

These Supplier Terms and Conditions (together with all Orders governed hereby, "**Supplier T&Cs**") are effective as of the date Supplier signs the Signature Form or the date Supplier 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, "**Supplier**"), each referred to as a "**Party**" and collectively "**Parties**". Capitalized terms used, but not defined, in these Supplier T&Cs have the meanings set forth in the Science Exchange Terms of Use available at <https://www.scienceexchange.com/s/terms>. These Supplier T&Cs govern Supplier's provision of the Supplier Services.

RECITALS

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

Supplier provides research, development, professional consulting services, manufacturing, or commercialization products or services to biotechnology and other life sciences companies and organizations;

Science Exchange wishes to make its Platform available to Supplier, and Supplier wishes to use the Platform, to provide products or services to Requesters that are procuring outsourced research and development support, 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 Supplier 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 Supplier's Signature Form excludes any Schedules, such excluded Schedules will not apply to Supplier Services provided pursuant to such Signature Form, and Supplier will not provide 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.

1. DEFINITIONS.

- 1.1. **“Adverse Event”** has the meaning set forth in Article 5.
- 1.2. **“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.
- 1.3. **“Business Conduct Policies”** means written policies, codes, rules, standards, procedures and other governance documents of a company that set forth standards of conduct applicable to all employees of the company and that facilitate compliance with Applicable Laws and ensure ethical business conduct, including when engaging in interactions with Government Officials or other third parties.
- 1.4. **“Change Order”** means a written modification to an Order agreed between the Requester and the Supplier.
- 1.5. **“Data Breach”** has the meaning set forth in Section 12.4.
- 1.6. **“Debarred”** has the meaning set forth in Section 3.10.
- 1.7. **“Disaster Recovery and Business Continuity Program”** has the meaning set forth in Section 11.2 herein.
- 1.8. **“Disqualified”** has the meaning set forth in Section 3.10.
- 1.9. **“Excluded”** has the meaning set forth in Section 3.10.
- 1.10. **“Indemnified Party”** has the meaning set forth in Section 7.2.1.
- 1.11. **“Indemnifying Party”** has the meaning set forth in Section 7.2.1.
- 1.12. **“Information Security Program”** has the meaning set forth in Section 12.2.
- 1.13. **“Information Security Standard”** has the meaning set forth in Section 12.2.
- 1.14. **“Product”** means the product or products described in the applicable Order which are governed by Schedule D of these Supplier T&Cs. 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 Supplier T&Cs. In addition, all Products are Deliverables, but not all Deliverables are Products (e.g., Work Products subject to Schedule A herein are not Products).
- 1.15. **“Quote(s)”** means Supplier’s written, itemized, descriptive list of Supplier Services and the associated fees therefor. An example Quote is attached hereto as Exhibit A.
- 1.16. **“Record”** means those specific records, notes, documents, data and the like that are specific to a business process (as opposed to any particular Order or Requester’s Confidential Information) that are regularly kept in the ordinary course of the business and/or are required to be owned and maintained by Supplier for legal or regulatory reasons, such as, but not limited to, medical records, source documents, written policies and procedures, standard operating procedures, time sheets, third party invoices, system validation, change management systems, quality control systems, maintenance tests of equipment, and financial reports.
- 1.17. **“Requester Medical Product”** has the meaning set forth in Article 5.
- 1.18. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- 1.19. **“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.

- 1.20. “**Taxes**” means all sales, use, VAT and other taxes and all export and import fees, customs duties and similar charges that apply to Supplier Services under Applicable Laws. For clarity, Taxes do not include taxes based on Science Exchange’s net income or any Platform subscription fees collected by Science Exchange.
- 1.19. “**Third Party Claim**” has the meaning set forth in Section 7.1.
- 1.20. “**Viruses**” means (A) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or (B) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a virus.

2. SCOPE OF WORK, ORDERING, DIRECT RELATIONSHIPS.

- 2.1. **Scope of Work.** Supplier will perform the Supplier Services ordered by Requester and create and deliver any specified Deliverables, as detailed in the Order, including any Statement of Work attached thereto or incorporated therein by reference.
- 2.1.1. Applicable Terms. For clarity and as set forth by the Introduction of these Supplier T&Cs, Articles 1 through 14 and Exhibit B (Data Processing Addendum) of these Supplier T&Cs apply to all Supplier Services, and specific Schedules also apply to categories of Supplier Services:
- (A) For all research and development related Supplier Services, Schedule A applies.
 - (B) For human clinical trial related Supplier Services, in addition to Schedule A, Schedule B applies.
 - (C) For Supplier Services related to observational or real-world evidence studies involving human subjects or data related to human subjects (including HEOR Services as defined in Schedule C), in addition to Schedule A, Schedule C applies.
 - (D) For the supply of consumables, goods and equipment (including Bioprocessing Products, Custom-Manufactured Products, Mice and Modified Mice as each term is defined in Schedule D), Schedule D applies.
 - (E) For the supply of Software and SaaS (as defined in Schedule E), Schedule E applies.
 - (F) For provision of Human Biospecimens (as defined in Schedule F), Schedule F applies.
 - (G) For provision of Non-Human Biological Material (as defined in Schedule G), in addition to Schedule A, Schedule G applies.
 - (H) To the extent any AI Systems are used in the performance of Supplier Services, Schedule H applies in addition to other applicable schedules.
 - (I) For Consulting Services as defined in Schedule I, Schedule I applies.
- 2.1.2. Supplier Onboarding and Qualifications. As part of the Science Exchange Supplier onboarding process, Supplier may be required to complete certain assessments and provide evidence of certain qualifications.
- (A) Supplier will not provide Supplier Services involving the use of electronic or computerized data processing or storage unless Supplier has (i) provided its currently in effect ISO 27001 certification or SOC2, Type 2 audit report to Science Exchange or (ii) completed and passed Science Exchange’s information technology security assessment.
 - (B) Supplier will not provide Supplier Services involving the use of animals unless Supplier has (i) a currently in effect certification as an institution in compliance with standards set by AAALAC International, Canadian Council on Animal Care (CCAC), U.S. Office of Laboratory Animal Welfare (OLAW), or U.S. Animal and Plant Health Inspection Service (APHIS) or (ii) completed and passed Science Exchange’s animal welfare assessment.
 - (C) Supplier will not provide Human Biospecimens (as defined in Schedule F) to Requester unless Supplier has (i) provided to Science Exchange its currently in effect ISO 20387:2018 certificate or College of American Pathologists (CAP) laboratory accreditation to Science Exchange or (ii) completed and passed Science Exchange’s human biospecimen assessment.
 - (D) Supplier agrees that Requesters may view Supplier’s completed assessments and evidence of qualifications to the extent necessary or useful for the Requester to evaluate an existing or potential Order with Supplier.

- (E) Supplier understands that Science Exchange may perform periodic diligence reviews of Supplier which may include sanctions screening and review of regulatory actions or citations, such as FDA warning letters. Should such diligence reveal information suggesting noncompliance with the Agreement, Science Exchange may initiate a corrective and preventive action (CAPA) to understand and address potential compliance gaps. Supplier agrees to cooperate with Science Exchange's reasonable requests in relation to such CAPA, including furnishing documentation of Supplier's remediation of regulatory actions or citations; *provided that* any such furnished documentation is treated by Science Exchange as Confidential Information of Supplier.
- 2.1.3. **Supplier Signature Form.** Supplier agrees that Science Exchange may provide a copy of the fully executed version of Supplier's Signature Form to Requesters to the extent necessary or useful for the Requester to evaluate an existing or potential Order with Supplier or to enforce Requester's rights as a third party beneficiary to these Supplier T&Cs; *provided that* if Supplier's fully executed Signature Form includes any purchase of products by Supplier from Science Exchange, any such product-related information (including pricing) will be redacted).
- 2.2. **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 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.
- 2.3. **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.
- 2.4. **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.
- 2.5. **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 which may be made via the Platform, or (B) immediately by giving written notice to Supplier which may be made via the Platform, 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.
- 2.5.1. Upon the receipt of notice of termination of an Order from Science Exchange or Requester, Supplier will immediately cease performance of the Order, and comply with all reasonable requests and instructions of Science Exchange and Requester to wind down the Order in an orderly and safe manner while minimizing additional costs to Requester. Science Exchange's sole obligation to Supplier in the event of termination of an Order by Science Exchange or Requester will be to pay any monies due and owing for 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, Science Exchange 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.
- 2.5.2. Supplier will deliver to Requester within thirty (30) days from the effective date of termination all completed Deliverables (including Work Product), Products, work in process, Materials, results, information, data, reports,

tables, graphs, programs, or other documents pertaining to the Order, unless otherwise directed by Science Exchange or Requester in writing.

- 2.5.3. No termination or expiration of any Order shall release Supplier from any liability which at such time had already accrued, and no such termination or expiration shall affect the survival of any right, duty or obligation of Supplier that is stated to survive or that by its nature survives termination or expiration.
- 2.6. **Conflict.** Except as otherwise expressly set forth herein, in the event of any conflict or inconsistency between the terms of these Supplier T&Cs and any Order, the terms of these Supplier 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 (and will not be binding upon Requester) unless, in the case of additional terms applicable to an Order, they specifically are agreed to pursuant to Section 2.8 hereof.
- 2.7. **Direct Relationship.** Supplier and a Requester may agree that a Direct Relationship will govern the Supplier Services ordered via the Platform rather than these Supplier T&Cs. If Supplier and a Requester agree that all their Orders will be governed by either a Direct Agreement or PO Terms rather than these Supplier T&Cs, the applicable Requester will appropriately configure Supplier within Requester's Platform administration settings, and all Orders between Supplier and such Requester 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 Supplier 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. Supplier hereby agrees and covenants to first gain Requester's written consent prior to using a Direct Relationship for any particular Order. 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.
- 2.8. **No Additional Terms.** It is the intent of Science Exchange and Supplier to include in these Supplier T&Cs any and all applicable terms and conditions for the provision of Supplier Services to be performed by Supplier. Supplier will not unilaterally add additional legal terms to any Order and will not require Requester 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 not enforceable.

3. PERFORMANCE OF THE SUPPLIER SERVICES.

- 3.1. **Relationship with Science Exchange.** Supplier acknowledges that the Supplier Services are not performed on behalf of Science Exchange but rather on behalf of the Requester listed in the applicable Order and that such Requester is a third party beneficiary to these Supplier T&Cs with respect to such Order. Requester receives Supplier Services pursuant to the Requester Agreement, to which Supplier is not a party. Supplier is an independent contractor, free to determine the manner in which the Supplier Services are performed. Science Exchange is only responsible for (A) determining whether Supplier will be entitled to offer Supplier Services through the Platform and (B) payment of the fees due to Supplier.
- 3.2. **Records.** Supplier will prepare and maintain complete and accurate Records relating to the performance of the Agreement and Orders, including, as applicable, Deliverables (including Work Product), the Supplier Services, Products, and all costs, liabilities, and obligations incurred hereunder, including without limitation those relating to the Order Fees, until the expiration of seven (7) years after completion of the applicable Order, or such longer period as required by Applicable Laws. All Records and accounts relating to financial matters must be in a format consistent with U.S. Generally Accepted Accounting Principles (GAAP). Prior to destroying Records relating to any Order, Supplier will give at least thirty (30) days' prior written notice to Requester. If requested by Science Exchange or Requester, Supplier will continue to retain Records, provided that Science Exchange agrees to pay the reasonable costs of retention during such additional period, or at Requester's request and to the extent permitted by Applicable Laws, will

forward the Records to Requester. Should Supplier fail to maintain such Records as required hereunder, Supplier will provide its good faith assistance and reimburse Science Exchange for its reasonable costs in recreating such Records.

