These Requester Terms and Conditions (together with all Orders governed hereby, "**Requester T&Cs**") are effective as of the date Requester signs the Signature Form or the date Requester first accesses the Platform, whichever is earlier ("**Effective Date**") and are agreed to by **Science Exchange, Inc.**, a Delaware corporation with its principal place of business at 2261 Market Street #4759, San Francisco, CA 94114, USA ("**Science Exchange**"), and the entity that signs the Signature Form (together with its Affiliates and subsidiaries, "**Requester**"), each referred to as a "**Party**" and collectively "**Parties**". Capitalized terms used, but not defined, in these Requester T&Cs have the meanings set forth in the Science Exchange Terms of Use available at https://www.scienceexchange.com/s/terms. These Requester T&Cs govern Requester's receipt of the Supplier Services.

RECITALS

Science Exchange has developed a proprietary Platform that enables organizations, like Requester, to search, order, manage and pay for life-sciences related scientific research and development goods and services from a network of suppliers;

Requester researches, develops, provides professional consultation services, manufacturers, or distributes pharmaceutical or biotechnology products or services;

Science Exchange wishes to make its Platform available to Requester, and Requester wishes to pay Science Exchange to use its Platform for procurement outsourcing of research and development activities, all in accordance with the terms and conditions set forth below, in the Terms and in the Signature Form.

For good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

INTRODUCTION

The following documents are attached hereto and made a part of these Requester T&Cs:

(A) Schedule A – Science Exchange Research & Development Services Terms and Conditions

(B) Schedule B – Science Exchange Human Clinical Trial Services Terms and Conditions

(C) Schedule C – Science Exchange Observational and Real-World Evidence Study Services Terms and Conditions

(D) Schedule D – Science Exchange Terms and Conditions for the Supply of Consumables, Goods and Equipment

(E) Schedule E – Science Exchange Terms and Conditions for the Supply of Software and SaaS

(F) Schedule F – Science Exchange Terms and Conditions for Human Biospecimen Procurement

(G) Schedule G – Science Exchange Terms and Conditions for Procurement of Non-Human Biological Material

(H) Schedule H – Science Exchange Terms and Conditions for Artificial Intelligence

(I) Schedule I – Science Exchange Terms and Conditions for Consulting Services

(J) Exhibit A – Sample Science Exchange Quote

(K) Exhibit B – Data Processing Addendum

The following Schedules apply to the following types of Supplier Services. If Requester's Signature Form excludes any Schedules, such excluded Schedules will not apply to Supplier Services provided pursuant to such Signature Form, and Requester will not procure the Supplier Services governed by such excluded Schedules.

For all research and development related Supplier Services, Schedule A will apply.

For human clinical trial related Supplier Services, in addition to Schedule A, Schedule B will apply.

For Supplier Services related to observational or real-world evidence studies involving human subjects or data related to human subjects (including health economics and outcomes research), in addition to Schedule A, Schedule C will apply.

For the supply of consumables, goods and equipment, Schedule D will apply.

For the supply of software and software as a service, Schedule E will apply.

For provision of human biospecimens, Schedule F will apply.

For provision of non-human biological material, in addition to Schedule A, Schedule G will apply.

Schedule H will apply with respect to Supplier Services that utilize artificial intelligence.

For performance of consulting services, Schedule I will apply.

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1. DEFINITIONS.

1.1. "**Dispute Notice Period**" has the meaning set forth in Section 4.4.

1.2. "**Indemnified Party**" has the meaning set forth in Section 7.2.1.

1.3. "**Indemnifying Party**" has the meaning set forth in Section 7.21.

1.4. **"Parttial Invoice"** has the meaning set forth in Section 4.2.

1.5. "**Quote(s)**" means Supplier's written, itemized, descriptive list of Supplier Services and their associated fees provided to Requester via the Platform.

1.6. "**Statement of Work**" means a detailed written description of the specific Supplier Services and/or Deliverables to be completed under an Order and may include the designation of partial invoices.

1.7. "**Supplier Agreement**" means the binding written agreement between Supplier and Science Exchange granting Supplier access to the Platform, specifically the Terms, the Supplier T&Cs, all Orders and the Supplier's Signature Form.

1.8. "**Taxes**" has the meaning set forth in Section 4.3.

1.9. "**Third Party Claim**" has the meaning set forth in Section 7.1.

2. ORDERING; DIRECT AGREEMENTS.

2.1. **Ordering Process.** There are various ways an Order can be made. They are as follows:

(A) Requester will initiate an order for any Supplier Services by submitting a Request via the Platform. Requester will ensure that each Request includes any information (e.g., a Statement of Work, protocols, specifications, timelines, delivery instructions, etc.) reasonably necessary to describe the Supplier Services to be performed such that Supplier can respond with an accurate Quote. Once a Requester receives a Quote that meets its needs, Requester will, in its discretion at the time, accept the Quote on the Platform and such Quote will become an Order once Requester submits a purchase order to Science Exchange or selects the applicable blanket purchase order.

(B) A Supplier will submit a Quote via the Platform to Requester, and Requester will, in its discretion at the time, accept the Quote on the Platform and, at such time and subject to such acceptance, such Quote will become an Order once Requester submits a purchase order to Science Exchange or selects the applicable blanket purchase order.

(C) A Supplier will submit a Quote directly to Requester that Requester uploads to the Platform and, in its discretion at the time, accepts, and such Quote will then become an Order once Requester submits a purchase order to Science Exchange or selects the applicable blanket purchase order.

In each case, A through C above, Supplier will not begin work under an Order until Supplier receives the corresponding purchase order from Science Exchange.

2.2. **Quotes.** Quotes are valid until the expiration date included on the Platform. Supplier may provide an updated Quote if Requester wishes to accept an expired Quote.

2.3. **Change Orders.** After placement of an Order, should a Change Order be needed, such Change Order must be documented and agreed upon by Supplier and Requester. Requester will ensure that each Change Order identifies all applicable changes.

2.4. **Order Termination.** Science Exchange or Requester may terminate an Order at any time (A) by giving at least ten (10) days' prior written notice to Supplier, or (B) immediately by giving written notice to Supplier, if termination is for safety or regulatory reasons, including but not limited to a request from the FDA, EMA or other regulatory authority or breach (or threatened breach) of the governing confidentiality provisions. In the event of termination of an Order by Science Exchange or Requester, Requester will pay Science Exchange any monies due and owing for Supplier Services properly performed and all reasonable expenses properly incurred in accordance with the applicable Order through the effective date of termination, provided that in the event of termination for default by Supplier, Requester will not be obligated to make any further payments to Supplier until Science Exchange and Requester have been fully compensated for damages suffered as a result of Supplier's default.

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2.5. **Conflict.** Except as otherwise expressly set forth herein, in the event of any conflict or inconsistency between these Requester T&Cs and any Order, the terms of these Requester T&Cs will prevail. Any additional or inconsistent terms in any purchase order, quotation, acknowledgment or other documentation of Supplier are hereby rejected and will not be part of any agreement between Supplier and Science Exchange or any Order unless, in the case of additional terms applicable to an Order, they specifically are agreed to pursuant to Section 2.7 hereof and Section 2.8 of the Supplier T&Cs.

2.6. **Direct Relationships.** Requester and a Supplier may agree that a Direct Relationship will govern the Supplier Services ordered via the Platform rather than these Requester T&Cs. If Requester and a Supplier agree that all their Orders will be governed by either a Direct Agreement or PO Terms rather than these Supplier T&Cs, the Requester will appropriately configure Supplier within Requester's Platform administration settings, and all Orders between Requester and such Supplier will state that they are governed by the applicable Direct Agreement or PO Terms. In such instance, Science Exchange's sole responsibility with regard to the Supplier Services is to act as the billing/payment entity and purchase order processor, and Science Exchange disclaims all contractual liability as it relates to Supplier Services under any such Direct Relationship Orders, and any disputes arising out of such Direct Relationship Orders will be resolved in accordance with the Direct Agreement or PO Terms, as applicable, between Requester and Supplier. Notwithstanding the foregoing, it is understood and agreed between the Parties that Article 4 (Invoicing and Payments) of these Requester T&Cs will supersede any conflicting section of the Direct Agreement or PO Terms between Supplier and Requester; *provided that* for Direct Relationship Orders, Requester and Supplier may, with written approval from Science Exchange, agree that timing of payment for Orders will be governed by the terms of the Direct Agreement or PO Terms (e.g., Net 45, Net 60, etc.). Such an agreement becomes binding on Science Exchange when Requester and Science Exchange (a) appropriately configure the payment terms for the applicable Direct Agreement or PO Terms on the Platform and (b) amend the Requester Agreement to align Requester's payment timing with such Platform configurations. The Parties acknowledge that Science Exchange's Terms of Use available at (https://www.scienceexchange.com/s/terms) and Privacy Policy available at (https://www.scienceexchange.com/s/privacy-policy) still apply to Requester and Supplier with regard to their use of the Platform for processing of Direct Relationship Orders.

2.7. **No Additional Terms.** It is the intent of Science Exchange and Requester to include in these Requester T&Cs and the Supplier T&Cs any and all applicable terms and conditions for the provision of Supplier Services to be performed by Supplier. Requester will not unilaterally add additional legal terms to any Order and will not require Supplier to execute any separate or additional agreement (including any MTAs) related to any Quote or Order. Any additional or conflicting legal terms included in an Order are only enforceable to the extent they are agreed to in writing by the applicable Requester and Supplier and reference Section 2.8 of the Supplier T&Cs.

3. RECEIPT OF SUPPLIER SERVICES.

3.1. **Suppliers.** Requester acknowledges that the Supplier Services are not performed by Science Exchange but rather by one or more Suppliers pursuant to the Supplier Agreement. Supplier is an independent contractor of Science Exchange and is free to determine the manner in which the Supplier Services are performed.

3.2. **Supplier T&Cs.** Requester acknowledges that, unless the applicable Order is governed by a Direct Agreement, all Orders are governed by these Requester T&Cs and the Supplier T&Cs, as applicable. Science Exchange will cause Supplier to comply with the Supplier T&Cs, including all Schedules applicable to the Supplier Services provided pursuant to such Order.

3.3. **Supplier Premises.** Requester and its Representatives will at all times while present on Supplier premises comply with all Supplier rules, regulations, policies and standard operating procedures; failure to do so is grounds for immediate removal.

3.4. **Requester Policies.** If Requester requires Supplier to abide by any Requester policies, including Business Conduct Policies, Requester will provide Supplier with such policies prior to accepting a Quote.

4. INVOICING AND PAYMENTS.

For each Order, Requester and Supplier are the two counterparties to a principal-based transaction. With respect to each Order except Direct Payment Orders, Requester authorizes Science Exchange to, directly or indirectly through one or more third-party payment processors, collect the Order Fees from Requester on behalf of the Supplier. Except for Direct Payment Orders, Science Exchange acts as a payment processor and agent of the payee. Science Exchange is not a principal with respect to any Orders.

4.1. **Purchase Orders & Invoices.** Once Requester approves an Order, Requester will issue a purchase order to Science Exchange referencing that Order. Science Exchange will then issue a corresponding purchase order to Supplier. Supplier will invoice Science Exchange for Order Fees upon completion of the applicable Supplier Services, and in any

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case within sixty (60) days of the "send invoice" notice provided by Science Exchange via the Platform in the event Requester marks the Order as "complete" via the Platform. Science Exchange will invoice Requester for Order Fees, and Requester will pay the Order Fees within 30 days of the invoice date.

4.2. **Partial Invoices.** When agreed upon between the Supplier and the Requester at the Order level, Supplier may invoice Science Exchange for Supplier Services as performance is completed and Deliverables are received ("**Partial Invoice**"), and Requester will pay the Partial Invoice from Science Exchange pursuant to the terms of the Partial Invoice.

4.3. **Taxes.** All Order Fees payable under the Agreement exclude all applicable sales, use, VAT and other taxes and all applicable export and import fees, customs duties and similar charges, excluding taxes based on Science Exchange's net income ("**Taxes**"). It is Supplier's obligation to assess Taxes applicable to an Order, if any, and include such Taxes as a separate line item on applicable Orders. Unless otherwise agreed in the applicable Order, Requester is responsible for paying all Taxes included on Orders to Science Exchange, and Science Exchange will include such payments for Taxes in its payment to Supplier. Supplier, and not Science Exchange, is then responsible for remitting Taxes to the appropriate authorities.

4.4. **Payment Disputes.** Requester may withhold payment of invoiced amounts which are disputed in good faith pending the resolution of such dispute, provided that: (a) Requester notifies Science Exchange of any dispute in writing within ten (10) days after receipt of the invoice that pertains to the dispute ("**Dispute Notice Period**"); (b) the notice provides reasonable explanation as to which amounts are being disputed and the nature of the dispute; and (c) Requester pays any undisputed amounts upon receipt of an updated invoice to reflect the undisputed portion. Upon Requester's non-disputed payment or expiration of the Dispute Notice Period, whichever occurs first, Requester's ability to dispute and/or to avoid such payment will be foreclosed. Subject to the foregoing, Supplier will be paid in accordance with the payment terms stated in the purchase order.

4.5. **Order Initiation Fee(s).** Notwithstanding the foregoing, from time to time Supplier may require Order Initiation Fees. Through Science Exchange, Requester will pay any such Order Initiation Fees upon receipt of the applicable invoice.

4.6. **Payment Method.** Unless otherwise indicated on the invoice, Requester will pay all amounts due to Science Exchange via ACH transfer, wire transfer or other accepted payment method to the appropriate account designated in writing by Science Exchange. Unless otherwise indicated on the invoice and purchase order, all amounts due to Science Exchange are in United States dollars.

4.7. **No Direct Payment to Supplier.** Requester represents and warrants that, except for Direct Payment Orders, it (a) will only remit payment for the Supplier Services to Science Exchange pursuant to the Agreement and (b) will not remit payment directly to a Supplier or any other entity for such Supplier Services.

5. THIRD-PARTY BENEFICIARIES. Except as expressly provided herein, no provisions of these Requester T&Cs, express or implied, are intended or will be construed to confer rights, remedies or other benefits to any third party under or by reason of these Requester T&Cs. Notwithstanding the foregoing, with regard to any Order with a specific Supplier, Requester will have the right to enforce any of the provisions of the applicable Supplier T&Cs as an express intended third-party beneficiary.

6. CONFIDENTIALITY. For clarity, the Parties acknowledge that Article 6 ("Confidentiality") of the Terms controls with respect to all activities conducted pursuant to these Requester T&Cs, including without limitation reviewing Requests, providing Quotes and the Supplier Services. Article 6 ("Confidentiality") of the Terms is hereby incorporated by reference into these Requester T&Cs.

7. INDEMNIFICATION.

7.1. **Indemnification.** Each Party will, at its expense, indemnify, defend and hold harmless the other Party, its officers, directors, employees and Representatives, against any liabilities, losses, damages, judgements, expenses, fines, penalties, charges and fees (including reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceedings or allegations brought against an indemnitee by a third party (each a "**Third Party Claim**") to the extent arising out of or attributable to: (A) any breach of these Requester T&Cs by the Indemnifying Party, (B) any negligence, fraud or willful misconduct of the Indemnifying Party in the performance of these Requester T&Cs, or (C) where Science Exchange is the Indemnifying Party, misappropriation or infringement of Intellectual Property Rights regarded as being caused by Supplier-supplied designs or specifications, or Supplier Materials or Supplier Confidential Information or Supplier-supplied service offerings, inventory of products and pricing; or (D) where Requester is the Indemnifying Party, misappropriation or infringement of Intellectual Property Rights regarded as being caused by Requester-supplied designs or specifications, or Requester Materials or Requester Confidential Information or Requester instructions in an Order; *provided that* in each of (A), (B) and (C), Requester will not have the right to be

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indemnified by both Science Exchange (pursuant to these Requester T&Cs) and Supplier (pursuant to the Supplier T&Cs) for the same Third Party Claim. For clarity, Requester may directly enforce Article 7 ("Indemnification") of the Supplier T&Cs against a specific Supplier with respect to any Order with such Supplier.

