated Certificate of Incorporation of Recursion Pharmaceuticals, Inc.	8-K	001-40323	3.1	April 21, 2021	
3.2	Amended and Restated Bylaws of Recursion Pharmaceuticals, Inc.	8-K	001-40323	3.1	January 31, 2024	
4.1	Specimen Class A common stock certificate of the Registrant.	S-1/A	333-254576	4.2	April 15, 2021	
4.2	Exchangeable Share Support Agreement, dated May 8, 2023.	S-3ASR	333-272281	4.2	May 30, 2023	
4.3	Registration Rights Agreement, dated October 24, 2022, by and among the Company and the Purchasers.	8-K	001-40323	10.2	October 25, 2022	
4.4	Registration Agreement, dated May 16, 2023, by and among the Registrant, Valence Discovery, Inc., and certain shareholders of Valence Discovery, Inc.	S-3ASR	333-272281	4.3	May 30, 2023	
4.5	Registration Agreement, dated May 25, 2023, by and among the Registrant, Recursion Canada Inc., and certain shareholders of Cyclica Inc.	8-K	001-40323	4.1	June 9, 2023	
4.6	Registration Rights Agreement, dated July 11, 2023, by and among the Registrant and NVIDIA.	8-K	001-40323	10.2	July 12. 2023	

10.1	Amendment to the Master Agreement between the Company and Tempus AI, Inc. dated August 4, 2026.	X
10.2#*	Amendment to the Master Agreement between the Company and Tempus AI, Inc. dated September 15, 2026.	X
10.3#*	RNA Foundation Model License Agreement between the Company and Tempus AI, Inc. dated November 3, 2023, as amended.	X
10.4*	Eleventh Amendment to the Office Lease by and between Vestar Gateway, LLC and Registrant, dated July 31, 2026.	X
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.	X
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.	X
32.1**	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X
101.INS	XBRL Instance Document	X
101.SCH	XBRL Taxonomy Extension Schema Document	X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	X

+	Indicates a management contract or compensatory plan.
#	Portions of the exhibit, marked by brackets and asterisks [***], have been omitted because the omitted information is not material and (i) would likely cause competitive harm to the registrant if publicly disclosed or (ii) is information that the registrant treats as private or confidential.
*	Exhibits and/or schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted exhibits and schedules upon request by the SEC; provided, however, that the registrant may request confidential treatment pursuant to Rule 24b-2 under the Exchange Act for any exhibits or schedules so furnished.
**	The certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Quarterly Report on Form 10-Q and will not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the Registrant specifically incorporates it by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized on November 2, 2026.

RECURSION PHARMACEUTICALS, INC.

By: /s/ Najat Khan
Najat Khan
Chief Executive Officer
(Principal Executive Officer)

By: /s/ Ben Taylor
Ben Taylor
Chief Financial Officer
(Principal Financial and Accounting Officer)

August 4, 2026

Tempus AI, Inc.
600 W Chicago Ave, Ste. 510
Chicago, IL 60654
Attn: Legal

Re: Amendment to Master Agreement between Tempus AI, Inc. and Recursion Pharmaceuticals, Inc.

Dear Ryan:

Reference is made to that certain Master Agreement, effective as of November 3, 2023 (the "**Agreement**"), by and between Tempus AI, Inc. (f/k/a Tempus Labs, Inc., "**Tempus**") and Recursion Pharmaceuticals, Inc. ("**Recursion**" or "**Client**"). Capitalized terms used but not defined in this letter agreement (this "**Letter Agreement**") have the meanings given to them in the Agreement.

The Parties have agreed to amend the Agreement as follows:

Effective as of the date of last signature below, the second sentence of Section 9.b. (Termination) of the Agreement is hereby deleted in its entirety and replaced with the following sentence:

> "In addition, after the first three (3) years of the Term, Client may terminate this Agreement at its convenience and at any time by providing at least *forty-five (45)* days written notice to the other Party, however, such termination will not apply to any ongoing Order Form(s) unless otherwise mutually agreed by the Parties, and applicable terms of the Agreement will survive until the surviving Order Form(s) are completed or terminated."

Except as expressly amended by this Letter Agreement, the Agreement remains unmodified and in full force and effect in accordance with its terms. This Letter Agreement is incorporated into and forms a part of the Agreement. This Letter Agreement may be executed in counterparts (including electronic signatures), each of which is deemed an original and all of which together constitute one instrument.

Please indicate your agreement to the foregoing by countersigning below.

[*signature page to follow*]

Sincerely,

Date: 8/4/2026

Recursion Pharmaceuticals, Inc.

By:	/s/ Najat Khan
Name:	Najat Khan
Title:	CEO and President

AGREED AND ACCEPTED:

Tempus AI, Inc.

By:	/s/ Ryan Fukushima
Name:	Ryan Fukushima
Title:	CEO Data & Apps
Date:	8/4/2026

CERTAIN INFORMATION, MARKED BY BRACKETS AND ASTERISKS [***], HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

Amendment to Master Agreement

This Amendment to Master Agreement ("Amendment") is made by and between Recursion Pharmaceuticals, Inc. ("Client" or "Recursion") and Tempus AI, Inc. (f/k/a Tempus Labs, Inc., on behalf of itself and its Affiliates, "Tempus") and amends the Master Agreement between the Parties with an effective date of November 3, 2023 (the "Agreement"). This Amendment is effective as of September 15, 2026 (the "Amendment Effective Date"). Capitalized terms used but not defined in this Amendment have the meanings given to them in the Agreement.

Background

The Parties would like to amend the Agreement to address certain mutually agreed adjustments related to the Term, termination conditions, fees, and quantity of Downloaded Data to be made available. Concurrent with this Amendment, the Parties are entering into that certain RNA Foundation Model License Agreement (the "TxFM License Agreement"). Accordingly, the Parties have agreed to amend the Agreement as set forth below.

Agreement

In consideration of the mutual promises described below, the Parties agree as follows:

1. **Term and Termination**.
    a. *Term Extension*. The first sentence of Section 9(a) (Term) of the Agreement is hereby deleted in its entirety and replaced with the following text: "This Agreement is effective as of the Effective Date and will continue until the date that is six (6) years after the Effective Date (the "Term")."

    b. *Termination Conditions*. Section 9(b) (Termination) of the Agreement is hereby deleted in its entirety and replaced by the following text: "Either Party may terminate this Agreement, if the other has committed a material breach that is not cured to the reasonable satisfaction of the non-breaching Party within thirty (30) days of receipt of written notice from the non-breaching Party. This Agreement is not subject to termination for convenience by either Party."

    c. *Additional Conforming Change*. The second-to-last sentence of Section 10(f) (Binding Effect; Assignment) of the Agreement is hereby revised to delete the following text "and payment of the Early Termination Fee, minus a **[***]** discount."

2. **Aggregate Record Cap**. The sixth sentence of Section 4(b) (Recursion Right to Download De-Identified Records) of Exhibit 1 to the Agreement is hereby deleted in its entirety and replaced with the following sentence: "Additionally, Recursion will not be permitted to access more than an aggregate total of **[***]** unique records of Downloaded Data during the Term (collectively, the "Multi-Modal Record Category")." For clarity, **[***]** represents **[***]** unique records which Recursion has the right to access during the first three (3) years of the Term, and up to **[***]** additional unique records that may be accessed during the final three (3) years of the Term.