- 3.3. **Inspections.** Upon reasonable notice, but not more than once annually, (A) Requester and its Representatives may visit and inspect Supplier's facilities at mutually agreeable times during normal business hours to observe the progress of the Supplier Services and the manufacture and storage of Products (including works-in-progress), Products, and related records. Science Exchange may assist Requester in scheduling such visits, and (B) Supplier will make available to Requester or its Representatives during normal business hours, data and records that Supplier compiles in the course of the Supplier Services or manufacturing or supply Products. During these visits, Requester's Representatives may examine the reports containing the results of all quality assurance inspections performed by Supplier with respect to any Supplier Services or Products and to examine the controls and procedures used by Supplier in the performance of such quality assurance inspections. 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. Requester may provide Supplier with a written report summarizing its findings, and consequently, Supplier will provide Requester with a response to such findings, which will include a plan for corrective and preventative actions designed to address reasonable concerns and shortcomings documented in the audit report. To the fullest extent possible, Supplier will endeavor to remedy such violations that relate to Supplier's compliance with the Order.
- 3.4. **Regulatory Inspections.** If any governmental or regulatory authority of appropriate jurisdiction conducts, or gives notice of intent to conduct, an inspection of the records of Supplier related to an Order or any facility of Supplier where Supplier Services are performed or Products are manufactured, supplied or stored, to the extent legally permitted Supplier will as soon as practicable, and in no event less than one (1) business day from receipt of notice from such authority, provide Requester with notice thereof. If the inspection relates to or impacts Supplier Services performed for, or Products manufactured or stored for and/or supplied to, Requester, to the extent legally permitted Supplier will furnish Requester with copies of any documents provided to such authority and copies of any written communications received from such authority pertinent to such inspection. Further, Requester will have the right to be present at any such inspection, unless legally prohibited from attending. Supplier will cause its Affiliates and Representatives involved in the performance of the Supplier Services or manufacture, storage or supply of Product which are the subject of such governmental inspection or who are performing the Supplier Services or are involved with the manufacture, supply or storage of Product at the facility that is the subject of such government inspection to cooperate with such inspection. Supplier and its Affiliates will promptly take all steps necessary to correct any deficiencies noted by such inspecting authority during the inspection. Supplier will give Science Exchange and Requester at least five (5) business days to review any response to a regulatory authority that is in response to a notice to inspect or other regulatory action or proposed regulatory action before it is forwarded to such regulatory authority.
- 3.5. **Records Related to Costs.** In no event will Requester have access to either a Supplier's or Science Exchange's records with regards to its confidential and proprietary pricing structure or the make-up and application of its indirect rates/costs.
- 3.6. **Non-Conforming Supplier Services.** In the event Supplier Services rendered by Supplier do not meet the specifications as set forth in the applicable Order, at Requester's option, Supplier will, after receiving notice from Requester of such non-conforming Supplier Services, either (A) re-perform the non-conforming Supplier Services at its own cost within thirty (30) days or, if performance of the Supplier Services within that period of time is impossible, then within the same amount of time initially provided for performance in the applicable Order; or (B) reimburse Requester any amounts paid for such Supplier Services and compensate Requester for the cost of Requester Materials used in the performance of the Supplier Services. In the event that any animal involved in Supplier Services becomes moribund or seriously ill (except for illness or death due to treatment with the Requester Material), Supplier will be required to replace such animal at Supplier's expense upon request by Requester or Science Exchange.
- 3.7. **No Disabling Code.** Without the prior written consent of the applicable Requester, Supplier will not insert into any Deliverables any code which would have the effect of disabling or otherwise shutting down all or any portion of the Deliverables. If any Deliverable contains a disabling code, Supplier will not invoke such disabling code at any time without the applicable Requester's prior written consent.
- 3.8. **Requester Premises.** In the event that Supplier or any of its Representatives will perform any portion of the Supplier Services on Requester's premises, Supplier and its Representatives will comply with all applicable Requester policies and procedures that are communicated to Supplier in writing. Requester has the right to stop Supplier's or its Representatives' activities occurring on Requester's premises whenever conditions are observed which threaten the environment, people, project, real property, structures or equipment. Supplier will bear the cost of any such stoppage and resultant standby time to the extent caused by Supplier or its Representatives. Supplier's failure or refusal to

correct such conditions within a reasonable time, as determined by Requester, will constitute a default under the Agreement and will provide Requester with the right to terminate the Agreement, in whole or in part, pursuant to the Terms.

- 3.9. **Deliverables Warranty.** Supplier represents and warrants that the Deliverables will (A) be free from material defects, errors and deficiencies; (B) comply with the requirements of the these Supplier T&Cs and the applicable Order (including any timelines therein and attachments thereto); (C) comply with Applicable Laws; and (D) to the extent required by these Supplier T&Cs or the applicable Order, meet requirements of and be tested and certified by a nationally recognized testing laboratory prior to delivery and current Good Manufacturing Practices. To the extent Deliverables incorporate software, Supplier represents and warrants that such goods, and any parts thereof, will be free from Viruses. Except as specifically set forth herein or agreed to by Requester in an Order, any warranty corresponding to Supplier's performance hereunder, or a portion thereof, including without limitation performance under its warranty obligations, will continue for a period of the longer of (X) 18 months following completion of such performance and Requester's written acceptance of such performance or (Y) for Supplier's standard warranty period.
- 3.10. **No Debarment, Disqualification or Exclusion.** Supplier represents and warrants that neither Supplier nor its Representatives utilized in connection with the Supplier Services are presently or have ever been: (A) the subject of a debarment action or is debarred pursuant to Section 306 of the United States Federal Food, Drug, and Cosmetic Act of 1938, as amended, the United States Generic Drug Enforcement Act of 1992 (21 U.S.C. § 335(a)), as amended, or any similar Applicable Law (collectively "**Debarred**"); (B) the subject of a disqualification proceeding or disqualified as a clinical investigator pursuant to Title 21 of the United States Code of Federal Regulations ("C.F.R.") Section 312.70, or other Applicable Law, or otherwise disqualified or restricted by the FDA or any other regulatory authority (collectively "**Disqualified**"); (C) the subject of an exclusion proceeding or excluded, suspended, or otherwise ineligible to participate in any government healthcare program or government procurement program (collectively "**Excluded**"); or (D) convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a- 7(a), but has not yet been excluded, debarred, suspended, or otherwise declared. Furthermore, Supplier agrees not to employ or otherwise engage any individual or entity who has been Debarred, Disqualified or Excluded. In the event of any pending proceeding or threatened action that may lead to Science Exchange or Supplier, or its Representatives, being Debarred, Excluded, or Disqualified, to the extent legally permitted Supplier covenants that it will promptly notify Science Exchange and Requester in writing pursuant to the notice provisions provided herein.
- 3.11. **No Blocked Persons.** Supplier represents and warrants that persons performing Supplier Services on behalf of Supplier or its Representatives do not appear on, nor are associated with, any name or entity on the U.S. government's U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List and the U.S. Department of State Debarred Parties List (these lists are available at <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern> and <https://www.cbp.gov/trade/trade-community/programs-outreach/blocked-denied-debarred>).

4. INVOICING AND PAYMENTS. With respect to each Order except Direct Payment Orders, Supplier 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. For each Order, Requester and Supplier are the two counterparties to a principal-based transaction. 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. **Agent Authorization.** Supplier authorizes Science Exchange, and Science Exchange hereby agrees to act, as Supplier's agent for the purposes of holding, receiving and disbursing funds on Supplier's behalf. To the extent required by Applicable Laws, each of Science Exchange and Supplier hereby agrees to and acknowledges the following:
- 4.1.1. Science Exchange shall comply in all respects with instructions originated by Supplier, meaning that the Supplier assumes sole and complete responsibility, without recourse to the Science Exchange, for the transmission of Order Fees from the moment a Requester initiates a transaction of Order Fees until the Supplier receives the Order Fees or the Requester receives the refund, as applicable.
 - 4.1.2. There is no risk of loss to the Requester initiating the transaction if Science Exchange fails to remit the Order Fees to Supplier.
 - 4.1.3. Receipt of Order Fees by Science Exchange is deemed receipt of Order Fees by Supplier.
 - 4.1.4. Science Exchange may not provide money transmission or equivalent activity, as defined under Applicable Laws, outside the scope of activity permissible under the Agreement except to the extent that Science Exchange is licensed to do so or is operating as an agent for another person.
- 4.2. **Purchase Orders & Invoices.** Science Exchange will issue a purchase order to Supplier following receipt of a purchase order from the applicable Requester. Supplier will invoice Science Exchange for Order Fees upon completion of the applicable Supplier Services, and in any case within sixty (60) days of the "send invoice" notice provided by Science Exchange via the Platform in the event the applicable Requester marks the Order as "complete" via the Platform. Supplier's invoice will include the number of the applicable purchase order Science Exchange issued to Supplier.

- 4.2.1. **Net Payment Terms on PO.** Science Exchange will remit the applicable Order Fees to Supplier's indicated payment account in accordance with the payment terms set forth on the applicable purchase order issued to Supplier. Supplier acknowledges that net payment terms depend on the applicable Requester and may not be the same for all Orders.
- 4.2.2. **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 Science Exchange will pay the Partial Invoice pursuant to the terms of the Partial Invoice.
- 4.2.3. **Order Initiation Fee(s).** Notwithstanding the foregoing, from time to time Supplier may require Order Initiation Fees. Supplier will invoice Science Exchange for Order Initiation Fees via the Platform, and Science Exchange will issue a purchase order to Supplier. Science Exchange guarantees payment of the applicable Order Initiation Fees to Supplier's indicated payment account in accordance with the payment terms set forth on the applicable purchase order issued to Supplier.
- 4.3. **Direct Relationship.** For Direct Relationship Orders, payment and billing terms set forth in this Signature Form supersede any conflicting payment and billing terms set forth in the Direct Agreement or PO Terms governing such Order. Notwithstanding the foregoing, Requester and Supplier may, with written approval from Science Exchange, agree that timing of payment for Direct Relationship Orders will be governed by the terms of the applicable Direct Agreement or PO Terms (e.g., Net 45, Net 60, etc.) rather than Section 4.2 herein. Such an agreement becomes binding on Science Exchange when Requester and Science Exchange (a) appropriately configure the payment terms for the applicable Direct Relationship on the Platform and (b) amend the Requester Agreement to align Requester's payment timing with such Platform configurations.
- 4.4. **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.
- 4.5. **Payment Disputes.** Science Exchange may withhold payment of invoiced amounts which are disputed in good faith pending the resolution of such dispute, provided that: (A) Science Exchange notifies Supplier of any dispute in writing within fifteen (15) 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) Science Exchange pays any undisputed amounts upon receipt of an updated invoice to reflect the undisputed portion. Upon Science Exchange's non-disputed payment, Supplier's ability to dispute such payment will be foreclosed. Subject to the foregoing, Supplier will be paid in accordance with the payment terms stated on the applicable purchase order.
- 4.6. **Payment Method.** Unless otherwise indicated on the invoice, Supplier agrees to pay all amounts due to Science Exchange (if any) via ACH transfer, wire transfer or other accepted payment method. All amounts due to Science Exchange are in United States dollars. For clarity, there is no charge to Supplier for access to the Platform.
- 4.7. **No Direct Billing by Supplier.** Supplier represents and warrants that, except for Direct Payment Orders, it will only accept payment for the Supplier Services from Science Exchange pursuant to the Agreement and that it will not directly invoice or bill Requester or any other entity for such Supplier Services.
5. **ADVERSE EVENT REPORTING.** As applicable to Supplier Services being performed hereunder, "**Adverse Event**" means any medical occurrence in a patient, temporally associated with the use of Requester's Medical Products, whether or not considered product-related. As used herein, "**Requester Medical Product**" means an investigational or licensed medicinal product, consumer healthcare product, vaccine, biological product or device whether under development by, or manufactured, marketed, supplied, or distributed by or on behalf of, any division or operating company of Requester, in any country. Requester is required by law to report Adverse Events to the relevant authorities. If, in the course of providing any Supplier Services, Supplier is informed or becomes aware of any Adverse Event, Supplier will forward such information to Science Exchange and Requester within twenty-four hours (or the next working day if it is a weekend).
6. **CONFIDENTIALITY.** The Parties acknowledge that Article 6 ("Confidentiality") of the Terms controls with respect to all activities conducted pursuant to these Supplier 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 Supplier T&Cs. Pursuant to the Requester Agreement, each Requester has agreed to comply with this Article. For clarity, Supplier agrees that a specific Requester may directly enforce Article 6 ("Confidentiality") of the Terms against Supplier with respect to any Order with Supplier.
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 Supplier T&Cs by the Indemnifying Party, (B) any negligence, fraud or willful misconduct of the Indemnifying Party in the performance of the Supplier Services, (C) where Supplier 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 Science Exchange 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. For clarity, Supplier agrees that a specific Requester may directly enforce this Article 7 ("Indemnification") against Supplier with respect to any Order with such Requester.

7.2. **Indemnification Procedure.**

7.2.1. **Notice.** In the event any Third Party Claim contemplated in Section 7.1 (Indemnification) of the Agreement 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 Supplier 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. INSURANCE. Supplier will maintain adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity obligations hereunder, as required by applicable laws, and consistent with its performance hereunder with such coverage levels and types to include, at a minimum, and without limitation, the requirements set forth in this Article 8.

8.1. **Insurance Requirements.** Supplier will procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage: (A) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Supplier under the Agreement; (B) Worker's Compensation with limits no less than the greater of (i) \$1,000,000, or (ii) the minimum amount required by applicable law; (C) if Supplier utilizes automobiles in the performance of the Supplier Services, Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; (D) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (E) Errors and Omissions/Cyber Liability with limits no less than \$1,000,000 per claim and \$2,000,000 in the aggregate. When the Supplier Services relate to clinical trials, Supplier will procure and maintain, at its sole cost and expense, product liability or clinical trial liability insurance coverage with limits no less than \$10,000,000 per occurrence and \$20,000,000 in the aggregate. Supplier understands that certain Requesters may require insurance coverage beyond what is required by this Agreement. Supplier represents and warrants that in the event a Requester requires additional insurance coverage other than what is included in this Agreement, Supplier shall maintain such additional coverage if performing any Supplier Services on behalf of such Requester.

8.2. **Insurance Policies.** All insurance policies required will: (A) be issued by insurance companies with a AM Best's Rating of no less than A-VII; (B) provide that such insurance carriers give Science Exchange at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Supplier will

have new insurance policies in place that meet the requirements of this part; (C) waive any right of subrogation of the insurers against the Science Exchange; (D) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Science Exchange will be excess and non-contributory; and (E) name Science Exchange, including, in each case, all successors and permitted assigns, as additional insureds.

