

## Science Exchange Terms of Use

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Preamble.

Welcome to Science Exchange, the website and online service of Science Exchange, Inc., a Delaware corporation with an address at 2261 Market Street #4759, San Francisco, CA 94114 (“**Science Exchange**”). These Science Exchange Terms of Use (the “**Terms**”) govern the use of Science Exchange’s website, Science Exchange’s proprietary platform-as-a-service accessible through <https://www.scienceexchange.com> (the “**Platform**”) and any other products, services or applications owned, controlled, or offered by Science Exchange (collectively, the “**Services**”). These Terms apply to all visitors, users, and others who access any or all of the Services, as individuals to the extent the Service is accessed in their individual capacity, or the organization that they represent to the extent the Service is accessed on behalf of the organization (hereinafter “**User**” or “**Users**”) and form a binding agreement between Science Exchange and User. Science Exchange and User may individually be referred to as a “**Party**” or collectively as the “**Parties**”. Please review these Terms carefully.

With respect to Science Exchange’s website, these Terms are effective as of the date User first accesses the Service. With respect to the Platform, these Terms are effective as of the effective date listed on the Signature Form or the date User first accesses the Platform, whichever is earlier (the “**Effective Date**”). If User does not agree to these Terms, User is not authorized to access or use any of the Services, including the Platform.

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## 1. Definitions.

**“Affiliate”** means any corporation or other business entity controlled by, controlling, or under common control with, an entity such as Requester, Science Exchange or Supplier. For this purpose, “control” means direct or indirect beneficial ownership of more than fifty percent (50%) of the voting interest in such corporation or other business entity, or otherwise having the power to govern the financial and the operational policies or to appoint the management of an organization.

**“Aggregate Dataset”** has the meaning set forth in [Section 5.4](#).

**“Agreement”** means these Terms, the Signature Form, all Orders and, unless the Supplier Services are governed by a Direct Relationship, the Science Exchange Agreement. If the Supplier Services are governed by a Direct Relationship, then “Agreement” means these Terms, the Signature Form and all Orders.

**“Applicable Laws”** means all statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common law, judgments, decrees, regulatory agency guidance, other requirements, or rule of law of any federal, state, local or foreign government, or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction, that govern a Party’s activities pursuant to the Agreement. Applicable Laws include without limitation the Bribery Act 2010 of the United Kingdom (Bribery Act), the Foreign Corrupt Practices Act 1977 of the United States of America (FCPA), OECD Anti-Bribery Convention; E.U. Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector, United States Department of Labor Occupational Safety & Health Administration

(OSHA) regulations, and all U.S. federal, state, local and foreign laws regarding privacy and data security, including without limitation General Data Protection Regulation (GDPR) and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; and California Consumer Privacy Act (CCPA), (in each case, as amended, adopted, or superseded from time to time). For the purposes of the definition, applicable privacy and data security laws, rules, and regulations include, but are not limited to, any applicable law related to the transmission, processing, communication or storage of personal data or personal information.

**“Approved Invoice”** means an invoice issued by Supplier and approved in writing by Science Exchange.

**“Background IP”** means all Intellectual Property Rights owned or controlled by, or licensed to, a Party prior to the Effective Date or independently from the Agreement and any Order, including any improvements, enhancements and modifications to, or new uses of, any of the foregoing, even if resulting from the Supplier Services, so long as (A) in the case of Requester Background IP, they do not rely on, incorporate or encompass Supplier Materials or Confidential Information of Supplier or Science Exchange, (B) in the case of Supplier Background IP, they do not rely on, incorporate or encompass Requester Materials or Confidential Information of a Requester or Science Exchange, and (C) in the case of Science Exchange Background IP, they do not rely on, incorporate or encompass Materials or Confidential Information of Supplier or Requester.

**“Blocked Entity”** has the meaning set forth in Section 11.4.

**“Brand Elements”** means the corporate name, trade names, trademarks, service marks, logos, domain names, indications of origin, trade dress, and other distinctive or proprietary descriptions of Supplier’s products and/or services.

**“Confidential Information”** has the meaning set forth in [Section 6.1](#).

**“Covered Entity”** means any one or more of HCP, HCI, Payor, Purchaser, Healthcare Industry Professional Societies and Trade Association, and entities owned or operated by one or more HCP, HCI, Payor, Purchaser, or Healthcare Industry Professional Societies or Trade Association. Additionally, the capitalized terms used in the above definition are defined as follows:

**“Healthcare Industry Professional Societies and Trade Association”**

means a non-profit or tax exempt healthcare industry organization seeking to further a particular profession, the interests of individuals engaged in that profession, or the public interest (examples of such include without limitation the American Society of Hematology, the North American Society for Dialysis and Transplantation, the American Society of Hypertension, the American Cancer Society and the American Society of Clinical Oncology).

**“HCI”** means a facility that provides health maintenance, or treats illness and injury and can include without limitation any hospital, convalescent hospital, dialysis center, health clinic, nursing home, extended care facility, or other institution devoted to the care of sick, infirm, or aged persons, and is in a position to purchase or influence a purchasing decision for any human therapeutic product marketed, distributed, or sold or any service related thereto provided by or on behalf of User (each a **“Therapeutic Product”**).

**“Healthcare Professional”** or **“HCP”** means any person licensed to prescribe pharmaceutical products, as well as anyone working for a person

licensed to prescribe a Therapeutic Product and in a position to influence a purchasing decision, including without limitation physicians and other providers (e.g., nurses, pharmacists), dialysis providers, other office personnel.

**“Payor”** means an organization, including without limitation its directors, officers, employees, contractors and agents, whether private or governmental (e.g., Centers for Medicare and Medicaid Services, Veterans Administration), that provides medical and/or pharmacy plans for covering and reimbursing patients and/or Healthcare Professionals from medical expenses incurred including without limitation managed care organizations, pharmacy benefit managers, health maintenance organizations, other healthcare coverage providers, and any similar such organization.

**“Purchaser”** means individuals or entities, including without limitation wholesalers, pharmacies, and group purchasing organizations, that purchase a Therapeutic Product to sell to members of the healthcare community or that are authorized to act as a purchasing agent for a group of individuals or entities who furnish healthcare services.

**“Disclosing Party”** has the meaning set forth in [Section 6.1](#).

**“Deliverables”** mean any Product (as defined in the Science Exchange Agreement), Work Product or other tangible materials or information agreed upon in the applicable Order to be delivered to Requester by Supplier in accordance with a Quote and the Science Exchange Agreement (or the applicable Direct Relationship). Deliverables exclude Supplier Materials.

**“Direct Agreement”** means a separate written agreement between a Requester and a Supplier that governs Supplier’s provision of, and Requester’s receipt of, the Supplier Services. For clarity, Science Exchange is not a party to any

Direct Agreement. Orders governed by a Direct Agreement are Direct Relationship Orders.

**“Direct Payment”** means the Platform functionality which allows a Requester to pay Order Fees directly to the Supplier rather than to Science Exchange. Direct Payment functionality must be specifically enabled on the Platform before a Requester pays Order Fees directly to the Supplier.

**“Direct Relationship”** has the meaning set forth in Section 3.10.

**“Effective Date”** has the meaning set forth in the preamble.

**“EMA”** means the European Medicines Agency or any successor agency.

**“FDA”** means the U.S. Food and Drug Administration or any successor agency.

**“Feedback”** means any suggestion or idea, provided by User to Science Exchange in written, verbal or any other format, for improving or otherwise modifying any Service.

**“Government Official”** means any official or employee of a government, whether in the executive, legislative or judicial branch of government, and whether at the national, state, or local level, including any political party, administrative agency such as the FDA, or government-owned business; officials of public international organizations, such as the UN or EMA; any person acting in an official capacity on behalf of a government entity; employees or agents of a business which is owned or controlled by a government; any person or firm employed by or acting for or on behalf of any government; any political party official, employee or agent of a political party, or candidate for political office (or political party position); and any family member or other representative of any of the above.

**“Intellectual Property Rights”** means all (A) patents, patent disclosures and inventions (whether patentable or not), (B) trademarks, service marks, trade dress,

trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (C) copyrights and copyrightable works (including computer programs), and rights in data and databases, (D) trade secrets, know-how and other confidential information, and (E) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Materials**” mean samples, compounds, research models or any other tangible items provided by or on behalf of a Requester to the Supplier (referred to herein as “**Requester Materials**”) and provided by or on behalf of Supplier to Requester that are not Deliverables (“**Supplier Materials**”), in order to perform the Supplier Services.