3. **Annual License Fees**.

    a. *Annual License Fee Amounts.* Section 5(b) (Annual License Fee) of Exhibit 1 of the Agreement is hereby amended by deleting the second sentence of the first paragraph of such Section in its entirety and replacing it with the following text: "In addition, during the Term, Tempus will invoice Recursion for subsequent annual license fees during the Term, as follows: (i) $22,000,000 on the first anniversary of the Effective Date, (ii)

$32,000,000 on the second anniversary of the Effective Date, and (iii) $14,000,000 on each of the third, fourth, and fifth anniversaries of the Effective Date (each such license fee, the "Annual License Fee")."

b. *Payment Details.* Section 5(b) (Annual License Fee) of Exhibit 1 of the Agreement is further amended to include the following provision: "Notwithstanding anything to the contrary in this Section 5(b), each Annual License Fee of $14,000,000 during each of the last three (3) years of the Term shall be payable as follows: (x) a minimum of $4,000,000 in cash, and (y) the remaining portion of such fee (up to $10,000,000) in cash, shares of Recursion Class A Common Stock, or a combination thereof, in such proportion as is determined by Recursion in its sole discretion. For the avoidance of doubt, Recursion shall have the option and flexibility to pay more than $4,000,000 in cash (up to the full $14,000,000) for any such Annual License Fee, in which case the equity portion shall be reduced accordingly; however, in no event may Recursion pay less than $4,000,000 in cash for any such Annual License Fee. Any shares of Recursion Class A Common Stock issued in connection with such Annual License Fees during the last three (3) years of the Term shall be considered "Issued Recursion Shares" and shall be subject to all the terms, conditions, representations, warranties, and registration obligations set forth in this Section 5 of Exhibit 1."

4. **Governing Law and Disputes**. Section 10(a) (Governing Law and Disputes) of the Agreement is hereby deleted in its entirety and replaced with the following text: "This Agreement will be governed exclusively by the laws of New York, without regard to its conflict of law principles. The parties consent to exclusive jurisdiction and venue of the federal and state courts in New York, NY. The Parties will use good faith efforts to work together to resolve any disputes related to this Agreement, using mutually escalating discussions as needed." For clarity, the governing law set forth in Section 10(a) (Governing Law and Disputes) of the Agreement shall apply to the Agreement in its entirety, including with respect to the interpretation and enforcement of any rights or obligations that arose or accrued, and any claims or disputes that arose, since the Effective Date and after the Amendment Effective Date.

5. **Lens Subscription Agreement**. Section 2 (Subscription Fee) of Exhibit 2 of the Agreement is hereby amended by deleting the last sentence of such Section in its entirety and replacing it with the following text: "The total Subscription Fee will be $**[***]** during the Term, and shall continue at the same rate of $**[***]** per year if the Agreement is extended or renewed in accordance with the Agreement."

6. **Incorporation**. Except as otherwise provided in this Amendment, all terms and conditions previously set forth in the Agreement will remain in effect as set forth in the Agreement. If this Amendment and the Agreement are inconsistent, the terms and provisions of this Amendment will supersede the terms and provisions of the Agreement, but only to the extent necessary to satisfy the purposes of this Amendment.

Upon signature by both Parties, this Amendment is effective as of the Amendment Effective Date.

RECURSION PHARMACEUTICALS, INC.		**TEMPUS AI, INC.**	
By:	/s/ Najat Khan	By:	/s/ Ryan Fukushima
Name:	Najat Khan	Name:	Ryan Fukushima
Title:	CEO and President	Title:	CEO Data & Apps

CERTAIN INFORMATION, MARKED BY BRACKETS AND ASTERISKS [***], HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND IS THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

RNA FOUNDATION MODEL LICENSE AGREEMENT

This RNA Foundation Model License Agreement (this "**Agreement**") is entered into as of September 15, 2026 (the "**Effective Date**") by and between Recursion Pharmaceuticals, Inc., a Delaware corporation with a primary place of business address of 41 South Rio Grande Street, Salt Lake City, UT 84101 ("**Recursion**"), and Tempus AI, Inc., a Delaware corporation having a primary place of business address of 600 West Chicago Ave., Suite 510, Chicago, IL 60654 ("**Tempus**"). Recursion and Tempus individually are referred to as a "**Party**" to this Agreement and are collectively referred to as the "**Parties**."

RECITALS

WHEREAS, Recursion has developed a proprietary foundational RNA sequencing model known as "TxFM";

WHEREAS, Tempus desires to obtain a license to such foundational model for its internal business purposes in accordance with the terms of this Agreement;

WHEREAS, as partial consideration for such license, Tempus will provide Recursion with access to clinically annotated digital pathology records in accordance with the terms of this Agreement; and

WHEREAS, the Parties wish to set forth the terms of such license and data exchange.

NOW, THEREFORE, subject to the terms and conditions set forth herein and in consideration of the foregoing and all mutual covenants and premises contained in this Agreement, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, will have the respective meanings set forth below.

1.1 "**Affiliate**" means a legal entity that controls, is controlled by, or is under common control with, a Party, where "control" means possession, directly or indirectly, of the power to direct the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Pathos is not currently an Affiliate of Tempus, and notwithstanding the foregoing definition, will not under any circumstances be considered an Affiliate of Tempus under this Agreement.

1.2 "**Applicable Law**" means all applicable provisions of any supranational, national, regional, state, provincial, federal, or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, executive order,

injunction, judgment, decree, ruling, regulatory guideline, or other similar requirement enacted, adopted, promulgated, or applied by a Governmental Authority, major national securities exchange, or major securities listing organization, that may be in effect from time to time.

1.3 "**Business Day**" means a day other than (a) a Saturday or Sunday or (b) a bank or other public holiday in Salt Lake City or New York, United States.

1.4 "**Change of Control**" means, with respect to a Person, from and after the Effective Date, a transaction involving such Person in which (a) any Person or group of Persons becomes the beneficial owner, directly or indirectly, of more than fifty percent of the voting shares of such Person, (b) such Person consolidates with or merges into or with another Person pursuant to a transaction in which more than fifty percent of the voting shares of the acquiring or resulting entity outstanding immediately after such consolidation or merger is not held by the holders of the outstanding voting shares of such Person immediately preceding such consolidation or merger, or (c) such Person sells or transfers to another Person all or substantially all of its assets. Notwithstanding the foregoing, the following will not constitute a Change of Control: (i) a sale of capital stock to underwriters in an underwritten public offering of a Party's capital stock solely for the purpose of financing, (ii) the acquisition of securities of such Person in a transaction or series of related transactions the primary purpose of which is to obtain financing for such Person through the issuance of equity securities, or (iii) a transaction solely to change the domicile of a Party.

1.5 "**Confidential Information**" is defined in Section 6.1 (Nondisclosure Obligation).

1.6 "**Data Privacy Laws**" shall mean all Applicable Law pertaining to the privacy, security, protection, collection, use, processing, de-identification, or disclosure of personal data, personal information, or protected health information in any applicable jurisdiction (including, by way of example only, the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, the General Data Protection Regulation (Regulation (EU) 2016/679), and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act).

1.7 "**Effective Date**" is defined in the preamble to this Agreement.

1.8 "**Field**" means oncology.

1.9 "**Governmental Authority**" means any multinational, federal, state, local, municipal, or other government authority of any nature, including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, court, or other tribunal, as well as any securities exchange or securities exchange authority.

1.10 "**H&E Record**" means a digitized whole-slide Hematoxylin and Eosin (H&E) pathology record with linked de-identified patient clinical data that satisfies the specifications and attributes described in Exhibit A (H&E Record Features).

1.11 "**Intellectual Property Rights**" means all intellectual property rights of every kind, whether now known or hereafter existing, including (a) patents and patent applications, (b) copyrights, mask work rights, and other rights in works of authorship, (c) rights in trade secrets, Know-How, and other Confidential Information, (d) trademarks, service marks, trade names, and trade dress, together with the goodwill associated therewith, (e)

rights of publicity and privacy, (f) database and data rights, (g) rights in Software and other technology, (h) all rights in registrations and applications for registration of any of the foregoing, and (i) all other intellectual property rights arising under the laws of any jurisdiction throughout the world.

1.12 "**Know-How**" means all data, Software, know-how, methods (including methods of use), practices, results, techniques, technology, and trade secrets, including analytical methods, formulae, processes, reports, research tools, standard operating procedures, and techniques, in each case whether patentable or not, and tangible manifestations thereof.

1.13 "**Licensed Purpose**" means (a) **[***]**.

1.14 "**Party**" is defined in the preamble to this Agreement.

1.15 "**Pathos**" means Pathos AI, Inc. or any of its Affiliates.

1.16 "**Person**" means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, Governmental Authority, or other entity not specifically listed herein.