- 8.3. **Certificates of Insurance.** Upon the written request of Science Exchange, Supplier will provide Science Exchange with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Article, and will not do anything to invalidate such insurance. This Article will not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under the Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under the Agreement).

9. LIMITATIONS OF LIABILITY.

- 9.1. **General.** 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 DAMAGES OF ANY KIND (WHETHER DIRECT OR INDIRECT) ARISING OUT OF OR RELATED TO EXPERIMENTAL SERVICES OR SERVICE CONTRACTS ENTERED INTO WITH RESPECT TO SUCH SERVICES.
- 9.2. **Requester and Science Exchange.** NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THE AGREEMENT, IN NO EVENT WILL SCIENCE EXCHANGE'S, REQUESTER'S, OR THEIR REPRESENTATIVES' AGGREGATE LIABILITY TO SUPPLIER 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.
- 9.3. **Supplier.** NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THE AGREEMENT, IN NO EVENT WILL SUPPLIER'S AGGREGATE LIABILITY TO SCIENCE EXCHANGE 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 GREATER 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 TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY.
- 9.4. **Exceptions.** THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 9 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.

10. **COMPLIANCE WITH LAWS.** Supplier, on behalf of itself and its Representatives, represents and warrants that it will comply with all Applicable Laws in its performance of Supplier Services pursuant to these Supplier T&Cs, including without limitation any of the more specifically referenced laws and regulations in this Article 10. Supplier also agrees to make available to Requester, upon reasonable request, proof of its efforts to comply with this Article.

- 10.1. **Labor and Employment.** Supplier has implemented and maintains policies and procedures designed to facilitate compliance with all applicable labor and employment laws in all jurisdictions in which it performs an Order. Supplier 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, Supplier agrees that the Order will be performed in compliance with the following, if applicable to Supplier: 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 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. Supplier 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.
- 10.2. **Human Rights.** Supplier respects human rights as embodied by the Universal Declaration of Human Rights and will comply with all Applicable Laws protecting human rights. Supplier 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.

- 10.3. **Export Control.** In the performance of an Order, Supplier will not transmit any materials in violation of any U.S. export control regulations. To comply with U.S. export control regulations, Supplier 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. Supplier will not use any person to perform services under an Order who is a citizen of or has permanent residency in any country listed in Country Group E:1 (15 C.F.R. Part 740, Supplement No. 1) (and any amendments thereto or successor lists); and will not use any such person to perform services under an Order without Requester's prior written consent.
- 10.4. **Sanctions.** Supplier will not perform any illegal transaction with any Blocked Entity.
- 10.5. **Anti-Bribery and Anti-Corruption.** Supplier represents and warrants that it (A) has not and will not offer or give to Requester any gifts, entertainment, payments, loans, or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment with Requester and (B) 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.
- 10.6. **Data Privacy and Security.** Supplier will comply with all data privacy, data protection and data security laws applicable to its performance of each Order. Supplier will comply with the terms of the Data Processing Addendum included herein as Exhibit B to these Supplier T&Cs.
- 10.7. **Healthcare Fraud and Abuse.** Supplier 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 Supplier's activities under the Agreement. Supplier 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. Supplier 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.
- 10.8. **Evidence.** Upon reasonable request, Supplier will make available to Requester or Science Exchange evidence of its ongoing compliance with this Article 10.
- 11. REPRESENTATIONS AND WARRANTIES.** Supplier, on behalf of itself and its Representatives, represents and warrants to Science Exchange and Requester that:
- 11.1. **Business Conduct Policies.** Supplier will maintain and train its directors, officers, employees and Representatives regarding its Business Conduct Policies. Supplier's actions and inactions, as the case may be, and those of its Representatives will be in compliance with its Business Conduct Policies and, to the extent specified in an Order, the Business Conduct Policies of Requester.
- 11.2. **Disaster Recovery and Business Continuity Program.** During the Term of the Agreement, Supplier will maintain a disaster recovery and business continuity program ("**Disaster Recovery and Business Continuity Program**") that ensures the continuous operation and, in the event of any interruption, the recovery of all material business functions needed to meet Supplier's obligations under the Agreement. The Disaster Recovery and Business Continuity Program of Supplier will include at a minimum a detailed disaster recovery plan, which describes: (A) an outline of the systems and business processes required to ensure continuity of the Supplier Services including prioritization of these elements; (B) Supplier's backup methodology and details of its approach to data backup and data verification; (C) a description of how the business continuity and disaster recovery elements of the plan link to each other; and (D) the management methodology, management team, emergency contact persons, and specific plans for potential risks that may disrupt Supplier's operations. Supplier will ensure that its plan meets and is consistent with generally accepted industry standards. Upon demand, Supplier will provide a copy and overview of the plan to Science Exchange. For the avoidance of doubt, the Disaster Recovery and Business Continuity Program will be considered Supplier's Confidential Information and subject to the confidentiality obligations under the Agreement.
- 11.3. **Environment, Health and Safety.** Supplier will (A) implement and maintain an Environment, Health and Safety ("EHS") policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment; (B) provide relevant information, education and training to workers on the hazards, risks and controls associated with their job; (C) provide the physical infrastructure and engineering controls necessary to ensure the safe storage, handling and processing of materials and waste that could be harmful to people or the environment; (D) provide and maintain emergency detection systems and an effective response capability; and (F) cooperate with

the completion of an onsite EHS audit of any manufacturing facility/premises wherein the Supplier Services are being performed, when reasonably requested by Requester.

- 11.4. **Ownership Interest.** No Blocked Entity has any ownership interest in Supplier. Unless Supplier is a Covered Entity, in which case Supplier will inform Requester on the Quote, no Covered Entity has any ownership interest in Supplier.
- 11.5. **Supply Chain.** Supplier will exercise responsible sourcing in Supplier's supply chain, acting in reasonable and practical accordance with the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (<https://www.oecd.org/corporate/mne/mining.htm>), as applicable to the Supplier Services provided via the Platform, and provide information as may be requested by Science Exchange or Requester to enable Requester to accurately report, as required by law, on the source and chain of custody of conflict materials.
- 11.6. **Artificial Intelligence.** Supplier will not use any AI System in connection with its provision of Supplier Services except those AI Systems disclosed in writing to Requester. AI Systems used in connection with Supplier's provision of Supplier Services comply with Schedule H (Science Exchange Terms and Conditions for Artificial Intelligence) herein. Supplier will clearly identify any Deliverables that were developed or generated, in whole or in part, through the use of AI Systems.
- 11.7. **Evidence.** Upon reasonable request, Supplier will make available to Requester or Science Exchange evidence of its ongoing compliance with this Article 11.

12. INFORMATION SECURITY.

- 12.1. **Use of Platform.** Unless otherwise directed by Requester in writing, Supplier will use only the Platform to transmit to Requester all data Supplier is required to provide under the applicable Order.
- 12.2. **Information Security Program.** With respect to any data related to an Order held by Supplier, Supplier will implement and maintain a documented information security program that includes physical, technical and administrative safeguards to prevent, detect, contain and correct Security Incidents (the "**Information Security Program**"). The Information Security Program will draw from industry best practices for information security, for instance one or more of the following information security frameworks (each, an "**Information Security Standard**"): International Organization for Standardization ("**ISO**") / International Electrotechnical Commission ("**IEC**") ISO/IEC 27002 - *Information technology - Security techniques - Code of practice for information security management*; or American Institute of Certified Public Accountants ("**AICPA**") Trust Services Principles, Criteria and Illustrations; or Information Security Forum ("**ISF**") Standards of Good Practice ("**SoGP**") for Information Security; or National Institute of Standards and Technology ("**NIST**") Special Publication 800-53 - *Security and Privacy Controls for Federal Information Systems and Organizations*; or Information Systems Audit and Control Association ("**ISACA**") *Control Objectives for Information and related Technology* ("**COBIT**").
- 12.3. **Requester Assessments.** Upon reasonable notice and not more than one per year for each Requester, Supplier will allow and accommodate an on-site or remote, at Requester's option, assessment of its compliance with its Information Security Program. In lieu of such Requester assessment, Supplier may provide Requester with a third-party certification verifying Supplier's compliance with an Information Security Standard.
- 12.4. **Incident Management and Reporting.** In order to track Security Incidents, Supplier will establish, implement and maintain a program to manage, report and investigate Security Incidents, including without limitation access and activity audit and logging procedures. Supplier will notify Requester promptly, but in all events within 24 hours, after any actual or reasonably suspected unauthorized disclosure of, use of, or access to any data related to an Order with Requester ("**Data Breach**"). In the event of a Data Breach, without limiting or waiving any other rights or remedies available to Requester, Supplier will promptly investigate the Data Breach, perform a root cause analysis on the Data Breach, inform Requester of the results of the root cause analysis and proposed remedial actions to prevent the same or similar breach.
- 12.5. **Personnel.** Supplier will ensure that all Supplier personnel handling Requester Confidential Information are informed of their responsibilities under the Agreement and trained on information security and data privacy best practices.
- 12.6. **Change and Release Management.** Supplier shall maintain a defined change management and/or change control program that includes the capability to document and test changes prior to deployment.

- 13. **REQUESTER OBLIGATIONS.** To the extent applicable pursuant to an Order with Supplier, Science Exchange will cause Requester to comply with the terms set forth in the Requester T&Cs, including all Schedules applicable to the Supplier Services provided pursuant to such Order.

14. MISCELLANEOUS.

- 14.1. **Third Party Beneficiaries.** Except as expressly provided herein, no provisions of these Supplier 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 Supplier T&Cs. Notwithstanding the foregoing, with regard to any Order with a Requester, Requester will have the right to enforce any of the provisions of these Supplier T&Cs against Supplier as an express intended third-party beneficiary.
- 14.2. **Subcontract.** Supplier will not subcontract any portion of an Order without the express written consent of Requester and Science Exchange except to an Affiliate in accordance with Section 14.3 below. In the event Supplier receives approval to use a subcontractor to perform any of its obligations under the Agreement or an Order, Supplier agrees to flow down the relevant terms and conditions contained herein to such subcontractor and enter into an agreement with such subcontractor that is substantially similar and at least as restrictive as the terms of the Agreement and respective Order. Supplier will be solely responsible for the acts, omissions, defaults or negligence of its permitted subcontractors as if they were acts, omissions, defaults or negligence of itself. In the event Supplier wishes to change the approved subcontractor, Supplier will promptly notify Science Exchange or Requester and will not permit such change of subcontractor without the express written consent of Requester and Science Exchange.
- 14.3. **Affiliate(s).** An Affiliate of Supplier may provide Supplier Services hereunder as follows. Upon Requester acceptance of a Quote issued by an Affiliate of Supplier, such Affiliate will be deemed to be bound by the terms and conditions of the Agreement applicable to Supplier, as if such Affiliate were a party hereto, to the extent such terms and conditions relate to performance under the Order. Supplier will be responsible for the performance of its Affiliates under the applicable Order.
- 14.4. **Publicity.** Except for the purposes of performance hereunder, without Requester's prior written consent, Supplier and its Representatives will not use (including without limitation use in any publicity, advertising, media release, public announcement or other public disclosure) (A) any name, acronym, symbol or other designation by which Requester or its Affiliates or any of their respective human therapeutics, products or other materials is known or (B) the names of any agent or employee of Requester or its Affiliates (each a "**Prohibited Use**"). Supplier will promptly notify Requester in each event of a Prohibited Use and will, and will cause its Representatives to, cease and desist each such Prohibited Use and take such other remedial actions as reasonably requested by Requester.
- 14.5. **General Terms.** To the extent necessary or useful for the interpretation and enforcement of these Supplier T&Cs, either by Science Exchange, Supplier or Requester, Article 15 ("Miscellaneous") of the Terms is hereby incorporated by reference.

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 Services that do not entail human subjects research, including clinical trials.