“**Order**” means a Quote for Supplier Services that becomes effective (A) when agreed by both the Supplier and a Requester via the Platform and (B) upon the issuance of a Requester purchase order to Science Exchange that references the applicable Quote or, if applicable, upon Requester’s indication on the Platform that such Quote is approved for payment via an existing blanket purchase order.

“**Order Fees**” means the fees payable by Requester and owed to Supplier as compensation for Supplier’s provision of the Supplier Services pursuant to an Order.

“**Order Initiation Fee(s)**” means advance payments agreed to by Requester that Supplier requires in order to procure animals or other items in furtherance of the Supplier Services.

“**Party**” has the meaning set forth in the preamble.

“**Performance Metrics**” means any transactional, usage and performance data related to User’s utilization of the Services, in an aggregated form, based on

information reflecting how User uses the Services. For clarity, Performance Metrics includes Aggregate Datasets.

**“Platform”** has the meaning set forth in the preamble. For clarity, the Platform is a Service.

**“Platform Fees”** means the fees, if any, that User pays to Science Exchange in exchange for access to and use of the Platform in accordance with the Agreement.

**“PO Terms”** has the meaning set forth in Section 3.10.

**“Product Fees”** means all fees that User pays to Science Exchange in exchange for access to and use of Science Exchange products. For clarity, Product Fees include Platform Fees.

**“Quote”** means Supplier’s written, itemized, descriptive list of Supplier Services to be provided to Requester and their associated fees therefor. Quotes are provided via the Platform.

**“Receiving Party”** has the meaning set forth in [Section 6.1](#).

**“Representative”** means any agent, subcontractor, consultant or any other third party fulfilling a User’s or Science Exchange’s obligations under the Agreement.

**“Request”** means a request for a Quote for Supplier Services. Requests are submitted via the Platform.

**“Requester”** means the company or other organization, including its employees, directors and officers, ordering Supplier Services via the Platform.

**“Requester Agreement”** means the binding written agreement between Requester and Science Exchange granting Requester access to the Platform.

**“Requester T&Cs”** means the Requester Terms and Conditions available at <https://www.scienceexchange.com/requester-agreement>.

**“Science Exchange”** has the meaning set forth in the preamble.

**“Science Exchange Agreement”** has the meaning set forth in Section 3.10.

**“Services”** has the meaning set forth in the preamble. For clarity, the Platform is a Service.

**“Signature Form”** means the separate written document signed by User and Science Exchange that (A) sets forth any more specific terms between User and Science Exchange and (B) references these Terms and the terms governing the Supplier Services (either a Direct Agreement or the Science Exchange Agreement, as applicable).

**“Supplier”** means the company or other organization, including its employees, directors and officers, providing Supplier Services via the Platform.

**“Supplier Services”** means the scientific goods or services being offered and performed by Supplier that Requester orders via the Platform and that are explicitly stated in an Order. The term “Supplier Services” includes Deliverables.

**“Supplier T&Cs”** means the Supplier Terms and Conditions available at <https://www.scienceexchange.com/supplier-agreement>.

**“Term”** has the meaning set forth in [Section 7.1](#).

**“Terms”** has the meaning set forth in the preamble.

**“User”** has the meaning set forth in the preamble. Users include Requesters and Suppliers.

**“User Data”** means any content posted, uploaded, submitted or stored by User or on behalf of User on any Service including without limitation the Platform. User Data includes Requests, Quotes and Orders. For clarity, User Data excludes Performance Metrics.

**“Work Product”** means all (A) documents, information, work product, materials, data and results that are (i) delivered to Requester (or its designee) as a

result of Supplier Services performed pursuant to Schedule A of the Supplier T&Cs or (ii) prepared by or on behalf of Supplier in the course of performing Supplier Services pursuant to Schedule A of the Supplier T&Cs, (B) improvements, modifications and enhancements to, and/or new uses of, Requester Materials and/or Requester Confidential Information, and (C) all new Intellectual Property Rights resulting from Supplier Services performed pursuant to Schedule A of the Supplier T&Cs that are not Supplier Background IP or Science Exchange Background IP. Work Product excludes Products as defined in the Supplier T&Cs.

## 2. Overview and Updates.

### 2.1 Overview of the Services.

By accessing or using any Service, whether or not User registers to use such Service, User (and the institution User represents, if applicable), agree to be bound by these Terms and to the collection, use and disclosure of personal information relating to User as set forth in our [Privacy Policy](#) and pursuant to the Data Processing Addendum attached hereto as Exhibit A. User acknowledges that Science Exchange's website may utilize cookies as set forth in our [Cookie Policy](#) and that User may be entitled to exercise its rights to request data in accordance with our [Data Request Policy](#). User may use the Service only in compliance with these Terms and Applicable Laws. Any use or access of the Service by anyone under 18 is strictly prohibited and in violation of these Terms. If User and Science Exchange have entered into a separate agreement, such separate agreement will supplant these Terms in all applicable areas, as between Science Exchange and such User. For the avoidance of doubt, Articles 3, 5, 6, 8, and 11 - 14 will apply to all Users.

## 2.2 Updates to the Terms.

Science Exchange may, in its sole discretion, modify or update these Terms from time to time, and so User should review this page periodically. When Science Exchange changes these Terms, it will update the 'last modified' date at the top of this page. Furthermore, Science Exchange will provide User with thirty (30) days' advance notice of changes to the Requester T&Cs and Supplier T&Cs, which notification will be made by email to the legal notice email listed on the Signature Form. If there are material changes to these Terms, Science Exchange will notify User either by prominently posting a notice of such changes or by directly sending User a notification explaining the material changes. Notwithstanding the foregoing, User's continued use of the Service after any such change constitutes its acceptance of the updated Terms. If User does not agree to these Terms, User will not use or access (or continue to use or access) any Service.

## 3. Use of Platform and Other Services.

### 3.1. Platform Overview.

Science Exchange makes the Platform available as an online venue where Requesters and Suppliers identify each other and work together to define, manage, complete and pay for scientific research and development goods and services including experiments, studies, consumables, equipment, software, and software-as-a-service. For clarity, Requesters and Suppliers are both Users. The Platform contains features that enable Requesters and Suppliers to do, among other things, the following:

- Requesters: Requesters may create profiles, order experiments and other research-related goods and services by submitting Requests, manage Orders, and

rate Suppliers. Requesters pay Suppliers via Science Exchange (as described in [Article 4](#) of these Terms).

- Suppliers: Suppliers may [apply for a Science Exchange storefront](#). If accepted, they may advertise capabilities, reply to Requests with Quotes, submit Quotes to Requesters for Orders, manage Orders, and get rated by Requesters. Suppliers receive payment via Science Exchange (as described in [Article 4](#) of these Terms).

The Platform offers certain customization options such as tailored workflows and custom fields as well as the Developer Portal, which enables User to build custom integrations between the Platform and User's business systems using self-service APIs and Webhooks. Science Exchange will provide User with initial training on such options and with ongoing support in accordance with Section 3.8 herein, but User is solely responsible for the implementation, maintenance and content of such customization options and any custom integrations User builds through the Developer Portal. Science Exchange may make available to User a large file transfer service, and User will comply with the instructions provided by Science Exchange with respect to utilization of such large file transfer service. User is responsible for any errors caused by User's failure to follow such instructions.

Users may also purchase products to supplement and enhance their use of the Platform. These Terms as well as product-specific terms in the product order form govern User's use of such products.

### 3.2. Platform Access.

In order to access the Platform, User must complete a Signature Form. The Signature Form includes billing and payment terms, the applicable Product Fees and subscription term, and other information specific to the relationship between Science Exchange and User. Upon successful completion of the Signature Form,

Science Exchange will grant User access to the Platform. To request a Signature Form, please email [support@scienceexchange.com](mailto:support@scienceexchange.com).

### 3.3. Platform Availability.

Science Exchange will use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for: (A) scheduled maintenance of which Science Exchange provides reasonable advance electronic notices via the Platform and unscheduled maintenance; and (B) any unavailability due to force majeure events or other circumstances beyond Science Exchange's reasonable control, including acts or omissions of a relevant Supplier or Requester.

### 3.4. Platform Accounts.

*General.* User's Science Exchange account gives User access to the Platform. User's account is not transferable, and User may never use another User's account without express written consent of Science Exchange and all affected Users. When creating User's account, User must provide complete and accurate billing/payment and contact information to Science Exchange and promptly notify Science Exchange in writing of any changes to such information. User is solely responsible for any and all liabilities related to failing to provide accurate billing/payment information. User is solely responsible for the activity that occurs on its account, including any updates to billing/payment information, and it must keep its account password secure. User must notify Science Exchange immediately of any breach of security or unauthorized use of User's account. Science Exchange will not be liable for any losses caused by any unauthorized use of User's account.

