

PURCHASE ORDER TERMS SCHEDULE

This Purchase Order Terms Schedule and an Order, together with any and all attachments and appendices incorporated therein, issued by Company or one or more of its Affiliates to Counterparty or one or more of its Affiliates both as identified in such Order (collectively, the "**Agreement**") govern the purchase of the Goods/Services (each herein defined) described in such Order. As used herein, the term "**Party**" shall mean either Company or Counterparty, as the context requires, and the term "**Parties**" shall mean both Company and Counterparty. This Agreement sets forth the entire understanding between the Parties with respect to the Goods/Services. Counterparty's execution or commencement of performance hereunder constitutes Counterparty's acceptance of this Agreement. Except as otherwise set forth herein or in the applicable Order, this Agreement (i) supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the provision of Goods/Services and (ii) shall prevail over any additional, inconsistent or conflicting terms of any purchase order, quotation, acknowledgment, confirmation or other document issued by Counterparty or its Affiliates pertaining to the Goods/Services and any such terms shall be void and of no force or effect. Neither this Agreement, nor any amendment, modification, substitution nor supplement thereto is binding on Company or its Affiliates unless and until it is in writing and is signed by a duly authorized representative of Company or its Affiliate (as the case may be). Any actions taken or not taken by Counterparty or its Affiliates in anticipation of execution of this Agreement are taken at Counterparty's and its Affiliates' sole risk and expense. Unless expressly specified otherwise, Company and its Affiliates are not obligated to purchase any amount of Goods/Services from Counterparty or its Affiliates and are not obligated to purchase Goods/Services exclusively from Counterparty or its Affiliates. Notwithstanding anything contained in this Agreement, the Company, at its sole discretion, may procure Goods/Services similar to the Goods/Services from any third party without any obligation to notify or seek consent from the Counterparty or its Affiliates. The article and section headings contained in this Agreement are for reference purposes only and have no effect on the interpretation of this Agreement or its application.

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. The following defined terms are used in this Agreement and shall have the meanings set forth below. Any terms defined elsewhere in this Agreement shall be given equal weight and importance as though set forth in this Section.

"**Affiliate**" shall mean any firm, corporation or other entity, however organized, that, directly or indirectly, controls, is controlled by or is under common control with an entity. For purposes of this definition, "**control**" shall be defined as ownership of a majority of the voting power or other equity interests of the entity under consideration.

"**Applicable Laws**" shall mean any country, federal, state, provincial, commonwealth, cantonal or local government law, statute, rule, requirement, code, regulation, permit, ordinance, authorization, order, judgment or similar governmental requirement, including any interpretation or guidance documents relating to any of the foregoing issued by a relevant governmental authority, in each case to the full extent applicable to Counterparty, this Agreement or any Good or Service to be provided hereunder. Applicable Laws includes without limitation Anti-Corruption Laws and Export Control Laws.

"**Company Materials**" shall mean all tangible material, or its intangible equivalent in unwritten or oral form, created directly or indirectly in performance of the Services, Counterparty's obligations hereunder or through use of Company Confidential Information, including without limitation all patent, copyright, trademark, trade secret, designs and other proprietary rights and intellectual property rights therein, including without all of the following, whether finished or unfinished: Deliverables, drafts, documents, writings, communications, plans, protocols, data, estimates, calculations, test results, specimens, schematics, drawings, tracings, studies, specifications, surveys, photographs, software (including without limitation the firmware, object code, source code and media, in machine readable and printed form, and any improvement, addition, modification or new version thereof), programs, reports, orders, maps, models, agreements and all derivative works thereof, ideas, concepts, discoveries, inventions, patents, know-how, negative know-how and improvements.

"Company Requirements" shall mean without limitation (i) any of Company's safety, security and compliance rules, programs and policies as applicable to Counterparty or Counterparty's performance hereunder made available to Counterparty and, unless otherwise agreed in writing by Company, Company's publications policies, a high level description of which is available at www.amgen.com/about/how-we-operate/policies-practices-and-disclosures/ethical-research/amgen-guidelines-for-publications/; (ii) Company's Code of Conduct (available at www.amgen.com/about/how-we-operate/business-ethics-and-compliance/staff-code-of-conduct/); (iii) Company's Supplier Code of Conduct (available at www.amgen.com/partners/suppliers/supplier-resources/supplier-code-of-conduct/); and (iv) those policies, codes, rules, standards, procedures and other governance documents of Company made available to Counterparty that are applicable to Persons or entities conducting business with or for the Company that set forth standards of conduct, including when engaging in interactions with certain representatives of governmental authorities or other third parties, each as may be revised by Company from time to time in its sole discretion.