1. DEFINITIONS.

- 1.1. **“AAALAC”** means the Association for Assessment and Accreditation of Laboratory Animal Care International, a non-profit international organization that promotes the humane treatment of animals in science through voluntary accreditation and assessment programs. The standards used by AAALAC are available online at <<https://www.aaalac.org/the-guide/>>.
- 1.2. **“ARAC”** means the Animal Research Advisory Committee within the United States National Institutes of Health.
- 1.3. **“CLIA”** means the Clinical Laboratory Improvement Amendments of 1988, as amended together with any rule, regulation, interpretation, guidance document, policy, judgment lawfully issued or promulgated thereunder by the United States Centers for Medicare and Medicaid Services (or any predecessor entity).
- 1.4. **“EPA”** means the United States Environmental Protection Agency.
- 1.5. **“Good Laboratory Practices”** or **“GLP”** means then-current standards, practices and procedures promulgated or endorsed by (A) the European Commission Directive 2004/10/EC relating to the application of the principles of good laboratory practices as well as “The rules governing medicinal products in the European Union,” Volume 3, Scientific guidelines for medicinal products for human use (ex - OECD principles of GLP), (B) the then-current good laboratory practice standards promulgated or endorsed by the FDA as defined in 21 C.F.R. Part 58, and (C) the equivalent laws in any relevant country, in each case, including all applicable rules, regulations, orders and guidance applicable thereto, and as each may be amended from time to time, and any successor thereto.
- 1.6. **“Good Manufacturing Practices”** or **“GMP”** means the then-current good manufacturing practices required by (A) the FDA, as set forth in the Food Drug & Cosmetic Act and the regulations promulgated thereunder, for the manufacture and testing of Federal pharmaceutical materials, including the provisions of 21 C.F.R. Parts 210 and 211, (B) European Commission Directive 91/356/EEC, as amended by Directive 2003/94/EC, and 91/412/EEC respectively, as well as “The rules governing medicinal products in the European Union,” Volume 4, Guidelines for good manufacturing practices for medicinal products for human and veterinary use, and (C) the principles detailed in the ICH Q7A guidelines, in each case, including all applicable rules, regulations, orders and guidance applicable thereto, and as each may be amended from time to time, and any successor thereto.
- 1.7. **“Human Substances”** has the meaning set forth in Section 4.1.
- 1.8. **“IACUC”** means an institutional animal care and use committee established in accordance with and for the purposes expressed in 9 CFR Part 2 Subpart C (U.S. Department of Agriculture Policy for Care and Use of Animals).
- 1.9. **“ILAR”** means the Institute for Laboratory Animal Research within the United States National Academy of Sciences.
- 1.10. **“IRB”** means an institutional review board that reviews research studies to ensure that they comply with applicable regulations, meet commonly accepted ethical standards, follow institutional policies, and adequately protect research participants.
- 1.11. **“OSHA”** means the United States Occupational Safety and Health Administration.
- 1.12. **“Protected Health Information”** has the meaning set forth in 45 CFR § 160.103.
- 1.13. **“RUO Deliverables”** has the meaning set forth in Section 6.5.
- 1.14. **“Standard of Performance”** means (A) meeting the professional standard of diligence, care, timeliness, trust, dependability, safety, oversight, efficiency, economy and skill exercised by members of Supplier’s profession in the country where the Supplier Services are being performed with expertise in providing companies comparable to Requester with first-class services or goods substantially similar in size, scope, cost and complexity to those to be provided hereunder and (B) exercising such professional standard by appropriate action or inaction.
- 1.15. **“USDA”** means the United States Department of Agriculture.

2. PERFORMANCE OF THE SUPPLIER SERVICES.

- 2.1. **Standards.** Supplier will perform Supplier Services in a thorough, timely and professional manner, consistent with prevailing scientific, professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform the Supplier Services, in accordance with the applicable Order and in compliance with all Applicable Laws and the Standard of Performance, including, to the extent applicable based on the Supplier Services specified in the applicable Order, Good Laboratory Practices, Good Clinical Practices, or Good Manufacturing Practices. Supplier represents and warrants that (A) it has facilities, computer systems, equipment, data and record management, and physical security measures in place that are compliant with Applicable Laws and prevailing industry practices to perform the Supplier Services outlined in the applicable Order; (B) it has procedures in place to ship and receive Materials; (C) it meets any and all safety regulations as required by Applicable Laws to perform the applicable Order including but not limited to EPA, OSHA, Good Laboratory Practices Good Manufacturing Practices, and CLIA regulations; (D) it has the appropriate licenses and approvals in place to perform the applicable Order, which may include AAALAC accreditation, IACUC, IRB, and USDA license; (E) it has the right and authority to perform the Supplier Services contemplated under the Agreement, including with respect to any third party technology used to perform such Supplier Services; and (F) the performance of its obligations hereunder do not violate any third party rights. Upon request, Supplier will subject itself to a full audit and inspection by Science Exchange and/or Requester to ensure adherence to relevant Applicable Laws as it pertains to the Supplier Services being offered via the Platform.
- 2.2. **Animal Services.** If Supplier Services under an Order involve the use of animals, Supplier will care for and use the animals in accordance with all Applicable Laws, which may include ARAC guidelines, 9 CFR Part 2 Subpart C, ILAR Guide for the Care and Use of Laboratory Animals, Animal Welfare Act, and AAALAC International. For Supplier Services provided in a country outside the United States, Supplier will comply with comparable humane animal research regulations and guidelines, such as the EU Directive 2010/63/EU of the European Parliament and the Council of September 22nd, 2010 on the protection of animals used for scientific purposes. Supplier will be responsible for the care and treatment of any animals involved in the Supplier Services, including seeking any necessary veterinary care. Upon request, Supplier shall provide Requester with health certificates for animals, and each animal shall be as described in the health certificates delivered to Requester. Supplier will supply Products only from sources identified in the Project.
- 2.3. **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.
- 2.4. **Evidence.** Upon reasonable request by a Requester, Supplier will provide Requester with evidence showing Supplier’s compliance with this Schedule A, Article 2 with respect to any Order between Supplier and Requester.

3. MATERIALS.

- 3.1. **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 Requester any rights in or to Materials, except the limited right to use such Materials as necessary for the corresponding Order to be performed.

- 3.2. **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 (A) transfer to Requester the Supplier Materials required to permit Requester to fulfill its obligations pursuant to such Order and (B) identify any Supplier Materials in the Quote as Supplier Materials. 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.
- 3.3. **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 THE 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.
- 3.4. **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.
- 3.5. **Distribution of Materials.** With respect to another's Materials, Supplier and Requester 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 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.

4. HUMAN SUBSTANCES.

- 4.1. **Human Subject Consent.** To the extent the Order requires Requester to be provided with cells, tissue, blood, or any other bodily fluids collected from human subjects as well as any derivatives thereof (collectively "**Human Substances**"), and 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 Human Substances, Supplier represents and warrants that such informed consent or authorization was or will be obtained by Supplier on behalf of Requester prior to providing such Human Substances and that the collection and transfer of the Human Substances is in compliance with Applicable Laws. Any consent forms will be provided to Requester upon request, and Requester will be provided the opportunity to review and comment upon such forms. Such consent will substantively provide at a minimum that:
 - 4.1.1. Supplier may transfer the individual's Human Substances to commercial companies (such as Requester), which may use such Human Substances for research and development purposes;
 - 4.1.2. The individual has released the contents of the Human Substances, the by-products and derivatives of the Human Substances, and any products or processes developed from the Human Substances to Supplier and to any third party, such as Requester, who receives the Human Substances;
 - 4.1.3. 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 Human Substances in research or in any commercial products or processes developed by such research;

- 4.1.4. While consent may be withdrawn, the individual acknowledges and agrees that once the individual's Human Substances leave Supplier's repository, such Human Substances cannot be retrieved;
- 4.1.5. The individual's withdrawal of his/her consent may result only in destruction of the individual's Human Substances in Supplier's repository, but will not affect Requester's right to use such Human Substances already transferred to Requester hereunder; and
- 4.1.6. Requester will have the right to use data derived from Requester's use of the Human Substances 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.
- 4.2. **Transfer of Human Substances.** Requester represents and warrants that it will maintain control over the Human Substances received from Supplier and agrees that such Human Substances will not be distributed for commercial purposes or otherwise transferred, given or sold by Requester (excluding an Affiliate or Representative thereof) to any third party for any purpose(s) whatsoever without the prior written consent of Supplier.
- 4.3. **No PHI.** Supplier will not provide Protected Health Information to Requester or Science Exchange in connection with the transfer of the Human Substances. All Human Substances and accompanying information provided by Supplier under an Order will meet the specifications for de-identification of data set out in 45 C.F.R. § 164.514.
- 4.4. **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 of Human Substances. 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.
- 4.5. **HAZARDOUS AGENTS.** REQUESTER AGREES THAT HUMAN SUBSTANCES MAY CONTAIN INFECTIOUS AND/OR POTENTIALLY HAZARDOUS AGENTS.
- 4.6. **Warranty.** Supplier warrants (based on the representations from the sites providing Human Substances and review of the applicable clinical records) that it will not provide Human Substances from individuals believed to be Hep-B/C and HIV 1/2 positive at the time of procurement (unless otherwise requested in the Order). Supplier will notify Requester immediately upon learning that Human Substances 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 Human Substances pursuant to industry standards. Supplier represents and warrants that (A) it has the right to transfer the Human Substances; (B) there are no third party claims of ownership or other rights to the Human Substances; (C) the Human Substances 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 Human Substances 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 Human Substances to Requester is not inconsistent with the terms of any agreement between Supplier and the third party.
- 4.7. **ISO Certification.** Supplier will comply with the general requirements for biobanking set forth in ISO 20837:2018.
- 4.8. **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 Human Substances or otherwise results from or involves use of the Human Substances.
5. **INTELLECTUAL PROPERTY.**
- 5.1. **Background IP.** The Agreement does not transfer ownership or title of any Background IP.
- 5.2. **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 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.

- 5.3. **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.
- 5.4. **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 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.

6. WARRANTIES AND REPRESENTATIONS.

- 6.1. **Mutual.** Each Party represents and warrants to the other that it has the full power, right and authority to enter into the Agreement, to carry out its obligations under the Agreement, and to assign and grant the rights pursuant to the Agreement. In addition, each Party represents and warrants to the other that it will comply with Applicable Laws.
- 6.2. **Supplier Services.** Supplier warrants that the Supplier Services will be performed in a good and professional manner and in accordance with terms consistent with Article 2 of this Schedule A. Without limiting other remedies available at law or in equity, in the event of a breach of this warranty, Supplier is obligated to follow the re- performance or refund procedures consistent with those provided in Section 3.6 of these Supplier T&Cs.
- 6.3. **ISO 9001.** Supplier represents and warrants that it has and will maintain throughout the Term of the Agreement a quality management system pursuant to the standards set forth in ISO 9001-2015. Upon written request, Supplier will make available to Requester any and all documentation required to corroborate its adherence to this Section 6.3.
- 6.4. **Resources; Permitting.** Supplier represents and warrants that (A) Supplier possesses the business, professional and technical expertise and the resources, including without limitation equipment, facilities and employees to perform the Supplier Services; and (B) Supplier has been issued, as of the date of the applicable Order, and will maintain in effect for the term of the Order, all permits, licenses, certificates or approvals required by Applicable Laws to perform the Supplier Services. Supplier is obligated to notify Requester and Science Exchange promptly in the event its permits, licenses, certificates or approvals to perform the Supplier Services are modified, revoked, suspended, transferred or otherwise changed such that there is a material adverse effect upon the Supplier Services.
- 6.5. **Research Use Only.**
- 6.5.1. 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 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.
- 6.5.2. 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 Quote 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 6.5.

- 6.6. **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.
- 6.7. **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.
- 6.8. **Export Controls.** Science Exchange will cause Requester to 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 shall provide reasonable assistance and information as needed for Supplier to meet its trade compliance obligations arising from this Agreement.

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. **“Confidential Information”** means, in addition to Confidential Information as defined in the Terms, (A) the following information disclosed by or on behalf of Requester to Supplier, or Supplier personnel: the Investigational Product, technical information relating to the Investigational Product, and the Protocol; (B) Study enrollment information, information pertaining to the status of the Study, communications to and from regulatory authorities, information relating to the regulatory status of the Investigational Product, and Study Data; (C) the Investigators’ Drug Brochure, information contained in or comprised of Investigational Product or other materials provided by or on behalf of Requester; (D) all approvals and correspondence with or from an IRB or other entities with oversight responsibilities for the Study, including ethics committees or data safety monitoring committees, all Study correspondence, all Investigational Product accountability forms, all CRFs and all other information generated by Supplier, Investigator or Study Staff in connection with the Study; (E) patent applications, technology, business plans, the Protocol and all information relating thereto; and (F) all proprietary biological, chemical or other materials; applications, formulas, manufacturing processes, basic scientific data, Study Data, prior clinical data and formulation information.
- 1.3. **“Good Clinical Practices”** means the then-current standards, practices and procedures promulgated or endorsed by (A) the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use Harmonised Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95), (B) for Supplier Services performed in the EU or related to an EMA submission, the EMA including Clinical Trials Regulation (EU) No. 536/2014 and any other guidelines for good clinical practice for trials on medicinal products in the EU, (C) for Supplier Services performed in the US or related to an FDA submission, the FDA as set forth in the guidelines entitled “Guidance for Industry E6 Good Clinical Practice: Consolidated Guidance” and related regulatory requirements imposed by the FDA, including 21 CFR Parts 11, 50, 54 and 56 and (D) the equivalent Applicable Laws in any relevant country, in each case, including all applicable rules, regulations, orders and guidance applicable thereto, and as each may be amended from time to time, and any successor thereto.
- 1.4. **“IEC”** has the meaning set forth in Section 2.2.
- 1.5. **“Investigational Product”** means the compound/medical device identified in the Protocol that is being tested in the Study.
- 1.6. **“Investigator”** means a qualified employee of, or contractor to, Supplier experienced in the conduct of clinical studies in humans.
- 1.7. **“IRB”** has the meaning set forth in Section 2.2.
- 1.8. **“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).
- 1.9. **“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.
- 1.10. **“Protocol”** means the written clinical protocol referenced in each Order, as such protocol may be modified from time to time by Requester.
- 1.11. **“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.