*Account Settings; Use of E-mail Address.* User may control its User profile and how User interacts with the Service by changing the settings in the Account Settings page of the Platform. By providing Science Exchange User's email address, User

consents to Science Exchange using the email address to send User any information deemed necessary by Science Exchange, including any notices required by law, in lieu of communication by postal mail.

*Visibility.* Names and contact information entered into the Platform by a User are visible by other Users as part of the collaboration functionality as follows: a Requester end-user may add a collaborator to an Order and/or Request, and as part of the collaborator search process, such Requester end-user will be able to view names and contact information of potential Supplier collaborators and all individuals within Requester end-user's organization; all collaborators added to an Order and/or Request will be able to view the Order and/or Request as well as names and contact information of Requester end-users and all collaborators listed on the Order and/or Request. All information listed on a Supplier's storefront, including team members and their contact information, is visible by all Users.

### 3.5. Changes, Termination and Suspension.

Unless otherwise agreed in a written agreement between Science Exchange and User, Science Exchange may, without prior notice, change the Platform; stop providing the Platform or features of the Platform, to User or to Users generally; or create usage limits for the Platform. Science Exchange may permanently or temporarily terminate or suspend User's access to the Platform if, in Science Exchange's reasonable determination, User has violated any provision of these Terms. Upon termination or suspension of User's access pursuant to the preceding sentence, User continues to be bound by these Terms. Science Exchange will inform User in writing of the rationale for any such termination or suspension and will provide User with a reasonable opportunity to correct all violations and regain access

to the Platform. Any of these Terms which by their nature should survive termination of the Agreement, will do so.

### 3.6. Restrictions on Use of Platform and Other Services.

User will not, and will not knowingly permit any third party to, (A) use the Platform to find a Supplier or a Requester and then order or provide scientific goods or services outside of the Platform; (B) use any robot, spider, scraper or other automated means to access the Platform for any purpose without Science Exchange's express written permission; (C) take any action that imposes or may impose (in Science Exchange's sole discretion) an unreasonable or disproportionately large load on Science Exchange's infrastructure; (D) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than User Data) from any Service or any software code that is part of the any Service without Science Exchange's prior express written permission; (E) interfere or attempt to interfere with the proper operation of any Service or any activities conducted on any of the Services; (F) bypass any measures Science Exchange may use to prevent or restrict access to the Platform or any subparts of the Platform including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Platform or the content therein; (G) transmit spam, chain letters, or other unsolicited communications via the Platform; (H) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running any Service; (I) upload invalid data, viruses, worms, or other software agents through or to the Platform; (J) collect or harvest any personally identifiable information, including account names, from any Service; (K) access any content on the Platform through any technology or means other than those provided or authorized by the Platform; (L) impersonate another person or otherwise

misrepresent User's affiliation with a person or entity on the Platform, (M) conduct fraud via the Platform, (N) hide or attempt to hide User's identity on the Platform; (O) directly or indirectly, advertise or promote another website, product or service or solicit other Users for other websites, products or services via the Platform; (P) upload any material to any Service that infringes or misappropriates the Intellectual Property Rights of any third parties; (Q) upload to the any Service any third-party confidential information or any other material that would violate any contractual obligation of User; (R) use the Services to store or process any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (S) upload to the Platform or other Service any data which qualifies as personal health data protected under Article L.1111-8 of the French Public Health Code or (T) use any Service to transmit any material in violation of any Applicable Laws.

### 3.7. Content Moderation; Enforcement of Use Restrictions.

User may notify Science Exchange of any content on the Platform that violates Section 3.6 above by emailing [support@scienceexchange.com](mailto:support@scienceexchange.com). Science Exchange will comply with all Applicable Laws in responding to such notices and will act in a diligent, objective and proportionate manner in applying and enforcing the restrictions in Section 3.6, with due regard to the rights and legitimate interests of all parties involved.

### 3.8. Reservation of Rights.

Subject to the limited rights expressly granted hereunder, Science Exchange reserves all right, title and interest in and to the Platform and other Services (and all improvements thereto and new uses thereof), including all related Intellectual Property Rights. No rights are granted to User hereunder regarding the Platform or any other Service other than as expressly set forth in the Agreement. No rights are

granted to User hereunder regarding any Intellectual Property Rights of Science Exchange other than as expressly set forth in the Agreement.

### 3.9. Platform Support.

Science Exchange will provide commercially reasonable support to Users with respect to the Platform and Platform-related products. Users may contact Science Exchange [here](#) to receive support for using the Platform in accordance with the Agreement.

### 3.10. Order Governance.

The Platform allows for two categories of Order governance: Science Exchange Agreement and Direct Relationship. Under the Science Exchange Agreement category, Orders are subcontracted through Science Exchange and governed by the Supplier T&Cs, with respect to the Supplier's performance of Orders, and terms equivalent in substance to the Requester T&Cs, with respect to the Requester's receipt of Orders (the "**Science Exchange Agreement**"). Under the Direct Relationship category, Orders are governed by terms agreed to directly by Requester and Supplier and are not subcontracted through Science Exchange (such governance structure, the "**Direct Relationship**"). For clarity, except for Direct Payment Orders, Science Exchange still processes payment for Direct Relationship Orders.

The Direct Relationship category has two sub-categories: Direct Agreement and PO Terms. For Direct Agreement Orders, the Order is governed by an executed agreement between Requester and Supplier; Science Exchange is not a party to any Direct Agreement. For PO Terms Orders, the Order is governed by either (a) the purchase order terms and conditions that Requester attaches to the applicable Request (and that are automatically attached to Quotes and Orders resulting from

that Request) or (b) the Supplier's standard and publicly available terms and conditions, which Supplier has provided in writing to Requester at or before providing the Quote (the "**PO Terms**").

Requester must configure Order governance with each Supplier using the administrative settings on the Platform. Science Exchange will not alter such governance settings without explicit written instruction from authorized Requester personnel.

Suppliers may view Order governance with each Requester by viewing the Order governance statement on a Request or draft Quote; for clarity, the Order governance statement also appears on all Quotes and Orders. Science Exchange will inform Supplier of any changes to Order governance settings with a particular Requester by updating the governance banner displayed when Supplier views the Quote creation page for that Requester on the Platform.

Each Request, Quote, and Order will state the appropriate governance structure.

For Direct Relationship Orders, 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. The Parties acknowledge that these Terms and Science Exchange's Privacy Policy available at (<https://www.scienceexchange.com/privacy-policy>) still apply to Requester and Supplier with regard to their use of the Platform for processing of Direct Relationship Orders.

## 4. Payments.

### 4.1. Payment for Platform Access.

Requesters: Platform access is available to new and existing Requesters on a subscription pricing basis. For the avoidance of doubt, Science Exchange does not charge transaction fees, service fees, or in any way mark-up the cost of Supplier Services on orders placed through the Platform by Requesters under a subscription pricing contract; *provided that* if Requester orders Supplier Services through a Science Exchange concierge consultation on the Platform, Science Exchange may charge concierge service fees as a percentage of the Order Fees for the Order resulting from the concierge consultation.

Suppliers: Platform access is available to Suppliers at no charge. Suppliers may purchase offerings from Science Exchange to enhance their utilization of the Platform, but standard Platform access is provided at no charge for all Suppliers. For the avoidance of doubt, Science Exchange does not charge Suppliers any transaction fees, service fees, or in any way mark-up the cost of Supplier Services ordered through the Platform by Requesters under a subscription pricing contract.

### 4.2. Payment for Orders.

Except for Orders with the Direct Payment functionality enabled, Requesters must pay Science Exchange for Orders placed via the Platform, and Suppliers must receive payment from Science Exchange for Orders placed via the Platform. For each Order, Requester and Supplier are the two counterparties to a principal-based transaction. Except for Orders with the Direct Payment functionality enabled, Science Exchange acts as a payment processor (not a principal) and as Supplier's agent for the purposes of holding, receiving and disbursing funds on the Supplier's

behalf. Payment terms are set forth in the Science Exchange Agreement as well as the invoices issued to Requester and the purchase orders issued to Supplier.