7.2. **Indemnification Procedure.**

7.2.1. **Notice.** In the event any Third Party Claim contemplated in Section 7.1 (Indemnification) of these Requester T&Cs is made, or action initiated, the Party seeking indemnification hereunder (the "**Indemnified Party**") will promptly notify the other Party (the "**Indemnifying Party**") in writing of such actual or threatened Third Party Claim to enable the Indemnifying Party to arrange for the defense of such Third Party Claim, *provided, however, that* failure to give prompt written notice will not limit the rights to indemnification hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure.

7.2.2. **Cooperation.** The Indemnified Party will cooperate with the Indemnifying Party in the investigation, defense and settlement of any Third Party Claims when the Indemnifying Party controls the defense of any such Third Party Claims. The Indemnifying Party will provide a diligent defense against and/or final settlement of any Third Party Claims brought or actions filed for the loss which is the subject of the foregoing indemnity.

7.2.3. **Control of Defense.** The Indemnifying Party will have sole control over the defense and the right to enter into a full and final monetary settlement of the Third Party Claims, at the Indemnifying Party's sole expense and discretion, provided that the Indemnifying Party will not agree to any settlement which imposes injunctive relief on, requires an admission of fault by, or does not include a complete release of the Indemnified Party without the consent of the Indemnified Party. In any such proceeding, the Indemnified Party will have the right to retain its own counsel and participate in the defense of the Third Party Claims, at the Indemnified Party's expense, *provided that* the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the claims without the prior written consent of the Indemnifying Party, which consent must not be unreasonably withheld.

7.2.4. **Non-exclusivity.** The indemnification provided by these Requester T&Cs will not be deemed exclusive of any other rights to which the Indemnified Party may be entitled to under the Agreement, any other agreement, applicable law, or otherwise.

8. LIMITATIONS OF LIABILITY.

8.1. **Limitations.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PLATFORM, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL REQUESTER OR ITS REPRESENTATIVES BE LIABLE TO SUPPLIER FOR CONTRACT DAMAGES OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING OUT OF OR RELATED TO SUPPLIER SERVICES PROVIDED PURSUANT TO THESE REQUESTER T&CS. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THE AGREEMENT, IN NO EVENT WILL EITHER PARTY'S OR THEIR REPRESENTATIVES' AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF (A) $1,000,000 OR (B) THE AGGREGATE AMOUNT OF FEES ACTUALLY COLLECTED BY SCIENCE EXCHANGE FROM REQUESTER FOR THE SUPPLIER SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY.

8.2. **Exceptions.** THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 8 WILL NOT APPLY TO ANY DAMAGE OR LIABILITY RESULTING FROM A PARTY'S (A) BREACH OF ARTICLE 6 (CONFIDENTIALITY) HEREIN; (B) INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 7 HEREIN; (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (D) INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS; OR (E) OBLIGATION TO PAY ORDER FEES HEREUNDER.

9. COMPLIANCE WITH LAWS. Requester, on behalf of itself and its Representatives, represents and warrants that it will comply with all Applicable Laws in its procurement and use of Supplier Services, including without limitation any of the laws and regulations specifically referenced herein.

9.1. **Labor and Employment.** Requester has implemented and maintains policies and procedures designed to facilitate compliance with all Applicable Laws regulating labor and employment. Requester will pay its employees fair compensation and provide safe working conditions. For any performance required under an Order (A) between two business entities based in the United States of America and (B) being performed in the United States of America and/or its territories, Requester agrees that the Order will be performed in compliance with the following, if applicable to Requester: the employee notice and related obligations found at 29 C.F.R. Part 471, Appendix A to Subpart A, Title VII of the Civil Rights Act of 1964; sections (1) and (3) of Executive Order No. 11625 relating to the promotion of Minority

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Business Enterprises; 41 CFR §§ 60-1.4(a); Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Family Medical Leave Act; and all corresponding implementing rules and regulations, all of which, including without limitation the contract clauses required and regulations promulgated thereunder, are incorporated herein by reference. Requester agrees to support the policy of not discriminating on the basis of age, sex, race, religion, color, national origin, physical or mental disability, or veteran status and abide by all laws, rules, and executive orders governing equal employment opportunity.

9.2. **Human Rights.** Requester respects human rights as embodied by the Universal Declaration of Human Rights and will comply with all Applicable Laws protecting human rights. Requester has implemented and will maintain policies and procedures designed to facilitate compliance with all Applicable Laws prohibiting human trafficking, forced labor and child labor in all relevant jurisdictions, including without limitation 48 CFR §52.222-50 (Combating Trafficking in Persons), the UK Modern Slavery Act, and Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims.

9.3. **Export Control.** In the performance of an Order, Requester will not transmit any materials in violation of any U.S. export control regulations. To comply with U.S. export control regulations, Requester may be required to obtain an export license prior to releasing certain technologies to non-US citizens depending on the person's home country and resident status.

9.4. **Sanctions.** Requester will not perform any illegal transaction with any Blocked Entity.

9.5. **Anti-Bribery and Anti-Corruption.** Requester represents and warrants that it has not and will not authorize, offer, promise, request, receive, or otherwise utilize improper payments or transactions to influence or attempt to influence any Government Official.

9.6. **Data Privacy and Security.** Requester will comply with all data privacy, data protection and data security laws applicable to its performance of each Order. Requester will comply with the terms of the Data Processing Addendum included as Exhibit B to the Requester T&Cs (the "**DPA**").

9.7. **Healthcare Fraud and Abuse.** Requester will comply with all applicable federal and state laws or regulations regarding insurance or government healthcare program reimbursement to the extent such laws or regulations govern Requester's activities under the Agreement. Requester will comply with any and all federal or state anti-kickback statutes, including without limitation the Eliminating Kickbacks in Recovery Act of 2018, 18 U.S.C. Section 220. Requester and Science Exchange acknowledge and agree that the Order Fees constitute fair market value for the Supplier Services and are not being given, directly or indirectly, as an inducement, reward or remuneration in return for (A) the formulary placement of any Requester product, (B) any referrals to recovery homes, clinical treatment facilities or laboratories or (C) any patient referrals or the generation of business involving any item or service payable by a United States federal government healthcare program. Further, Requester acknowledges and agrees that neither Science Exchange nor Supplier is required to purchase, order or recommend to any patients any products or services manufactured by or available through Requester.

9.8. **Payments to Covered Entities.** In the event that Supplier is a Covered Entity, Requester agrees that payments made by Science Exchange on behalf of Requester to each such Covered Entity or other compensation or consideration received by each such Covered Entity pursuant to the Agreement will (A) represent fair market value, (B) not be determined in a manner that that takes into account the volume or value of any future business that might be generated between the Covered Entity Supplier and Science Exchange or any Requester, (C) not be construed to require a Covered Entity Supplier to promote, purchase, prescribe or otherwise recommend any Requester products being marketed or under development and (D) comply with all Applicable Laws. Requester agrees that, as between Science Exchange and Requester, Requester is solely responsible for complying with any reporting requirements related to such payments to a Covered Entity including without limitation the United States Physician Payments Sunshine Act (referred to by Centers for Medicare & Medicaid Services as the Physician Open Payments Program) or its foreign equivalent.

10. MISCELLANEOUS. To the extent necessary or useful for the interpretation and enforcement of these Requester T&Cs, either by Science Exchange or Requester, Article 15 ("Miscellaneous") of the Terms is hereby incorporated into these Requester T&Cs by reference.

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SCHEDULE A

SCIENCE EXCHANGE RESEARCH & DEVELOPMENT SERVICES TERMS AND CONDITIONS

For all research and development related Supplier Services, Schedule A will apply. In the event of any conflicting or inconsistent terms between the rest of the Agreement and Schedule A, Schedule A will govern and control with respect to research and development related Supplier Services that do not entail human subjects research, including clinical trials.

1. DEFINITIONS.

1.1. "**Human Substances**" means cells, tissue, blood, or any other bodily fluids collected from human subjects as well as any derivatives thereof.

1.2. "**Protected Health Information**" has the meaning set forth in 45 CFR § 160.103.

1.3. "**RUO Deliverables**" has the meaning set forth in Section 5.2.

2. MATERIALS.

2.1. **Ownership of Materials.** To the extent that any Order provides that Requester supply (or has a third-party supply) Supplier with certain Requester Materials as described in the applicable Order or that Supplier supply Supplier Materials (such as samples which are subsequently prepared by Requester and returned to Supplier for analysis) to Requester in order to effectuate the performance of Supplier Services under an Order, Requester will retain all right, title, and interest to all Requester Materials and any Intellectual Property Rights therein, and Supplier will retain all right, title, and interest to all Supplier Materials and any Intellectual Property Rights therein, such that all rights to Materials remain with the party from which the Materials originated. Nothing in the Agreement or any Order grants to a Party or Supplier any rights in or to Materials, except the limited right to use such Materials as necessary for the corresponding Order to be performed.

2.2. **Transfer of Materials.** To the extent required by an Order, Requester will transfer to Supplier the Requester Materials required to perform the Supplier Services pursuant to such Order, and Supplier will transfer to Requester the Supplier Materials required to permit Requester to fulfill its obligations pursuant to such Order. Transfer of Materials will be in compliance with all Applicable Laws and in accordance with instructions in the applicable Order. Transferred materials will be accompanied by the appropriate documentation including, as applicable, material safety data sheets.

2.3. **Materials Warranty.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, ALL REQUESTER MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REQUESTER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, RESULTS, OR APPROPRIATENESS OF THE USE OF REQUESTER MATERIALS IN ACCORDANCE WITH AN ORDER. REQUESTER WARRANTS TO SCIENCE EXCHANGE AND SUPPLIER THAT USE OF REQUESTER MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY. REQUESTER ACKNOWLEDGES THAT FAILURE TO USE OR HANDLE SUPPLIER MATERIALS IN ACCORDANCE WITH APPLICABLE SUPPLIER INSTRUCTIONS MAY IMPACT THE RESULTS ASSOCIATED WITH AN ORDER.

2.4. **Use of Materials.** With respect to another's Materials, Requester and Supplier will (A) use the Materials provided to it hereunder solely in furtherance of the performance of the corresponding Order as set forth in the applicable Order and not for any other purpose; (B) store, handle and maintain the applicable Materials in accordance with the applicable Order, any instructions provided in regard to appropriate use of the Materials, prevailing industry practices, and any Applicable Laws; (C) not use the Materials for any experiments on human subjects, clinical trials, or diagnostic purposes involving human subjects unless the Materials are Investigational Products used in a Study subject to Schedule B; and (D) not use the Materials in animals intended for food use.

2.5. **Distribution of Materials.** With respect to another's Materials, Requester and Supplier will ensure that, except as otherwise provided in the applicable Order (including any Statement of Work attached thereto or incorporated therein by reference), it and its Representatives will not (A) provide or describe the Materials to any third-parties other than as necessary to further the performance of the Order or comply with Applicable Laws; (B) attempt to reverse engineer any of the Materials; (C) perform any studies to determine the structure, chemical composition, or other makeup of the Material; or (D) make any derivatives or progeny of the Materials. The party providing Materials will provide the recipient of such Materials with reasonable safe handling instructions and information, including all material safety data sheets.

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3. HUMAN SUBSTANCES.

3.1. **Transfer of Human Substances**. Requester represents and warrants that it will maintain control over the Human Substances received from the Supplier and agrees that such Human Substances will not be distributed for commercial purposes or otherwise transferred, given or sold by Requester (excluding to an Affiliate or Representative thereof) to any third party for any purpose(s) whatsoever without the prior written consent of Supplier.

3.2. **Use.** Requester acknowledges that the Human Substances are intended for research use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes, in vitro diagnostic purposes, *ex vivo* or *in vivo* therapeutic purposes, or for consumption by, or use in connection with administration or application to humans or animals. From the point of delivery of the Human Substances, the custody control and risk for the Human Substances will pass to Requester. Requester will be wholly responsible for the safe use and disposal of the Human Substances and all, if any, substance being derived from the Human Substances while in its possession and control and for that purpose it will be Requester's obligation to comply with all Applicable Laws, in whatever jurisdiction, affecting such use, possession control or disposal. Requester will carry out disposal of the Human Substances in a controlled respectful manner and in line with Applicable Laws. Requester must, on disposal of any Human Substances, provide to Science Exchange a written confirmation of its disposal. Additionally, upon receipt of Human Substances, Requester will provide Science Exchange contact information for the person responsible for the care of Human Substances delivered to Requester.

3.3. **HAZARDOUS AGENTS**. REQUESTER AGREES THAT HUMAN SUBSTANCES MAY CONTAIN INFECTIOUS AND/OR POTENTIALLY HAZARDOUS AGENTS.

4. INTELLECTUAL PROPERTY.

4.1. **Background IP.** The Agreement does not transfer ownership or title of any Background IP.

4.2. **Work Product.** Without limiting any other remedies available in law or equity, all right, title and interest in and to any Work Product, including without limitation any and all Intellectual Property Rights therein, will be the sole property of Requester whether the Supplier Services to be performed are completed or not. Supplier is obligated to assign, and hereby does assign, to Requester all of Supplier's right, title and interest in any Work Product. Supplier and its Representatives that contribute to any Work Product have agreed in advance in writing that all right, title and interest in such contributions is hereby assigned to Supplier or directly to Requester, and that to the extent legally permissible they waive any droit moral or similar rights to object to modifications, adjustments or additions to their contributions. All Work Product and any reproductions thereof are required to be surrendered to Requester by Supplier upon completion of the related Order or termination of an Order, whichever occurs first. Subject to Section 5.2 below, Work Product may be used by Requester without restriction and may not be used by Science Exchange, Supplier or their Representatives, if any, without Requester's prior written consent.

4.3. **Cooperation.** Requester will have the sole right to determine the treatment of any Work Product, including with respect to intellectual property or proprietary rights therein, to file and execute patent applications, to use and disclose them, or to take any other action that Requester deems appropriate. Supplier is required to reasonably cooperate with Requester, at Requester's expense, during and after the Term of the Agreement, to apply for and to execute any applications, assignments, or other documents reasonably necessary to obtain, protect, or evidence any Intellectual Property Rights or other statutory protection for the Work Product, as Requester deems appropriate.

4.4. **License**. If, in the course of performing the Supplier Services, Supplier incorporates into any Work Product or utilizes in the performance of the Supplier Services any Background IP, Supplier is required to grant, and pursuant to the Supplier T&Cs does grant, to Requester, and ensure its Representatives grant to Requester, a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) under such Background IP to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit the Work Product as set forth in the applicable Order. Supplier will not, and will ensure its Representatives will not, knowingly incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Work Product without Requester's prior written authorization and only after receiving the required approval from such third party.

5. WARRANTIES AND REPRESENTATIONS.

5.1. **Research Use Only.**

5.1.1. Work Product. Unless otherwise agreed by Requester and Supplier on the applicable Order, all Work Product is intended for research use only and has not been evaluated or approved by any government body or other

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organization for any diagnostic, therapeutic or clinical use, or for safety and effectiveness, and Requester will use Work Product accordingly. Requester acknowledges that use of Work Product for any purpose not contemplated herein or in an Order may violate Applicable Laws and may require additional approvals, intellectual property rights, licenses or permissions.

5.1.2. RUO Deliverables. Certain Deliverables provided by Supplier are subject to additional research use only restrictions (such Deliverables, "**RUO Deliverables**"). Supplier will indicate on the applicable Order which, if any, of the Deliverables are RUO Deliverables. Requester represents and warrants that, unless otherwise agreed upon in writing by Requester and the applicable Supplier, (A) RUO Deliverables will be used for research purposes only and will not be used in human subjects or for administration in clinical trials; (B) RUO Deliverables will not be used for any commercial purpose, including without limitation (i) sale, whether or not such sale is limited for use in research, (ii) provision of a service to a third party, (iii) use in any commercial veterinary, livestock or agricultural application, and (iv) manufacturing of a product for sale; and (C) in the event Requester transfers any RUO Deliverables to a third party, such third party has agreed in writing to use such RUO Deliverables only in accordance with this Section 5.2.2.