"Company System" shall mean any computer system, network, telecommunication system, database, or other information technology environment owned, controlled, operated or maintained by Company or any Company Representative, including electronic mail, voicemail, networks, internet and intranet portals and the Company web.

"Compensation" shall mean all consideration that, pursuant to this Agreement, may be received by Counterparty for performance of its obligations hereunder which may include Reimbursable Expenses.

"Counterparty Materials" shall mean proprietary methodologies, tools, models, software, procedures, documentation, know-how and processes owned or licensed by Counterparty independent of this Agreement which (i) are utilized by Counterparty in performing its obligation under this Agreement, (ii) have been clearly identified to Company in writing as proprietary to Counterparty and not to be property of Company, and (iii) were not designed or otherwise created for Company or based on, or derived from any Company Confidential Information.

"Deliverable" shall mean all tangible and intangible property provided or to be provided by Counterparty or Counterparty's Representatives in performance of its obligations hereunder, whether explicitly required by Company or reasonably inferable from the nature of such obligations.

"Effective Date" shall mean the date set forth on the Order as the date the Services are to commence and, if no such date is specified, then the date that Company issued the Order to Counterparty.

"Goods" shall mean tangible personal property to be supplied by Counterparty or Counterparty's Representatives hereunder, including any packaging, shipping material, items or services necessary for, but incidental to, supply of such property. All Goods are Deliverables hereunder.

"Reimbursable Expenses" shall mean those actual and necessary out-of-pocket costs, all without any increase or mark-up, that (i) are approved of or agreed to by Company and that Company is obligated to pay Counterparty in accordance with the terms of this Agreement; (ii) are substantiated by documentation in form and detail sufficient to meet the requirements of the taxing authorities for corporate tax purposes; and (iii) Counterparty reasonably and properly incurs in performing its obligations hereunder; provided, however, such costs shall (a) with respect to travel, only include travel (1) that is more than 80 miles one-way from Counterparty's office closest to where Counterparty's obligations are to be performed, (2) by reasonable modes via least costly routes and economy classes of transportation, and (3) includes reasonable costs for meals and lodging incurred for travel directly in connection with Counterparty's performance hereunder; and (b) not include travel time.

"Representatives" shall mean, with respect to a Party, such Party's Affiliates and such Party's and its Affiliates' respective directors, officers, employees, agents and any other Persons or entities (excluding the other Party or its Affiliates) who contribute to the performance of such Party's obligations under this Agreement. For purposes of this Agreement, Counterparty's Representatives shall include any and all

Subcontractors and such Subcontractors' directors, officers, employees and agents and Company's Representatives shall include its or its Affiliates' collaborators and licensees.

"Services" shall mean all necessary or required services, tasks, functions and other responsibilities and activities as set forth in, or reasonably inferable from, this Agreement or any Order issued hereunder to be governed by this Agreement, including the provision of Deliverables.

"Specifications" shall mean that portion of Company's overall objectives, of which Counterparty's performance hereunder is a part, consisting of the written requirements for Goods, Services, materials, equipment, systems, standards or workmanship, wherever located and whenever issued, for such overall objectives.

"Subcontractor" shall mean any Person or entity that has been retained to perform all or a portion of Counterparty's obligations hereunder.

1.2 Interpretation. Except where the context expressly requires otherwise, (i) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (ii) the word "will" shall be construed to have the same meaning and effect as the word "shall", (iii) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or", (iv) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (v) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (vi) provisions that require that a Party or the Parties "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and, unless expressly provided otherwise, in writing, whether by agreement, letter, otherwise (but excluding e-mail and instant messaging), (vii) reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted or consolidated from time to time and all statutory instruments or orders (including delegated legislation whether by way of rules, notifications, bye-laws, guidelines, as amended, extended or re-enacted or consolidated from time to time), (viii) the annexures to the Agreement form an integral part of this Agreement; (ix) time is of the essence in the performance of the Parties' respective obligations, and if any time period specified herein is extended, such extended time shall also be of the essence; (x) reference to days, months and years are to calendar days, calendar months and calendar years, respectively, unless defined otherwise or inconsistent with the context or meaning thereof, and (xi) the Agreement shall be deemed to be jointly drafted by the Parties and the rule of construction, that an Agreement should be interpreted against the party responsible for the drafting and preparation thereof shall not apply to this Agreement.