For Orders governed by a Direct Relationship rather than the Science Exchange Agreement, payment and billing terms set forth in the Signature Form supersede any conflicting payment and billing terms set forth in the applicable Direct Agreement or PO Terms. Notwithstanding the foregoing, when Orders are governed by a Direct Relationship, 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 Relationship (e.g., Net 45, Net 60, etc.) rather than the terms of the Signature Form. 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 the Platform configurations.

#### 4.3. User Costs.

User is solely responsible for all costs incurred in using the Platform, including, if applicable, any third-party licenses or applications required to utilize the Platform.

#### 4.4. Science Exchange's Role.

User understands that Science Exchange is not responsible for the performance of Orders; Requesters and Suppliers bear the responsibility for performance of Orders. Science Exchange provides the Platform and processes payments for Orders (except with respect to Direct Payment Orders), but Requester bears ultimate responsibility for compensating Suppliers for Supplier Services. User does not, by transacting on the Platform, transfer risks inherent in those transactions, including risk of non-performance and risk of default, to Science Exchange.

Requesters and Suppliers may transact with each other via the Platform at their own risk, and Science Exchange does not guarantee the creditworthiness or financial stability of any Requester or Supplier.

#### 4.5. Tax Exemption Certificates.

User may provide Science Exchange with a valid and duly executed sales tax certificate of exemption. Science Exchange is not liable for any tax, interest, or penalty if User improperly claims an exemption or provides incorrect information on the certificate, provided all the following conditions are met: (a) The fully completed exemption certificate is provided to Science Exchange at the time of sale or within 90 days subsequent to the date of sale; (b) Science Exchange did not fraudulently fail to collect the tax due; and (c) Science Exchange did not solicit User to unlawfully claim an exemption.

### 5. Ownership and Treatment of Services Content.

#### 5.1 User Data.

User retains all right, title and interest in and to any and all User Data. User hereby grants Science Exchange a non-exclusive, non-transferrable, worldwide, royalty-free, limited-term license to (i) collect, use, copy, store, transmit, display, modify and create derivative works of User Data solely to the extent necessary to provide the Services to User or improve the Services and (ii) distribute User Data solely as directed or enabled by User through the Platform. User hereby grants a non-exclusive, non-transferrable, perpetual, irrevocable, royalty-free, worldwide license to process User Data as necessary or useful to create Performance Metrics. Science Exchange will not give any third party access to User Data except (A) as required in order to permit Science Exchange to comply with the Agreement and (B)

as authorized by User in writing. Science Exchange will have no responsibility or liability for the accuracy of User Data.

#### 5.2. License by User to Host User Data.

User hereby grants Science Exchange and its hosting providers a non-exclusive, non-transferrable, worldwide, royalty-free, limited-term license to host, store, transmit and display the User Data solely to the extent necessary for Science Exchange to provide the Platform services and fulfill its obligations pursuant to the Agreement.

#### 5.3. Science Exchange Content.

User agrees that each of the Services and all software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs and other content within any Service and all Intellectual Property Rights in the foregoing (collectively, the “**Science Exchange Content**”) are the exclusive property of Science Exchange and its licensors. Except as expressly provided herein, nothing in these Terms will be deemed to create a license to Science Exchange Content. Use of the Science Exchange Content for any purpose not expressly permitted by these Terms is strictly prohibited.

#### 5.4. Performance Metrics.

Science Exchange retains all right, title and interest in and to Performance Metrics and all Intellectual Property Rights therein. User acknowledges that Science Exchange may compile Performance Metrics based on User Data and use Performance Metrics for its internal business purposes to measure and enhance the functionality and operation of the Service and associated features, products and services, including to develop algorithms, models, reports and other tools of such features, products and services. User acknowledges that Science Exchange may

combine anonymized User Data with anonymized data from other Users into a new aggregate dataset *provided that* User is not identifiable in such aggregate dataset (each, an “**Aggregate Dataset**”). User acknowledges that Science Exchange may utilize and exploit Aggregate Datasets for any legal purpose, including without limitation for distribution to third parties.

#### 5.5. Feedback.

Science Exchange has not agreed to and does not agree to treat as confidential any Feedback User provides to Science Exchange, and nothing in these Terms or in the parties’ dealings arising out of or related to these Terms will restrict Science Exchange’s right to use, profit from, disclose, publish, keep secret or otherwise exploit Feedback, without compensating or crediting User. Notwithstanding [Article 6](#) (Confidentiality), Feedback will not be considered User’s Confidential Information or trade secret(s). Science Exchange is free to use Feedback irrespective of any obligation or limitation between the Parties governing Science Exchange’s use of User Data or any other data or information provided by or on behalf of User or its Representatives to Science Exchange. User hereby assigns to Science Exchange on User’s behalf, and on behalf of its/their employees, contractors and/or agents, all right, title and interest in and to any Feedback provided by User. Science Exchange is free to use for any legal purpose, without any attribution or compensation to User or any other party, any ideas, know-how, concepts, techniques or other Intellectual Property Rights contained in the Feedback. Science Exchange is not required to use any Feedback.

#### 5.6. License to User.

Subject to and conditioned on User’s payment of the Platform Fee, if any, and compliance with all other terms and conditions of the Agreement, Science Exchange

hereby grants User a limited, non-exclusive, non-transferable and revocable right to access and use the Platform, including accessing and viewing Science Exchange Content, solely as expressly permitted by the features of the Platform in accordance with the Agreement, during such term as set forth in an applicable Signature Form. Such use is limited to User's internal use and to the individuals registered as authorized users on User's Platform account. Except for the limited rights and licenses expressly granted herein, Science Exchange reserves all other rights, and no other rights are granted by implication, waiver, estoppel or otherwise.

## 6. Confidentiality.

### 6.1. Definition.

Users at their own discretion may disclose Confidential Information to Science Exchange and to other Users in relation to the Agreement. For clarity, this Article 6 applies to Confidential Information shared between Requester and Supplier in relation to a Request, Quote or Order. For purposes of these Terms, "**Confidential Information**" means any and all information that is provided or otherwise disclosed by or on behalf of a Party or its Representatives (the "**Disclosing Party**") to the other Party or its Representatives or to another User or its Representatives (the "**Receiving Party**") in connection with the Agreement, in performance of an Order, in contemplation of an Order, or via the Platform and by any means whether in writing, orally, pictorially or through other tangible materials and whether or not marked as confidential. Confidential Information includes but is not limited to know-how, intellectual property, plans, documents, financial information, formulas, designs, calculations, facilities, reports, models, agreements, methods, inventions, discoveries, research concepts, patents, technology, products, chemical compounds and compositions, molecules, precursors, concepts, ideas, plans, processes, specifications,

characteristics, techniques, and assays; clinical information such as raw data, scientific preclinical or clinical data, observations, records, databases, dosing regimens, clinical studies or protocols, posters, presentations and abstracts, product pipelines, timelines and schedules; business information such as development, marketing, sales, customer lists, suppliers, consulting relationships, performance and cost structures, pricing and commercialization plans, forecasts, proposals; and any other non-public information or other trade secrets, whether scientific, clinical or financial in nature. For clarity, all communications between a Requester and a Supplier (whether or not that Supplier has been engaged by that Requester to perform Supplier Services and whether such communications are made via the Platform or via some other method such as email, video chat, phone call or data sharing service) related to or in contemplation of a Request, Quote or Order are Confidential Information; such communications by Requester are Requester's Confidential Information, and such communications by Supplier are Supplier's Confidential Information.

## 6.2. Exclusions.

Confidential Information will not include information that Receiving Party can demonstrate through written records: (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the Receiving Party; (ii) was known by the Receiving Party prior to receiving such information from the Disclosing Party and without restriction as to use or disclosure; (iii) is rightfully acquired by the Receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without use, access or reference to any Confidential Information of the Disclosing Party.

Notwithstanding the foregoing, the following will in any event be deemed the Requester's Confidential Information: (A) the Requester Materials and all information relating to the Requester Materials, including, but not limited to, their identity, characteristics, past and potential uses, and other activities; (B) Work Product; and (C) Requester Background IP; and (D) any Requests.

Notwithstanding the foregoing, the following will be deemed the Supplier's Confidential Information: (X) the Supplier Materials and all information relating to the Supplier Materials, including, but not limited to, their identity, characteristics, past and potential uses, and other activities; (Y) Supplier Background IP and (Z) any Quotes.

Notwithstanding the foregoing, all Orders will be treated by Supplier as the Confidential Information of Requester and by Requester as the Confidential Information of Supplier. Subject to Section 5.4 herein, Science Exchange will treat Orders as Confidential Information of both the Requester and the Supplier.