1.17 "**Recursion TxFM IP**" means all Intellectual Property Rights owned or controlled by Recursion or its Affiliates in and to the TxFM Model as of the Effective Date.

1.18 "**Restricted Purpose**" means any of the following uses of the TxFM Model (including the TxFM Materials) or the Tempus Improvements by Tempus:

(a) [***];

(b) providing, delivering, distributing, disclosing, sublicensing, or otherwise making accessible to any Third Party (whether directly or indirectly, and whether or not for consideration) the TxFM Model or any Tempus Improvements, or any portion thereof in any form;

(c) using, offering, distributing, licensing, or otherwise commercially exploiting the TxFM Model or any Tempus Improvements (or any component thereof) on a standalone basis or otherwise outside of the Licensed Purpose within the Field;

(d) reverse engineering, decompiling, disassembling, or otherwise attempting to derive or reconstruct (i) the source code, training data, pre-training methodology, or proprietary algorithms underlying the TxFM Model or (ii) Recursion's Confidential Information embedded in the TxFM Model, in each case, other than through the authorized fine-tuning, modification, and creation of Tempus Improvements expressly permitted under this Agreement;

(e) taking any action designed to circumvent, or having the effect of circumventing, any of the restrictions set forth in clauses (a) through (d)

above, including structuring any arrangement, technical architecture, or contractual relationship with intent or effect of providing a Third Party with the functional equivalent of access to, or use of, the TxFM Model or any Tempus Improvements; and

(f) any use of the TxFM Model or Tempus Improvements outside of the Licensed Purpose in the Field.

1.19 "**Software**" means (a) computer programs, including all algorithms, subroutines, models, and methodologies embodied therein, whether in source code, an interpreted language, object code, or other format and including executables, firmware, and other components thereof, and (b) dependencies, tools, and related components, such as assemblers, applets, compilers, application programming interfaces, libraries, development tools, design tools, debugging tools, and user interfaces.

1.20 "**Tempus Data**" means any data, datasets, or training data owned or controlled by Tempus (but excluding any such data owned or controlled by Pathos) for the Licensed Purpose within the Field.

1.21 "**Tempus Improvements**" means [***]. Tempus Improvements exclude algorithmic improvements, architecture improvements, fine-tuning curriculums, training methodologies, and other methods or Know-How developed by or on behalf of Tempus through use of the TxFM Model, in each case that are separable from and do not incorporate or contain any of the items listed in the first sentence of this definition ("**Tempus Method Improvements**"). Tempus Improvements and Tempus Method Improvements do not include any Recursion TxFM IP, TxFM Materials or the TxFM Model itself.

1.22 "**Term**" is defined in Section 7.1 (Term).

1.23 "**Territory**" means worldwide.

1.24 "**Third Party**" means an entity other than (a) Tempus or its Affiliates or (b) Recursion or its Affiliates.

1.25 "**TxFM Materials**" means, [***].

1.26 "**TxFM Model**" or "**Model**" means, collectively, Recursion's proprietary foundational model known as TxFM and the underlying TxFM Materials, including the algorithms, architecture, and all elements thereof, in each case, in the forms they exist on the Effective Date.

ARTICLE 2
DELIVERY; LICENSE GRANTS

2.1 **Delivery of Model and Materials.** Within thirty days following the Effective Date, Recursion shall deliver to Tempus a copy of the TxFM Model and any relevant TxFM Materials [***].

2.2 **License Grant to Tempus**. Subject to the terms and conditions of this Agreement, Recursion hereby grants to Tempus and its Affiliates a non-exclusive, non-sublicensable, non-transferable (except as set forth in Section 10.7 (Assignment)), royalty-free (subject to the payment and H&E Records consideration in ARTICLE 3 (Consideration)) and worldwide license under Recursion TxFM IP solely to the extent necessary for Tempus to engage in the Licensed Purpose.

2.3 **No Use by Third Parties**. For clarity, the foregoing license in Section 2.2 (License Grant to Tempus) is personal to Tempus and its Affiliates, and Tempus shall not (a) grant any other Person (or permit any Person to receive) direct access to the TxFM Model or Tempus Improvements, (b) grant any sublicense under the TxFM Model or Tempus Improvements, or (c) use the TxFM Model or Tempus Improvements outside the Licensed Purpose. In addition, Tempus shall not, and shall not permit any other Person (including any Affiliate of Tempus) to, engage in any Restricted Purpose.

2.4 **Unblocking Non-Exclusive License Grant to Recursion**. Tempus grants Recursion and its Affiliates a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, under all Intellectual Property Rights owned or controlled by Tempus in any Tempus Improvements and Tempus Method Improvements for any purpose. For clarity, this license is for unblocking purposes only, and Tempus is not obligated to disclose or deliver to Recursion any Tempus Improvements or Tempus Method Improvements.

2.5 **No Implied Licenses**. Except as specifically set forth in this Agreement, neither Party will acquire any license or other interest, by implication, estoppel, or otherwise, in any Intellectual Property Rights owned or controlled by the other Party or its Affiliates.

2.6 **Retained Rights**. Recursion and its Affiliates retain all rights in and to the Recursion TxFM IP not expressly granted to Tempus under this Agreement. Without limiting the generality of the foregoing, nothing in this Agreement restricts Recursion's right to use, license, or commercialize the TxFM Model or any other Recursion TxFM IP for any purpose, in any field (including the Field), or with any Third Party.

2.7 **Affiliate and Third-Party Firewall**. Tempus shall implement and maintain appropriate administrative, physical, technical and organizational measures to prevent any access to, use of, or disclosure of the TxFM Model (and any derivative thereof, including any Tempus Improvement) by any Third Party.

2.8 **Performance by Affiliates**. Tempus's Affiliates may exercise the rights granted to Tempus under this Agreement on Tempus's behalf and subject to and in accordance with the terms and conditions of this Agreement; provided that (a) Tempus shall remain directly and primarily liable for any act or omission of any such Affiliate that would constitute a breach of this Agreement as if such act or omission had been performed or failed to be performed by Tempus, and (b) any such exercise by an Affiliate shall not expand the scope of the licenses or rights granted under this Agreement beyond those granted to Tempus hereunder, and (c) Tempus shall cause each such Affiliate to comply with all applicable terms, conditions, and restrictions of this Agreement.

ARTICLE 3
CONSIDERATION

3.1 **License Fee**. As consideration for the license granted in Section 2.2 (License Grant to Tempus), Tempus shall pay Recursion a non-refundable total license fee of $12,000,000 (the "**License Fee**"), payable in two installments as follows: (a) $6,000,000 shall become due and invoiceable upon execution of this Agreement; and (b) $6,000,000 shall become due and invoiceable on the first anniversary of the Effective Date. Each installment shall be paid by Tempus within forty-five days following receipt of Recursion's invoice.

3.2 **H&E Records Consideration**. As additional consideration for the license granted in Section 2.2 (License Grant to Tempus), Tempus shall provide Recursion with access and a license to **[***]** H&E Records during the Term, in accordance with the terms set forth in Exhibit B (H&E Records Delivery Terms).

3.3 **Taxes**. Recursion will be liable for all income and other taxes, including interest ("**Taxes**"), imposed upon any payment received under this Agreement (each, an "**Agreement Payment**"). If Applicable Law requires the withholding of Taxes, Tempus will make such withholding payments and will subtract the amount thereof from the Agreement Payment and promptly remit such amount to the applicable tax authority. To the extent a reduced rate of withholding tax or exemption is available under an applicable double taxation agreement, the Parties shall use reasonable efforts to obtain such benefit. Recursion shall, in a timely manner, provide to Tempus all forms, certificates, and other documentation, including a valid certificate of tax residence and any required declarations or tax forms, necessary for Tempus to apply for any available treaty relief or reduced withholding tax rate. Tempus will submit to Recursion appropriate proof of payment of the withheld Taxes and the official receipts within a reasonable period of time.

ARTICLE 4
INTELLECTUAL PROPERTY

4.1 **Recursion TxFM IP**. As between the Parties, Recursion retains all rights, title, and interests in and to the Recursion TxFM IP.