- 1.12. **“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.
- 1.13. **“Study Facilities”** means clinical facilities at which Supplier will perform such Study.
- 1.14. **“Study Staff”** means the individuals involved in conducting the Study under the direction of the Investigator.
- 1.15. **“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.** Supplier, Investigator and Study Staff will perform the Study in strict accordance with these Supplier T&Cs (including this Schedule), Good Clinical Practices, the Protocol, any and all Applicable Laws.
- 2.2. **Informed Consent Form.** Supplier will use an informed consent form that has been approved by Requester and is in accordance with applicable regulations and the requirements of Supplier's institutional review board (“**IRB**”) or independent ethics committee (“**IEC**”) that is responsible for reviewing the Study. Supplier will obtain the prior written informed consent of each Study Subject and, unless prohibited from doing so by Applicable Laws, will make the signed informed consent forms available to Requester upon request. .

2.3. Medical Records and Study Data.

- 2.3.1. Collection, Storage and Destruction. Supplier will ensure the prompt, complete, and accurate collection, recording and classification of the Medical Records and Study Data.

Supplier will:

- (A) maintain and store Medical Records and Study Data in a secure manner with physical and electronic access restrictions, as applicable and environmental controls appropriate to the applicable data type and in accordance with Applicable Laws;
- (B) protect the Medical Records and Study Data from unauthorized use, access, duplication, and disclosure;
- (C) if directed by Requester or Science Exchange, submit Study Data using the electronic system provided by Requester or Science Exchange or their designated representative and in accordance with Requester's instructions for electronic data entry;
- (D) prevent unauthorized access to the Study Data by maintaining physical security of the electronic system and ensuring that Investigator and Study Staff maintain the confidentiality of their passwords and ensure that Investigator collects all Study Data in Medical Records prior to entering it into the CRF. Supplier will ensure the prompt submission of CRFs;
- (E) take measures to prevent accidental or premature destruction or damage of these documents, for as long as required by Applicable Laws; and
- (F) ensure that Investigator will not, destroy or permit the destruction of any Medical Records or Study Data without prior written notification to Requester, and continue to store Medical Records and Study Data, at Requester's expense, for any period that Requester may request in writing after retention is no longer required by any Applicable Law.

If the Investigator is no longer employed or engaged by Supplier, then responsibility for maintaining Medical Records and Study Data will be determined in accordance with Applicable Law but Supplier will not in any case be relieved of its obligations under the Agreement for maintaining the Medical Records and Study Data.

- 2.3.2. Ownership. These Supplier 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. Supplier hereby assigns, and if necessary will cause Investigator to assign, to Requester all of their rights, title and interest, including Intellectual Property Rights, to all Study Data and other Confidential Information of Requester generated by or on behalf of Supplier in connection with the Study. Without Requester's prior express written consent, neither Supplier nor the Investigator will analyze or have Study Data analyzed, or make the Study

Data available to third parties. Study Data and the results of any use, processing, evaluation, or analysis of the Study Data will be Confidential Information of Requester.

2.3.3. Access, Use, Monitoring and Inspection.

- (A) Supplier will provide original or copies (as the case may be) of all Study Data to Science Exchange and Requester for Requester's use. Supplier will afford Requester and Science Exchange and their representatives and designees reasonable access to Supplier's facilities, including Study Facilities, and to Medical Records and Study Data so as to permit Requester and Science Exchange and their representatives and designees to monitor the Study.
- (B) Without limiting the foregoing, Science Exchange, Requester or their respective Representatives will be entitled to visit or meet with Supplier, Investigator and sub-investigators and examine, audit and inspect Supplier facilities, including Study Facilities, upon reasonable advance notice and with reasonable frequency during normal business hours to observe the progress of the Study and review and copy documents, records, data, information, and materials relating to the Study. Supplier will assist and will ensure that Investigator assist Requester and Science Exchange in scheduling such visits and in providing adequate workspace, cooperate with Requester or Science Exchange, comply with the legitimate requirements of the visit or inspection, and make appropriate Study Staff available to explain and discuss records and documentations related to the Study. For Science Exchange or Requester inspections of Supplier, Supplier will submit a written response to Requester for all non-conformances within fifteen (15) days after receipt of the inspection report. Supplier's written response will include the cause of each non-conformance, the underlying source of the cause, and a corrective action plan for each non-conformance. Supplier will complete all corrective actions for each non-conformance within ninety (90) days after the receipt of the inspection report.
- (C) Supplier will afford regulatory authorities reasonable access to Supplier's facilities and to Medical Records and Study Data, and the right to copy Medical Records and Study Data.
- (D) Supplier will immediately notify Science Exchange and Requester of, and provide Science Exchange and Requester copies of, any inquiries, correspondence or communications to or from any governmental or regulatory authority relating to the Study, including, but not limited to, requests for inspection of Supplier's facilities, and Supplier will permit Science Exchange and Requester to attend any such inspections. Supplier will make reasonable efforts to separate, and not disclose, Confidential Information that is not required to be disclosed during such inspections.
- (E) Supplier will promptly notify Science Exchange and Requester of any inspection of its facilities or operations relating to the Study, cooperate with the regulatory authorities, comply with the legitimate requirements of the audit, and make appropriate Study Staff available to explain and discuss records and documentations related to the Study. Requester will have the right to be present at inspections of Supplier's facilities or operations or of the facilities, including those where the Study is conducted, and will have the opportunity to provide review and comment on any responses that may be required.
- (F) Supplier agrees to cooperate with the representatives of Science Exchange and Requester, and Supplier agrees to ensure that the employees, agents and representatives of Supplier do not harass, or otherwise create a hostile working environment for such representatives of Science Exchange and Requester.

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.**

- 2.4.1. Supplier will ensure that Investigator is responsible for the conduct of the Study at Supplier and for supervising any individual or party to whom the Investigator delegates Study-related duties and functions. In particular, but without limitation, it is the Investigator's duty to review and understand the information in the Investigator's Brochure or device labeling instructions, to ensure that all informed consent requirements are met, to ensure that all required reviews and approvals by applicable regulatory authorities and IRBs or IECs are obtained, and to review all CRFs to ensure their accuracy and completeness.
- 2.4.2. If Supplier retains the services of any individual or third party to perform Study-related duties and functions, Supplier will ensure this individual or third party is qualified to perform those Study-related duties and

functions and will implement procedures to ensure the integrity of the Study-related duties and functions performed and any data generated.

- 2.4.3. Supplier will ensure that Investigator agrees to provide a written declaration revealing Investigator's possible economic or other interests, if any, in connection with the conduct of the Study or the Investigational Product.
- 2.4.4. Supplier will ensure that Investigator agrees to provide a written declaration revealing Investigator's disclosure obligations, if any, with Supplier in connection with the conduct of the Study and the Investigational Product.
- 2.4.5. Supplier agrees to provide prompt advance notice to Requester and Science Exchange if Investigator will be leaving Supplier or is otherwise no longer able to perform the Study. The appointment of a new Investigator must have the prior approval of Requester.

2.5. Adverse Events.

- 2.5.1. Supplier will report adverse events and serious adverse events as directed in the Protocol and by Applicable Laws. Supplier will cooperate with Requester in its efforts to follow-up on any adverse events. Supplier will comply with its IRB/IEC reporting obligations.
- 2.5.2. 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.
- 2.5.3. Deviations from the Protocol are not permitted except when necessary to protect the safety, rights or welfare of the Study Subjects. Supplier and/or Investigator will, within one (1) business day from occurrence, or as specified in the Protocol, notify Science Exchange and Requester of any (I) deviation from the Protocol, including any deviations necessary to protect the safety, rights or welfare of the Study Subjects, (II) serious adverse event (as defined in the Protocol) which occurs to a Study Subject, or (III) communication with a regulatory agency concerning (a) the Study, including any requests to inspect, examine, copy or remove records of the Study, (b) another study which might have an impact on the Study, or (c) the qualification of Supplier or Investigator to perform the Study. In addition, Supplier and/or Investigator will promptly report to Science Exchange and Requester any adverse event (as defined in the Protocol) which occurs to a Study Subject. Supplier will not delay the report to Science Exchange and Requester of an adverse event because of incomplete information, which can be supplied later. None of Supplier, the Investigator, or any Study Staff will report adverse events directly to regulatory authorities, except (1) with five (5) days prior notice to Science Exchange and Requester, (2) to protect public safety and welfare, and (3) if Supplier reasonably believes Science Exchange or Requester is not reporting adverse events according to regulatory requirements.

2.6. Use and Return of Investigational Product and Equipment.

- 2.6.1. Requester or a duly authorized agent of Requester will supply Supplier with sufficient amount of Investigational Product as described in the Protocol.
- 2.6.2. Supplier will maintain exclusive control of the Investigational Product (and will under no circumstance transfer the Investigational Product to any third party), use the Investigational Product and any comparator products provided in connection with the Study, solely for the purpose of properly completing the Study and will handle, store and maintain the Investigational Product as specified by Requester and the Protocol and according to Applicable Laws, including storage in a locked, secured area at all times.
- 2.6.3. Supplier will: (I) verify receipt of the Investigational Product by signing the appropriate documentation provided by Requester or Science Exchange; (II) store all Investigational Product securely as designated in the Protocol; (III) document the administration of the Investigational Product to Study Subjects; and (IV) only dispense the Investigational Product to Study Subjects in accordance with the Protocol.
- 2.6.4. 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.
- 2.6.5. Supplier will comply with all Applicable Laws governing the disposition or destruction of Investigational Product and any instructions from Requester or Science Exchange that are not inconsistent with such Applicable Laws.

- 2.6.6. Supplier will return any equipment or materials provided by Requester for use in the Study unless Requester and Supplier have a written agreement for Supplier to acquire the equipment.
- 2.7. **Key Enrolment Date.** Supplier understands and agrees that 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 enrollment at any time.
- 2.8. **Conduct of Study; Suspension.** Supplier agrees to conduct the Study solely at the Study Facilities. The Study Facilities may not be changed without Requester's prior written consent. The Study will commence as soon as possible following receipt of IRB/IEC written approval, or as otherwise agreed upon in writing with Requester. Requester may suspend the entire Study (or a portion of the Study) at any time for any reason. 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 Requester or Supplier in accordance with this Section will not be deemed a material breach of the Agreement. Supplier will conduct the Study only at Study Facilities that are found to be adequate by Requester. Supplier will ensure that Study Facilities remain adequate during the Study. Adequate Study Facilities, at minimum, are safe, secure, hygienic, include adequately-maintained and calibrated equipment, and provide for secure and accessible storage of the Investigational Product and other materials supplied by Requester hereunder and records. Supplier will notify Science Exchange and Requester promptly of any detrimental change in its Study Facilities' adequacy.
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.
- 3.3. **Patient Protection and Affordable Care Act.** Supplier acknowledges that, pursuant to the Patient Protection and Affordable Care Act (2010), Requester will make reports to the United States government disclosing information associated with transfers of value to Supplier, including but not limited to payments and other transfers of Items of Value under the Agreement, which will be published by the government on a public website.
4. **CONFIDENTIALITY.** In addition to the other obligations set forth in the Agreement regarding Confidential Information, Supplier and Supplier's personnel, including the Investigator and Study Staff, will not with respect to Requester Confidential Information disclosed or generated in connection with an Order for a Study use such Confidential Information for any purpose other than the performance of the Study. To protect Requester Confidential Information disclosed or generated in connection with an Order for a Study, Supplier agrees to:
- 4.1. limit dissemination of such Confidential Information to only the Investigator and those Study Staff having a need to know for purposes of performing the Study;
- 4.2. advise the Investigator and all Study Staff who receive such Confidential Information of the confidential nature of such information; and
- 4.3. use reasonable measures to protect such Confidential Information from disclosure and enter into written agreements with the Investigator and Study Staff with binding obligations of confidentiality and non-use no less stringent than those contained in the Agreement
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 clinical trials 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. publication on www.clinicaltrials.gov and websites and databases that serve a comparable purpose;
- 5.1.5. storage in databases to facilitate the selection of investigators for future clinical trials or other business; and
- 5.1.6. 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.

5.2. **Study Subject Personal Data.** Supplier will obtain Study Subject written consent for the collection and use of Study Subject personal data for Study purposes, including the disclosure, transfer and processing of data collected in accordance with the Protocol, in compliance with applicable data protection provisions.

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

6. STUDY SUBJECT INJURY.

6.1. **Notification.** Supplier will promptly notify Science Exchange and Requester in writing of any claim of illness or injury actually or allegedly due to an adverse reaction to the Investigational Product and cooperate with Requester in the handling of the adverse event.

6.2. **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:

- 6.2.1. 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,
- 6.2.2. negligence or willful misconduct by Investigator, Supplier or any of its personnel,
- 6.2.3. failure of the Study Subject to follow the reasonable instructions of the Investigator or Supplier relating to the requirements of the Study,
- 6.2.4. natural disease progression of any pre-existing disease or any underlying illness whether or not previously diagnosed, or
- 6.2.5. 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).

6.3 **Survival.** This Article 6 ("Study Subject Injury") will survive termination or expiration of the Agreement.

7. **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 7 ("Science Exchange Disclaimer") will survive termination or expiration of the Agreement.