2. SHIPMENT, DELIVERY AND INSPECTION

2.1 Shipping Terms. Unless otherwise specified, Counterparty must ship all Goods FOB destination and include a packing slip, including the applicable Order number, on the outside of the container of each package shipped. If this Agreement is canceled in whole or in part because of Counterparty's default, Company may retain or return any Goods received under this Agreement and without limiting Company's other remedies, Counterparty must reimburse Company for (i) all costs of shipping or storing any returned Goods, and (ii) any amount previously paid by Company for the returned Goods.

2.2 Inspection, Testing and Quality Control. Counterparty must have and maintain inspection and quality control systems appropriate for the supply of the Goods (including without limitation programs for documenting deviations, conducting investigations, and, with respect to Goods supplied hereunder, providing prompt notice to Company of deviations and investigations). All inspection records and other documents required by this Agreement or Applicable Laws must be kept intact and made available to Company upon reasonable request for a period of at least seven years after final delivery under this Agreement. If the Goods are raw materials, components or devices appropriate for use in manufacture of products intended for human use, Counterparty must notify Company prior to implementing changes to

Subcontractors or changes to the manufacture of such Goods that are reasonably likely to affect the quality, safety, purity, identity or other critical attributes and allow Company to perform an assessment of Counterparty as necessary. Company may inspect or test the Goods at all reasonable times or places prior to final acceptance and Counterparty shall provide access to or, as appropriate, samples of Goods to support such inspection. Company's inspection or testing, or lack thereof, shall not relieve Counterparty of its obligation to furnish conforming Goods. Counterparty must make repairs or replacements arising from any test or inspection at its sole cost and expense within the lead-time for the Goods.

3. CHANGES, DELAYS OR SUSPENSIONS

3.1 Change Orders. Company may, at any time and from time to time, make changes to Counterparty's obligations under this Agreement, in each case as Company deems necessary ("**Change Order**"). Each Change Order shall be in writing and signed by Company. If Counterparty believes that the change is inequitable as to Compensation or schedule, Counterparty must submit within 10 days after receipt of a Change Order a written request to Company providing a detailed explanation of and reasons for any proposed adjustments to Compensation or schedule, accompanied by adequate supporting documentation. If Company does not receive such a request in accordance with this Article, Counterparty shall be deemed to have waived its right to make such request. Counterparty shall meet its obligations under this Agreement while such request is pending. Counterparty will not implement any change with respect to any Service or Good provided hereunder except pursuant to a Change Order executed by Company.

3.2 Delays and Suspensions. Company may delay or suspend all or any part of this Agreement by providing written notice to Counterparty. Counterparty's obligations to Company under this Agreement will remain in full force and effect despite the delay or suspension of this Agreement under this Section. If Company suspends this Agreement, Counterparty shall be entitled to compensation in accordance with the terms of this Agreement up to the date of suspension; provided, however, Company's liability to Counterparty shall in no case exceed the compensation payable to Counterparty pursuant to this Agreement, as appropriately adjusted and without duplication of payment.

4. COMPENSATION AND PAYMENT

4.1 Compensation. In full consideration of the Counterparty's proper performance of the Services, Counterparty will perform its obligations under this Agreement for the Compensation set forth herein which Compensation may be based on pricing and rates set forth in this Agreement.

4.2 Invoices. Unless otherwise agreed in writing by the Parties, Counterparty shall, by the [5th] (fifth) day of the succeeding calendar month, submit to Company for payment a written or electronic invoice (as specified by Company) for amounts due and payable by Company for performance undertaken or milestone(s) achievement by Counterparty during the prior calendar month ("**Invoice Month**").

Unless otherwise specified in writing by Company, Counterparty shall submit such invoice for payment to the following address, or such other address as Company may from time-to-time specify to Counterparty pursuant to this Agreement.

Email: accountspayablemailroom@amgen.com

or

Amgen
Attn: Accounts Payable
P.O. Box 667
Newbury Park, CA 91319-0667

Company may require that Counterparty submit, through Company's or its designee's systems, its invoices in electronic format and, if so required, submittal using other systems or methods may result in rejection by

Company, at its sole discretion. Counterparty shall include in each invoice all information reasonably requested by Company. Failure of Counterparty to submit any invoice within 120 days after the due date (as required by this Agreement or any other applicable due date agreed to in writing by the Parties) for any such invoice shall constitute a waiver and release by Counterparty of a claim for, and Company's obligation to pay, any Compensation that should have been set forth in such invoice had it been submitted pursuant to the requirements of this Agreement or any other applicable requirements agreed to in writing by the Parties.