4.2 **Tempus Improvements**. As between the Parties, Tempus shall own all right, title, and interest in and to any Tempus Improvements and Tempus Method Improvements; provided that, (a) Tempus may only use the Tempus Improvements for the Licensed Purpose and shall not use any Tempus Improvement for any Restricted Purpose, and (b) upon expiration or termination of this Agreement, Tempus will delete any Tempus Improvements in accordance with Section 7.3.4 (Effect of Termination).

4.3 **Independent Development**. Nothing in this Agreement shall be construed to prevent or restrict Recursion from independently developing, or having developed, improvements, modifications, or derivative works of the TxFM Model or similar models, whether or not similar to any Tempus Improvements or Tempus Method Improvements.

4.4 **Patents**. Tempus may file patent applications on the Tempus Improvements and Tempus Method Improvements; provided, however, that (a) Tempus shall not file any patent application that would disclose any Confidential Information of Recursion or any information from which the architecture, weights, training methodology, or operational characteristics of the TxFM Model could be derived or reverse-engineered and (b) Tempus shall provide Recursion with a copy of any such patent application that includes a Tempus Improvement at least forty-five days prior to filing solely for Recursion's use to review the contents of such application for any such disclosure, and for no other use.

4.5 **Infringement by Third Parties**. If Tempus becomes aware of any actual or suspected Third Party infringement, misappropriation or other violation of any Recursion TxFM IP embodied in the TxFM Model ("**Infringement Matter**"), Tempus shall promptly notify Recursion in writing (along with any documentation or evidence of such infringement, misappropriation or violation). Recursion shall have the sole right, but not the obligation, to respond to such Infringement Matter, and Tempus shall reasonably cooperate with Recursion in any such response or enforcement action upon Recursion's request and at Recursion's expense.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 **Representations and Warranties of Each Party**. Each Party represents and warrants to the other Party as of the Effective Date that:

5.1.1 such Party is duly incorporated and validly existing under the laws of the state or jurisdiction of its incorporation and has full corporate right, power, and authority to enter into this Agreement and perform its obligations hereunder;

5.1.2 such Party has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder, and this Agreement has been duly executed and constitutes a valid and legally binding obligation of such Party, enforceable in accordance with its terms, subject to applicable bankruptcy and similar laws;

5.1.3 the execution, delivery, and performance by such Party of this Agreement will not (a) violate any Applicable Law, judgment, order, decree, or organizational document applicable to such Party or (b) constitute a material violation or breach of any material contract or instrument to which such Party is a party.

5.2 **Recursion Representations and Warranties**. Recursion represents and warrants to Tempus as of the Effective Date that Recursion has all right, power, and authority to grant all rights, title, and interests in and to the licenses granted or purported to be granted to Tempus under this Agreement.

5.3 **Disclaimers**.

5.3.1 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED (AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT), INCLUDING ANY WARRANTY OF VALIDITY OR ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE, AND NON-INFRINGEMENT OF ANY THIRD-PARTY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT. WITHOUT LIMITING THE FOREGOING, RECURSION HEREBY DISCLAIMS ANY WARRANTY (A) THAT USE OF THE TXFM MODEL WILL MEET TEMPUS'S REQUIREMENTS OR BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, AND (B) REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF THE SERVICES.

5.3.2 WITHOUT LIMITING THE FOREGOING, TEMPUS ACKNOWLEDGES AND AGREES THAT: (A) THE TXFM MODEL USES EXPERIMENTAL TECHNOLOGY LIKE GENERATIVE ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING ALGORITHMS, AND MAY SOMETIMES PROVIDE INACCURATE OR OFFENSIVE CONTENT THAT MAY NOT REPRESENT RECURSION'S VIEWS; (B) THE OUTPUTS GENERATED BY THE TXFM MODEL MAY NOT BE PROTECTABLE UNDER INTELLECTUAL PROPERTY LAWS; (C) THE OUTPUTS GENERATED BY THE TXFM MODEL MAY NOT BE UNIQUE, AND THE TXFM MODEL MAY GENERATE THE SAME OR SIMILAR OUTPUT FOR OTHER USERS OF THE TXFM MODEL, AND RECURSION SHALL BE FREE TO PROVIDE THE TXFM MODEL TO OTHER USERS REGARDLESS OF ANY SIMILARITIES; AND (D) RECURSION HEREBY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE OWNERSHIP OR PROTECTABILITY OF, OR APPLICABILITY OF INTELLECTUAL PROPERTY RIGHTS TO, ANY OUTPUTS GENERATED

BY THE TXFM MODEL. TEMPUS'S USE OF OR RELIANCE ON ANY OUTPUTS GENERATED BY THE TXFM MODEL IS AT ITS OWN RISK, AND RECURSION IS NOT LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THE USE OF OR RELIANCE ON SUCH OUTPUTS.

ARTICLE 6
CONFIDENTIALITY

6.1 **Nondisclosure Obligation**. The term "**Confidential Information**" means all data, Know-How and other information disclosed or made available by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") hereunder. For purposes of this Agreement, the TxFM Model and the TxFM Materials are the Confidential Information of Recursion, and H&E Records are the Confidential Information of Tempus. Each Receiving Party will: (a) maintain in confidence Confidential Information of the other Party using not less than the efforts that such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of efforts; (b) not disclose such Confidential Information to any Third Party without first obtaining the prior written consent of the Disclosing Party, except for disclosures expressly permitted pursuant to this ARTICLE 6 (Confidentiality); and (c) not use such Confidential Information for any purpose except those permitted under this Agreement, including the exercise of the Receiving Party's rights and performance of the Receiving Party's obligations hereunder. The obligations of confidentiality and non-use under this ARTICLE 6 (Confidentiality) will be in full force and effect from the Effective Date until seven (7) years following the termination of this Agreement. Notwithstanding the foregoing, with respect to any Confidential Information that constitutes a trade secret under Applicable Law (including the TxFM Model and the TxFM Materials), the obligations of confidentiality and non-use under this ARTICLE 6 (Confidentiality) shall continue for so long as such information remains a trade secret. The existence and terms of this Agreement are deemed to be the Confidential Information of both Parties.

6.2 **Exceptions**.

6.2.1 Section 6.1 (Nondisclosure Obligation) will not apply with respect to any portion of the Confidential Information of the Disclosing Party to the extent that such Confidential Information:

(a) is already known by the Receiving Party at the time of its receipt, and not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records;

(b) is in the public domain before its receipt from the Disclosing Party, or thereafter enters the public domain through no breach of the Receiving Party of this Agreement;

(c) is subsequently disclosed to the Receiving Party by a Third Party who is not under an obligation of confidentiality to the Disclosing Party with respect to such information; or

(d) is developed by the Receiving Party independently of the information received from the Disclosing Party, as documented by the Receiving Party's business records;

provided that, any combination of features or disclosures will not be deemed to fall within the foregoing exceptions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

6.2.2 If a Party is required by Applicable Law (including the rules and regulations of the U.S. Securities and Exchange Commission or any national securities exchange in any jurisdiction in the Territory) or judicial or administrative process (including a request for discovery received in an arbitration or litigation proceeding) to disclose Confidential Information that is subject to Section 6.1 (Nondisclosure Obligation), such Party will, to the extent legally permissible and reasonably practicable, promptly inform the other Party of the disclosure that is being sought in order to provide the other Party an opportunity to challenge or limit the disclosure obligations. Confidential Information that is disclosed as required by Applicable Law (including the rules and regulations of the U.S. Securities and Exchange Commission or any national securities exchange in any jurisdiction in the Territory) or any judicial or administrative process will remain otherwise subject to the confidentiality and non-use provisions of Section 6.1 (Nondisclosure Obligation), and the Party disclosing such Confidential Information will use commercially reasonable efforts to ensure the continued confidential treatment of such Confidential Information.