### 6.3. Treatment.

Receiving Party agrees (A) to maintain all Confidential Information of the Disclosing Party in strict confidence, using at least the same standard of care that Receiving Party uses in protecting its own Confidential Information of a similar nature, which will in no event be less than a reasonable standard of care; (B) not to disclose Confidential Information of the Disclosing Party to any third parties without first obtaining the Disclosing Party's prior written consent to each such disclosure; (C) not to use Confidential Information of the Disclosing Party for any purpose except to facilitate discussions via the Platform, to perform the Supplier Services in accordance with the Order or to otherwise perform the Receiving Party's obligations under the Agreement; (D) to maintain reasonable security measures to protect the Confidential

Information of the Disclosing Party against loss, theft or destruction; and (E) to return or destroy all Confidential Information of the Disclosing Party at the Disclosing Party's direction; *provided that* the Receiving Party may retain a copy of the Disclosing Party's Confidential Information solely to monitor its ongoing obligations or enforce its rights under the Agreement and as needed to comply with Applicable Laws. A Party may disclose Confidential Information of the Disclosing Party to its Representatives who have a bona fide need to know such information in order to perform an Order or the Agreement, provided, however, that such Party has entered into agreements that are equivalent in substance to the confidentiality provisions of these Terms.

#### 6.4. Unauthorized Use or Disclosure.

Receiving Party will notify the Disclosing Party of any unauthorized transfer, disclosure, loss or use of any Confidential Information of the Disclosing Party within one (1) business day of its discovery of such transfer, disclosure, loss or use.

#### 6.5. Disclosures Required by Law.

If the Receiving Party is required or requested to disclose Confidential Information of the Disclosing Party by judicial or administrative process or as otherwise required by Applicable Laws, to the extent legally permitted and practicable, it will promptly notify the Disclosing Party and allow the Disclosing Party a reasonable amount of time and opportunity to oppose such process and/or seek a protective order. The Receiving Party will disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not Disclosing Party obtains a protective order or other similar order. Notwithstanding anything in the Agreement to the contrary, the Parties will have the right to disclose any

Confidential Information to a regulatory agency to the extent required or requested by such agency in connection with any regulatory filing, inspection or otherwise.

6.6. Duration.

The confidentiality restrictions contained herein will survive for a period of five (5) years after the expiration or termination date of the Agreement.

6.7. Irreparable Injury.

Any violation of these Terms relating to the disclosure or use of Confidential Information may result in irreparable injury and damage to the Disclosing Party not adequately compensable in money damages, and for which Disclosing Party may have no adequate remedy at law. In the case of breach or threatened breach of the disclosure and non-use terms herein, Disclosing Party will have the right to seek injunctions, orders, decrees and other equitable remedies in order to protect the Confidential Information and will be entitled to do so without having to post a bond or other security or show monetary damages.

6.8. No License.

Receiving Party acknowledges and agrees that Disclosing Party retains all proprietary rights to the Disclosing Party's Confidential Information. Nothing in these Terms will be construed to grant any rights, express or implied, by license or otherwise, in or to any Confidential Information of Disclosing Party, or any Intellectual Property Rights of Disclosing Party, except as specified in these Terms.

6.9. Relationship with Direct Agreements and PO Terms.

With respect to Direct Relationship Orders, in the event of any conflict between this [Article 6](#) of these Terms and any Direct Agreement or PO Terms with respect to Confidential Information provided or disclosed by or on behalf of (A) Supplier to Requester or its Representatives or (B) Requester to Supplier or its

Representatives, the applicable Direct Agreement or PO Terms will control. In the event of any conflict between this [Article 6](#) of these Terms and any Direct Agreement or PO Terms with respect to Confidential Information provided or disclosed by or on behalf of (X) User or its Representatives to Science Exchange or (Y) Science Exchange or its Representatives to User, this [Article 6](#) of these Terms will control.

## 7. Term and Termination.

### 7.1. Term.

The Agreement commences on the Effective Date and will end when (A) the Term set forth on the Signature Form expires or (B) when either Party gives notice of termination as provided herein, provided that either Party may terminate the Agreement earlier at any time upon thirty (30) days prior written notice to the other Party (the “**Term**”). The term of each Order will be as stated in the applicable Order.

### 7.2. Termination of the Agreement for Cause.

Either Party may terminate the Agreement if the other Party breaches any material term or condition of the Agreement and fails to cure such breach within thirty (30) days after written notice, or if the other Party becomes subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors (provided that such petition or proceeding is not dismissed within sixty (60) days of filing).

### 7.3. Termination of an Order.

The Science Exchange Agreement set forth the process for termination of an Order. For Orders governed by a Direct Relationship, Order termination occurs in accordance with the applicable Direct Agreement or PO Terms; *provided that*

Science Exchange may terminate or renegotiate an Order in the event such Order causes undue financial burden to Science Exchange.

#### 7.4. Effects of Termination.

A termination of the Agreement in accordance with Section 7.2 will also terminate any Order then in force, whereas a termination of an Order in accordance with Section 7.3 will not terminate the Agreement. If at the end of the Term, or termination of the Agreement in accordance with Section 7.1, the Supplier Services under an Order then in force are not yet completed, the Agreement will remain in full force and effect solely with respect to such Order(s) until the earlier of either the completion of such Supplier Services or the termination of such Order(s) as per Section 7.3. No refund of Product Fees will be provided in the event of termination pursuant to Section 7.1 or termination by Science Exchange pursuant to Section 7.2.

#### 8. Third Party Links.

The Services may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Science Exchange. Science Exchange does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If User accesses a third-party website from any of the Services, User does so at its own risk, and User understands that neither these Terms nor Science Exchange's Privacy Policy apply to User's use of such sites.

#### 9. Use of Name and Logo.

Unless otherwise agreed in writing by the Parties, Science Exchange may publicly identify the other Party as a Requester or Supplier, as applicable, using the

other Party's name and logo. If User does not want Science Exchange to publicly identify User as a Requester or Supplier, User will notify Science Exchange in writing in accordance with [Section 15.1](#) of these Terms.

## 10. Indemnification.

### 10.1. Mutual Indemnification.

Each Party will, at its expense, indemnify, hold harmless, and, at the Indemnified Party's option, defend 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, 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 Terms or the Signature Form by the indemnifying Party or (B) any negligence, fraud or willful misconduct of the indemnifying Party in its performance of these Terms or the Signature Form.

### 10.2. User Indemnification.

User will, at its expense, indemnify, hold harmless, and, at Science Exchange's option, defend Science Exchange from and against any and all Third-Party Claims (A) that the User Data, or any use of the User Data in accordance with the Agreement, infringes or misappropriates such third party's Intellectual Property Rights; (B) arising from or attributable to User's use of any Service in a manner not authorized by the Agreement; (C) arising from or attributable to User's use of the Platform in combination with data, software, hardware, equipment or technology not provided by Science Exchange or authorized by Science Exchange in writing; or (D) arising

from or attributable to any modifications to any Service not made by Science Exchange.

### 10.3. Indemnification Procedure.

*Notice.* In the event any Third Party Claim contemplated in [Section 10.1](#) or [Section 10.2](#) is made, or action initiated, the Party seeking indemnification hereunder will promptly notify the other 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.

*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.

*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.

*Non-exclusivity.* The indemnification provided by the Agreement 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 Laws or otherwise.

## 11. Compliance with Laws.

The Parties will comply with all Applicable Laws with respect to use of the Services and all activities performed pursuant to the Agreement, including without limitation any of the more specifically referenced laws and regulations in this [Article 11](#).

### 11.1. Labor and Employment.

The Parties have implemented and will maintain policies and procedures designed to facilitate compliance with all applicable labor and employment laws in all relevant jurisdictions. The Parties will pay their employees fair compensation and provide their employees with safe working conditions. For any performance required under the Agreement (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, the Parties agree that the Agreement will be performed in compliance with the following as applicable: 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. The Parties agree 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. User also agrees to make available to Science Exchange, upon reasonable request, proof of its efforts to comply with this Section.

#### 11.2. Human Rights.

The Parties respect human rights as embodied by the Universal Declaration of Human Rights and will comply with all Applicable Laws protecting human rights. The Parties have implemented and will maintain policies and procedures designed to facilitate compliance with all applicable human trafficking, forced labor and child labor laws 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.

#### 11.3. Export Control.

User will not use the Platform to transmit any materials in violation of any U.S. export control regulations. To comply with U.S. export control regulations, User 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. User 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 Science Exchange's prior written consent. User will cause its Representatives to comply with the obligations set forth in this section.