8. **STUDY TERMINATION.** Science Exchange will cause Requester to comply with Requester T&Cs, Schedule B, Article 8. Science Exchange or 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.

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.

- 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. **"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.
- 1.19. **"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.
- 1.20. **"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.** Supplier, Investigator, Study Staff and (if applicable) Collaborators will perform the Study in strict accordance with the Agreement (including this Schedule), the Protocol and all Applicable Laws.
 - 2.1.1. HEOR Studies. If the Study involves HEOR Services, Supplier, Investigator, Study Staff and (if applicable) Collaborators will perform the Study in accordance with the ISPOR Code of Ethics.
 - 2.1.2. Genetics Studies. If the Study involves human genetic information, Supplier, Investigator, Study Staff and (if applicable) Collaborators will perform the Study in accordance with Genetic Privacy Laws.
 - 2.1.3. Pharmacoepidemiology Studies. If the Study involves pharmacoepidemiology, Supplier, Investigator, Study Staff and (if applicable) Collaborators will comply with the International Society for

Pharmacoepidemiology Guidelines for Good Pharmacoepidemiology Practices (GPP) when performing the applicable Order.

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 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.

2.2.3. HEOR Services. If the Study involves HEOR Services, Supplier will obtain Requester’s written permission prior to conducting (A) transactions requiring access to data derived from individual data subjects, including without limitation any in-licensed data or clinical trial data or (B) surveys, whether to healthcare providers, patients, caregivers or others individuals.

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

2.3.1. Collection, Storage and Destruction. Supplier will ensure the prompt, complete, and accurate collection, recording and classification of the Medical Records (if any) and Study Data.

Supplier will:

- (A) maintain and store Medical Records (if any) and Study Data in a secure manner with physical and electronic access restrictions, as applicable and environmental controls appropriate to the applicable data type and in accordance with Applicable Laws;
- (B) protect the Medical Records (if any) and Study Data from unauthorized use, access, duplication, and disclosure;
- (C) if directed by Requester or Science Exchange, submit Study Data using the electronic system provided by Requester or Science Exchange or their designated representative and in accordance with Requester’s instructions for electronic data entry;
- (D) prevent unauthorized access to the Medical Records (if any) and Study Data by maintaining physical security of the electronic system and ensuring that Investigator and Study Staff maintain the confidentiality of their passwords;
- (E) take measures to prevent accidental or premature destruction or damage of these documents, for as long as required by Applicable Laws; and
- (F) ensure that Investigator will not, destroy or permit the destruction of any Medical Records (if any) or Study Data without prior written notification to Requester, and continue to store Medical Records (if any) and Study Data, at Requester’s expense, for any period that Requester may request in writing after retention is no longer required by any Applicable Law.

If the Investigator is no longer employed or engaged by Supplier, then responsibility for maintaining Medical Records (if any) and Study Data will be determined in accordance with Applicable Law but Supplier will not in any case be relieved of its obligations under the Agreement for maintaining the Medical Records (if any) and Study Data.

- 2.3.2. Ownership. Each Study Data Source will retain ownership of their Medical Records. Supplier will assign and will ensure that Investigator assigns to Requester all of their rights, title and interest, including Intellectual Property Rights, to all Study Data and other Confidential Information of Requester generated by or on behalf of Supplier in connection with the Study. Without Requester's prior express written consent, neither Supplier nor the Investigator will analyze or have Study Data analyzed, or make the Study Data available to third parties. Study Data and the results of any use, processing, evaluation, or analysis of the Study Data will be Confidential Information of Requester. For clarity, Study Data is Work Product as defined in the Terms.
- 2.3.3. Right to Use Study Data. Supplier represents and warrants to the best of its knowledge after diligent inquiry (A) that it has the right to transfer ownership of the Study Data to Requester pursuant to Section 2.3.2 herein, (B) that it has the right to use, transfer, copy and otherwise exploit the Study Data as required by the Study, (C) that its performance of the Study will not impair or infringe any third party rights, (D) that except as disclosed to Requester in writing, no payments to any third party are required for the use of the Study Data, and (E) that prior to the acceptance of the applicable Order for the Study, it has informed Requester in writing of any and all restrictions on Requester's use of the Study Data.
- 2.3.4. Access, Use, Monitoring and Inspection.
- (A) Supplier will provide original or copies (as the case may be) of all Study Data to Requester for Requester's use in the Study. Supplier will afford Requester its representatives and designees reasonable access to Supplier's facilities, including Study Facilities, and to Medical Records (if any) and Study Data so as to permit Requester and Science Exchange and their representatives and designees to monitor the Study.
- (B) Without limiting the foregoing, Requester or its respective Representatives will be entitled to visit or meet with Supplier, Investigator and sub-investigators and examine, audit and inspect Supplier facilities, including Study Facilities, upon reasonable advance notice and with reasonable frequency during normal business hours to observe the progress of the Study and review and copy documents, records, data, information, and materials relating to the Study. Supplier will assist and will ensure that Investigator assists Requester in scheduling such visits and in providing adequate workspace, cooperate with Requester, comply with the legitimate requirements of the visit or inspection, and make appropriate Study Staff available to explain and discuss records and documentations related to the Study. For Requester inspections of Supplier, Supplier will submit a written response to Requester for all non-conformances within fifteen (15) days after receipt of the inspection report. Supplier's written response will include the cause of each non-conformance, the underlying source of the cause, and a corrective action plan for each non-conformance. Supplier will complete all corrective actions for each non-conformance within ninety (90) days after the receipt of the inspection report.
- (C) Supplier will afford regulatory authorities reasonable access to Supplier's facilities and to Medical Records (if any) and Study Data, and the right to copy Medical Records (if any) and Study Data if permitted by Applicable Laws.
- (D) Supplier will immediately notify Requester of, and provide Requester copies of, any inquiries, correspondence or communications to or from any governmental or regulatory authority relating to the Study, including, but not limited to, requests for inspection of Supplier's facilities, and Supplier will permit Requester to attend any such inspections. Supplier will make reasonable efforts to separate, and not disclose, Confidential Information that is not required to be disclosed during such inspections.
- (E) Supplier will promptly notify Requester of any inspection of its facilities or operations relating to the Study, cooperate with the regulatory authorities, comply with the legitimate requirements of the audit, and make appropriate Study Staff available to explain and discuss records and documentations related to the Study. Requester will have the right to be present at inspections of Supplier's facilities or operations or of the facilities, including those where the Study is conducted, and will have the opportunity to provide review and comment on any responses that may be required.
- (F) Supplier agrees to cooperate with the representatives of Requester, and Supplier agrees to ensure that the employees, agents and representatives of Supplier do not harass, or otherwise create a hostile working environment for such representatives of Requester.

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

2.4. **Duties of Investigator.**

2.4.1. Supplier will ensure that Investigator is responsible for the conduct of the Study and for supervising any individual or party to whom the Investigator delegates Study-related duties and functions. In particular, but without limitation, it is the Investigator's duty to review and understand the information in the Protocol, to ensure that all informed consent requirements are met and to ensure that all required reviews and approvals by applicable regulatory authorities and IRBs or IECs are obtained.

2.4.2. If Supplier retains the services of any individual or third party to perform Study-related duties and functions, Supplier will ensure this individual or third party is qualified to perform those Study-related duties and functions and will implement procedures to ensure the integrity of the Study-related duties and functions performed and any data generated.

2.4.3. Supplier will ensure that Investigator agrees to provide a written declaration revealing Investigator's possible economic or other interests, if any, in connection with the conduct of the Study.

2.4.4. Supplier will ensure that Investigator agrees to provide a written declaration revealing Investigator's disclosure obligations, if any, with Supplier in connection with the conduct of the Study.

2.4.5. Supplier agrees to provide prompt advance notice to Requester if Investigator will be leaving Supplier or is otherwise no longer able to perform the Study. The appointment of a new Investigator must have the prior approval of Requester.

2.5. **Key Enrolment Date.** If the Study requires enrollment of Study Data Sources, Supplier understands and agrees that if Supplier has not enrolled at least one (1) Study Data Source by the key enrollment date set forth in the Protocol, then Requester may terminate the applicable Order in accordance with Article 7 below ("Study Termination"). Requester has the right to limit enrollment at any time.

2.6. **Conduct of Study; Suspension.** Supplier agrees to conduct the Study solely at the Study Facilities. The Study Facilities may not be changed without Requester's prior written consent. The Study will commence as soon as possible following receipt of IRB/IEC written approval, or as otherwise agreed upon in writing with Requester. Requester may suspend the entire Study (or a portion of the Study) at any time for any reason. Supplier will conduct the Study only at Study Facilities that are found to be adequate by Requester. Supplier will ensure that Study Facilities remain adequate during the Study. Adequate Study Facilities, at minimum, are safe, secure, hygienic, include adequately-maintained and calibrated equipment, and provide for secure and accessible storage of Study Data and materials supplied by Requester hereunder. Supplier will notify Requester promptly of any detrimental change in its Study Facilities' adequacy.

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 Supplier 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 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.
 - 4.1. **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).
 - 4.2. **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.
 - 4.3. **Patient Protection and Affordable Care Act.** Supplier acknowledges that, pursuant to the Patient Protection and Affordable Care Act (2010), Requester may make reports to the United States government disclosing information associated with transfers of value to Supplier, including but not limited to payments and other transfers of Items of Value under the Agreement, which will be published by the government on a public website.
5. **CONFIDENTIALITY.** In addition to the other obligations set forth in the Agreement regarding Confidential Information, Supplier and Supplier's personnel, including the Investigator and Study Staff, will not with respect to Requester Confidential Information disclosed or generated in connection with an Order for a Study use such Confidential Information for any purpose other than the performance of the Study. To protect Requester Confidential Information disclosed or generated in connection with an Order for a Study, Supplier agrees to:
 - 5.1. limit dissemination of such Confidential Information to only the Investigator and those Study Staff having a need to know for purposes of performing the Study;
 - 5.2. advise the Investigator and all Study Staff who receive such Confidential Information of the confidential nature of such information; and
 - 5.3. use reasonable measures to protect such Confidential Information from disclosure and enter into written agreements with the Investigator and Study Staff with binding obligations of confidentiality and non-use no less stringent than those contained in the Agreement.
6. **PERSONAL DATA.**
 - 6.1. **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:

- 6.1.1. the conduct of studies and/or statistical analysis;
- 6.1.2. verification by governmental or regulatory agencies, Requester, Science Exchange, and their agents and affiliates;
- 6.1.3. compliance with legal and regulatory requirements;
- 6.1.4. storage in databases to facilitate the selection of investigators for future studies or other business; and
- 6.1.5. 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.

6.2. **Study Data Source Personal Data.** Notwithstanding Section 2.2 herein, Supplier will obtain Study Data Source written consent for the collection and use of Study Data Source personal data for Study purposes, including the disclosure, transfer and processing of data collected in accordance with the Protocol, in compliance with Data Protection Laws.

5.3. **Survival.** This Article 6 ("Personal Data") will survive termination or expiration of the Agreement.

7. **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 7 ("Science Exchange Disclaimer") will survive termination or expiration of the Agreement.

8. **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.

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. **“DMFs”** has the meaning provided in Section 2.10 below.
- 1.6. **“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 will include Mice.
- 1.7. **“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.
- 1.8. **“Pre-Shipment Sample”** has the meaning provided in Section 3.3 below.
- 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 3.5 below.
- 1.14. **“Rolling Forecast”** has the meaning provided in Section 2.2 below.
- 1.15. **“Shortage of Supply”** has the meaning provided in Section 2.8 below.

2. PRODUCT SUPPLY.

- 2.1. **Supply.** Subject to the terms and conditions of the Agreement and the applicable Order, Supplier will supply Products to Requester or its Affiliate(s). Unless otherwise agreed in the Order, Supplier will supply all equipment or machinery used by Supplier in the manufacturing, holding, processing, testing and release of Products to the extent necessary to perform Supplier’s obligations with regard to the supply of Products hereunder and the applicable Order.
- 2.2. **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.