6.3 **Disclosure**. Notwithstanding Section 6.1 (Nondisclosure Obligation), the Receiving Party may disclose Confidential Information belonging to the Disclosing Party as follows:

6.3.1 to any of such Party's officers, employees, consultants, agents, or Affiliates who need to know such Confidential Information to exercise the rights of such Party under this Agreement;

6.3.2 in the case of either Party, the terms of this Agreement to such Party's actual or potential acquirers and investors solely in connection with due diligence activities by such acquirers, investors or lenders; and

6.3.3 disclosure to its advisors (including attorneys and accountants) in connection with activities under this Agreement;

provided that prior to any such disclosure pursuant to this Section 6.3 (Disclosure), each such disclosee is bound by written obligations of confidentiality, non-disclosure and non-use no less restrictive than the obligations set forth in Section 6.1 (Nondisclosure Obligation), or, in the case of Section 6.3.2 (Disclosure), conditions of confidentiality, non-disclosure and non-use that are reasonable under the circumstances, to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement, and the Receiving Party will remain responsible for any failure by any Person who receives Confidential Information from such Receiving Party pursuant to this Section 6.3 (Disclosure) to treat such Confidential Information as required under this ARTICLE 6 (Confidentiality).

6.4 **Return of Confidential Information**. Upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party (or, as directed by the Disclosing Party, destroy (and certify the destruction thereof)) all Confidential Information of Disclosing Party that is in Receiving Party's possession or control (other than any Confidential Information required to continue to exercise a Party's rights that survive termination of this Agreement), provided, however, that copies may be retained and stored solely (a) to comply with Applicable Law, and (b) for the purpose of determining the respective Party's obligations under this Agreement, subject to the confidentiality and non-use obligation under this Agreement, including this ARTICLE 6 (Confidentiality). In addition, the Receiving Party will not be required to return or destroy Confidential Information contained in any computer system back-up records made in the ordinary course of business; provided that any such retained Confidential Information will remain subject to the non-use and non-disclosure obligations of this Agreement. The retention right described in the immediately preceding sentence will not apply to H&E Records.

ARTICLE 7
TERM AND TERMINATION

7.1 **Term**. This Agreement will be effective as of the Effective Date and will continue in full force and effect for two years from the Effective Date, unless terminated earlier in accordance with this ARTICLE 7 (Term and Termination) (the "**Term**").

7.2 **Termination for Cause**.

7.2.1 **Termination for Material Breach**. Either Party may terminate this Agreement in its entirety upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty days after receiving written notice requesting cure of the breach.

7.2.2 **Termination for Insolvency**. Either Party may terminate this Agreement in its entirety upon written notice to the other Party if, at any time, (a) the other Party files in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction, a petition in bankruptcy or insolvency, for reorganization, for an arrangement, or for the appointment of a receiver or trustee of that Party or

of its assets, (b) the other Party proposes a written agreement of composition or extension of its debts, (c) the other Party is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition is not dismissed within sixty days after the filing thereof, (d) the other Party proposes or is a party to any dissolution or liquidation, or (e) the other Party makes an assignment for the benefit of its creditors.

7.3 **Effect of Termination**. Upon termination or expiration of this Agreement:

7.3.1 All payment obligations accrued but not yet paid shall become due and payable immediately;

7.3.2 the license granted to Tempus under Section 2.2 (License Grant to Tempus) shall terminate;

7.3.3 The license granted to Recursion under Section 2.a (H&E Records License) of Exhibit B (H&E Records Delivery Terms) shall terminate;

7.3.4 Tempus shall, within ten Business Days of such termination or expiration, delete the TxFM Model, all TxFM Materials, all Tempus Improvements, [***]and certify such deletion in writing to Recursion promptly upon completion; provided that, Tempus may retain any Tempus Method Improvement but subject to the limitations in Section 4.2 (Tempus Improvements);

7.3.5 Recursion shall, within ten Business Days of such termination or expiration, delete all H&E Records and certify such deletion in writing to Tempus promptly upon completion; and

7.3.6 each Party will return all other Confidential Information of the other Party to the extent required under and in accordance with Section 6.4 (Return of Confidential Information).

7.4 **Survival**. Expiration or termination of this Agreement will not relieve either Party of any obligation accruing before such expiration or termination and will be without prejudice to accrued rights or remedies. The following provisions, as well as any other provisions that by their nature are intended to survive, will survive: Section 2.4 (Unblocking Non-Exclusive License Grant to Recursion), Section 4.1 (Recursion TxFM IP), Section 4.2 (Tempus Improvements) but solely with respect to the Tempus Method Improvements, Section 4.3 (Independent Development), Section 4.4 (Patents), Section 4.5 (Infringement by Third Parties) but solely with respect to Infringement Matters that occurred during the Term, ARTICLE 6 (Confidentiality), Section 7.3 (Effect of Termination), ARTICLE 8 (Indemnification, Limitation of Liability), ARTICLE 9 (Audit Rights) but solely for the term set forth therein, ARTICLE 10 (Miscellaneous), and Section 2.b (End User Generated Results) of Exhibit B (H&E Records Delivery Terms).

7.5 **Rights in Bankruptcy**. All rights and licenses granted under or pursuant to this Agreement by one Party to the other are, and will otherwise be deemed to be, for all purposes of Section 365(n) of Title 11 of the U.S. Bankruptcy Code ("**Title 11**"), licenses of rights to "intellectual property" as defined in Section 101 of Title 11. Each Party, as a licensee of intellectual property under this Agreement, will retain and may fully exercise all of its rights and elections under Title 11 for so long as such Party continues to perform its obligations under this Agreement. In the event that a case under Title 11 is commenced by or against either Party (the "**Bankrupt Party**"), the other Party (the "**Non-Bankrupt Party**") will have all of the rights set forth in Section 365(n) of Title 11 to the maximum extent permitted thereby. If this Agreement or any license hereunder is rejected by the Bankrupt Party in any bankruptcy proceeding under Title 11, the Non-Bankrupt Party may elect to retain its rights under the licenses granted hereunder (including as provided in Section 365(n) of Title 11) and, upon the Non-Bankrupt Party's written request, the Bankrupt Party (or its trustee or representative) shall (a) provide to the Non-Bankrupt Party a complete duplicate of, or complete access to, any such intellectual property and all embodiments thereof, and (b) not interfere with the Non-Bankrupt Party's exercise of its rights to such intellectual property. The term "embodiments" of intellectual property includes all tangible, intangible, electronic, or other embodiments of rights and licenses hereunder, including all products embodying intellectual property and technology. All rights of the Parties under this Section 7.5 (Rights in Bankruptcy) and under Section 365(n) of Title 11 are in addition to and not in substitution of any and all other rights, powers, and remedies that each Party may have under this Agreement, Title 11, and any other Applicable Law.

ARTICLE 8
INDEMNIFICATION, LIMITATION OF LIABILITY

8.1 **Indemnification by Recursion**. Recursion shall indemnify, defend, and hold harmless Tempus and its directors, officers, employees, and agents (collectively, "**Tempus Indemnitees**"), from and against all losses, liabilities, damages, and expenses, including reasonable attorneys' fees and costs (collectively, "**Liabilities**"), to the extent resulting from any claim, demand, action, or other proceeding by a Third Party (each, a "**Claim**") arising out of any (a) breach of this Agreement by Recursion, (b) use by Recursion of any H&E Record other than as permitted by this Agreement, (c) gross negligence or willful misconduct of Recursion, or (d) violation of Data Privacy Laws by Recursion in connection with Recursion's training and development of the TxFM Model, in each case, (a), (b), (c), and (d), except to the extent such Liabilities arise from any matter for which Tempus is responsible for indemnifying Recursion under Section 8.2 (Indemnification by Tempus).

8.2 **Indemnification by Tempus**. Tempus shall indemnify, defend, and hold harmless Recursion and its Affiliates, and each of their respective directors, officers, employees, and agents (collectively, "**Recursion Indemnitees**"), from and against all Liabilities to the extent resulting from any Claim arising out of any (a) breach of this Agreement by Tempus, (b) use by Tempus of the TxFM Model, any Tempus Improvement or any

derivative thereof (including any Claims based on the accuracy, completeness, performance, reliability, or fitness for purpose of the TxFM Model or any outputs generated therefrom by Tempus and Claims arising from any product or service of Tempus that uses the TxFM Model), or (c) gross negligence or willful misconduct of Tempus, in each case, (a), (b) and (c), except to the extent such Liabilities arise from any matter for which Recursion is responsible for indemnifying Tempus under Section 8.1 (Indemnification by Recursion).