#### 11.4. Sanctions.

Neither Party will perform any illegal transaction with any entity included on an official trade and economic sanction list applicable to User or Science Exchange, including without limitation the US International Trade Administration Consolidated Screening List (available at <https://www.trade.gov/consolidated-screening-list>), the European Union Sanctions List (available at [https://www.eeas.europa.eu/eeas/european-union-sanctions\\_en#10710](https://www.eeas.europa.eu/eeas/european-union-sanctions_en#10710)), the UK Sanctions List (available at <https://www.gov.uk/government/publications/the-uk-sanctions-list>), the Consolidated List of Asset Freeze Targets, maintained by HM Treasury (available at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>) and the United National Security Council Consolidated List (available at <https://scsanctions.un.org/search/>) (each such entity, a "**Blocked Entity**"). In addition, neither Party will perform any illegal transaction with any entity that is fifty percent (50%) or more owned or controlled, directly or indirectly, by any one or more Blocked Entities.

#### 11.5. Anti-Bribery and Anti-Corruption.

Each Party, on behalf of itself and its Representatives, represents and warrants that it (A) has not and will not offer or give to another User or Science Exchange gifts, entertainment, payments, loans, or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment with Science Exchange or another User 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.

#### 11.6. Data Privacy and Security.

The Parties will comply with all data privacy, data protection and data security laws applicable to their performance of the Agreement, including without limitation its use of the Platform. The Parties will comply with the terms of the Data Processing Addendum included herein as Exhibit A to these Terms.

#### 11.7. Healthcare Fraud and Abuse.

User 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 User's activities under the Agreement. User 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. User and Science Exchange acknowledge and agree that the Order Fees constitute fair market value for the Supplier Services and are not being given, directly or indirectly, as an inducement, reward or remuneration in return for (A) the formulary placement of any Requester product, (B) any referrals to recovery homes, clinical treatment facilities or laboratories or (C) any patient referrals or the generation of business involving any item or service payable by a United States federal government healthcare program. Further, the Requester acknowledges and agrees that neither Science Exchange nor Supplier is required to purchase, order or recommend to any patients any products or services manufactured by or available through Requester.

#### 11.8. Payments to Covered Entities.

In the event that Supplier is a Covered Entity, payments made by or on behalf of Science Exchange to each such Covered Entity or other compensation or

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

## 12. Warranty Disclaimer.

THE SERVICES ARE PROVIDED BY SCIENCE EXCHANGE ON AN "AS IS," "AS AVAILABLE" BASIS, AND WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHETHER ARISING OUT OF STATUTE, IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE. SCIENCE EXCHANGE MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY OR RELIABILITY OF ANY OTHER USER OR ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE PLATFORM BY ANY USER OR ANY OUTCOME AS A RESULT OF AN ORDER. SCIENCE EXCHANGE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE, OR ANY PRODUCTS OR RESULTS

OF THE USE THEREOF, WILL MEET USER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

### 13. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE; PROVIDED THAT THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO SUCH PARTY'S (I) WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10 HEREIN, (III) BREACH OF CONFIDENTIALITY OBLIGATIONS HEREIN or (IV) BREACH OF ARTICLE 11 HEREIN.

Requesters and Suppliers may transact with each other via that Platform at their own risk, and Science Exchange does not guarantee the creditworthiness or financial stability of any Requester or Supplier. SCIENCE EXCHANGE IS NOT LIABLE FOR THE PERFORMANCE OF SUPPLIER SERVICES; SUPPLIER SERVICES ARE PERFORMED SOLELY BY SUPPLIER. SCIENCE EXCHANGE PROVIDES THE PLATFORM TO FACILITATE TRANSACTIONS BETWEEN REQUESTERS AND SUPPLIERS, BUT SCIENCE EXCHANGE IS NOT LIABLE FOR PERFORMANCE OF TRANSACTIONS BETWEEN REQUESTERS AND SUPPLIERS. SCIENCE EXCHANGE IS NOT LIABLE FOR FINANCIAL LOSS INCURRED BY USER IN THE EVENT OF INSOLVENCY OR BANKRUPTCY OF A PARTICULAR REQUESTER OR SUPPLIER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THE AGREEMENT OR OTHERWISE, IN NO EVENT WILL SCIENCE EXCHANGE'S AGGREGATE LIABILITY TO USER ARISING OUT OF OR RELATED TO THE AGREEMENT OR THE SERVICE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, 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 USER FOR THE SERVICES TO WHICH THE LIABILITY RELATES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DETERMINATION OF SUCH LIABILITY.

The Services are controlled and operated from facilities in the United States. Science Exchange makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own risk. User may not use the Services if User is a resident of a country embargoed by the United States, or is a foreign person or entity blocked or denied by the United States government.

#### 14. Independent Contractors.

User is an independent contractor of Science Exchange, and nothing in the Agreement will be construed as creating an employer-employee relationship, a partnership or a joint venture between the Parties. Nothing in the Agreement will be construed or interpreted so as to prohibit a Party from entering into similar agreements with any third parties concerning similar deliverables or services so long as such Party complies with its obligations hereunder, including without limitation with respect to confidentiality and ownership of intellectual property. Neither Party will have, nor represent to any third party that it does have, any power or authority to bind the other Party or incur any obligations on the other Party's behalf. A Party's employees will not be entitled to any of the benefits that the other Party may make available to such other Party's employees, including without limitation, group insurance, profit-sharing or retirement benefits.

#### 15. Miscellaneous.

##### 15.1. Notification Procedures.

*Notices by Science Exchange.* Unless otherwise expressly stated in the Agreement, Science Exchange may provide notifications to User via the Platform, via written or hard copy notice to the notice address or email listed on the Signature Form, or through posting of such notice on <https://www.scienceexchange.com> whether such notifications are required by law or are for marketing or other business related purposes, as determined by Science Exchange in its sole discretion. Science Exchange reserves the right to determine the form and means of providing notifications to User; *provided that* User may opt out of certain means of notification

by contacting Science Exchange via the notification User received. Science Exchange is not responsible for any automatic filtering User or User network provider may apply to email notifications sent to the email address User provides Science Exchange.

*Notices by User.* Unless otherwise expressly stated in the Agreement, all notices by User to Science Exchange under the Agreement will be written in English, will reference the Signature Form and will be sent to:

Science Exchange, Inc.

Attn: Legal Department

2261 Market Street #4759

San Francisco, CA 94114

With an email copy to: [legal@scienceexchange.com](mailto:legal@scienceexchange.com)

#### 15.2. Authority.

Each Party represents that (A) the person signing the Signature Form has all right, power and authority to sign the Agreement on behalf of such Party; and (B) it has full power and authority and all necessary authorizations to comply with the terms of the Agreement and to perform its obligations hereunder.

#### 15.3. Execution of Agreement.

The Signature Form may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that electronic signatures and facsimiles of original signatures on documents executed, scanned and transmitted electronically in portable document format (.pdf) will be deemed original signatures for purposes of

the Agreement and will have the same legal force and effect as any copy bearing original signatures of the Parties.

#### 15.4. Force Majeure.

Neither Party will be liable for any delay or failure of its performance in connection with the Agreement due to events beyond its reasonable control, including acts of God, acts of government, flood, fire, earthquakes, Internet supplier failure or delay, pandemic, epidemic, non-Science Exchange software application, or denial-of-service attack, civil unrest, and acts of terror; *provided that* such Party provides prompt written notice of the event and uses its diligent efforts to resume performance.

#### 15.5. No Assignment.

Neither Party may assign or delegate the Agreement without the other Party's prior written consent, and any such purported assignment or delegation will be void, except that Science Exchange may assign the Agreement, without the User's consent, to a successor or acquirer, as the case may be, in connection with a merger or acquisition, or the sale of all or substantially all of Science Exchange's assets to which the Agreement relates. No assignment will relieve the assigning Party of any of its obligations hereunder. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties' permitted successors and assigns.

#### 15.6. Waiver, Amendments and Modifications.

Failure by either Party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of the Agreement will be effective only if in writing and signed by duly authorized representatives of the Parties.

#### 15.7. Entire Agreement; Severability.

The Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, the Supplier Services are governed by either the Science Exchange Agreement or the applicable Direct Agreement or PO Terms. If for any reason a court of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the invalid or unenforceable provision will be enforced as nearly as possible in accordance with the stated intention of the Parties. To the extent that any provision cannot be enforced in accordance with the stated intentions of the Parties, such provision will be deemed not to be a part of the Agreement, but otherwise the Agreement will continue in full force and effect.