5.2. **Research Nature.** Requester acknowledges and understands that Supplier Services are of a research nature and by that effect, neither Science Exchange nor Supplier represent or warrant that Supplier will achieve the results desired by Requester.

5.3. **Disclaimer.** OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN, SCIENCE EXCHANGE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR QUALITY.

5.4. **Export Controls.** Requester will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Deliverables or information (including products derived from or based on Deliverables or information) to any destination, entity, person or end user in violation of any applicable export control laws or regulations. Requester will provide reasonable assistance and information as needed for Supplier to meet its trade compliance obligations arising from an Order with Requester.

5.5. **No Prohibited Data Transfers.** Except where lawful pursuant to an exception, license or otherwise, neither Requester nor Supplier shall engage in any transaction or series of transactions over any twelve (12) month period involving the sale, provision of access to, or similar commercial transaction involving any "bulk U.S. sensitive personal data" received from Supplier or Requester (as applicable), as defined in 28 CFR § 202.206, with any "Country of Concern" or with: (i) a foreign entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern or persons described in subsection (ii) hereof, or that is organized or chartered under the laws of, or has its principal place of business in, a Country of Concern; (ii) a foreign entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more persons described in subsections (i), (iii), (iv) or (v) hereof; (iii) a foreign individual who is an employee or contractor of a Country of Concern or of an entity described in subsections (i), (ii) or (v) hereof; (iv) a foreign individual who is primarily a resident in the territorial jurisdiction of a Country of Concern; or (v) any person, wherever located, determined by the Attorney General of the United States to be a Covered Person (each, (i)-(v), a "Covered Person," as that term is used in 28 CFR Part 202). The terms "Country of Concern" or "Countries of Concern" shall mean the People's Republic of China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela, including in each case any political subdivision, agency, or instrumentality thereof, and any other country designated as a "Country of Concern" pursuant to the process set forth in 28 CFR Part 202.

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SCHEDULE B

SCIENCE EXCHANGE HUMAN CLINICAL TRIAL SERVICES TERMS AND CONDITIONS

For human clinical trial related Supplier Services, in addition to Schedule A, Schedule B will apply. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule B, Schedule B will govern and control with respect to human clinical trial related Supplier Services.

1. DEFINITIONS.

1.1. "**Case Report Form**" or "**CRF**" means the case report form (paper or electronic) to be used by Supplier to record all of the Protocol-required information to be reported to Requester on each Study Subject.

1.2. "**IEC**" has the meaning set forth in Section 2.2.

1.3. "**Investigational Product**" means the compound/medical device identified in the Protocol that is being tested in the Study.

1.4. "**Investigator**" means a qualified employee of, or contractor to, Supplier experienced in the conduct of clinical studies in humans.

1.5. "**IRB**" means institutional review board.

1.6. "**Item(s) of Value**" includes any payment or transfer of value as defined in the U.S. Physician Payment Sunshine Act (42 USC 1320(e)(10)), and implementing regulations (42 CFR 403.900 et seq). The term "Item(s) of Value" should be interpreted broadly and may include, but is not limited to, money or payments or equivalents, such as gift certificates; gifts or free goods; meals, entertainment, or hospitality; travel or payment of expenses; provision of services, including medical writing and publications assistance; purchase of property or services at inflated prices; assumption or forgiveness of indebtedness; intangible benefits, such as enhanced social or business standing (e.g., making donations to government official's favored charity); and/or benefits to third persons related to government officials (e.g., close family members).

1.7. "**Medical Records**" means the Study Subjects' primary medical records kept by Supplier on behalf of the Investigator, including, without limitation, treatment entries, x-rays, biopsy reports, ultrasound photographs and other diagnostic images.

1.8. "**Protocol**" means the written clinical protocol referenced in each Order, as such protocol may be modified from time to time by Requester.

1.9. "**Study**" means the human clinical trial that is to be performed in accordance with the Agreement and the Protocol for purposes of gathering information about the Investigational Product identified in the Protocol.

1.10. "**Study Data**" means all records and reports, other than Medical Records, collected or created pursuant to or prepared in connection with the Study including, without limitation, reports (e.g., CRFs, data summaries, interim reports and the final report) required to be delivered to Requester pursuant to the Protocol and all records regarding inventories and dispositions of all Investigational Product.

1.11. "**Study Staff**" means the individuals involved in conducting the Study under the direction of the Investigator.

1.12. "**Study Subject**" means an individual who participates in the Study, either as a recipient of the Investigational Product or as a control.

2. CONDUCT OF THE STUDY.

2.1. **Compliance with Laws, Regulations, and Good Clinical Practices.** To the extent Requester will perform any part of the Study pursuant to an Order, Requester will perform the Study in strict accordance with these Requester T&Cs (including this Schedule), the Protocol, any and all Applicable Laws.

2.2. **Informed Consent Form.** Requester will review and, if appropriate, comment upon and approve the informed consent form used by Supplier in the Study.

2.3. **Medical Records and Study Data.**

2.3.1. Collection, Storage and Destruction. Requester may request that Supplier continue to store Medical Records and Study Data after retention is no longer required by any Applicable Law. Requester will make such record retention requests in writing and will be responsible for the expense of such extra record retention.

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2.3.2. Ownership. These Requester T&Cs do not transfer ownership of any Medical Records; Medical Records remain the property of the entity that owns such Medical Records pursuant to Applicable Law. All Study Data is the sole property of Requester.

2.3.3. Survival. This Section 2.3 ("Medical Records and Study Data") will survive termination or expiration of the Agreement.

2.4. **Duties of Investigator.** Upon receipt of notice from Supplier that Investigator will be leaving Supplier or is otherwise no longer able to perform the Study, Requester will reasonably cooperate with Supplier in the appointment of a new Investigator. The appointment of a new Investigator must have the prior written approval of Requester.

2.5. **Adverse Events.** Requester will promptly report to Supplier and Supplier's IRB/IEC any finding that could affect the safety of Study Subjects or their willingness to continue participation in the Study, influence the conduct of the Study, or alter Supplier's IRB/IEC approval to continue the Study.

2.6. **Use and Return of Investigational Product and Equipment.** Requester or a duly authorized agent of Requester will supply Supplier with sufficient amount of Investigational Product as described in the Protocol. Upon completion or termination of the Study, Supplier will return or destroy, at Requester's option, the Investigational Product, comparator products, and materials and all Confidential Information of Requester at Requester's sole expense.

2.7. **Key Enrolment Date.** If Supplier has not enrolled at least one (1) Study Subject by the key enrollment date set forth in the Protocol, then Requester may terminate the applicable Order in accordance with Article 8 below ("Study Termination"). Requester has the right to limit Study enrollment at any time.

2.8. **Study Suspension.** Supplier may suspend the Study, if, using good medical judgment, Supplier determines it is appropriate to do so for the medical benefit of the Study Subject participating in the Study. The suspension of the Study by Supplier in accordance with this Section will not be deemed a material breach of the Agreement.

3. PAYMENT. In consideration for the proper performance of the Study by Supplier in compliance with the terms and conditions of the Agreement (including this Schedule B), payments will be made in accordance with the provisions set forth in the applicable Order, with the last payment being made after Supplier completes all its obligations hereunder, and Science Exchange or Requester has received all properly completed CRFs and, if Science Exchange or Requester requests, all other Confidential Information of Requester.

3.1. **Fair Market Value.** Requester and Supplier will comply with all Applicable Laws and industry best practices intended to combat bribery and corruption in healthcare, including, as applicable based on the jurisdiction, codes promulgated by the International Federation of Pharmaceutical Manufacturers & Associations (IFPMA), the European Federation of Pharmaceutical Industries and Associations (EFPIA), and the Pharmaceutical Research and Manufacturers of America (PhRMA).

3.2. **Disclosure.** Requester and Supplier will comply with Applicable Laws requiring disclosure or reporting of payments made to Covered Entities. Science Exchange will not perform such disclosure or reporting obligations.

4. PERSONAL DATA.

4.1. **Personal Data.** Both prior to and during the course of the Study, the Investigator and his/her teams may be called upon to provide personal data. This data falls within the scope of the law and regulations relating to the protection of personal data and may be used by Science Exchange, Requester, and their Affiliates in compliance with Applicable Law, including as set forth below and for the length of time reasonably necessary for the purposes below.

For the Investigator, this personal data may include names, contact information, work experience and professional qualifications, publications, resumes, educational background and information related to financial disclosures or other potential conflict of interest, and payments made to payee(s) under the Agreement for the following purposes.

4.1.1. the conduct of clinical trials and/or statistical analysis;

4.1.2. verification by governmental or regulatory agencies, Requester, Science Exchange, and their agents and affiliates;

4.1.3. compliance with legal and regulatory requirements;

4.1.4. publication on www.clinicaltrials.gov and websites and databases that serve a comparable purpose;

4.1.5. storage in databases to facilitate the selection of investigators for future clinical trials or other business; and

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4.1.6. anti-corruption compliance.

Investigator's personal data may be transferred to countries outside of Investigator's country, which may not provide for the same level of protection as is applicable in Investigator's country. In such event, Science Exchange or Requester, as applicable, will make sure that appropriate safeguards are secured in advance of any transfer in accordance with Science Exchange's or Requester's, as applicable, legal obligations to ensure the protection of Investigator's personal data according to the data protection laws and regulations applicable in Investigator's country.

Names of members of Study Staff may be processed in Science Exchange's and Requester's study contacts database for study-related purposes only.

4.2. **Study Subject Personal Data.** Requester will use Study Subject personal data for Study purposes only and in compliance with Applicable Laws.

4.3. **Survival.** This Article 4 ("Personal Data") will survive termination or expiration of the Agreement.

5. STUDY SUBJECT INJURY.

5.1. **Adverse Events.** Upon Supplier's written notification of any claim of illness or injury actually or allegedly due to an adverse reaction to the Investigational Product, Requester will comply with Applicable Laws and cooperate with Supplier in the handling of the adverse event.

5.2. **Reimbursement.** Through Science Exchange, Requester will reimburse Supplier for the direct, reasonable and necessary medical expenses incurred by Supplier for the treatment of any adverse event experienced by, illness of or bodily injury to a Study Subject that is caused by treatment of the Study Subject in accordance with the Protocol, except to the extent that such adverse event, illness or personal injury is caused by:

5.2.1. failure by Supplier, or any of their respective personnel to comply with the Agreement (including this Schedule), the Protocol, any written instructions of Requester concerning the Study, or any Applicable Law, including GCPs,

5.2.2. negligence or willful misconduct by Investigator, Supplier or any of its personnel,

5.2.3. failure of the Study Subject to follow the reasonable instructions of the Investigator or Supplier relating to the requirements of the Study,

5.2.4. natural disease progression of any pre-existing disease or any underlying illness whether or not previously diagnosed, or

5.2.5. Protocol procedures that are also standard of care (i.e., where the Study Subject would have undergone such procedures for the treatment of the underlying disease even if not participating in the Study).

5.3 Survival. This Article 5 ("Study Subject Injury") will survive termination or expiration of the Agreement.

6. SCIENCE EXCHANGE DISCLAIMER. Science Exchange expressly disclaims any liability in connection with the Investigational Product, including any liability for any claim arising out of a condition caused by or allegedly caused by any Study procedures associated with such product except to the extent that such liability is caused by the negligence, willful misconduct or breach of the Agreement by Science Exchange. This Article 6 ("Science Exchange Disclaimer") will survive termination or expiration of the Agreement.

7. STUDY TERMINATION. Science Exchange will cause Supplier to comply with Supplier T&Cs, Schedule B, Article 8. Requester may terminate an Order for a Study for any reason effective immediately upon written notice to Supplier. Supplier may terminate an Order for a Study upon written notice if circumstances beyond Supplier's reasonable control prevent completion of the Study, or if it reasonably determines that it is unsafe to continue the Study. Upon receipt of notice of termination of an Order for a Study, Supplier will immediately cease any Study Subject recruitment, follow the specified termination procedures, ensure that any required Study Subject follow-up procedures are completed, and make all reasonable efforts to minimize further costs, and Science Exchange will make a final payment for visits or milestones properly performed pursuant to the Order for the Study in the amounts specified in applicable Order; provided, however, that ten percent (10%) of this final payment will be withheld until final acceptance by Requester of all CRF pages and all data clarifications issued and satisfaction of all other applicable conditions set forth herein. If a material breach of the Agreement appears to have occurred and termination of an Order for a Study may be required, then, except to the extent that Study Subject safety may be jeopardized, Requester may suspend performance of all or part of the Order, including, but not limited to, Study Subject enrollment.

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SCHEDULE C

SCIENCE EXCHANGE OBSERVATIONAL AND REAL-WORLD EVIDENCE STUDY SERVICES TERMS AND CONDITIONS

For Supplier Services related to observational or real-world evidence studies involving human subjects or data related to human subjects (including health economics and outcomes research), in addition to Schedule A, Schedule C will apply. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule C, Schedule C will govern and control with respect to Supplier Services related to observational or real-world evidence studies involving human subjects or data related to human subjects.

1. DEFINITIONS.

1.1. "**Collaborators**" means any entities or individuals, other than the Investigator and Study Staff, that collaborate with Supplier and Requester with respect to performance of the Study. Collaborators must be approved in advance in writing by Requester. Requester or Supplier, as the case may be, is responsible for ensuring that an adequate contractual relationship exists with all Collaborators. For avoidance of doubt, Collaborators are not a party to the Agreement and are not a third-party beneficiary of these Supplier T&Cs.

1.2. "**Confidential Information**" means, in addition to Confidential Information as defined in the Terms, (A) the Protocol and all information related thereto; (B) Study enrollment information (if any), information pertaining to the status of the Study, communications to and from regulatory authorities (if any) and Study Data; (C) all approvals and correspondence with or from an IRB or other entities with oversight responsibilities for the Study (if any), including ethics committees or data safety monitoring committees, all Study correspondence, and all other information generated by Supplier, Investigator or Study Staff in connection with the Study; (D) patent applications, technology, business plans, drug or medical device pricing and reimbursement information; and (E) all proprietary biological, chemical or other materials; applications, formulas, manufacturing processes, basic scientific data, Study Data, prior clinical data and formulation information. For clarity, all materials listed in (A) - (E) in the preceding sentence are Confidential Information or Requester.

1.3. As used in this Schedule C, "**Data Protection Laws**" means all laws, rules, regulations, declarations, decrees, directives, statutes, or other enactments, orders, mandates or resolutions issued or enacted by any national, state, county, municipal, local, territorial or other government bureau, court, commission, board, authority or agency setting forth privacy, security, breach notification, data subject rights or other requirements or protections for personal data, personally identifiable information, sensitive health information or similar terms that are applicable to Supplier's or Requesters conduct of the Study.

1.4. "**De-Identified**," including "**De-identification**" or "**De-identify**" means the process of removing, coding or otherwise eliminating or concealing data elements to de-identify data in accordance with the standards set forth in 45 CFR Section 164.514 and/or any successor regulation, or to otherwise render data anonymized in accordance with GDPR (defined in Exhibit A of the Terms) if and to the extent GDPR is applicable. Study Data that is "De-identified" is Study Data that has undergone De-identification.

1.5. "**Genetic Privacy Laws**" means all laws, rules or regulations setting forth restrictions, prohibitions or other requirements regarding the use, transfer, disclosure, storage or retention of human genetic information that are applicable to Supplier's or Requester's conduct of the Study.

1.6. "**HEOR Services**" means the performance of non-interventional and non-clinical scientific research generating health or economics outcomes evidence derived solely from the analysis of real world data. For the avoidance of doubt, HEOR Services exclude the following: (i) consenting of patients by a healthcare provider to participate in the specific research project; (ii) prospective therapeutic treatment of patients or assignment of a patient to a particular therapeutic strategy, (iii) conduct of observational studies of patients in a clinical setting, including post-approval studies, (iv) conduct of market research or (v) engagement or contracting with a Sensitive Third Party.