8.3 Indemnification Procedure.

8.3.1 **Notice**. If either Party is seeking indemnification under Section 8.1 (Indemnification by Recursion) or Section 8.2 (Indemnification by Tempus) (the "**Indemnified Party**"), then it will promptly inform the other Party (the "**Indemnifying Party**") in writing of the Claim giving rise to the obligation to indemnify as soon as reasonably practicable after receiving notice of the Claim; provided, however, that no delay or failure by the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation hereunder unless, and then only to the extent that, such delay or failure is prejudicial to or otherwise adversely affects the Indemnifying Party.

8.3.2 **Control**. The Indemnifying Party will have the right, exercisable by notice to the Indemnified Party within ten Business Days after receipt of notice from the Indemnified Party of the commencement or assertion of any Claim, to assume the direction and control of the defense, litigation, settlement, appeal, or other disposition of the Claim for which it is obligated to indemnify the Indemnified Party, including the right to settle the Claim solely for monetary consideration, with counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party. During such time as the Indemnifying Party is controlling the defense of the Claim, the Indemnified Party will cooperate with the Indemnifying Party, and will cause its Affiliates and agents to cooperate upon request, in the defense or prosecution of the Claim. If the Indemnifying Party does not notify the Indemnified Party of its intent to defend any Claim within ten Business Days after notice thereof, the Indemnified Party may undertake the defense with counsel of its choice and at the Indemnifying Party's expense. The Indemnifying Party or the Indemnified Party, as the case may be, will have the right to participate in, but not control, at its own expense and with counsel of its choice, the defense of any Claim assumed by the other Party.

8.3.3 **Settlement**. The Indemnifying Party will not enter into any settlement, consent judgment, or other voluntary final disposition of any Claim that has an adverse effect on the rights of any Indemnified Party hereunder, admits any wrongdoing or fault by an Indemnified Party, or imposes on an Indemnified Party any payment or other liability, without the prior written consent of such Indemnified Party.

8.4 **IP Infringement Claims**. If Tempus becomes subject to a Claim alleging that Tempus's use of the TxFM Model as permitted under this Agreement infringes, misappropriates, or otherwise violates such Third Party's Intellectual Property Right (an "**IP Infringement Claim**"), Tempus shall promptly notify Recursion in writing of such IP Infringement Claim together with reasonable detail regarding the nature of the claim and the Third Party asserting it.

8.4.1 Promptly following receipt of such notice, at Recursion's sole expense, Recursion shall assume control of the defense of such IP Infringement Claim, with counsel selected by Recursion. If Recursion does not assume control of the defense, Tempus may defend the IP Infringement Claim at Recursion's expense; provided that Tempus shall not enter into any settlement, consent judgment, or other disposition that (a) admits fault or liability on behalf of Recursion or (b) imposes any obligation or restriction on Recursion or its Affiliates, in each case without Recursion's prior written consent, not to be unreasonably withheld.

8.4.2 In addition, Recursion may: (a) procure for Tempus the right to continue using the TxFM Model as permitted hereunder; (b) modify or replace the TxFM Model to make it non-infringing without materially diminishing its functionality for the Licensed Purpose within the Field; or (c) if neither clause (a) nor clause (b) is commercially practicable in Recursion's reasonable determination, terminate the license granted under Section 2.2 (License Grant to Tempus) and refund to Tempus a pro rata portion of the License Fee corresponding to the unused portion of the Term as of the date of such termination.

THIS SECTION 8.4 (IP INFRINGEMENT CLAIMS) CONSTITUTES TEMPUS'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY IP INFRINGEMENT CLAIM. FOR THE AVOIDANCE OF DOUBT, RECURSION SHALL HAVE NO OBLIGATION TO INDEMNIFY, DEFEND, OR HOLD HARMLESS TEMPUS WITH RESPECT TO ANY IP INFRINGEMENT CLAIM EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8.4 (IP INFRINGEMENT CLAIMS).

8.5 **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, NOR THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, WILL BE LIABLE TO THE OTHER PARTY FOR ANY LIABILITIES ARISING UNDER OR IN CONNECTION WITH ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING INCIDENTAL DAMAGES OR LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN INFORMED, SHOULD HAVE KNOWN, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THIS SECTION 8.5 (LIMITATION OF LIABILITY) WILL NOT APPLY TO THE PARTIES' INDEMNIFICATION RIGHTS AND OBLIGATIONS UNDER SECTIONS 8.1 (INDEMNIFICATION BY RECURSION), 8.2 (INDEMNIFICATION BY TEMPUS), OR 8.4 (IP INFRINGEMENT CLAIMS), ANY BREACH OF ARTICLE 6

(CONFIDENTIALITY), ANY BREACH BY TEMPUS OF THE RESTRICTED PURPOSE CLAUSE IN SECTION 2.3 (NO USE BY THIRD PARTIES) OR SECTION 4.2 (TEMPUS IMPROVEMENTS), OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITHOUT LIMITING THE FOREGOING OR THE DISCLAIMERS SET FORTH IN SECTION 5.3 (DISCLAIMERS), IN NO EVENT SHALL RECURSION BE LIABLE FOR ANY DAMAGES, LOSSES, OR LIABILITIES ARISING FROM OR RELATING TO THE ACCURACY, COMPLETENESS, PERFORMANCE, RELIABILITY, OR FITNESS FOR PURPOSE OF THE TXFM MODEL OR ANY OUTPUTS GENERATED THEREFROM, TEMPUS'S USE OF THE TXFM MODEL, OR TEMPUS'S PRODUCTS OR SERVICES DEVELOPED USING THE TXFM MODEL.

ARTICLE 9
AUDIT RIGHTS

Tempus shall maintain reasonable documentation relating to its use of the TxFM Model, Tempus Improvements, and any Tempus Method Improvements retained by Tempus following termination or expiration of this Agreement, in each case, in sufficient detail to allow Recursion to ascertain whether Tempus is using the TxFM Model and Tempus Improvements in accordance with this Agreement. During the Term and for two years thereafter, within thirty days of Recursion's written request (but no more than once per year), Tempus shall provide Recursion with access to copies of such documentation solely to confirm that the TxFM Model and Tempus Improvements have been used in accordance with the terms and conditions of this Agreement.

ARTICLE 10
MISCELLANEOUS

10.1 **Governing Law and Disputes**. This Agreement will be governed exclusively by the laws of New York, without regard to its conflict of law principles. The Parties consent to exclusive jurisdiction and venue of the federal and state courts in New York, New York. The Parties will use good faith efforts to work together to resolve any disputes related to this Agreement, using mutually escalating discussions as needed.

10.2 **Equitable Relief; Cumulative Remedies**. Notwithstanding anything to the contrary herein, the Parties will be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any breach of this Agreement. Without limiting the foregoing, if Recursion determines, whether through an audit conducted pursuant to ARTICLE 9 (Audit Rights) or otherwise, that Tempus's use of the TxFM Model or any Tempus Improvement is in violation of the use limitations set forth in Section 2.2 (License Grant to Tempus) or Section 2.3 (No Use by Third Parties), Recursion shall be entitled to seek (a) injunctive relief to cease such prohibited conduct and/or (b) specific performance to compel Tempus to fulfill its contractual obligations with respect to such use. The Parties acknowledge and agree that a breach by Tempus of the use limitations set forth in Section 2.2 (License Grant to Tempus) or Section 2.3 (No Use by Third Parties) may cause irreparable harm to Recursion for which monetary damages would be

an inadequate remedy. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement but will be in addition to all other remedies available at law or in equity. No remedy referred to in this Agreement is intended to be exclusive, but each will be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under Applicable Law.

10.3 **Force Majeure**. Neither Party will be liable for any failure or delay of performance to the extent resulting from a cause outside of its reasonable control, such as natural disaster, strike, fire, pandemic, governmental action, terrorism, or war.