#### 15.8. Governing Law and Jurisdiction.

The Agreement will be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts of law principles that would otherwise apply the law of any other jurisdiction. Any legal suit, action or proceeding arising out of or related to the Agreement will be brought exclusively in the Delaware Court of Chancery (and the appropriate appellate courts therefrom), and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, and irrevocably waives any objection based on inconvenient forum or lack of personal jurisdiction. For Direct Relationship Orders, the Supplier Services will be subject to the governing law and jurisdiction set forth in the applicable Direct Agreement or PO Terms.

#### 15.9. Survival.

Any terms of the Agreement, which by their nature extend beyond the termination of the Agreement, will survive the termination to the extent necessary to effectuate the intent of the Parties. This includes, without limitation, the confidentiality, personal data, intellectual property, indemnification, limitation of liability, records, audit, governing law, submission to jurisdiction, notice provisions, and this survival provision.

## EXHIBIT A

### DATA PROCESSING ADDENDUM

This Data Processing Addendum (including its Exhibits) (“**DPA**”) forms part of the Science Exchange Terms of Use available at <https://www.scienceexchange.com/terms> and is therefore integrated into the Agreement between Science Exchange and User.

1. **SUBJECT MATTER AND DURATION.** This DPA reflects the parties’ commitment to abide by Data Protection Laws concerning the Processing of User Personal Data in connection with Science Exchange’s execution of the Agreement. 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.
2. **DEFINITIONS.** For the purposes of this DPA, the following terms and those defined within the body of this DPA apply.
  - 2.1. “**Business**”, “**Consumer**”, “**Cross-Context Behavioral Advertising**”, “**Service Provider**”, “**Sale**”, “**Sell**” and “**Share**” have the meanings given to them in the CCPA;
  - 2.2. “**User Personal Data**” means Personal Data Processed by Science Exchange on behalf of User in connection with an Order. In relation to Orders governed by Supplier T&Cs Schedules A, B, C or F, User Personal Data may include pseudonymized Personal Data related to biological materials such as specimen ID, biosample diagnosis, sex, ethnicity, clinical diagnosis, medications, medical treatments and medical history. In relation to User personnel with access to the Platform, Personal Data may include name, job title and contact details.
  - 2.3. “**Data Protection Laws**” means the applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the User Personal Data are subject. “Data Protection Laws” may include, but are not limited to, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act along with its implementing regulations (“**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).
  - 2.4. “**Data Subjects**” and “**Personal Data**” has the meaning assigned to the term “personal data” or “personal information” under applicable Data Protection Laws and include similarly defined terms or concepts in Data Protection laws, including “personal information”. Data Subjects includes “Consumer” and individuals subject to Data Protection laws based on residency, including the CCPA.
  - 2.5. “**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.
  - 2.6. “**Security Incident(s)**” means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to User Personal Data attributable to Science Exchange, and includes similarly defined terms or concepts in Data Protection laws, including (as applicable) “personal data breach,” “data breach” and “Security breach”.
  - 2.7. “**SE Services**” means the services that Science Exchange performs under the Agreement.
  - 2.8. “**Subprocessor(s)**” means Science Exchange’s authorized vendors and third party service providers that Process User Personal Data.
  - 2.9. “**User**” means the entity (other than Science Exchange) listed on the Signature Form.
3. **PROCESSING TERMS FOR USER PERSONAL DATA.**

- 3.1. Documented Instructions.** Science Exchange shall only Process User Personal Data to provide the SE Services in accordance with the Agreement, this DPA, any applicable Order, and any instructions agreed upon by the parties. Science Exchange will, unless legally prohibited from doing so, inform User in writing if it reasonably believes that there is a conflict between User's instructions and applicable law or otherwise seeks to Process User Personal Data in a manner that is inconsistent with User's instructions.
- 3.2. Authorization to Use Subprocessors.** To the extent necessary to fulfill Science Exchange's contractual obligations under the Agreement, User hereby authorizes Science Exchange to engage the following Subprocessors: Amazon Web Services and Salesforce.
- 3.3. Science Exchange and Subprocessor Compliance.** Science Exchange shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of User Personal Data that imposes on such Subprocessors data protection requirements for User Personal Data that are consistent with this DPA; and (ii) remain responsible to User for Science Exchange's Subprocessors' failure to perform their obligations with respect to the Processing of User Personal Data.
- 3.4. Right to Object to Subprocessors.** Where required by Data Protection Laws, Science Exchange will notify User via email prior to engaging any new Subprocessors that Process User Personal Data and allow User ten (10) days to object. If User has legitimate objections to the appointment of any new Subprocessor, the parties will work together in good faith to resolve the grounds for the objection.
- 3.5. Disclosures of User Personal Data to Other Users.** User agrees that Science Exchange may disclose User Personal Data to Requester(s) or Supplier(s), as appropriate, that User has entered into an Order with. Unless separate terms agreed upon between User and its Requester or Supplier govern such Requester's or Supplier's Processing of User's Personal Data, Science Exchange will ensure that such Requester or Supplier is subject to a data processing addendum governing its Processing of User's Personal Data, but Suppliers are not Science Exchange's Subprocessors. This DPA does not govern, and Science Exchange shall not be liable for, the Processing of User's Personal Data by other Users outside the Platform.
- 3.6. Confidentiality.** Any person authorized to Process User Personal Data must contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.
- 3.7. Personal Data Inquiries and Requests.** Where required by Data Protection Laws, Science Exchange agrees to provide reasonable assistance and comply with reasonable instructions from User related to any requests from individuals exercising their rights in User Personal Data granted to them under Data Protection Laws.
- 3.8. Sale of User Personal Data Prohibited.** Science Exchange shall not Sell or Share User Personal Data.
- 3.9. Data Protection Impact Assessment and Prior Consultation.** Where required by Data Protection Laws, Science Exchange agrees to provide reasonable assistance at User's expense to User where, in User's judgment, the type of Processing performed by Science Exchange requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities. Science Exchange confirms that it has carried out any necessary data protection impact assessments on the Platform and that any risks identified have either been eliminated or risk mitigation measures implemented.
- 3.10. Demonstrable Compliance.** Science Exchange agrees to provide information reasonably necessary to demonstrate compliance with this DPA upon User's reasonable request.
- 3.11. Service Optimization.** Where permitted by Data Protection Laws, Science Exchange may Process User Personal Data: (i) for its internal uses to build or improve the quality of its services; (ii) to detect Security Incidents; and (iii) to protect against fraudulent or illegal activity.
- 3.12. Aggregation and De-Identification.** Science Exchange may: (i) compile aggregated and/or de-identified information in connection with providing the SE Services provided that such information cannot reasonably be used to identify User or any Data Subject to whom User Personal Data relates ("**Aggregated and/or De-Identified Data**"); and (ii) use Aggregated and/or De-Identified Data for its lawful business purposes.
- 3.13. CCPA.** For purposes of the CCPA, User's transfer to Science Exchange of User Personal Data relating to User Personnel is not a Sale, and Science Exchange provides no monetary or other valuable consideration to User in exchange for such User Personal Data. User does not Share User Personal Data relating to User

Personnel with Science Exchange for Cross-Context Behavioral Advertising. Notwithstanding any other provision of the Agreement or this DPA, Science Exchange:

- 3.13.1.** understands its obligations under, and will comply with, the CCPA;
  - 3.13.2.** shall not Sell any User Personal Data relating to User Personnel or Share any User Personal Data relating to User Personnel for Cross-Context Behavioral Advertising;
  - 3.13.3.** shall not retain, use or disclose User Personal Data relating to User Personnel outside the direct business relationship between User and Science Exchange, or for any purpose other than the business purposes set forth in the Agreement;
  - 3.13.4.** shall not combine or update User Personal Data relating to User Personnel with Personal Data it receives from another source or collects from Science Exchange's own interaction with User Personnel except where instructed to make an update in writing by User;
  - 3.13.5.** shall comply with all applicable sections of the CCPA and provide the same level of privacy protection as required of User and the CCPA, including implementing and maintaining throughout the term of the Agreement, reasonable security practices and procedures appropriate to the nature and sensitivity of User Personal Data relating to User Personnel;
  - 3.13.6.** shall cooperate with User in responding to and complying with Data Subjects' requests made pursuant to the CCPA, including informing User within the time period required by the CCPA if Science Exchange receives a Data Subject request regarding User Personal Data relating to User Personnel. Science Exchange shall act on any such request only as instructed by User or as required by law. User will inform Science Exchange of any Data Subject request that Science Exchange must comply with under the CCPA and will provide the information necessary for Science Exchange to comply with the request;
  - 3.13.7.** shall notify User immediately after Science Exchange makes a determination that it can no longer meet its obligation under the CCPA; and
  - 3.13.8.** certifies that, and shall procure that each of its employees, Sub-processors and any other individual acting under its authority who has access to User Personal Data relating to User Personnel certifies that, it understands the restrictions set out in this DPA and will comply with them at all times.
- 4. INFORMATION SECURITY PROGRAM.** Science Exchange shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect User Personal Data.
  - 5. SECURITY INCIDENTS.** Upon becoming aware of a Security Incident, Science Exchange agrees to provide written notice without undue delay and within the time frame required under Data Protection Laws to User. Where possible, such notice will include all available details required under Data Protection Laws for User to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.
  - 6. CROSS-BORDER TRANSFERS OF USER PERSONAL DATA.**
    - 6.1. Cross-Border Transfers of User Personal Data.** User authorizes Science Exchange and its Subprocessors to transfer User Personal Data across international borders, including from the European Economic Area, Switzerland, and/or the United Kingdom to the United States.
    - 6.2. Restriction on "Foreign Intelligence Information".** User shall ensure that no User 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 Science Exchange which could reasonably be considered "foreign intelligence information" as defined by [50 U.S.C. § 1801\(e\)](#).
    - 6.3. EEA, Swiss, and UK Standard Contractual Clauses.** If User Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by or on behalf of User to Science Exchange in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, the parties agree that the transfer shall be governed by Module Two'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 **Attachment 1** attached hereto, the terms of which are incorporated herein by reference.

- 6.4. Data Protection Framework (DPF) Program.** Science Exchange complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Science Exchange has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Science Exchange has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF.
- 7. AUDITS.** Where Data Protection Laws afford User an audit right, User (or its appointed representative) may carry out an audit of Science Exchange's policies, procedures, and records relevant to the Processing of User Personal Data. Any audit must be: (i) conducted during Science Exchange's regular business hours; (ii) with reasonable advance notice to Science Exchange; (iii) carried out in a manner that prevents unnecessary disruption to Science Exchange'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.
- 8. USER PERSONAL DATA DELETION.** At the expiry or termination of the Agreement, Science Exchange will delete all User Personal Data (excluding any back-up or archival copies which shall be deleted in accordance with Science Exchange's data retention schedule), except where Science Exchange is required to retain copies under applicable laws, in which case Science Exchange will isolate and protect that User Personal Data from any further Processing except to the extent required by applicable laws.
- 9. USER'S OBLIGATIONS.** User represents and warrants that: (i) it has complied and will comply with Data Protection Laws; (ii) it has provided data subjects whose User Personal Data will be Processed in connection with the Agreement with a privacy notice or similar document that clearly and accurately describes User's practices with respect to the Processing of User 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 User Personal Data as contemplated by the Agreement; and (iv) Science Exchange's Processing of User Personal Data in accordance with the Agreement will not violate Data Protection Laws or cause a breach of any agreement or obligations between User and any third party.
- 10. PROCESSING DETAILS.**
- 10.1. Subject Matter.** The subject matter of the Processing is the SE Services pursuant to the Agreement.
- 10.2. Duration.** The Processing will continue until the expiration or termination of the Agreement.
- 10.3. Categories of Data Subjects.** Data Subjects whose User Personal Data will be Processed are User personnel with access to the Platform and any individuals whose data will be transmitted via the Platform under an Order between Requester and Supplier (which may include, for example, donors of Human Biospecimens pursuant to Schedule G of the Supplier T&Cs).
- 10.4. Nature and Purpose of the Processing.** The purpose of the Processing of User Personal Data by Science Exchange is the performance of the SE Services.
- 10.5. Types of User Personal Data.** User Personal Data that is Processed pursuant to the Agreement.
- 11. BUSINESS CONTACT DATA.** Science Exchange may collect Personal Data about User's employees, contractors, and other personnel ("**Business Contact Data**"). Science Exchange is a separate, independent "Controller", "Business" or other similar term of the Business Contact Data that it Processes and may Process Business Contact Data in accordance with its Privacy Policy: <https://www.scienceexchange.com/privacy-policy>. Business Contact Data is not User Personal Data.

## **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 agree that the following terms shall supplement the Standard Contractual Clauses:

1. **Supplemental Terms.** The parties 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 the Parties' 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 the Parties' 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 in accordance with Section 3(d) of the DPA; (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:** User.

**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 SE Services.

**Role:** Controller.

**Data Importer:** Science Exchange.

**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 SE Services.

**Role:** Processor.

### **B. Description of the Transfer:**

Categories of data subjects whose personal data is transferred: The categories of data subjects whose personal data is transferred under the Clauses are (i) User personnel with access to the Platform and (ii) individuals, if any, that donated Human Biospecimens (to the extent pseudonymised data transferred is considered personal data) or whose personal data is otherwise transferred between Requester and Supplier via the Platform as set forth in the applicable Order.

Categories of personal data transferred: The categories of personal data transferred under the Clauses are User Personal Data, as defined in the DPA, and (only if and to the extent an Order includes transfer of such data between Requester and Supplier via the Platform) sensitive data..

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: Only if and to the extent an Order includes transfer of such data between Requester and Supplier via the Platform: Pseudonymised Personal Data contained within User Data including (without limitation) biosample diagnosis, biosample sub diagnosis, sex, ethnicity, clinical diagnosis, medications, medical treatments and medical history.

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 SE Services, or as otherwise agreed upon by the parties, generally on a continuous basis.

Nature of the processing: The SE Services.

Purpose(s) of the data transfer and further processing: The SE Services.

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 Agreement.

**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 parties consistent with the conditions set forth in Clause 13.

**D. Additional Data Transfer Impact Assessment Questions:**

Will data importer process any personal data under the Clauses about a non-United States person that is "foreign intelligence information" as defined by 50 U.S.C. § 1801(e)?

Data exporter is prohibited from providing data importer with any "foreign intelligence information."

Is data importer subject to any laws in a country outside of the European Economic Area, Switzerland, and/or the United Kingdom where personal data is stored or accessed from that would interfere with data importer fulfilling its obligations under the Clauses? For example, FISA Section 702. If yes, please list these laws:

As of the effective date of the DPA, no court has found data importer to be eligible to receive process issued under the laws contemplated by this question, including FISA Section 702, and no such court action is pending.

Furthermore, as a result of the: (i) assessment that the European Commission conducted in order to reach an adequacy decision in respect of the EU-US Data Privacy Framework; and (ii) the analysis that the UK's Department for Science, Innovation and Technology undertook in relation to the UK-US Data Bridge, the European Data Protection Board and the UK's Information Commissioner's Office have both confirmed that data exporters and data importers can rely on the assessment and analysis (respectively) for the purposes of their transfer impact assessments.

Has data importer ever received a request from public authorities for information pursuant to the laws contemplated by the question above? If yes, please explain:

No.

Has data importer ever received a request from public authorities for personal data of individuals located in European Economic Area, Switzerland, and/or the United Kingdom? If yes, please explain:

No.

**E. Data Transfer Impact Assessment Outcome:** Taking into account the information and obligations set forth in the DPA and, as may be the case for a Party, such Party's independent research, to the parties' knowledge, the personal data originating in the European Economic Area, Switzerland, and/or the United Kingdom that is transferred pursuant to the Clauses to a country that has not been found to provide an adequate level of protection under applicable data protection laws is afforded a level of protection that is essentially equivalent to that guaranteed by applicable data protection laws.

**F. Clarifying Terms:** The parties 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 measures data importer is required to take under Clause 8.6(c) of the Clauses will only cover data importer's impacted systems; (iii) the audit described in Clause 8.9 of the Clauses shall be carried out in accordance with Section 7 of the DPA; (iv) where permitted by applicable data protection laws, data importer may engage existing subprocessors using European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors and such use of subprocessors shall be deemed to comply with Clause 9 of the Clauses; (v) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Clauses will be limited to the termination of the Clauses; (vi) 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; (vii) the information required under Clause 15.1(c) of the Clauses will be provided upon data exporter's written request; and (viii) 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.** Annex II of the Standard Contractual Clauses shall read as follows:

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

Pursuant to Clause 10(b), data importer will provide data exporter assistance with data subject requests 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:** The parties agree that Importer may end the UK Addendum as set out in Section 19.