1.7. "**HIPAA**" means, collectively, the Health Insurance Portability and Accountability Act of 1996 (42 USC Section 1320d) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (Pub. L. No. 111-5), and their implementing regulations as amended from time to time.

1.8. "**IEC**" has the meaning set forth in Section 2.2.

1.9. "Investigator" means a qualified employee of, or approved contractor to, Supplier experienced in the conduct of studies similar to the Study.

1.10. "**IRB**" has the meaning set forth in Section 2.2.

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1.11. "**ISPOR Code of Ethics**" means that Code of Ethics assembled by the International Society for Pharmacoeconomics and Outcomes Research, Inc. d.b.a. The Professional Society for Health Economics and Outcomes Research and available online at https://www.ispor.org/code-of-ethics.

1.12. "**Item(s) of Value**" includes any payment or transfer of value as defined in the U.S. Physician Payment Sunshine Act (42 USC 1320(e)(10)), and implementing regulations (42 CFR 403.900 et seq). The term "Item(s) of Value" should be interpreted broadly and may include, but is not limited to, money or payments or equivalents, such as gift certificates; gifts or free goods; meals, entertainment, or hospitality; travel or payment of expenses; provision of services, including medical writing and publications assistance; purchase of property or services at inflated prices; assumption or forgiveness of indebtedness; intangible benefits, such as enhanced social or business standing (e.g., making donations to government official's favored charity); and/or benefits to third persons related to government officials (e.g., close family members).

1.13. "**Lead Drafting Party**" has the meaning set forth in Section 3.1.

1.14. "**Medical Records**" means copies of the Study Data Sources' medical records kept by Supplier on behalf of the Investigator.

1.15. "**Protocol**" means the written Study protocol referenced in each Order, as such protocol may be modified from time to time by Requester.

1.16. "**Publications**" means materials or information based on the design, methods or results of the Study and (including, but not limited to, articles, patient information items, manuscripts, posters, abstracts, web pages, and presentations in oral or written form) that are produced or released for dissemination to the public or in a public forum, or to Supplier personnel and subcontractors not directly connected with the performance of Study. For clarity, communications with health authorities, policy-making bodies or regulatory or governmental agencies are not Publications for purposes of these Supplier T&Cs.

1.17. "**Reviewing Party**" has the meaning set forth in Section 3.2.

1.18. "**Sensitive Third Party**" means (i) a covered recipient, as defined under 42 USCS § 1320a-7h, such as a physician or teaching hospital or any other similar person to entity as described in Applicable Law or (ii) a (or an affiliate of a) healthcare provider, access influencer, government or government officials, or (iii) any of the following: payor, distributor, wholesaler, insurance plan, pharmacy or other similar entity.

1.19. "**Study**" means the non-interventional, observational or real-world evidence study, including studies involving collection and analysis of health economics and outcomes research ("HEOR") but excluding any pharmacovigilance or post-approval observational studies, set forth in the applicable Order and that is to be performed in accordance with the Agreement and the Protocol for purposes of achieving the Study Aims.

1.20. "**Study Aims**" means the aims of the Study as set forth in the Protocol.

1.21. "**Study Data**" means all information, data, records and reports, other than Medical Records, collected or created pursuant to or prepared in connection with the Study required to be delivered to Requester pursuant to the Protocol.

1.22. "**Study Data Source**" means an individual whose information is used in the Study.

1.23. "**Study Facilities**" means facilities at which Supplier will perform such Study.

1.24. "**Study Staff**" means the individuals involved in conducting the Study under the direction of the Investigator.

2. CONDUCT OF THE STUDY.

2.1. **Compliance with Laws, Regulations, and Guidance.** To the extent Requester will perform any part of the Study pursuant to an Order, Requester will perform the Study in strict accordance with these Supplier T&Cs (including this Schedule), the Protocol, any and all Applicable Laws.

2.2. **Data Collection Methods**. Supplier and Requester will agree upon the methods for collection and creation of Study Data in the Protocol. Requester, in consultation with its institutional review board ("IRB") or independent ethics committee ("IEC"), will determine whether Data Protection Laws, including without limitation HIPAA, require an informed consent form to be obtained from each Study Data Source based on such methods and will record such determination in the Protocol.

2.2.1. Informed Consent Form. If Requester determines that informed consent forms are required, Supplier will use an informed consent form that has been approved by Requester and is in accordance with applicable Data Protection Laws and the requirements of Supplier's IRB or IEC that is responsible for

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reviewing the Study. Pursuant to the Agreement, Supplier will obtain the prior written informed consent of each Study Data Source.

2.2.2. Pathway under Data Protection Laws. If Requester determines that Data Protection Laws, including without limitation HIPAA, do not require informed consent forms for the Study, Requester and Supplier will work together in good faith to identify and implement appropriate pathways under Data Protection Laws and, if applicable, Genetic Privacy Laws for any collection, use, disclosure or transfer of Study Data. Without limiting the generality of the foregoing, to the extent a Supplier is providing De-Identified Study Data to a Requester (or vice versa) pursuant to an Order, the providing entity will ensure any such Study Data are appropriately De-identified in accordance with Applicable Laws, and the receiving entity will not attempt to re-identify the De-identified Data.

2.3. **Medical Records and Study Data.**

2.3.1. Collection, Storage and Destruction. Requester may request that Supplier continue to store Medical Records and Study Data after retention is no longer required by any Applicable Law. Requester will make such record retention requests in writing and will be responsible for the expense of such extra record retention.

2.3.2. Ownership. Supplier will retain ownership of Medical Records, and all Study Data is the sole property of Requester.

2.3.3. Right to Use Study Data. Requester will comply with the restrictions on Requester's use of the Study Data provided in writing by Supplier prior to acceptance of the applicable Order for the Study.

2.3.4. Survival. This Section 2.3 ("Medical Records and Study Data") will survive termination or expiration of the Agreement.

2.4. **Duties of Investigator.** Upon receipt of notice from Supplier that Investigator will be leaving Supplier or is otherwise no longer able to perform the Study, Requester will reasonably cooperate with Supplier in the appointment of a new Investigator. The appointment of a new Investigator must have the prior written approval of Requester.

2.5. **Key Enrolment Date.** If Supplier has not enrolled at least one (1) Study Subject by the key enrollment date set forth in the Protocol, then Requester may terminate the applicable Order in accordance with Article 8 below ("Study Termination"). Requester has the right to limit Study enrollment at any time.

2.6. **Study Suspension.** Supplier may suspend the Study, if, using good medical judgment, Supplier determines it is appropriate to do so for the medical benefit of the Study Subject participating in the Study. The suspension of the Study by Supplier in accordance with this Section will not be deemed a material breach of the Agreement.

3. PUBLICATIONS. Requester may unilaterally create and/or issue Publications. Supplier may not separately create and/or issue Publications without the prior written consent of Requester.

3.1. Any and all Publications will comply with the provisions of these Requester T&Cs. Each Publication will include all parties that qualify as an author, including, but not limited to, Requester. Authorship will be determined in accordance with the Uniform Requirements for Manuscripts Submitted to Biomedical Journals (http://www.icmje.org/). All persons who are eligible to be an author on a Publication must be listed as an author unless that person indicates that they do not wish to participate in a given Publication. The party taking the lead in authoring a Publication (the "**Lead Drafting Party**") will confirm the wishes of each potential author for inclusion in a particular Publication prior to its submission or dissemination. Supplier will comply with the International Committee of Medical Journal Editors: Uniform Requirements, Good Publication Practice for Pharmaceutical Companies, and the specific guidelines established by journals and congresses to which the publications will be submitted.

3.2. The Lead Drafting Party agrees to submit a copy of the proposed Publication to the other party (the "**Reviewing Party**") for review and comment at least sixty (60) days prior to its submission to the publisher, or if no publisher is involved, use or dissemination to the public. The Reviewing Party will have said sixty (60) day period to respond to the Lead Drafting Party with any requested revisions. The Lead Drafting Party agrees to delete information identified by the Reviewing Party as confidential prior to submitting such manuscript and/or abstract to the publisher. If reasonably requested by the Lead Drafting Party, the Reviewing Party will take reasonable steps to expedite the review process to less than said sixty (60) day period to meet the Lead Drafting Party's publication deadlines. Upon notification by the Reviewing Party that such review has been

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completed and the necessary revisions have been made, the Lead Drafting Party may submit the manuscript and/or abstract for publication after deleting information identified by the Reviewing Party as confidential.

4. **PAYMENT.** In consideration for the proper performance of the Study by Supplier in compliance with the terms and conditions of the Agreement (including this Schedule C), payments will be made in accordance with the provisions set forth in the applicable Order, with the last payment being made after Supplier completes all its obligations hereunder.

5. **PERSONAL DATA.**

5.1. **Personal Data.** Both prior to and during the course of the Study, the Investigator and his/her teams may be called upon to provide personal data. This data falls within the scope of the law and regulations relating to the protection of personal data and may be used by Science Exchange, Requester, and their Affiliates in compliance with Applicable Law, including as set forth below and for the length of time reasonably necessary for the purposes below.

For the Investigator, this personal data may include names, contact information, work experience and professional qualifications, publications, resumes, educational background and information related to financial disclosures or other potential conflict of interest, and payments made to payee(s) under the Agreement for the following purposes:

5.1.1. the conduct of studies and/or statistical analysis;

5.1.2. verification by governmental or regulatory agencies, Requester, Science Exchange, and their agents and affiliates;

5.1.3. compliance with legal and regulatory requirements;

5.1.4. storage in databases to facilitate the selection of investigators for future studies or other business; and

5.1.5. anti-corruption compliance.

Investigator's personal data may be transferred to countries outside of Investigator's country, which may not provide for the same level of protection as is applicable in Investigator's country. In such event, Science Exchange or Requester, as applicable, will make sure that appropriate safeguards are secured in advance of any transfer in accordance with Science Exchange's or Requester's, as applicable, legal obligations to ensure the protection of Investigator's personal data according to Data Protection Laws applicable in Investigator's country.

Names of members of Study Staff may be processed in Science Exchange's and Requester's study contacts database for study-related purposes only.

5.2. **Survival**. This Article 5 ("Personal Data") will survive termination or expiration of the Agreement.

6. **SCIENCE EXCHANGE DISCLAIMER.** Science Exchange expressly disclaims any liability in connection with the Study, including any liability for any claim arising out of a condition caused by or allegedly caused by any Study procedures except to the extent that such liability is caused by the negligence, willful misconduct or breach of the Agreement by Science Exchange. This Article 6 ("Science Exchange Disclaimer") will survive termination or expiration of the Agreement.

7. **STUDY TERMINATION.** Requester may terminate an Order for a Study for any reason effective immediately upon written notice to Supplier. Supplier may terminate an Order for a Study upon written notice if circumstances beyond Supplier's reasonable control prevent completion of the Study, or if it reasonably determines that it is unsafe to continue the Study. Upon receipt of notice of termination of an Order for a Study, Supplier will immediately cease any Study Data Source recruitment, follow the specified termination procedures, ensure that any required Study Data Source follow-up procedures are completed, and make all reasonable efforts to minimize further costs, and Science Exchange will make a final payment for visits or milestones properly performed pursuant to the Order for the Study in the amounts specified in applicable Order; provided, however, that ten percent (10%) of this final payment will be withheld until final acceptance by Requester of all Study Data and satisfaction of all other applicable conditions set forth herein. If a material breach of the Agreement appears to have occurred and termination of an Order for a Study may be required, then Requester may suspend performance of all or part of the Order, including, but not limited to, Study Data Source enrollment.

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SCHEDULE D

SCIENCE EXCHANGE TERMS AND CONDITIONS FOR THE SUPPLY OF CONSUMABLES, GOODS AND EQUIPMENT

For the supply of consumables, goods and equipment, Schedule D will apply. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule D, Schedule D will govern and control with respect to the supply of consumables, goods and equipment.

1. DEFINITIONS.

1.1. "**Bioprocessing Product**" means a Product intended for use in bioprocessing applications. For clarity, the term "bioprocessing" as used in this Schedule D means a scientific technique that uses complete living cells or their components (e.g., bacteria, yeast, algae, enzymes, chloroplasts) to obtain desired products (e.g., biofuels, antibodies, proteins).

1.2. **"Clinical Purpose"** has the meaning set forth in Article 4 below.

1.3. "**CRO**" means a for-profit or non-profit organization that performs scientific and research services on a fee-for-service basis for the benefit of a third-party customer.

1.4. "**Custom-Manufactured Products**" mean non-off-the-shelf Products supplied hereunder to fit specific Requester-designed functions or requirements."

1.5. **"Mice"** means mouse strains supplied by Supplier, their unmodified progeny or descendants of any kind and biological materials derived therefrom, including, but not limited to, cells, tissues, gametes and embryonic stem cells. Mice also includes any progeny resulting from cross-breeding of two or more Mice strains together as well as their unmodified descendants and any biological materials derived therefrom. Supplier Materials include Mice.

1.6. **"Modified Mice"** means mouse strains produced by (A) breeding Mice with mouse strains other than Mice, or (B) otherwise introducing into Mice one or more heritable genetic mutations through genetic engineering of any kind resulting in a measurable or observable phenotypic change, as well as their progeny, descendants and any biological materials derived therefrom including, but not limited to, cells, tissues, gametes and embryonic stem cells, or (C) modifications through use of somatic transgenesis resulting in a measurable or observable phenotypic change. Requester Materials will include Modified Mice.

1.7. "**Pre-Shipment Sample**" has the meaning provided in Section 3.2 below.

1.8. "**Product**" means the product or products described in the applicable Order. Products may include, without limitation, reagents, consumables, cell culture and other media, laboratory equipment and supplies, machinery, and other "goods" as defined in the Uniform Commercial Code and similar foreign laws and statutes. For clarity, Products do not include engineered cell products or synthetic RNA, gene knockout kits, advanced RNA and/or screening libraries; such items are governed by Schedule A of these Requester T&Cs.

1.9. "**Product Insert**" means the written safety instructions, directions for use and other written information included with the Product upon delivery.

1.10. "**Product Quality Agreement**" means the written quality technical agreement between the Parties that describes the Parties' quality control, technical, quality assurance and regulatory responsibilities relating to the manufacture and release of Product. Additional provisions to be covered in the Product Quality Agreement may include annual product reviews, returned goods, complaints, compliance with Product specific GMPs and relevant manufacturing regulations, and such other quality related concerns as deemed necessary.

1.11. "**Product Specifications**" means the specifications or similar requirements for each Product set forth in the applicable Order.

1.12. "**Product Warranty**" has the meaning provided in Article 5 below.

1.13. "**Rejected Products**" have the meaning provided in Section 3.4 below.

1.14. "**Rolling Forecast**" has the meaning provided in Section 2.1 below.

2. PRODUCT SUPPLY.

2.1. **Forecasts.** If so specified, and on the schedule set forth, in the applicable Order, Requester will provide Supplier with a written forecast of Requester's estimated Product supply requirements for the period specified in the Order (each, a **"Rolling Forecast"**). The Rolling Forecast will be non-binding and serve only as a good-faith estimate to facilitate Supplier's production scheduling. Supplier will notify Requester within twenty (20) days (or such other time period as set forth in the Order) of receipt of each Rolling Forecast whether or not Supplier can supply the amount of Products set forth therein.

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2.2. **Product Orders.** Each Order for Products will specify the price and quantity of each Product to be delivered as well as the delivery destination(s) and delivery date(s).

2.3. **Cancellations.** Except as specified in this Section 2.3 or as otherwise provided for in the Order, Orders for Product may be canceled by Requester at any time and for any reason prior to shipment without additional charge. Orders for Custom-Manufactured Products may be canceled by Requester at any time for any reason, and will be without charge if cancellation occurs within sufficient time to enable Supplier to cancel without incurring any non-cancellable cost. In the event that Requester fails to cancel an Order for any Custom-Manufactured Product within the time period set forth in the immediately preceding sentence, Requester will be responsible for Supplier's reasonable out-of-pocket costs actually incurred to manufacture such ordered Custom-Manufactured Products through the date of notice of cancellation (including costs of raw materials and labor), as evidenced by detailed written documentation. Supplier will use its reasonable efforts to mitigate and minimize such costs.