10.4 **Anti-Corruption**. Neither Party has received or been offered any illegal or improper payment, bribe, kickback, gift, or other item of value from an employee or agent of the other Party in connection with this Agreement. The Parties intend for their relationship and interactions under this Agreement to comply with the following: (a) the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)) and the associated safe harbor regulations; and (b) the limitation on certain physician referrals (Stark Law) (42 U.S.C. § 1395nn). Accordingly, no part of any remuneration provided under this Agreement or any other agreement between the Parties is a prohibited payment in exchange for recommending or arranging for the referral of business or the ordering of items or services, or otherwise intended to induce illegal referrals of business.

10.5 **Exclusion and Debarment**. As of the date of this Agreement and to the best of each Party's knowledge, neither such Party nor any of its personnel performing obligations under this Agreement: (a) have been the subject of a debarment proceeding under 21 U.S.C. § 335a; (b) are excluded from participation in Medicare, Medicaid, or any other federal or state health care program; or (c) are the subject of any government investigation that could result in such debarment or exclusion. If either Party becomes aware of such an event during the Term with respect to its personnel, it will promptly terminate its relationship with the affected personnel or remove them from performing obligations under this Agreement. If either Party becomes aware of such an event with respect to itself during the Term, it will promptly inform the other Party, and the other Party may immediately terminate this Agreement.

10.6 **Notices**. All notices which are required or permitted hereunder will be in writing and sufficient if delivered personally, sent by email (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if to Recursion, to: Recursion Pharmaceuticals, Inc.
41 South Rio Grande Street
Salt Lake City, UT 84101
Attention: Chief Legal Officer
Email: [***]

if to Tempus, to: Tempus AI, Inc.
600 W Chicago Ave Ste. 510
Chicago, IL 60654
Attention: General Counsel
Email: [***]

or to such other address(es) as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such notice will be deemed to have been given: (a) when delivered if personally delivered or sent by email on a Business Day (or if delivered or sent on a non-Business Day, then on the next Business Day); (b) on the Business Day after dispatch if sent by nationally-recognized overnight courier; or (c) on the fifth Business Day following the date of mailing, if sent by certified mail, postage prepaid, return receipt requested.

10.7 **Assignment**. This Agreement is binding upon, and will inure to the benefit of, the successors and permitted assigns of the Parties. Either Party may assign its rights and responsibilities under this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets; provided that the assigning Party provides within a reasonable amount of time written notice to the other Party of any such permitted assignment and the assignee agrees in writing to be bound by the terms and conditions of this Agreement. Either Party may also assign its rights and responsibilities under this Agreement to an Affiliate; provided that such Affiliate agrees in writing to be bound by the terms and conditions of this Agreement. Any other purported assignment is void.

10.8 **Use of Name and Marks**. To the extent legally required and subject to redaction of information that is not required to be disclosed, each Party has the right to make public statements regarding the existence of this Agreement and an accurate description of the subject matter hereof without the consent of the other Party. Neither Party may use the other Party's name or marks for any other purpose without the other Party's advance written consent. Any approved use of the other Party's logo must be in the approved form and subject to any usage guidelines provided by the other Party.

10.9 **Independent Contractors**. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

10.10 **Entire Agreement; Amendments and Waiver**. This Agreement, together with Exhibit A (H&E Record Features) and Exhibit B (H&E Records Delivery Terms) hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, and agreements, oral or written, between the Parties. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties hereto. Failure to enforce any term of this Agreement is not a waiver.

10.11 **Severability**. If any provision in this Agreement is held invalid or unenforceable, the remainder of the Agreement will remain enforceable to the fullest extent permitted by law, so long as such change does not materially change the cost or benefit of the Agreement to a Party.

10.12 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which taken together constitute the Agreement.

10.13 **Headings**. The captions to the several Articles, Sections and subsections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Articles and Sections hereof.

10.14 **Waiver of Rule of Construction**. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement will be construed against the drafting Party will not apply.

10.15 **No Third Party Beneficiaries**. No provision of this Agreement may be deemed or construed in any way to result in the creation of any rights in any person not a Party to this Agreement.

10.16 **Certain Conventions**. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause, or Exhibit will be deemed to be a reference to an Article, Section, subsection, paragraph, clause, or Exhibit of or to, as the case may be, this Agreement, unless otherwise indicated. Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words such as “herein,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (c) words using the singular will include the plural, and vice versa, (d) the words “including,” “includes,” “include,” “for example,” and “e.g.,” and words of similar import, will be deemed to be followed by the words “without limitation,” (e) the word “or” will be interpreted to mean “and/or,” unless the context requires otherwise, and (f) the word “will” will be construed to have the same meaning and effect as the word “shall” and vice versa.

10.17 **Further Assurances**. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement, including the filing of

additional assignments, agreements, documents and instruments, as the other Party may at any time and from time-to-time reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes of, or to better assure and confirm unto such other Party its rights and remedies under, this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RECURSION PHARMACEUTICALS, INC.		**TEMPUS AI, INC.**	
By:	/s/ Najat Khan	By:	/s/ Ryan Fukushima
Name:	Najat Khan	Name:	Ryan Fukushima
Title:	CEO and President	Title:	CEO Data & Apps

ELEVENTH AMENDMENT TO OFFICE LEASE

THIS ELEVENTH AMENDMENT TO OFFICE LEASE (this "Amendment") is made and entered into to be effective as of the 31st day of July, 2026, by and between VESTAR GATEWAY, LLC, a Delaware limited liability company ("Landlord") and RECURSION PHARMACEUTICALS, INC., a Delaware corporation ("Tenant").

RECITALS:

A. Landlord and Tenant have previously executed and delivered that certain Office Lease dated November 13, 2017 (the "Original Lease"), as amended by that certain First Amendment to Lease dated September 25, 2018 (the "First Amendment"), as amended by that certain Second Amendment to Office Lease dated November 13, 2019 (the "Second Amendment"), as amended by that certain Third Amendment to Office Lease dated January 22, 2021 (the "Third Amendment"), as amended by that certain Fourth Amendment to Office Lease dated February 25, 2021 (the "Fourth Amendment"), as amended by that certain Fifth Amendment to Office Lease dated May 15, 2021 (the "Fifth Amendment"), as amended by that certain Sixth Amendment to Office Lease dated October 18, 2021 (the "Sixth Amendment"), as amended by that certain Seventh Amendment to Office Lease dated April 12, 2022 (the "Seventh Amendment"), as amended by that certain Eighth Amendment to Office Lease dated May 1, 2022 (the "Eighth Amendment"), as amended by that certain Ninth Amendment to Office Lease dated May 13, 2022 (the "Ninth Amendment"), and that certain Tenth Amendment to Office Lease dated December 24, 2022 (the "Tenth Amendment", collectively, the "Lease") with respect to certain Premises (as defined in the Original Lease), Additional Premises (as defined in the Second Amendment), Expansion Premises (as defined in the Third Amendment) and Supplementary Premises (as defined in the Sixth Amendment) as more particularly described therein.

B. Landlord and Tenant have agreed to modify the Lease, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Definitions. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Lease unless the context expressly requires otherwise.

2. Sublease. Landlord and Tenant hereby acknowledge that concurrently with the execution of this Amendment, Landlord has consented to Tenant's sublease of a portion of the Expansion Premises and a portion of the Supplementary Premises (together, the "Subleased Premises") to Aliri USA Inc., a Colorado corporation ("Aliri"), and Nuton, LLC, a Delaware limited liability company ("Nuton"), pursuant to that certain (i) Sublease Agreement dated _____, 2026, by and between Tenant and Aliri, and (ii) Sublease Agreement dated _____, 2026, by and between Tenant and Nuton (each, a "Sublease," and together, the "Subleases"), subject to and in accordance with the terms of (a) a Consent to Sublease dated _____, 2026, by and among Landlord, Tenant and Aliri, and (b) a Consent to Sublease dated _____, 2026, by and among Landlord, Tenant and Nuton (each, a "Consent"). The portion of the Subleased Premises subleased to Aliri (the "Aliri Subleased Premises") and the portion of the Subleased Premises to Nuton (the "Nuton Subleased Premises") are each more particularly described on Exhibit "A" attached hereto.