- 2.3. **Minimum Capacity.** If so specified in the applicable Order, at all times Supplier will reserve and maintain sufficient capacity, raw materials and other resources to manufacture and supply at least one hundred percent (100%) (or such other amount as set forth in the Order) of the quantities of Products set forth in the Rolling Forecasts. At Requester's reasonable request, Supplier will discuss with such Requester current and projected capacity to manufacture and supply the Products.
- 2.4. **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).
- 2.5. **Cancellations.** Except as specified in this Section 2.5 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.
- 2.6. **Shipping.** Unless otherwise provided for in the Order, Supplier will deliver the Products to the location specified in the applicable Order no earlier or later than fifteen (15) days of the delivery dates specified in the applicable Order. Supplier will make all arrangements and payments for delivery. Except as may otherwise be set forth in the Order, all shipments will be FCA (International shipments will be governed by Incoterms 2020), Supplier's loading dock. Title to Products and risk of loss or damage thereto will pass to Requester at the time such Products are delivered to the common carrier. Supplier will ship Products in accordance with any agreed-upon shipment specifications or as otherwise agreed in writing by Supplier and Requester and in accordance with the Agreement and the applicable Order. Supplier will package and ship all Products in accordance with standard industry practices that meet or exceed Applicable Laws, including the U.S. Department of Transportation and the International Air Transport Association requirements, at no additional charge. Supplier is solely responsible for any damage to or loss of Product resulting from defective packaging, improper packing or marking, or other failure to deliver Product in accordance with the Agreement.
- 2.7. **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.
- 2.8. **Shortage of Supply; Safety Stock.** If Supplier anticipates for any reason that it will not be able to manufacture and supply to Requester the quantities of Products in the required time frames ("**Shortage of Supply**"), Supplier will promptly notify Requester in writing, which notice will include a detailed explanation of the reason for such inability. Without limiting Supplier's obligations to supply the required quantities of Products in a timely manner, in the event of a Shortage of Supply or any scarcity of capacity, raw materials, or other resources that restricts Supplier's ability to manufacture and supply Products, Supplier will ensure that Requester receives at least its pro rata share of Products (during shortage and ramp up periods). To help ensure continuity of supply, if and only to the extent set forth in the applicable Order, Supplier will hold safety stock of Products sufficient for one (1) year of demand by Requester (as set forth in the then-current Rolling Forecast) or such other period of time as may be specified in the Order.
- 2.9. **Material Manufacturing Changes.** If the Products are raw materials, components or devices appropriate for use in manufacture of products intended for human use, Supplier must notify Requester prior to implementing material changes to the manufacture of such Products that are reasonably likely to affect the quality, safety, purity, identity or other critical attributes and allow Requester to perform an assessment of Supplier's updated manufacture process as necessary.
- 2.10. **Right of Reference.** Requester and its Affiliates will have a right of reference to Supplier drug master files ("**DMFs**") and other regulatory documents for Products to the extent necessary or reasonably useful for Requester's regulatory requirements for its products incorporating or made using Product. Supplier will provide to Requester upon request, a cross-reference letter or similar communication to the applicable regulatory authority to effectuate the right of reference for Product. If Supplier has not filed a DMF in any jurisdiction or has not or cannot give Requester, its Affiliates a right of

access to any manufacturing know-how required to be included in any regulatory filing, Supplier will provide such know-how to such Party's regulatory group for the sole purpose of preparing and filing applications for and maintaining regulatory approvals. Supplier will not terminate or allow any DMF to expire without first obtaining Requester's prior written consent.

- 2.11. **Price.** Except as otherwise specified in the applicable Order, all prices for Product include, and Supplier is solely responsible for, all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, customs, tariffs and duties, insurance, and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the Products. Unless otherwise specified in the applicable Order, all amounts payable for Product will be in U.S. Dollars. Unless otherwise required by applicable law, Requester is responsible for all taxes applicable to the Product.
- 2.12. **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 2.12.

3. PRODUCT QUALITY; ACCEPTANCE AND REJECTION.

- 3.1. **Quality Systems and Assurance.** The quality management system and standards employed by Supplier to manage and monitor Product quality will be based upon and in accordance with Applicable Laws, and as set forth in the Product Quality Agreement if one is in place. Prior to each shipment of Product, Supplier will perform quality control procedures reasonably necessary to ensure that the Product to be shipped conforms fully to the Product Specifications and other warranties set forth herein. Each shipment of Product must be accompanied by reasonable documentation identifying the Product lot number(s) and describing all current requirements of the applicable Product Specifications and results of tests performed certifying that the quantities of each Product supplied have been manufactured, controlled and released according to the applicable Product Specifications.
- 3.2. **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.
- 3.3. **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.
- 3.4. **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.

- 3.5. **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.
- 3.6. **Testing of Products.** Payment for or usage of Products for the purpose of testing such Products will not constitute acceptance of such Products by Requester. Requester will have no obligation to test or reject any Product, and Requester's inspection of, or failure to inspect or reject, any Product will not affect any rights of Requester under the Agreement and the applicable Order.
- 3.7. **Recall.** If Supplier reasonably believes a recall may be necessary with respect to any Product provided under the Agreement, Supplier will promptly, and in all events within two (2) business days of such determination, notify Requester in writing. Requester will have sole discretion, unless otherwise required by a regulatory authority, over whether and under what circumstances to require the recall or withdrawal of any product containing the Product. Supplier will provide reasonable assistance to Requester in conducting a recall or withdrawal, including providing Requester with all reasonably pertinent records and information. Supplier will be responsible for all costs and expenses in connection with the recall of any Requester product which contains non-conforming Product, including expenses and other costs or obligations owed to third parties (for example, costs imposed by distributors), the cost and expense of notifying customers, the cost and expense associated with shipment of such recalled Requester product, and the cost and expense of replacing and destroying such Requester product that is removed from the market, if necessary.
- 3.8. **Change Notice.** Unless otherwise provided for in the applicable Order, Supplier will provide Requester with at least ninety (90) days' prior written notice of any proposed change to the Product Specifications. Unless otherwise provided for in the applicable Order, within thirty (30) days after sending such notice to Requester, Supplier will send Requester samples of such Product manufactured in accordance with such proposed modified Product Specifications. In the event of a change to the Product Specifications, Requester will have the option to cancel the Order pursuant to Section 2.3 of Schedule D of the Requester T&Cs.
- 3.9. **Waste Disposal.** The generation, collection, storage, handling, transportation, movement and release of hazardous materials and waste generated in connection with the manufacture and supply of Product hereunder will be the responsibility of Supplier at Supplier's sole cost and expense. Without limiting other applicable requirements, Supplier will prepare, execute and maintain, as the generator of waste, all licenses, registrations, approvals, authorizations, notices, shipping documents and waste manifests required under Applicable Law.
- 3.10. **Safety Procedures.** Supplier will be solely responsible for implementing and maintaining health and safety procedures in connection with the manufacture and supply of Product hereunder and for the handling of any materials or hazardous waste used in or generated in connection therewith. Requester will have no responsibility for Supplier's health and safety program.
- 3.11. **Permits and Approvals.** Supplier will ensure that any and all permits, licenses, registrations, and approvals required by Applicable Law have been obtained in connection with each facility used in connection with the manufacture or supply of Products. Supplier will maintain each such facility in a state of repair and operating efficiency consistent with prevailing industry practices and all Applicable Law. Supplier will only use disposal services or sites that have appropriate environmental permits and are in compliance with Applicable Law.

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; No Reverse Engineering.** 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. Requester will not attempt to reverse engineer the Product.
- 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.
- 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.

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. **"Generated Program"** has the meaning set forth in Section 2.1.4.
- 1.4. **"License"** means, with respect to Software, the Software License, and with respect to SaaS, the SaaS License.
- 1.5. **"Requester Enhancement"** has the meaning set forth in Section 2.1.3.
- 1.6. **"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.
- 1.7. **"SaaS License"** has the meaning set forth in Section 2.2.
- 1.8. **"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.
- 1.9. **"Software License"** has the meaning set forth in Section 2.1.

2. GRANT OF LICENSE.

- 2.1. **Software License.** If Supplier is delivering Software under an Order, Supplier hereby grants to Requester and its Affiliates, with respect to Software not otherwise owned by Requester, a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, transferrable, non-exclusive license to do the following (the **"Software License"**):
 - 2.1.1. use such Software for Requester's business purposes. Except if use of Software is expressly limited to identified computer terminals (in which case such Software may be used only on such computer terminals on which it was first installed or for which it is licensed), if the Order limits the use of the Software to a specific number of terminals, Requester will have the right to use such Software on any computer terminals in its discretion provided it does not use it on more than the specified number of terminals at one time. Notwithstanding the foregoing, to the extent use of such Software is so limited, in the event of malfunctioning or replacement of one or more of the originally identified computer terminals, Requester may transfer the Software to another computer terminal. In each such event, Requester will provide Supplier with notice of such transfer. In the event that the Order provides for a fixed number of Authorized Users of the Software License, the Software must not be used at any point in time by more than the number of Authorized Users specified in the Order;
 - 2.1.2. make copies of the Software for backup, archival, and disaster recovery purposes and use such copies for those purposes. To the extent Supplier's proprietary or copyright notice has been provided to Requester by Supplier in writing, Requester will reproduce and include such notice on such copies of the Software. If such proprietary notice appears in machine-readable form, Requester will make reasonable efforts to reproduce such notice in such form;
 - 2.1.3. merge or interface any machine readable form of the Software licensed hereunder with any other software to form an enhanced, improved, updated or otherwise modified software program (each such modified software program, a **"Requester Enhancement"**). Supplier will have no rights to any Requester Enhancement, including without limitation the rights to use or receive any such Requester Enhancement. However, all Software included in any such Requester Enhancement will remain subject to the terms and conditions hereof; and
 - 2.1.4. use and modify the Software to generate, develop or compose software programs which do not include or

contain any part of the Software licensed hereunder (each, a "**Generated Program**"), and to use, copy, modify, perform, transmit, access, sell, license, distribute and otherwise exploit such Generated Programs and to license others to do any of the foregoing. Requester will own all such Generated Programs and will have no liability or obligation to Supplier relative to the composition, use, sale or other disposition of such Generated Programs.

2.2. **SaaS License.** If Supplier is delivering SaaS under an Order, Supplier hereby grants to Requester and its Affiliates a worldwide, fully paid-up, royalty-free, non-exclusive license to use and access the SaaS during the term set forth in the applicable Order ("**SaaS License**").

2.3. **License Use Limitations and Restrictions.**

2.3.1. License Use Limitations. Any License granted hereunder 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.

2.3.2. 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 hereunder. 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 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.

5. **MAINTENANCE SUPPORT SERVICES.**

5.1. **Software Maintenance Support.** If the Software purchase price set forth in the Order includes (or Requester has purchased separately) Software maintenance support services, Supplier will, at a minimum, provide to Requester (at no additional cost) the following: (A) all additions, upgrades or modifications to such Software; (B) off-site telephone support, in the form of consultations, assistance and advice on the use and maintenance of such Software, all of which will be provided to Requester promptly after each of Requester's requests (but in no event later than as set forth in the applicable service levels, if any); and (C) to the extent such problems in the Software are not corrected promptly

through off-site telephone support, Supplier will provide on-site service on a date(s) mutually agreed to by Requester and Supplier.

5.2. **SaaS Maintenance Support.** If Supplier is delivering SaaS under an Order, during the term of the Order and at no additional cost to Requester, Supplier will provide the maintenance support services set forth in the Order. Such maintenance support services will, at a minimum, include general maintenance of the SaaS and the application of updates (e.g., a hotfix, patch, security update, or minor version update) and upgrades (e.g., a major version upgrade). Supplier will provide Requester with at least ten (10) business days' advanced notice of any upgrade or non-security related update that is likely to affect availability of the SaaS. Supplier will use best efforts consistent with standards generally observed in the industry for similar software as a service to minimize disruption to Requester's or its Affiliates' use of the SaaS, which will include, without limitation, where feasible, performing maintenance of the SaaS outside of Requester's normal business hours.

6. **REPRESENTATIONS AND WARRANTIES OF SUPPLIER.** Supplier represents and warrants to Requester that Software, or as applicable, SaaS will: (A) conform to the Order, including without limitation the performance standards, specifications and descriptions set forth therein (including any service levels set forth in the Order); (B) conform to the descriptive literature or catalogs provided to Requester in connection with Software, or as applicable, the SaaS, and to any other performance capabilities, characteristics, specifications, functions and other descriptions and standards pertaining to Software, or as applicable, the SaaS represented in any manner by Supplier; and (C) conform to the standards generally observed in the industry for similar software or, as applicable, software as a service.

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.** Supplier represents and warrants that any and all of its activities under this Schedule F, including without limitation the collection, storage, and transfer of HBS, shall be in compliance with all Applicable Laws. Supplier will maintain a tracking and inventory management system for HBS that (a) is auditable, (b) is appropriately configured, scaled and resourced for Supplier's activities governed by this Schedule F, (c)

provides accurate and complete reports and unique labels for HBS consistent with industry standards, and (d) documents the final disposition of each HBS, whether it be exhaustion, sharing or disposal. Supplier will maintain a documented system for handling of HBS and related data that complies with Data Protection Laws, including retention periods. Upon Requester's reasonable request, Supplier will provide evidence of its compliance with this section with respect to one or more Orders with that Requester.

- 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, which agreement is valid and in full force and effect during the term of the applicable Order (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. Where consent or authorization is required by Applicable Laws, Supplier will provide any consent or authorization 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 these Supplier T&Cs as Exhibit B.

- 3.7. **ISO Certification.** Supplier will comply with the general requirements for biobanking set forth in ISO 20837:2018.
- 3.8. **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 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 is 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 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.

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. SUPPLIER OBLIGATIONS.

- 2.1. **Compliance with Applicable Laws.** Supplier represents and warrants to Science Exchange and Requester that all Non-Human Biological Material which it supplies to Requester pursuant to an Order has been collected, prepared, stored, transferred, and utilized by Supplier in accordance 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. **Right to Transfer.** Supplier represents and warrants that it has full right and title to transfer the Non-Human Biological Material from Supplier to Requester without any restriction beyond Applicable Laws for the purposes foreseen in the applicable Order, including without limitation, all research use and the ability for Requester to share such Non-Human Biological Material with its Affiliates and collaborators without the need for additional payment, authorisation or approval.
- 2.3. **Provenance.** Upon Requester's request, Supplier will provide to Requester records relating to provenance of the Non-Human Biological Material and shall provide reasonable assistance to Requester to procure such records throughout the term of the applicable Order and for a period of seven (7) years following expiry or termination or such Order.
- 2.4. 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.