2.4. **Assembly, Installation and Commissioning.** Unless otherwise specified in the applicable Order, Requester will be responsible for any assembly, installation or commissioning of Products. Supplier may offer to furnish technicians to supervise assembly, installation and commissioning of the Products at Requester's expense by including such details in the applicable Quote. All other labor will be supplied by Requester. Requester will be responsible for placing the Products at points of assembly or installation and for preparing the installation site.

2.5. **Mice and Modified Mice.** Requester and its Affiliates will not use Mice or Modified Mice for (A) the development of a library of mouse embryonic stem cells; (B) the commercial sale or lease of any Mice or Modified Mice; (C) use of any Mice or Modified Mice or in the performance of fee-for-service contract research or development services for a third party, including but not limited to use in contract testing services; or (D) the generation, development, manufacture or importation of any Mice or Modified Mice for any of the foregoing. Subject to the foregoing limitations, any Mice and Modified Mice that are a Deliverable will be used solely for internal research, which may include: (1) breeding of Mice, or crossbreeding or genetic engineering of any kind leading to Modified Mice, provided that any resulting strain will be subject to the Agreement; (2) transfer of Modified Mice to a CRO to provide services, including breeding or crossbreeding services, solely for the benefit of Requester or its Affiliates; (3) transfer of Modified Mice to a non-CRO research collaborator or other recipient for the research collaborator's or other recipient's internal research use; or (4) transfer of Mice to a CRO to provide services other than breeding or crossbreeding solely for the benefit of Requester or its Affiliates. To the extent that Supplier owns or controls (with the right to sublicense) Intellectual Property Rights applicable to the Mice and Modified Mice, these rights are licensed to Requester and its Affiliates on a non-exclusive, royalty-free, fully paid-up, perpetual, non-transferable, and non-sublicensable (except as permitted above) basis for Requester and its Affiliates internal research use on the terms set forth above in this Section 2.5.

3. PRODUCT QUALITY; ACCEPTANCE AND REJECTION.

3.1. **Product Quality Agreement.** If so reasonably requested by Requester, Supplier and Requester will execute a mutually agreeable Product Quality Agreement, which, upon execution, will also govern quality aspects of the Orders for Products, provided that such Product Quality Agreement will not be deemed to have changed or modified any of the terms and conditions of the Agreement.

3.2. **Pre-Shipment Sample.** Unless otherwise provided for in the applicable Order, upon Requester's reasonable written request Supplier will provide Requester with a sample of a manufactured lot of Product (a "**Pre-Shipment Sample**") for the purpose of determining whether such sample conforms to the Product Specifications. Unless otherwise provided for in the applicable Order, within thirty (30) days of receiving such Pre-Shipment Sample, Requester will notify Supplier in writing as to whether or not the Pre-Shipment Sample conforms to the Product Specifications. If the Pre-Shipment Sample conforms to the Product Specifications or Requester fails to notify Supplier in writing within the thirty (30) day (or other) period that it does not conform, Supplier will deliver to Requester the Products in accordance with the terms of the Agreement. If Requester submits a notice of non-conformity, it will also describe the specific reasons that the Pre-Shipment Sample does not conform and, upon Supplier's written request, Requester will return such Pre-Shipment Sample to Supplier within seven (7) days or such other period provided for in the applicable Order. Requester will cooperate with Supplier in determining the basis of non-conformance. Unless otherwise provided for in the applicable Order, within thirty (30) days of receiving the notice of non-conformance and Supplier's confirmation that the Pre-Shipment Sample does not comply with the Product Specifications, Supplier will have at its option, the right to rectify the reason for non-conformance or send a replacement Pre-Shipment Sample to Requester.

3.3. **Inspection of Product by Requester.** Upon Requester's or its Affiliates' receipt of Products, Requester or its Affiliates will visually inspect the Products and notify Supplier within thirty (30) days (or such other time period set forth in the applicable Order) after receipt of any claims for visible shortages or excess, defects or damages.

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3.4. **Returns; Non-Conforming Products.** Requester or its Affiliates, as the case may be, will have the right at their sole discretion to return any Products for any reason whatsoever and without charge to it within thirty (30) days of receiving such Products (or such other time period set forth in the applicable Order) as long as such Product is not a custom manufactured product. Requester or its Affiliates may not return any custom manufactured Product that conforms to the applicable Product Specifications. Requester or its Affiliates, as the case may be, may reject any Product(s) that do not conform to Product Specifications ("**Rejected Products**") (A) for "patent defects", meaning those non-conformities that are capable of detection upon a reasonable visual inspection, within thirty (30) days after receipt of the Products (or such other time period set forth in the applicable Order); or (B) for "latent defects", meaning those that are not capable of detection upon a reasonable visual inspection, within sixty (60) days from the date of discovery of such non-conformity (or such other time period set forth in the applicable Order). Requester or its Affiliates will inform Supplier of such rejection by providing written notice and will return the Rejected Product to Supplier in accordance with Supplier's instructions at Supplier's cost. Supplier will not replace Rejected Products without the written consent of Requester or its Affiliates, as the case may be.

4. USE AND HANDLING OF PRODUCTS.

4.1. **Intended Use.** The Product Insert, if any, will set forth the intended use of the Product. Unless otherwise specified on the Product Insert, Bioprocessing Products are intended for research use only in bioprocessing applications and not intended for, including but not limited to, medical use, clinical or diagnostic use, or direct administration into humans or animals. Unless otherwise specified on the applicable Order or Product Insert, Products are not registered for a specific purpose with any regulatory or governmental body, including but not limited to, as medical or diagnostic device.

4.2. **Compliance.** Requester will ensure that (a) any use of the Products under its supervision complies with all Applicable Laws and (b) that personnel working with Products have appropriate and required qualifications and permissions.

4.3. **No Clinical Use.** Unless otherwise specified on the applicable Order or Product Insert, Products have not been evaluated or approved for the purpose of providing information for the diagnosis, prevention, or treatment of any disease or impairment of, or the assessment of the health of, human beings (a "**Clinical Purpose**"). If Requester wishes to use any Product for a Clinical Purpose, Requester will comply with Applicable Laws to ensure any such use of a Product for a Clinical Purpose adheres to the applicable legal, regulatory and safety standards.

4.4. **Safety.** Requester will employ and maintain any safety guards, controls, warning signs and other safety devices and features, and provide all warnings and instructions, which may reasonably be required for the safety of persons according to the location and use of the Product by Requester. Requester will use and require its employees to use safe operating procedures in operating the Product and will comply with all laws and regulations of any and all governmental bodies or agencies having jurisdiction, including (without limitation as to operations conducted in the United States) the Occupational Safety and Health Act of 1970 (OSHA), as amended, and regulations promulgated pursuant thereto and all amendments thereto with respect to the installation and use of the Product.

4.5. **Alterations.** Requester will not alter or misuse the Product nor combine the Product with another item in any manner which constitutes a danger to persons or which would cause the Product to infringe upon a third party's Intellectual Property Rights.

4.6. **CA Proposition 65.** If a Product may expose the end-user to chemicals, which are known to the State of California to cause cancer and/or birth defects or other reproductive harm, Supplier will include the appropriate warning on the Product Insert.

5. PRODUCT WARRANTY; DISCLAIMER.

5.1. **Product Warranty**. In addition to all other representations and warranties in the Agreement, Supplier warrants that all Products delivered to Requester at the time of delivery (A) will have been manufactured in accordance with Applicable Law (including GMP if applicable), the terms of these Supplier T&Cs, the applicable Order and the terms of the applicable Product Quality Agreement, (B) will be delivered with full title, free and clear of any liens or encumbrances or security interests, (C) conform to the applicable Product Specifications from the date that Supplier delivers the Product to Requester until the end of the shelf life of such Product (or such other period as specified in the applicable Order) (the "**Product Warranty**").

5.2. **Product Warranty Limitations.** Any improper use of the Product, whether intentional or unintentional, operation beyond capacity or any stated limitations, substitution of parts not approved by Supplier, failure or damage due to misapplication, lack of proper maintenance, abuse, improper installation, or abnormal conditions of temperature, moisture, or corrosive matter, or alteration or repair by others in such manner which affects the Product materially and adversely, will void the Product Warranty.

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5.3. **Product Replacement**. In the event that Product does not conform with the Product Warranty, Requester or the Affiliates, as the case may be, will notify Supplier and Supplier will, if so requested by Requester or the Affiliates, replace all rejected Product within the shortest commercially reasonable time possible at no additional cost to Requester or the Affiliates (including transportation costs). If Supplier does not provide replacement Product immediately that conforms with the Product Warranty or Requester or the Affiliates does not ask for a replacement, Supplier will refund any amounts paid by Requester or the Affiliates to Supplier for such Product. Upon the written request of Requester or the Affiliates, unless otherwise specified in the applicable Order Supplier will (X) pass through any applicable third-party manufacturer's warranty or assign its warranty rights to Requester or its Affiliates to the extent permitted by such Product manufacturer's warranty and (Y) provide to Requester or the Affiliates a copy of such manufacturer's warranty.

5.4. **DISCLAIMER**. SUPPLIER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR PARTICULAR PURPOSE OR USE EXCEPT AS HEREIN EXPRESSLY SET FORTH.

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SCHEDULE E

SCIENCE EXCHANGE TERMS AND CONDITIONS FOR THE SUPPLY OF SOFTWARE AND SAAS

For the supply of software and software as a service, Schedule E will apply. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule E, Schedule E will govern and control with respect to the supply of software and software as a service.

1. DEFINITIONS.

1.1. **"Authorized User"** means (i) any employee, temporary employee or on-site contractor retained by Requester or Requester's Affiliate; (ii) any person employed as an auditor or examiner by a public accounting firm or by governmental authority who has the legal right or obligation to gather or review information of data or any kind produced by or belonging to Requester or Requester's Affiliate; and (iii) any person or entity retained by Requester or its Affiliates to pursue Requester's business endeavors.

1.2. **"Clinical Purpose"** has the meaning set forth in Article 4.

1.3. **"License"** means, with respect to Software, the Software License, and with respect to SaaS, theSaaS License.

1.4. **"SaaS"** means the software as a service application and platform which Supplier makes available to Requester and its Affiliates via the Internet as more particularly described in the Order. If Supplier is delivering SaaS under an Order, the term "Supplier Services" as used in the Agreement includes the SaaS.

1.5. **"SaaS License"** means the license granted to Requester and its Affiliates by Supplier pursuant to Supplier T&Cs, Schedule E, Section 2.2.

1.6. **"Software"** means the software programs of Supplier provided under the Order to Requester and its Affiliates, including, unless otherwise specified in the Order, without limitation, the object code, and media, in machine readable form, and any improvement, addition, modification, or new version thereof provided by Supplier to Requester in performance of the Supplier Services, if any, or pursuant to a maintenance and support program of Supplier to which Requester subscribes. If Supplier is delivering Software under an Order, the term "Supplier Services" as used in the Agreement includes the Software.

1.7. **"Software License"** means the license granted to Requester and its Affiliates pursuant to Supplier T&Cs, Schedule E, Section 2.1.

2. GRANT OF LICENSE.

2.1. **License Use Limitations and Restrictions.**

2.1.1. License Use Limitations. Any License granted to Requester pursuant to Supplier T&Cs, Schedule E is subject to the following use limitations: (A) the License may only be used by an Authorized User; (B) if, and only to the extent, the Order requires the identification of Authorized Users by name, the License may only be used by the named Authorized Users identified by Requester (whether in the Order or in a written notice (email notification permitted) to Supplier provided concurrently with or after the effective date of the applicable Order); and (C) if, and only to the extent, the License is subject to a concurrent use limitation, the License must not be used at any point in time by more than the number of concurrent Authorized Users specified in the applicable Order.

2.1.2. License Restrictions. Except as otherwise permitted in the Order, Requester will not: (A) publish, copy, rent, lease or lend the Software, or as applicable, the SaaS; (B) transfer the Software, or as applicable, the SaaS; or (C) reverse engineer, decompile or disassemble the Software, or as applicable, the SaaS, or attempt to do so, except and only to the extent that the foregoing restriction is permitted by Applicable Law and by licensing terms governing the use of open-source components that may be included with the Software, or as applicable, the SaaS.

3. PROPRIETARY RIGHTS.

3.1. **Supplier Retained Rights.** Nothing contained herein will transfer from Supplier to Requester rights of ownership or title (including without limitation applicable patent, copyright and trade secret rights) to Software or, as applicable, the SaaS licensed to Requester under the Supplier Contract. Software and SaaS licensed hereunder will at all times be deemed to be the intellectual property of the Supplier.

3.2. **Requester Retained Rights and Rights to Results Generated.** Nothing contained herein will transfer from Requester to Supplier rights of ownership or title (including without limitation applicable patent, copyright and trade secret rights) to any data and information submitted (inputted, uploaded or otherwise) by Requester or its Affiliates to the SaaS. Requester will own all rights, title and interest in and to any and all results generated through use of Software or SaaS. The data and results described in the foregoing sentences will at all times be deemed Requester's Confidential

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Information.

4. USE OF SOFTWARE AND SaaS.

4.1. **Intended Use.** The Order will set forth the intended use of the Software or SaaS. Unless otherwise specified on the applicable Order, Software and SaaS are intended for research use only and are not intended for, including but not limited to, medical use, clinical or diagnostic use, or direct administration into humans or animals. Unless otherwise specified on the applicable Order, Software and SaaS are not registered for a specific purpose with any regulatory or governmental body, including but not limited to, as medical or diagnostic device.

4.2. **Compliance.** Requester will ensure that (a) any use of the Software and SaaS under its supervision complies with all Applicable Laws and (b) that personnel working with Software and SaaS have appropriate and required qualifications and permissions.

4.3. **No Clinical Use.** Unless otherwise specified on the applicable Order, Software and SaaS have not been evaluated or approved for the purpose of providing information for the diagnosis, prevention, or treatment of any disease or impairment of, or the assessment of the health of, human beings (a "**Clinical Purpose**"). If Requester wishes to use any Software or SaaS for a Clinical Purpose, Requester will comply with Applicable Laws to ensure any such use of a Software or SaaS for a Clinical Purpose adheres to the applicable legal, regulatory and safety standards.

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SCHEDULE F

SCIENCE EXCHANGE TERMS AND CONDITIONS FOR HUMAN BIOSPECIMEN PROCUREMENT

For provision of human biospecimens, Schedule F will apply. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule F, Schedule F will govern and control with respect to Supplier's provision of human biospecimens.

1. DEFINITIONS.

1.1. As used in this Schedule F, "**Data Protection Laws**" means all laws, rules, regulations, declarations, decrees, directives, statutes, or other enactments, orders, mandates or resolutions issued or enacted by any national, state, county, municipal, local, territorial or other government bureau, court, commission, board, authority or agency setting forth privacy, security, breach notification, data subject rights or other requirements or protections for personal data, personally identifiable information, sensitive health information or similar terms that are applicable to Supplier's or Requester's activities pursuant to the Order.

1.2. "**De-Identified**," including "**De-identification**" or "**De-identify**" means the process of removing, coding or otherwise eliminating or concealing data elements to de-identify data in accordance with the standards set forth in 45 CFR Section 164.514 and/or any successor regulation, or to otherwise render data anonymized in accordance with GDPR (defined in Exhibit A of the Terms) if and to the extent GDPR is applicable. De-Identified HBS are HBS that have undergone De-Identification.

1.3. "**Genetic Privacy Laws**" means all laws, rules or regulations setting forth restrictions, prohibitions or other requirements regarding the use, transfer, disclosure, storage or retention of human genetic information that are applicable to Supplier's or Requester's activities pursuant to the Order.