3. Lease Term. The Lease Term as to the Premises only is hereby extended for a period of six (6) years commencing on June 1, 2028, and expiring on May 31, 2034 (the "Extension Period"). Tenant has no option to further extend the Lease Term as to the Premises. Notwithstanding anything contained in the Lease to the contrary, the Lease Term with respect to the Aliri Subleased Premises is presently set to expire on May 31, 2032, and Tenant has no option to further extend the Lease Term as to the Aliri Subleased Premises as of the date of this Amendment.

4. Base Rent. Tenant's obligation for payments of Base Rent during the Extension Period, for the Premises only, shall be as set forth in the chart below:

Month of Extension Period	Minimum Monthly Base Rent	Minimum Annual Base Rent	Annual Rent Rate PSF
June 1, 2028 – May 31, 2029	$256,194.33	$3,074,332.00	$31.00
June 1, 2029 – May 31, 2030	$263,880.16	$3,166,561.96	$31.93

June 1, 2030 – May 31, 2031	$271,813.92	$3,261,767.08	$32.89
June 1, 2031 – May 31, 2032	$279,995.61	$3,359,947.36	$33.88
June 1, 2032 – May 31, 2033	$288,425.23	$3,461,102.80	$34.90
June 1, 2033 – May 31, 2034	$297,102.78	$3,565,233.40	$35.95

5. Base Year. Notwithstanding anything contained in Section 5 of the Summary of Basic Lease Information of the Lease or elsewhere in the Lease to the contrary, during the Extension Period and as to the Premises only, the Base Year shall be calendar year 2028.

6. Termination Right. So long as the Lease is free from default (any required notice having been given and any applicable cure period having expired), Tenant shall have the one time right to terminate the Lease as to the Premises only with such termination to be effective on May 31, 2030 (the "Termination Date"), by delivering to Landlord, on or before May 31, 2029, written notice. On the Termination Date, and as a condition to the termination of the Lease with respect to the Premises only, Tenant shall vacate and surrender the Premises to Landlord on or before the Termination Date in the condition required pursuant to the terms of the Lease. Tenant acknowledges and agrees that the right of termination contained in this paragraph may be exercised, if at all, only by Tenant, and only as to the Premises, and does not apply to any subtenant, including Aliri and Nuton, or the Additional Premises, Expansion Premises and Supplementary Premises.

7. Payments of Rental Obligations. Payments of Base Rent, Tax Expenses, Operating Expenses, Additional Rent or other charges under the Lease shall be paid by (a) wire transfer or ACH transfer of immediately available funds pursuant to such wiring instructions as Landlord may, from time to time, furnish to Tenant, or (b) other electronic payment methods accepted by Landlord at the Shopping Center such as, by way of example, electronic check (e-check), debit or credit card via an online Clickpay portal provided by Landlord to Tenant. Notwithstanding the preceding sentence, subject to the remaining portions of this Paragraph, if Tenant pays any installment of Base Rent, Tax Expenses, Operating Expenses, Additional Rent or other charges under the Lease by check, such check shall be mailed to a designated/specified property lockbox or address provided by Landlord or at such other place as may from time to time be designated by Landlord in writing. Tenant acknowledges and agrees that it shall be responsible for verifying any and all electronic communications directing the transfer of funds or nonpublic personal information even if the electronic communication appears to be from Landlord. Tenant further acknowledges that it will not rely on telephone numbers in such electronic communications in the verification process. In furtherance of the foregoing, prior to initiating the first electronic payment or making any changes in payment methodology, a representative of Tenant shall speak with a known representative of Landlord via a known telephone number in order to verify the details of such payment. Tenant may not rely on any changes in wire instructions or other payment details received via an email, text message or other unverified or unconfirmed source. To the extent that Tenant initiates payment to Landlord via wire transfer, ACH payment or similar electronic means, Tenant bears the burden and the responsibility of assuring that the payment reaches the Landlord, with risk of loss shifting to Landlord only at the time of actual receipt by Landlord. Tenant understands and agrees that Landlord shall not be liable for any loss of funds resulting from a fraudulent wire transfer or any other compromise of wire instructions where Tenant did not follow the verbal verification procedure set forth herein or provided incorrect information, except to the extent caused by Landlord's gross negligence or intentional misconduct. Notwithstanding anything contained in the Lease to the contrary, Tenant shall, at Tenant's sole cost and expense, indemnify Landlord Parties against all Claims arising from Tenant's initiation or execution of a fraudulent, erroneous, or otherwise incorrect wire transfer ACH payment or similar electronic payment; Tenant's failure to verify wire transfer instructions, ACH payment or similar electronic payment means as required herein; and any third-party claim related to a wire transfer, ACH payment or similar electronic payment initiated by Tenant on impersonation or fraudulent instructions, regardless of how such instructions were received.

8. Notices. Tenant's address for notices under the Lease shall be amended to be:

To Tenant:

Recursion Pharmaceuticals, Inc.
41 South Rio Grande Street
Salt Lake City, Utah 84101
Attention: Jessee Dean
E-mail: jesse.dean@recursionpharma.com
Phone: (801) 518-7583

With a copy to:

Holland & Hart LLP
201 South Main Street, Suite 2200
Salt Lake City, Utah 84101
Atten: Adrienne Bell, Esq.

Any phone numbers or email addresses contained in this Amendment are for convenience only and in no event shall notices be transmitted orally or electronically, whether by facsimile, email or text message.

9. "As Is;" Tenant Improvement Allowances. Landlord shall have no obligation to perform any construction or make any additional improvements or alterations, or to afford any allowance to Tenant for improvement or alterations, in connection with this Amendment. Tenant acknowledges and agrees that all construction obligations of Landlord under the Lease required as of the date hereof, including, without limitation, payment of any tenant improvement allowances, have been performed in full and accepted.

10. Full Force and Effect. Except as expressly modified by this Amendment, the Lease remains unmodified and in full force and effect. All references in the Lease to "this Lease" shall be deemed references to the Lease as modified by this Amendment.

11. Counterparts; Electronic Signatures. This Amendment may be executed in one or more counterparts and the signature pages combined to constitute one document. Electronic signatures shall have the same force and effect as original signatures.

12. Estoppel. Tenant hereby affirms by execution of this Amendment that to the best of Tenant's knowledge as of the date of this Amendment, the Lease is in full force and effect and Tenant does not have any presently existing claims against Landlord or any offsets against any amounts due under the Lease. To the best of Tenant's knowledge, as of the date of this Amendment, there are no defaults of Landlord under the Lease and there are no existing circumstances which with the passage of time, notice or both, would give rise to a default under the Lease.

[Remainder of this page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to be effective as of the date and year first written above.

LANDLORD:	**TENANT:**
VESTAR GATEWAY, LLC, a Delaware limited liability company By: Gateway Mezzanine, LLC, its Sole Member By: SLC Gateway Retail, LLC, its Sole Member By: VGSLM, LLC, a Delaware limited liability company, its Managing Member	RECURSION PHARMACEUTICALS, INC., a Delaware corporation

By:	/s/ David Larcher	By:	/s/ Najat Khan
Name:	David Larcher	Name:	Najat Khan
Title:	Manager	Title:	CEO and President

Exhibit 31.1

Certification of Principal Executive Officer
Pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended

I, Najat Khan, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Recursion Pharmaceuticals, 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 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 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.

/s/ Najat Khan

Najat Khan, Chief Executive Officer (principal executive officer)
Date: November 2, 2026

Exhibit 31.2

Certification of Principal Financial Officer
Pursuant to Rules 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended

I, Ben Taylor, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Recursion Pharmaceuticals, 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 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 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.

/s/ Ben Taylor
Ben Taylor, Chief Financial Officer (principal financial officer)
Date: November 2, 2026

Exhibit 32.1

Certifications of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Recursion Pharmaceuticals, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), The undersigned certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Najat Khan

Najat Khan, Chief Executive Officer (principal executive officer)

/s/ Ben Taylor

Ben Taylor, Chief Financial Officer (principal financial officer)

Date: November 2, 2026