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 Model"** means a representation of a function, logic, or knowledge in an AI System that processes input data to generate output data. Examples of AI Models include knowledge graphs, decision trees, neural networks, and deep learning networks.
- 1.2. **"Algorithm"** means an explicit procedure, typically implemented in a programming language, used to generate or train an AI model.
- 1.3. **"Bias"** means inclination or prejudice for or against one person or a group in a way considered to be unfair, and / or discriminatory, i.e., systematic difference in treatment of certain objects, people or groups in comparison to others that is unfair and / or unlawful under Applicable Laws, including, but not limited to that based upon ethical or national origin, religion, gender, age, disability or sexual orientation.
- 1.4. **"Cybersecurity Requirements"** means (i) all applicable laws, regulations, codes, and sanctions, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive [(EU) 2016/1148], Commission Implementing Regulation [(EU) 2018/15], and the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time and (ii) one or both of ISO 27001 and System and Organization Controls (SOC) 2, Type II.
- 1.5. **"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.
- 1.6. **"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.
- 1.7. **"Intended Purpose"** means to provide Supplier Services as detailed in the applicable Order.
- 1.8. **"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 Models, such as generative adversarial models that produce new images, videos, sounds, or text.
- 1.9. **"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.
- 1.10. **"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).
- 1.11. **"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 Model 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. QUALITY AND TRANSPARENCY.

- 2.1. **Compliance.** Supplier will ensure that the AI System is tested, trained, deployed, and maintained, and will ensure that each AI System will perform, in compliance with Applicable Laws and the Cybersecurity Requirements.
- 2.2. **Intended Purpose.** Supplier will ensure that each AI System will be suitable for the Intended Purpose.
- 2.3. **Governance and Management of Input Data.** Supplier will implement appropriate data governance and management practices in relation to the Input Data used in connection with any AI Systems in accordance with Applicable Laws and good industry practice. Supplier will: (a) assess and document the quality of Input Data before using it (including to ensure that the Input Data is relevant and representative, taking into account the Intended Purpose and the Input Data is reliable, up-to-date and accurate and does not contain Bias); and (ii) correct any poor quality Input Data to ensure that it is relevant, representative, reliable, up-to-date, accurate and non-Biased and then update and retrain the AI System accordingly.
- 2.4. **Accuracy and Robustness.** Supplier will ensure that each AI System has been designed and developed in such a way that it achieves a high level of accuracy and robustness with respect to its performance, and is resilient with regard to errors, faults or inconsistencies that may occur within the environment or system in which the AI System operates, including as a result of interactions with other systems and individuals. Supplier will ensure that the AI System continues to perform in such a way throughout the term of the Agreement or relevant SOW and will be protected against attempts by unauthorised third parties to access or exploit the AI System's vulnerabilities.
- 2.5. **Transparency of the AI System.** Supplier will ensure that each AI System is designed, developed and operated in such a way to at all times ensure Explainability, Procedural Transparency and Technical Transparency.
 - 2.5.1. Supplier will, at Requester's reasonable request, provide prompt cooperation with and assistance to Requester in relation to any AI-related transparency obligations, AI impact assessments, or other AI-related regulatory obligations that may be required of Requester by Applicable Laws as a recipient of the Deliverables and/or Supplier Services.
 - 2.5.2. Such assistance may include (but is not limited to) explaining how the AI System arrived at the Output Data and/or providing the necessary information to assist Requester with responding to inquiries from any regulatory authority or other third party with respect to the use of the AI System in the performing the activities under any provision of Supplier Services and any Deliverables.
 - 2.5.3. Supplier is obligated to grant, and hereby does grant, to Requester the right to use, share and disclose the information 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.
 - 2.5.4. Upon request by Requester or Science Exchange, Supplier will provide copies of its third-party certifications and audits in respect of the AI Systems which may include ISO/IEC 42001:2023.
- 2.6. **No Proceedings.** Supplier represents and warrants that there has been no complaint, claim, proceeding, litigation, governmental inquiry or investigation, alleging that, or questioning whether, any AI System used in connection with the performance of the Supplier Services (including any datasets in the development, training, improvement or testing thereof) was biased, untrustworthy or manipulated in an unethical or unscientific way and no report, finding, or impact assessment of any internal or external auditor or other third party that makes any such allegation.

3. AI SYSTEM MANAGEMENT.

- 3.1. **General.** Supplier will manage and maintain each AI System in accordance with the terms set out in this Schedule throughout the term of the applicable Order.
- 3.2. **Correcting and Reporting Non-Conformities.** If, at any point, Supplier considers or have reason to consider that the AI System is not in conformity with this Schedule, or Supplier identifies a security or safety risk as a result of Supplier's use of the AI System, Supplier shall promptly (and at its own cost) take the necessary corrective actions to bring the AI System into conformity and avoid any future non-compliance with this Schedule (which may include the implementation of additional workarounds or safeguards in the operation of the AI System, such as heightened monitoring and human oversight), and shall promptly inform Requester in writing accordingly.
- 3.3. **Risk Management.** Supplier will ensure that an up-to-date risk management strategy that is appropriate for the nature of the AI System has been developed, implemented and documented and continues to be maintained during the term of the relevant Order.
 - 3.3.1. Supplier must identify the main risks that may occur when Supplier uses the AI System in the provision of Supplier Services and identify, implement and adopt appropriate risk mitigation measures. All risk mitigation measures must be documented and tested by Supplier to verify that they are effective in light of the Intended Purpose.
 - 3.3.2. Except as disclosed in writing by Supplier to Requester prior to the execution of the applicable Order, Supplier has not (and no Supplier's Affiliates or subcontractors or third party providers involved in the provision or use of the AI Systems have) been involved in any litigation, investigation, enforcement action or claim related to any AI Systems used in the provision of Supplier Services or Deliverables.
- 3.4. **Human Oversight.** Supplier will ensure that the AI System is designed and developed in such a way, including with appropriate human-machine interface tools and measures embedded in the AI System, so that it can be effectively overseen by natural persons. In addition, Supplier will put in place and maintain appropriate policies, procedures, and controls to ensure appropriate management oversight and approval of employees' use or implementation of each AI System.
- 3.5. **Records.** Supplier will produce and maintain detailed and accurate written records of its use of the AI System in connection with the performance of Supplier Services, including records detailing: (i) the AI System used (and the purposes for which it was used); (ii) the results of any relevant impact or risk assessment relating to the use of the AI System; (iii) all inputs (including prompts) to the relevant AI System (to the extent possible); (iv) the original output of the AI System; and (v) all modifications made to the output of the AI System. Supplier will promptly provide such records to Requester upon request.

4. INTELLECTUAL PROPERTY.

- 4.1. **Right to Use AI System Elements.** Supplier has (and will procure that all its Affiliates and approved subcontractors have) all necessary licences, permits, consents and approvals to employ or use each AI System, including, without limitation, all rights or necessary licences, permits, consents, or approvals to use, train, validate, or test content and data used in connection with training, development, or modification of the AI System. Supplier's use of the AI Systems will comply with all instructions of use issued by any applicable third party providers of such AI Systems.
- 4.2. **Use of Requester Data.** Supplier will be entitled to use the categories of data set out in the relevant Order, solely for the purpose of generating Output Data through the AI System to be used in the performance of Supplier Services as further described in the relevant Order. Save as set out in this Schedule or in the relevant Order, Supplier will not at any time without Requester's prior written consent, copy, reproduce or otherwise use (directly or indirectly) any Requester Content or permit or facilitate others to use Requester Content (i) to build, train, test, validate, update or otherwise develop any AI System, AI Model or Algorithm); (ii) to generate any content through any AI System, or (iii) as inputs into any AI System AI Model or Algorithm.
- 4.3. **No Reference to Requester.** In addition and except as necessary to perform Services set forth in an SOW, Supplier will not (and will procure that none of its Affiliates or subcontractors will) input any reference to Requester (including any term which would identify Requester or any of its Affiliates into any AI System, AI Model or Algorithm).

- 4.4. **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 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.
- 4.5. **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.
- 4.6. **Material Breach.** Breach of the terms of this Article 4 of this Schedule H will constitute a material breach of Supplier T&Cs and will entitle Requester to terminate the applicable Order.

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.
- 1.2. **"Institution"** has the meaning set forth in Section 4.1 below.

2. **PERFORMANCE OF THE CONSULTING SERVICES.**

- 2.1. **Standards.** Supplier will perform Consulting Services in a thorough, timely and professional manner, consistent with prevailing scientific, professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform the Consulting Services, in accordance with the applicable Order and in compliance with all Applicable Laws and the Standard of Performance. Upon request, Supplier will subject itself to a full audit and inspection by Science Exchange and/or Requester to ensure adherence to relevant Applicable Laws as it pertains to the Supplier Services being offered via the Platform. Supplier represents and warrants that (A) it has computer systems, equipment, data and record management, and physical security measures in place that are compliant with Applicable Laws and prevailing industry practices to perform the Consulting Services outlined in the applicable Order; (B) it has the right and authority to perform the Consulting Services contemplated under the Agreement, including with respect to any third party technology or data used to perform such Consulting Services; and (C) the performance of its obligations hereunder do not violate any third party rights.
- 2.2. **Restrictions.** Supplier represents and warrants that the Consulting Services do not involve (A) Human Substances (as defined in Schedule A), (B) physical transfer of any Materials not including digital transfer of documents or other data, (C) use of animals, or (D) use of any specialized equipment or facilities. Supplier further represents and warrants that the Consulting Services are not subject to any Good Laboratory Practices, Good Clinical Practices, or Good Manufacturing Practices.
- 2.3. **Evidence.** Upon reasonable request by a Requester, Supplier will provide Requester with evidence showing Supplier's compliance with this Schedule I, Article 2 with respect to any Order between Supplier and Requester.

3. **INTELLECTUAL PROPERTY.**

- 3.1. **Background IP.** The Agreement does not transfer ownership or title of any Background IP.
- 3.2. **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 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.
- 3.3. **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.

- 3.4. **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 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.

4. GENERAL.

- 4.1. **Relationship of Supplier to Institution.** Supplier is an employee of or is affiliated with the institution named on the applicable Quote (the "**Institution**"), and as such may be subject to certain agreements with or policies of Institution, including policies concerning consulting, conflicts of interest and intellectual property. Supplier represents that, prior to the effective date of the applicable Quote, Supplier has (A) disclosed to Institution the consulting arrangement proposed in the applicable Quote and requested Institution approve such arrangement, (B) provided Institution with a copy of the applicable Quote and these Supplier T&Cs for Institution's review and, if required, approval and (C) delivered to Requester all approvals, disapprovals, comments or other feedback obtained from Institution in connection with the activities under clauses (A) and (B) of this Section 4.1. All Consulting Services will be conducted wholly on Supplier's own time separate from time Consultant has committed to any third party and without use of Institution's or any other third-party's space, materials, facilities, staff, equipment or other resources.
- 4.2. **Travel and Expenses.** If applicable and to the extent set forth on the Order, Supplier's reasonable expenses, including meals, travel and lodging expenses, incurred by Supplier in the course of providing the Consulting Services are included in the Order Fees that Science Exchange will collect from Requester and remit to Supplier.
- 4.2.1. In the event Requester requires Supplier to comply with certain policies related to reimbursement of travel, lodging, transportation, entertainment or other expenses, Requester will provide such policies in writing to Supplier before accepting a Quote for Consulting Services. Supplier will comply with such Requester policies provided in writing to Supplier.
- 4.2.2. Costs of any accommodations for a spouse or guest of Supplier performing Consulting Services will not be paid.
- 4.2.3. All airfare expenses incurred by Supplier in connection with the Consulting Services require Requester's prior written approval.

EXHIBIT A
Form of Quote



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

EXHIBIT B
DATA PROCESSING ADDENDUM

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

1. **THIRD-PARTY BENEFICIARY.** With regard to any Order with a specific Requester, such Requester has the right to enforce any of the provisions of this DPA against 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.
4. **PROCESSING TERMS FOR COVERED PERSONAL DATA.**
 - 4.1. **Documented Instructions.** Supplier (and Requester, if applicable) shall only 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. If Requester Processes Covered Personal Data on behalf of Supplier, such Requester will first obtain Supplier’s written approval before engaging any Subprocessors.

- 4.3. 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 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.
- 10. REQUESTER’S OBLIGATIONS.** Requester represents and warrants that: (i) it has complied and will comply with Data Protection Laws; (ii) it has caused data subjects whose Personal Data will be Processed in connection with the applicable Order to be provided 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.

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

1. **Supplemental Terms.** The parties and Requester agree that: (i) a new Clause 1(e) is added to 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 Requester Agreement.

Contact person's name, position, and contact details:

As set forth in the Notices section of the Requester 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: 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 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 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.

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 processed. Data 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.

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.

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.

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

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.

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.

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.