1.4. "**HBS**" or "**Human Biospecimens**" means cells, tissue, blood, or any other bodily fluids collected from human subjects as well as any derivatives thereof but excluding non-primary cells such as immortalized cell lines.

1.5. "**HBS Provider**" has the meaning set forth in Section 3.2 herein.

1.6. "**HIPAA**" means, collectively, the Health Insurance Portability and Accountability Act of 1996 (42 USC Section 1320d) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (Pub. L. No. 111-5), and their implementing regulations as amended from time to time.

1.7. "**IRB**" means the institutional review board, independent ethics committee, or other body responsible for review and approval of informed consent forms, protocols, and other documents used in human subjects research

1.8. "**Protected Health Information**" has the meaning set forth in 45 CFR § 160.103.

2. CONTENTS OF ORDER. Each Order for the procurement of HBS will include, at a minimum, the following details:

2.1. detailed description of the HBS to be provided to Requester by Supplier;

2.2. either (a) confirmation that consent was obtained pursuant to Section 3.2 (Human Subject Consent) below, or (b) confirmation by both Requester and Supplier that such consent is not required by Applicable Laws and documentation of the pathway that Requester and Supplier will implement for ethical and compliant transfer of the HBS pursuant to Section 3.3 below (Pathway Under Data Protection Laws);

2.3. the name, address and contact information of the HBS Provider(s) (defined in Section 3.2), if any;

2.4. the name, address and contact information for the person responsible for the care of HBS delivered to Requester;

2.5. whether the HBS are De-Identified, and if so, the standard used to De-Identify the HBS and all accompanying documentation;

2.6. whether the activities contemplated in the Order are subject to IRB requirements and/or approvals, and if so, list applicable IRB requirements and/or attach the applicable IRB approvals to the Order.

3. ETHICS & COMPLIANCE.

3.1. **General.** Requester represents and warrants that any and all of its activities under this Schedule F, including without limitation the storage, use and disposal of HBS, shall be in compliance with all Applicable Laws.

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3.2. **Human Subject Consent.** To the extent any consent or authorization is required by Applicable Laws, applicable policy, or other approval authority, to be obtained from an individual in connection with the collection, maintenance, or transfer of the HBS, Supplier represents and warrants that such informed consent or authorization was or will be obtained prior to collection of HBS. Such consent or authorization will be in writing and may be performed by Supplier or by a third party with which Supplier has executed an agreement with equivalent terms to this Schedule F (each such third party, an "**HBS Provider**"). Supplier will maintain records, or will cause HBS Provider to maintain records, of such consent or authorization in accordance with Section 3.2 (Records) of the Supplier T&Cs. Supplier will provide any consent forms to Requester upon request, and Requester will be provided the opportunity to review and comment upon such forms. For clarity, Such consent will substantively provide at a minimum that:

3.2.1. Supplier may transfer the individual's HBS to commercial companies (such as Requester), which may use such HBS for research and development purposes;

3.2.2. The individual has released the contents of the HBS, the by-products and derivatives of the HBS, and any products or processes developed from the HBS to Supplier and to any third party, such as Requester, who receives the HBS;

3.2.3. Such research may result in the development of a commercial pharmaceutical product, and the individual will not seek or accept money or any other compensation, nor assert any property interest in the use of the HBS in research or in any commercial products or processes developed by such research;

3.2.4. While consent may be withdrawn, the individual acknowledges and agrees that once the individual's HBS leave Supplier's repository, such HBS cannot be retrieved;

3.2.5. The individual's withdrawal of his/her consent may result only in destruction of the individual's HBS in Supplier's repository, but will not affect Requester's right to use any HBS already transferred to Requester hereunder; and

3.2.6. Requester will have the right to use data derived from Requester's use of the HBS for at a minimum the purposes of monitoring the accuracy and completeness of the research data, performing clinical and scientific research, and medical product development.

3.3. **Pathway Under Data Protection Laws.** If Requester and Supplier agree that Data Protection Laws, including without limitation HIPAA, do not require informed consent forms for the transfer of HBS set forth in an Order, Requester and Supplier will work together in good faith to identify and implement appropriate pathways under Data Protection Laws and, if applicable, Genetic Privacy Laws for the compliant and ethical transfer of HBS as set forth in the Order.

3.4. **IRB.** Prior to executing an Order for procurement of HBS, Supplier and Requester will discuss the level of IRB involvement applicable to the activities contemplated in the Quote based on Applicable Laws and both Requester and Supplier policies and ethical standards.The result of this discussion will be documented in the Order as set forth in Section 2.6 above.

3.5. **De-Identified HBS.** To the extent a Supplier is providing De-Identified HBS to a Requester pursuant to an Order, Supplier will ensure any such HBS and any accompanying documentation are appropriately De-Identified in accordance with Applicable Laws, and Requester will not attempt to re-identify the De-Identified HBS. Supplier will not provide Protected Health Information to Requester or Science Exchange in connection with the transfer of De-Identified HBS.

3.6. **Identified HBS.** To the extent Supplier is providing HBS that are not De-Identified to a Requester pursuant to an Order, such HBS and all accompanying documentation (including pseudonymized data that is considered personal data under any Data Protection Laws) are subject to the Data Processing Addendum attached to the Supplier T&Cs as Exhibit B.

3.7. **No Prohibited Data Transfers.** Except where lawful pursuant to an exception, license or otherwise, neither Requester nor Supplier shall engage in any transaction or series of transactions over any twelve (12) month period involving the sale, provision of access to, or similar commercial transaction involving the HBS provided herein or any other "bulk U.S. sensitive personal data" received from Supplier or Requester (as applicable), as defined in 28 CFR § 202.206, with any "Country of Concern" or with: (i) a foreign entity that is 50% or more

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owned, directly or indirectly, individually or in the aggregate, by one or more Countries of Concern or persons described in subsection (ii) hereof, or that is organized or chartered under the laws of, or has its principal place of business in, a Country of Concern; (ii) a foreign entity that is 50% or more owned, directly or indirectly, individually or in the aggregate, by one or more persons described in subsections (i), (iii), (iv) or (v) hereof; (iii) a foreign individual who is an employee or contractor of a Country of Concern or of an entity described in subsections (i), (ii) or (v) hereof; (iv) a foreign individual who is primarily a resident in the territorial jurisdiction of a Country of Concern; or (v) any person, wherever located, determined by the Attorney General of the United States to be a Covered Person (each, (i)-(v), a "Covered Person," as that term is used in 28 CFR Part 202). The terms "Country of Concern" or "Countries of Concern" shall mean the People's Republic of China (including Hong Kong and Macau), Cuba, Iran, North Korea, Russia, and Venezuela, including in each case any political subdivision, agency, or instrumentality thereof, and any other country designated as a "Country of Concern" pursuant to the process set forth in 28 CFR Part 202.

4. MATERIAL TRANSFER.

4.1. **Scope.** This Schedule F governs the transfer of HBS from Supplier to Requester and, if set forth in the Order or to the extent required due to Requester's need to return non-conforming HBS, the transfer of HBS from Requester to Supplier.Transfer of Non-Human Biological Material (defined in Schedule G) is governed by Schedule G. Transfer of Materials that are neither HBS nor Non-Human Biological Material are governed by Schedule A of these Supplier T&Cs. Any research and development Supplier Services provided by Supplier (including those involving HBS) are governed by Schedule A.

4.2. **Transfer of HBS.** Supplier will transfer HBS to Requester in compliance with all Applicable Laws and in accordance with the instructions in the Order. If set forth in the Order or to the extent required due to Requester's need to return non-conforming HBS, Requester will transfer HBS to Supplier in compliance with all Applicable Laws and in accordance with the instructions in the Order. From the point of delivery of the HBS, the custody control and risk for the HBS will pass to the recipient of the HBS (either Requester or Supplier, as applicable). HBS recipient will be wholly responsible for the safe use and disposal of the HBS and all, if any, substances being derived from the HBS while in its possession and control and for that purpose. Requester represents and warrants that it will maintain control over the HBS received from Supplier and agrees that such HBS will not be distributed for commercial purposes or otherwise transferred, given or sold by Requester (excluding non-sale transfer to an Affiliate or Representative thereof) to any third party for any purpose(s) whatsoever without the prior written consent of Supplier.

4.3. **Use.** With respect to HBS provided by Supplier to Requester, Requester will: (A) store, handle and maintain the HBS in accordance with the applicable Order, any instructions provided in regard to appropriate use of the HBS, prevailing industry practices, and any Applicable Laws; (B) not use the HBS for any experiments on human subjects, clinical trials, or diagnostic purposes involving human subjects; and (C) not use the HBS in animals intended for human consumption. Requester acknowledges that the HBS are intended for research use only and are not to be used for any other purposes including, but not limited to, unauthorized commercial purposes, in vitro diagnostic purposes, *ex vivo* or *in vivo* therapeutic purposes, or for consumption by, or use in connection with administration or application to humans or animals. Requester will carry out disposal of the HBS in a controlled respectful manner and in accordance with Applicable Laws. Requester must, on disposal of any HBS, provide to Science Exchange a written confirmation of its disposal.

4.4. **Ownership.** Requester retains all right, title, and interest in and to any and all information, ideas, methods, data, inventions, works, rights, properties, technology, and know-how that is conceived, created, discovered, developed, or invented by Requester from the use of the HBS. No license or other right is granted to Supplier under the Intellectual Property Rights of Requester. Unless otherwise explicitly stated herein, no license or other right is granted to Requester under the Intellectual Property Rights of Supplier.

4.5. **HAZARDOUS AGENTS**. REQUESTER AGREES THAT HUMAN SUBSTANCES MAY CONTAIN INFECTIOUS AND/OR POTENTIALLY HAZARDOUS AGENTS. HUMAN SUBSTANCES AND MATERIALS DELIVERED PURSUANT TO THIS SCHEDULE MAY BE EXPERIMENTAL IN NATURE AND HAVE HAZARDOUS OR UNKNOWN PROPERTIES. EXCEPT AS SET FORTH IN SECTION 4.6 HEREIN, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS OF THE HUMAN SUBSTANCES, MATERIALS OR DATA FOR A PARTICULAR PURPOSE.

4.6. **Warranty.** Supplier warrants (based on the representations from the sites providing HBS and review of the applicable clinical records) that it will not provide HBS from individuals believed to be Hep-B/C and HIV 1/2

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positive at the time of procurement (unless otherwise requested in the Order). Supplier will notify Requester immediately upon learning that HBS delivered to Requester were obtained from a patient who was infected with Hep-B/C, HIV 1/2, syphilis, or any other infectious disease that should have been disclosed to anyone handling such HBS pursuant to industry standards. Supplier represents and warrants that (A) it has the right to transfer the HBS; (B) there are no third party claims of ownership or other rights to the HBS; (C) the HBS were and/or will be collected, and have been and/or will be maintained in accordance with all Applicable Laws; and (D) to the extent that the collection of such HBS was or will be funded in whole or in part with funds from a third party (e.g., a government agency, a commercial sponsor), the transfer of the HBS to Requester is not inconsistent with the terms of any agreement between Supplier and the third party.

4.7. **Research Products.** Supplier will have no ownership or property interest in, or rights of any kind to, any profits that may result from the commercialization of any pharmaceutical, biologic or other product that is the subject of research conducted on the HBS or otherwise results from or involves use of the HBS.

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SCHEDULE G

SCIENCE EXCHANGE TERMS AND CONDITIONS FOR THE PROCUREMENT OF NON-HUMAN BIOLOGICAL MATERIAL

For provision of non-human biological material, in addition to Schedule A, Schedule G will apply. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule G, Schedule G will govern and control with respect to Supplier's provision of non-human biological material.

1. DEFINITIONS.

1.1. **"Non-Human Biological Material"** means any (i) material of plant, animal, microbial or other origin containing non-human DNA or RNA, and (ii) naturally occurring biochemical compound derived from the genetic expression or metabolism of any of the foregoing, whether or not such naturally occurring compound contains DNA or RNA. Non-Human Biological Material does not include Mice or Modified Mice as defined in Schedule D.

2. REQUESTER OBLIGATIONS.

2.1. **Compliance with Applicable Laws.** Requester represents and warrants to Science Exchange and Supplier it will use all Non-Human Biological Material only in compliance with all Applicable Laws, including without limitation legislation and regulations in respect of access and benefits sharing, such as applicable national legislation implementing the *Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization* adopted by the Conference of the Parties to the Convention on Biological Diversity at its tenth meeting on 29 October 2010 in Nagoya, Japan.

2.2. **Limited Use.** Requester acknowledges that, unless otherwise specified in the applicable Order, all Non-Human Biological Material have not been evaluated or approved by any governmental body or other organization for any diagnostic, therapeutic or clinical use, or for safety and effectiveness, and Requester will use Non-Human Biological Materials accordingly.

2.3. ALL NON-HUMAN BIOLOGICAL MATERIAL PROVIDED HEREUNDER IS PROVIDED AS-IS, WITH ALL FAULTS AND EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SCHEDULE G, SUPPLIER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE NON-HUMAN BIOLOGICAL MATERIAL, AND SUPPLIER EXPRESSLY DISCLAIMS THOSE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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SCHEDULE H

SCIENCE EXCHANGE TERMS AND CONDITIONS FOR ARTIFICIAL INTELLIGENCE

Schedule H will apply in relation to Supplier Services that utilize AI Systems. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule H, Schedule H will govern and control with respect to Supplier's use of AI Systems.

1. DEFINITIONS.

1.1. "**AI System**" means an application, tool, model or software which is designed to operate with varying levels of autonomy, and processes inputs to generate outputs such as decisions, content, predictions, recommendations or automated actions and includes but is not limited to machine learning systems, large language models, generative AI platforms neural networks, statistical learning algorithms (like linear and logistic regression, support vector machines, random forests, k-means clustering), reinforcement learning and other artificial intelligence systems including tools that produce content such as text, images or videos.

1.2. **"Explainable"** or **"Explainability"** means being able to explain on an individual level why the AI System leads to a particular decision or outcome. Unless the Parties expressly agree otherwise, this will in any event include a clear indication of the key factors that have led the AI System to a particular result and the changes to the input that must be made in order to arrive at a different result. Making an AI System Explainable includes the provision by Supplier of all the technical and other information required in order to explain, in court or other legal or regulatory proceedings, how Output Data has come about and the way in which Output Data has been created.

1.3. **"Input Data"** means data that is used as input for the execution of the AI System. Input data may only originate from sources approved by Requester in writing. Input Data may include Requester Content.

1.4. **"Output Data"** means data generated by the AI System as a result of processing Input Data. Output Data may include predictions, classifications, prescribed actions, or new data generated by AI Systems, such as generative adversarial models that produce new images, videos, sounds, or text.

1.5. **"Procedural Transparency"** means the provision of information by Supplier on the purpose of the AI System and the process followed in the development and application of the AI System and the data used in that context, which includes the provision of an understanding of the choices and assumptions made, the categories of data used in the development of the AI System, the way in which human intervention is provided for in the AI System, the method used to identify risks, the risks identified, and the measures taken to mitigate the risks, as well as the parties that were involved in the development of the AI System and their roles. For clarity, Procedural Transparency does not involve any disclosure of material non-public information by Supplier.

1.6. "**Requester Content**" means all data provided by Requester to Supplier for performance of Supplier Services using an AI System, including any Requester Confidential Information or personal data (as defined by Applicable Laws).

1.7. **"Technical Transparency"** means information which describes the technical operation of the AI System, including the technical specifications used in developing the AI System, the data used in developing the AI System, technical information on how the data used in developing the AI System were obtained and edited, information on the method of development used and the development process undertaken, substantiation of the choice for a particular AI System and its parameters, and information on the performance of the AI System. For clarity, Technical Transparency does not involve any disclosure of material non-public information by Supplier, including any trade secrets related to the AI System.

2. DISCLOSURE. Supplier hereby grants Requester the right to use, share and disclose the information related to an AI System's Explainability, Procedural Transparency and Technical Transparency solely to the extent necessary in any legal proceedings or investigations; *provided that* Requester promptly notifies Supplier of any such sharing or disclosure and reasonably cooperates with Supplier with respect to elements of such legal proceedings or investigations that relate to Supplier's products, services or intellectual property.

3. INTELLECTUAL PROPERTY.

3.1. **Ownership of Output Data.** Unless stated otherwise in the applicable Order, Requester will own all Intellectual Property Rights in the Output Data. Supplier is obligated to assign, and hereby does assign, to

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Requester, with full title guarantee, all right, title and interest in and to all Intellectual Property Rights in the Output Data and the Deliverables. The assignment under this clause shall take effect from the date on which the relevant Output Data is created.

3.2. **Requester Content.** All Intellectual Property Rights in and to the Requester Content will, at all times, be and remain the exclusive property of Requester or its third-party licensors. Requester is required to grant, and hereby does grant, to Supplier a limited, revocable, royalty-free, worldwide, non-exclusive and non-transferable licence to use Requester Content solely in accordance with these Supplier T&Cs and the applicable Order. Except to the extent Applicable Laws or the Order require longer records retention periods, within 30 days of expiry or termination of the Order, Supplier will remove all Requester Content from any AI System used in connection with the performance of the activities under any provision of Supplier Services and destroy and/or delete all Requester Content, the extent possible. Supplier will ensure that Requester Content cannot, without Requester's prior written consent, be accessed by third parties through Supplier's use of any AI System.

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SCHEDULE I

SCIENCE EXCHANGE TERMS AND CONDITIONS FOR CONSULTING SERVICES

Schedule I will apply to Consulting Services as defined herein. In the event of any conflicting or inconsistent terms in the rest of the Agreement and Schedule I, Schedule I will govern and control with respect to Supplier's provision of consulting services.

1. **DEFINITIONS.**

1.1. **"Consulting Services"** means professional services that are of an advisory nature and that have an end product that is essentially a transmittal of information, either written or oral. For clarity, Consulting Services are Supplier Services.

2. INTELLECTUAL PROPERTY.

2.1. **Background IP.** The Agreement does not transfer ownership or title of any Background IP.

2.2. **Work Product.** Without limiting any other remedies available in law or equity, all right, title and interest in and to any Work Product, including without limitation any and all Intellectual Property Rights therein, will be the sole property of Requester whether the Consulting Services to be performed are completed or not. Supplier is obligated to assign, and hereby does assign, to Requester all of Supplier's right, title and interest in any Work Product. Supplier and its Representatives that contribute to any Work Product have agreed in advance in writing that all right, title and interest in such contributions is hereby assigned to Supplier or directly to Requester, and that to the extent legally permissible they waive any droit moral or similar rights to object to modifications, adjustments or additions to their contributions. All Work Product and any reproductions thereof are required to be surrendered to Requester by Supplier upon completion of the related Order, or termination of an Order, whichever occurs first. Subject to Section 6.5 below, Work Product may be used by Requester without restriction and may not be used by Science Exchange, Supplier or their Representatives, if any, without Requester's prior written consent.

2.3. **Cooperation.** Requester will have the sole right to determine the treatment of any Work Product, including with respect to intellectual property or proprietary rights therein, to file and execute patent applications, to use and disclose them, or to take any other action that Requester deems appropriate. Supplier is required to reasonably cooperate with Requester, at Requester's expense, during and after the Term of the Agreement to apply for, and to execute any applications, assignments, or other documents reasonably necessary to obtain, protect, or evidence any Intellectual Property Rights or other statutory protection for the Work Product, as Requester deems appropriate.

2.4. **License**. If, in the course of performing the Consulting Services, Supplier incorporates into any Work Product or utilizes in the performance of the Consulting Services any Background IP, Supplier is required to grant, and hereby does grant, to Requester, and ensure its Representatives grant to Requester, a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) under such Background IP to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit the Work Product as set forth in the applicable Order. Supplier will not, and will ensure its Representatives will not, knowingly incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Work Product without Requester's prior written authorization and only after receiving the required approval from such third party.

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EXHIBIT A

Form of Quote

ScienceExchange

2261 Market Street #4759
San Francisco, CA 94114
*do not ship to this address

support@scienceexchange.com

Quote

Valid Until: **4/5/2024**
Request #: **SE-0000154923**
Version #: **1**
Date: **2/5/2024**

Bill To	Ship To	Remit To	Ship From
Gazelle Pharma	Gazelle Pharma - South San Francisco 176 Gateway Boulevard South San Francisco, CA 94080 United States	Science Exchange 2661 Market St #4759 San Francisco, CA 94114 United States	NovaSphere Labs 2644 El Cajon Boulevard San Diego, CA 92104 United States

Request Details

Request Title: **Multiple Myeloma PBMC - NovaSphere Labs**
Owner: **Avery Smyth**

Quote Details

Name	Unit Price (USD)	Unit	Qty	Discount (USD)	Total (USD)
Multiple Myeloma PBMCs | 4401-8504 | Catalog ID: 4401-8504 | Age: 68 | Sex: Female | Treatment Status: Active	$845.00	Unit	1	$0.00	$845.00

Subtotal (USD): $845.00

Total (USD): $845.00

Description

Lead Time: 3 Days

Terms and Conditions

The Master Service Agreement between Science Exchange and Gazelle Pharma will govern the Order and are incorporated herein by this reference.

Payment Schedule

Any upfront payments (aka order initiation fees) identified in this order are due upon order placement and are required for work to commence. Invoices and partial invoices will be sent when Science Exchange receives invoices from the Supplier. Where possible, invoices will be matched to the quote/PO line. If no match is identified, invoices may be matched across all quote/PO lines proportionally or the supplier may be required to resubmit an invoice specifying quote/PO lines.

Next Steps

- Generate a purchase order to Science Exchange, Inc. at 2261 Market St. #4759, San Francisco, CA 94114, USA. The purchase order must be made to Science Exchange and not the supplier.
- Please include Order #: SE-0000154923 in the purchase order, and in any supporting documents or correspondence.
- If submitting manually, please email the purchase order to POsubmission@scienceexchange.com.

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EXHIBIT B

DATA PROCESSING ADDENDUM

This Data Processing Addendum (including its Exhibits) ("**DPA**") forms part of the Requester T&Cs and is therefore integrated into the Agreement between Science Exchange and Requester. Pursuant to the Supplier Agreement, Supplier has agreed to the terms applicable to it in this DPA.

1. **THIRD-PARTY BENEFICIARY.** With regard to any Order with a specific Supplier, Requester has the right to enforce any of the provisions of this DPA against such Supplier as an express intended third-party beneficiary.

2. **SUBJECT MATTER AND DURATION.** This DPA reflects Supplier's and Requester's commitment to abide by Data Protection Laws concerning the Processing of Covered Personal Data in connection with an Order. In the course of performing an Order, Requester and Supplier may share certain Personal Data, including personal data that has been de-identified/pseudonymized or anonymized. This DPA will become legally binding upon the effective date of the Agreement. All capitalized terms that are not expressly defined in this DPA will have the meanings given to them in the Agreement. If and to the extent language in this DPA or any of its Attachments conflicts with the Agreement (including any Schedule or Exhibit thereto), this DPA shall control.

3. **DEFINITIONS.** For the purposes of this DPA, the following terms and those defined within the body of this DPA apply.

   3.1. "**Data Protection Laws**" means the applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the Covered Personal Data are subject. "Data Protection Laws" may include, but are not limited to, the California Consumer Privacy Act of 2018 ("**CCPA**"); the EU General Data Protection Regulation 2016/679 ("**GDPR**") and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; the United Kingdom Data Protection Act 2018; the Canada Personal Information Protection and Electronic Documents Act of 2000; the Brazilian General Data Protection Law of 2018; and the Australian Privacy Act 1988 (in each case, as amended, adopted, or superseded from time to time).

   3.2. "**Personal Data**" has the meaning assigned to the term "personal data" or "personal information" under applicable Data Protection Laws.

   3.3. "**Process**" or "**Processing**" means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

   3.4. "**Covered Personal Data**" means Personal Data Processed by Requester or by Supplier on behalf of Requester in connection with an Order.

   3.5. "**Security Incident(s)**" means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Covered Personal Data attributable to Supplier.

   3.6. "**Subprocessor(s)**" means Supplier's authorized vendors and third party service providers that Process Covered Personal Data. For clarity, any Subprocessors must be approved in advance by Requester pursuant to Section 11 of the Supplier T&Cs (and Section 10 of the Requester T&Cs).

4. **PROCESSING TERMS FOR COVERED PERSONAL DATA.**

   4.1. **Documented Instructions**. Supplier (and Requester, if applicable) shall Process Covered Personal Data to provide (or receive, in the case of Requester) the Supplier Services in accordance with the Agreement, this DPA, any applicable Order, and any instructions agreed upon by the Supplier and Requester. When Supplier Processes Covered Personal Data on behalf of Requester, Supplier will, unless legally prohibited from doing so, inform Requester in writing if it reasonably believes that there is a conflict between Requester's instructions and applicable law or otherwise seeks to Process Covered Personal Data in a manner that is inconsistent with Requester's instructions. If Requester Processes Covered Personal Data on behalf of Supplier, Requester will, unless legally prohibited from doing so, inform Supplier in writing if it reasonably believes that there is a conflict between Supplier's instructions and applicable law or otherwise seeks to Process Covered Personal Data in a manner that is inconsistent with Supplier's instructions.

   4.2. **Use of Subprocessors**. If Supplier wishes to engage Subprocessors to fulfill Supplier's contractual obligations under an Order, Supplier will first obtain written approval of the applicable Requester in accordance with Section 11 of the Supplier T&Cs (and Section 10 of the Requester T&Cs). If a Requester Processes Covered Personal Data on behalf of Supplier, such Requester will first obtain Supplier's written approval before engaging any Subprocessors.

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4.3. Supplier and Subprocessor Compliance. Supplier shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Covered Personal Data that imposes on such Subprocessors data protection requirements for Covered Personal Data that are consistent with this DPA; and (ii) remain responsible to Requester for Supplier's Subprocessors' failure to perform their obligations with respect to the Processing of Covered Personal Data. If Requester engages Subprocessors in relation to that Requester's Processing of Covered Personal Data on behalf of Supplier, that Requester shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Covered Personal Data that imposes on such Subprocessors data protection requirements for Covered Personal Data that are consistent with this DPA; and (ii) remain responsible to Supplier for Requester's Subprocessors' failure to perform their obligations with respect to the Processing of Covered Personal Data.

4.4. Right to Object to Subprocessors. Supplier agrees that Requester has the right to reasonably object to Supplier's engagement of a Subprocessor with respect to an Order at any time. Upon Requester's reasonable request, Supplier will cause Subprocessor to stop Processing Covered Personal Data and to delete any Covered Personal Data in its possession to the extent permitted by Applicable Laws. If Requester Processes Covered Personal Data on behalf of Supplier, that Requester agrees that Supplier has the right to reasonably object to such Requester's engagement of a Subprocessor with respect to an Order at any time. Upon Supplier's reasonable request, such Requester will cause Subprocessor to stop Processing Covered Personal Data and to delete any Covered Personal Data in its possession to the extent permitted by Applicable Laws.

4.5. Confidentiality. Any person authorized to Process Covered Personal Data must contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.

4.6. Personal Data Inquiries and Requests. Where required by Data Protection Laws, Supplier agrees to provide reasonable assistance and comply with reasonable instructions from Requester related to any requests from individuals exercising their rights in Covered Personal Data granted to them under Data Protection Laws. Where required by Data Protection Laws, Requester agrees to provide reasonable assistance and comply with reasonable instructions from Supplier related to any requests from individuals exercising their rights in Covered Personal Data granted to them under Data Protection Laws. When the Supplier acts as controller, Supplier is responsible for complying with data subject requests in respect of the Covered Personal Data held by Supplier.

4.7. Data Protection Supervisory Authorities. Requester and Supplier agree to cooperate and provide reasonable assistance as is necessary to each other to enable them to comply with Data Protection Laws and respond to any queries or complaints from data protection supervisory authorities.

4.8. Data Subject Consent. If applicable, Supplier represents and warrants that it has obtained appropriate consent from the data subjects whose Personal Data is being shared with Requester. Should Supplier learn that it has provided Personal Data that may not be shared, or a data subject has withdrawn consent, requested deletion, or opted-out of certain Processing, Supplier will promptly notify Requester so that the affected Personal Data can be removed or anonymized as required by Data Protection Laws.

4.9. Data Retention and Deletion. Each of Supplier and Requester shall not process Covered Personal Data for longer than necessary and shall promptly destroy Covered Personal Data once it is no longer needed or when no appropriate legal basis can be found.

4.10. Sale of Covered Personal Data Prohibited. Supplier shall not sell Covered Personal Data as the term "sell" is defined by the CCPA. Requester shall not sell Covered Personal Data as the term "sell" is defined by the CCPA.

4.11. Data Protection Impact Assessment and Prior Consultation. Where required by Data Protection Laws, Supplier agrees to provide reasonable assistance at Requester's expense to Requester where, in Requester's judgment, the type of Processing performed by Supplier requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities.

4.12. Demonstrable Compliance. Supplier agrees to provide information reasonably necessary to demonstrate compliance with this DPA upon Requester's reasonable request.

5. INFORMATION SECURITY PROGRAM. Supplier shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Covered Personal Data. Supplier agrees that Requester may, at Requester's expense and not more than once per year unless required by Applicable Laws, perform an assessment of Supplier's information security program to ensure that such program meets Requester's standards. Requester and Supplier shall apply appropriate technical and organizational security measures to protect Covered Personal Data against accidental or

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unlawful destruction or loss, alteration, unauthorized disclosure, use or access and against all other unlawful forms of Processing.

6. **SECURITY INCIDENTS.** Upon becoming aware of a Security Incident, Supplier agrees to provide prompt written notice within the time frame required under Data Protection Laws to Requester or such shorter time period as directed by Requester in the applicable Order. Where possible, such notice will include all available details required under Data Protection Laws for Requester to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

7. **CROSS-BORDER TRANSFERS OF COVERED PERSONAL DATA.**

   7.1. **Cross-Border Transfers of Covered Personal Data**. If required by the applicable Order, Requester authorizes Supplier and its Subprocessors to transfer Covered Personal Data across international borders, including from the European Economic Area, Switzerland, and/or the United Kingdom to the United States.

   7.2. **Restriction on "Foreign Intelligence Information"**. Requester shall ensure that no Covered Personal Data about a non-United States person which originates in the European Economic Area, Switzerland, and/or the United Kingdom is made available to Supplier which could reasonably be considered "foreign intelligence information" as defined by 50 U.S.C. § 1801(e). Supplier shall ensure that no Covered Personal Data about a non-United States person which originates in the European Economic Area, Switzerland, and/or the United Kingdom is made available to Requester which could reasonably be considered "foreign intelligence information" as defined by 50 U.S.C. § 1801(e).

   7.3. **EEA, Swiss, and UK Standard Contractual Clauses**. If Covered Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by or on behalf of Requester to Supplier, or by or on behalf of Supplier to Requester, in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, Supplier and Requester agree that the transfer shall be governed by the appropriate Module's obligations in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**Standard Contractual Clauses**") as supplemented by **Attachments 1 through 4** attached hereto, the terms of which are incorporated herein by reference. Depending on the specific activities contemplated by an Order, each of Requester and Supplier may be (a) data exporter or data importer and (b) controller or processor. As used in this section, the terms "data exporter," "data importer," "controller" and "processor" have the meanings ascribed to such terms in GDPR.

      7.3.1. Transfer Controller to Processor. For Orders where Requester is a controller and data exporter while Supplier is a processor and data importer, Standard Contractual Clauses Module Two and Attachment 1 hereto apply with respect to Processing of Covered Personal Data.

      7.3.2. Transfer Controller to Controller. For Orders where Requester is a controller and data importer while Supplier is a controller and data exporter, Standard Contractual Clauses Module One and Attachment 2 hereto apply with respect to Processing of Covered Personal Data.

      7.3.3. Transfer Processor to Processor. For Orders where Requester is a processor and data importer while Supplier is a processor and data exporter, Standard Contractual Clauses Module Three and Attachment 3 hereto apply with respect to Processing of Covered Personal Data.

      7.3.4. Transfer Processor to Controller. For Orders where Requester is a processor and data exporter while Supplier is a controller and data importer, Standard Contractual Clauses Module Four and Attachment 4 hereto apply with respect to Processing of Covered Personal Data.

8. **AUDITS.** Where Data Protection Laws afford Requester an audit right, Requester (or its appointed representative) may carry out an audit of Supplier's policies, procedures, and records relevant to the Processing of Covered Personal Data. Any audit must be: (i) conducted during Supplier's regular business hours; (ii) with reasonable advance notice to Supplier; (iii) carried out in a manner that prevents unnecessary disruption to Supplier's operations; and (iv) subject to reasonable confidentiality procedures. In addition, any audit shall be limited to once per year, unless an audit is carried out at the direction of a government authority having proper jurisdiction.

9. **COVERED PERSONAL DATA DELETION.** At the expiry or termination of the Agreement, Supplier will delete all Covered Personal Data (excluding any back-up or archival copies which shall be deleted in accordance with Supplier's data retention schedule), except where Supplier is required to retain copies under Applicable Laws, in which case Supplier will isolate and protect that Covered Personal Data from any further Processing except to the extent required by Applicable Laws.

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10. REQUESTER'S OBLIGATIONS. Requester represents and warrants that: (i) it has complied and will comply with Data Protection Laws; (ii) it has provided data subjects whose Personal Data will be Processed in connection with the applicable Order with a privacy notice or similar document that clearly and accurately describes Requester's practices with respect to the Processing of Personal Data; (iii) it has obtained and will obtain and continue to have, during the term, all necessary rights, lawful bases, authorizations, consents, and licenses for the Processing of Personal Data as contemplated by the applicable Order; and (iv) Supplier's Processing of Covered Personal Data in accordance with the applicable Order will not violate Data Protection Laws or cause a breach of any agreement or obligations between Requester and any third party.

11. PROCESSING DETAILS.

11.1. Subject Matter. The subject matter of the Processing is the Supplier Services pursuant to the applicable Order.

11.2. Duration. The Processing will continue until the completion of the applicable Order.

11.3. Categories of Data Subjects. Data subjects whose Personal Data will be Processed pursuant to the applicable Order.

11.4. Nature and Purpose of the Processing. The purpose of the Processing of Covered Personal Data by Supplier is the performance of the Supplier Services pursuant to the applicable Order.

11.5. Types of Covered Personal Data. Covered Personal Data that is Processed pursuant to the applicable Order.

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ATTACHMENT 1 TO THE DATA PROCESSING ADDENDUM

This Attachment 1 forms part of the DPA and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Attachment 1 have the meaning set forth in the DPA.

The parties and Supplier agree that the following terms shall supplement the Standard Contractual Clauses:

1. **Supplemental Terms.** The parties and Supplier agree that: (i) a new Clause 1(e) is added the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses also apply mutatis mutandis to Supplier's and Requester's processing of personal data that is subject to the Swiss Federal Act on Data Protection. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss law as it relates to transfers of personal data that are subject to the Swiss Federal Act on Data Protection."; (ii) a new Clause 1(f) is added to the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses, as supplemented by Annex III, also apply mutatis mutandis to Supplier's and Requester's processing of personal data that is subject to UK Data Protection Laws (as defined in Annex III)."; (iii) the optional text in Clause 7 is deleted; (iv) Option 1 in Clause 9 is struck and Option 2 is kept, and data importer must submit the request for specific authorization at least thirty (30) days in advance; (v) the optional text in Clause 11 is deleted; and (vi) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. **Annex I.** Annex I to the Standard Contractual Clauses shall read as follows:

   A. List of Parties

   Data Exporter: Requester.
   Address: As set forth in the Notices section of the Agreement.
   Contact person's name, position, and contact details:
   As set forth in the Notices section of the Agreement.

   Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
   Role: Controller.

   Data Importer: Supplier.
   Address: As set forth in the Notices section of the Supplier Agreement.
   Contact person's name, position, and contact details:
   As set forth in the Notices section of the Supplier Agreement.

   Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
   Role: Processor.

   B. Description of the Transfer:

   Categories of data subjects whose personal data is transferred: The categories of data subjects are described in the applicable Order.

   Categories of personal data transferred: The categories of personal data are described in the applicable Order.

   Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: Sensitive data that is transferred is described within the relevant sections of the applicable Order.

   The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Personal data is transferred in accordance with the standard functionality of the Supplier Services, or as otherwise agreed upon by the Supplier and Requester.

   Nature of the processing: The Supplier Services pursuant to the applicable Order.

   Purpose(s) of the data transfer and further processing: The Supplier Services pursuant to the applicable Order.

   The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Data importer will retain personal data in accordance with the DPA.

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For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The subject matter, nature and duration as identified above and in the applicable Order.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the Supplier and Requester consistent with the conditions set forth in Clause 13.

D. Clarifying Terms: Supplier and Requester agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Clauses will be provided upon data exporter's written request; (ii) the audit described in Clause 8.9 of the Clauses shall be carried out in accordance with Section 8 of the DPA; (iii) unless otherwise stated by data importer, data exporter will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the Clauses; (iv) the information required under Clause 15.1(c) of the Clauses will be provided upon data exporter's written request; and (v) notwithstanding anything to the contrary, data exporter will reimburse data importer for all costs and expenses incurred by data importer in connection with the performance of data importer's obligations under Clause 15.1(b) and Clause 15.2 of the Clauses without regard for any limitation of liability set forth in the Agreement.

3. **Annex II.** Data importer shall maintain appropriate technical and organizational measures (TOMs) to protect personal data against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access. This includes policies and procedures to address TOMs including but not limited to encryption in transit and at rest, administrative access controls, governance controls, testing and assessing the effectiveness of technical and organizational measures, user authentication, and measures for ensuring physical security of locations where personal data is processedData importer shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect personal data in accordance with the DPA.

4. **Annex III.** A new Annex III shall be added to the Standard Contractual Clauses and shall read as follows:

The UK Information Commissioner's Office International Data Transfer Addendum to the EU Commission Standard Contractual Clauses ("**UK Addendum**") is incorporated herein by reference.

Table 1: The start date in Table 1 is the effective date of the DPA. All other information required by Table 1 is set forth in Annex I, Section A of the Clauses.

Table 2: The UK Addendum forms part of the version of the Approved EU SCCs which this UK Addendum is appended to including the Appendix Information, effective as of the effective date of the DPA.

Table 3: The information required by Table 3 is set forth in Annex I and II to the Clauses.

Table 4: Supplier and Requester agree that data importer may end the UK Addendum as set out in Section 19.

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ATTACHMENT 2 TO THE DATA PROCESSING ADDENDUM

This Attachment 2 forms part of the DPA and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Attachment 2 have the meaning set forth in the DPA.

The parties and Requester agree that the following terms shall supplement the Standard Contractual Clauses:

1. **Supplemental Terms.** The parties and Requester agree that: (i) the optional text in Clause 7 is deleted; (ii) Clause 11(a) optional text shall not apply; and (iii) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. **Annex I.** Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Supplier.
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details:
As set forth in the Notices section of the Agreement.
Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
Role: Controller.
Signature and Date: By entering into the applicable Order, the Data Exporter is deemed to have signed these SCCs incorporated by reference herein, including their Annexes as of the effective date of the Order.

Data Importer: Requester.
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details:
As set forth in the Notices section of the Agreement.
Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
Role: Controller.
Signature and Date: By entering into the applicable Order, the Data Importer is deemed to have signed these SCCs incorporated by reference herein, including their Annexes as of the effective date of the Order.

B. Description of the Transfer:

Categories of data subjects whose personal data is transferred: The categories of data subjects are described in the applicable Order.

Categories of personal data transferred: The categories of personal data transferred under the Clauses.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: Sensitive data that is transferred is described within the relevant sections of the applicable Order.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Frequency of transfers is a one-time transfer, unless otherwise agreed to between Requester and Supplier.

Nature of the processing: The Supplier Services pursuant to the applicable Order.

Purpose(s) of the data transfer and further processing: The Supplier Services pursuant to the applicable Order.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Personal data will be retained for the duration of the Order subject to written agreement between Requester and Supplier as permitted by Data Protection Laws.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The subject matter, nature and duration as identified above and in the applicable Order.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the Supplier and Requester consistent with the conditions set forth in Clause 13.

3. **Annex II.** Data importer shall maintain appropriate technical and organizational measures (TOMs) to protect personal data against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access. This includes policies and procedures to address TOMs including but not limited to encryption in transit and at rest, administrative access controls, governance controls, testing and assessing the effectiveness of technical and organizational measures, user authentication, and measures for ensuring physical security of locations where personal data is processed. Data importer shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect personal data in accordance with the DPA.

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4. **UK Transfers:** For transfers of UK personal data to Requester in a jurisdiction other than the UK, EU, EEA, or the UK or EU-approved countries providing adequate protection, Supplier agrees it will transfer such data using the UK Standard Contractual Clauses Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act of 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

5. **Swiss Transfers:** For transfers to Requester subject to Swiss Data Protection law, the EU standard Contractual Clauses shall apply as follows:
    (A) References to GDPR are understood to be references to the Federal Act on Data Protection of 25 September 2020 ("FADP");
    (2) The terms "data subject" and "personal data" and "special categories of data" have the meanings provided in the FADP;
    (3) The term "member state" shall not be interpreted in such a way as to exclude data subjects from Switzerland from the possibility of bringing legal proceedings for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the SCCs;
    (4) For Clause 13 of the EU Standard Contractual Clauses, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commission.

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ATTACHMENT 3 TO THE DATA PROCESSING ADDENDUM

This Attachment 3 forms part of the DPA and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Attachment 3 have the meaning set forth in the DPA.

The parties and Requester agree that the following terms shall supplement the Standard Contractual Clauses:

1. **Supplemental Terms.** The parties and Requester agree that: (i) the optional text in Clause 7 is deleted; (ii) Option 1 in Clause 9 is struck and Option 2 is kept, and data importer must submit the request for specific authorization at least thirty (30) days in advance; (iii) Clause 11(a) optional text shall not apply; and (iv) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. **Annex I.** Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Supplier.
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details:
As set forth in the Notices section of the Agreement.
Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
Role: Processor.
Signature and Date: By entering into the applicable Order, the Data Exporter is deemed to have signed these SCCs incorporated by reference herein, including their Annexes as of the effective date of the Order.

Data Importer: Requester.
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details:
As set forth in the Notices section of the Agreement.
Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
Role: Processor.
Signature and Date: By entering into the applicable Order, the Data Importer is deemed to have signed these SCCs incorporated by reference herein, including their Annexes as of the effective date of the Order.

B. Description of the Transfer:

Categories of data subjects whose personal data is transferred: The categories of data subjects are described in the applicable Order.

Categories of personal data transferred: The categories of personal data transferred under the Clauses.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: Sensitive data that is transferred is described within the relevant sections of the applicable Order.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Frequency of transfers is a one-time transfer, unless otherwise agreed to between Requester and Supplier.

Nature of the processing: The Supplier Services pursuant to the applicable Order.

Purpose(s) of the data transfer and further processing: The Supplier Services pursuant to the applicable Order.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Personal data will be retained for the duration of the Order subject to written agreement between Requester and Supplier as permitted by Data Protection Laws.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The subject matter, nature and duration as identified above and in the applicable Order.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the Supplier and Requester consistent with the conditions set forth in Clause 13.

3. **Annex II.** Data importer shall maintain appropriate technical and organizational measures (TOMs) to protect personal data against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access. This includes policies and procedures to address TOMs including but not limited to encryption in transit and at rest, administrative access controls, governance controls, testing and assessing the effectiveness of technical and organizational measures, user authentication, and measures for ensuring physical security of locations where personal data is processed. Data importer shall implement

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and maintain reasonable administrative, technical, and physical safeguards designed to protect personal data in accordance with the DPA.

4. **UK Transfers:** For transfers of UK personal data to Requester in a jurisdiction other than the UK, EU, EEA, or the UK or EU-approved countries providing adequate protection, Supplier agrees it will transfer such data using the UK Standard Contractual Clauses Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act of 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

5. **Swiss Transfers:** For transfers to Requester subject to Swiss Data Protection law, the EU standard Contractual Clauses shall apply as follows:
    (A) References to GDPR are understood to be references to the Federal Act on Data Protection of 25 September 2020 ("FADP");
    (2) The terms "data subject" and "personal data" and "special categories of data" have the meanings provided in the FADP;
    (3) The term "member state" shall not be interpreted in such a way as to exclude data subjects from Switzerland from the possibility of bringing legal proceedings for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the SCCs;
    (4) For Clause 13 of the EU Standard Contractual Clauses, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commission.

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ATTACHMENT 4 TO THE DATA PROCESSING ADDENDUM

This Attachment 4 forms part of the DPA and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Attachment 4 have the meaning set forth in the DPA.

The parties and Requester agree that the following terms shall supplement the Standard Contractual Clauses:

1. **Supplemental Terms.** The parties and Requester agree that: (i) the optional text in Clause 7 is deleted; (ii) Clause 11(a) optional text shall not apply; and (iii) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. **Annex I.** Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Requester.
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details:
As set forth in the Notices section of the Agreement.
Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
Role: Processor.
Signature and Date: By entering into the applicable Order, the Data Exporter is deemed to have signed these SCCs incorporated by reference herein, including their Annexes as of the effective date of the Order.

Data Importer: Supplier.
Address: As set forth in the Notices section of the Agreement.
Contact person's name, position, and contact details:
As set forth in the Notices section of the Agreement.
Activities relevant to the data transferred under these Clauses: The Supplier Services pursuant to the applicable Order.
Role: Controller.
Signature and Date: By entering into the applicable Order, the Data Importer is deemed to have signed these SCCs incorporated by reference herein, including their Annexes as of the effective date of the Order.

B. Description of the Transfer:

Categories of data subjects whose personal data is transferred: The categories of data subjects are described in the applicable Order.

Categories of personal data transferred: The categories of personal data transferred under the Clauses.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: Sensitive data that is transferred is described within the relevant sections of the applicable Order.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Frequency of transfers is a one-time transfer, unless otherwise agreed to between Requester and Supplier.

Nature of the processing: The Supplier Services pursuant to the applicable Order.

Purpose(s) of the data transfer and further processing: The Supplier Services pursuant to the applicable Order.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Personal data will be retained for the duration of the Order subject to written agreement between Requester and Supplier as permitted by Data Protection Laws.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The subject matter, nature and duration as identified above and in the applicable Order.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the Supplier and Requester consistent with the conditions set forth in Clause 13.

3. **Annex II.** Data importer shall maintain appropriate technical and organizational measures (TOMs) to protect personal data against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access. This includes policies and procedures to address TOMs including but not limited to encryption in transit and at rest, administrative access controls, governance controls, testing and assessing the effectiveness of technical and organizational measures, user authentication, and measures for ensuring physical security of locations where personal data is processed. Data importer shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect personal data in accordance with the DPA.

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4. **UK Transfers:** For transfers of UK personal data to Requester in a jurisdiction other than the UK, EU, EEA, or the UK or EU-approved countries providing adequate protection, Supplier agrees it will transfer such data using the UK Standard Contractual Clauses Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act of 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

5. **Swiss Transfers:** For transfers to Requester subject to Swiss Data Protection law, the EU standard Contractual Clauses shall apply as follows:
    (A) References to GDPR are understood to be references to the Federal Act on Data Protection of 25 September 2020 ("FADP");
    (2) The terms "data subject" and "personal data" and "special categories of data" have the meanings provided in the FADP;
    (3) The term "member state" shall not be interpreted in such a way as to exclude data subjects from Switzerland from the possibility of bringing legal proceedings for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the SCCs;
    (4) For Clause 13 of the EU Standard Contractual Clauses, the competent supervisory authority shall be the Swiss Federal Data Protection and Information Commission.

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