Company's preferred method of invoicing is through the Ariba Network. If Counterparty has not done so as of the Effective Date, then, within 30 days after the Effective Date, Counterparty will email amgen-ariba-supplier-enablement@amgen.com to begin enrollment on the Ariba Network and, thereafter, will use commercially reasonable efforts to complete the enrollment process. Counterparty acknowledges that Company may, from time-to-time, change (including automate) one or more processes for requesting, sending notifications, acknowledging receipt, and submitting invoices hereunder and, as part of those changes, use the software, networks, or solutions or services of Company or third parties to process information related to this Agreement ("**Order Placement/Invoicing/Payment Processes**"). Upon Company's request made from time-to-time, Counterparty shall cooperate with Company and its designated representatives' reasonable requests with respect to Order Placement/Invoicing/Payment Processes (including without limitation requests to transmit and receive and download electronically certain information related to ordering and invoicing hereunder), and Counterparty will use reasonable efforts to accommodate and comply with such requests and the Order Placement/Invoicing/Payment Processes, including those that utilize third party solutions or networks (each a "**Supplier Network**"). Each Party shall, at its own expense, provide and maintain the equipment, software and services necessary to effectively and reliably transmit and receive documents following the Order Placement/Invoicing/Payment Processes and, if any, using Supplier Networks. Company and its Affiliates are permitted, at no additional payment to Counterparty, to access and retain copies of Counterparty's information included in any Supplier Network.

To the extent Order Placement/Invoicing/Payment Processes or Supplier Networks include or require the consent, and Counterparty so consents, to conduct transactions electronically, Counterparty agrees that any such transactions conducted electronically shall have the same validity and enforceability as if the transaction had been conducted in a paper-based document.

4.3 Disputed Invoices. If Company disputes any amount stated in an invoice, then Company may notify Counterparty in writing of the dispute and the basis therefor ("**Dispute Notice**"). Upon receipt of such Dispute Notice and in any event within 7 (seven) days therefrom, Counterparty shall re-issue and submit a revised invoice stating only undisputed amounts. Upon resolution of disputed amounts, Counterparty shall submit an invoice pursuant to this Article for the amounts that the Parties mutually agree are no longer in dispute. Following receipt of an invoice stating only undisputed amounts ("**Correct Invoice**"), Company will pay Counterparty such amounts in accordance with this Article. Payment by Company does not constitute acceptance of Counterparty's performance hereunder or any admission of liability. The Correct Invoice shall be compliant with the Goods and Services Tax ("**GST**") laws.

4.4 Offset. Company, without waiver or limitation of any other rights or remedies, shall be entitled to deduct any and all amounts owed by Counterparty to Company from any amounts due or owing by Company to Counterparty in connection with this Agreement.

4.5 Currency Management. The currency or currencies to be used for invoicing and payment of the Compensation under this Agreement shall be the currency or currencies as stated herein or in the applicable Supplemental Document (the "**Contracted Currency**"). If the performance of the Services [or provision of Goods] by Counterparty will take place in more than one country and in which different currencies are used, Company may elect to have a different Contracted Currency for each such country, which may be (i) the local currency for such country, (ii) the United States Dollar, or (iii) the Euro. No currency reconciliations shall be applied to any Contracted Currency.

4.6 Timing of Payments. Unless agreed otherwise by the Parties in writing and subject to Applicable Law, Company shall initiate the process for paying Counterparty under this Agreement no later than ninety

(90) days following Company's receipt of a Correct Invoice. Counterparty's receipt of such payments may vary depending upon Company's payment cycles, processing times and other factors. Company shall have no obligation to pay Counterparty any amounts stated on an invoice other than a Correct Invoice. In the event that the Counterparty is registered as a micro or small enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the Counterparty shall notify the Company of such registration as on the Effective Date or the date on which such registration is obtained, whichever is later.

Taxes, Customs Fees and Import/Export Duties. The Compensation is inclusive of all applicable employment-related, consumer, use and other similar taxes (except for GST), levies, duties, fees, and assessments which are legally enacted on or before the Effective Date, whether or not then in effect. Counterparty, not Company, shall be responsible for any and all taxes on any and all income Counterparty receives from Company under this Agreement. Counterparty shall list as separate line items any GST amounts which Counterparty seeks to pass through to Company under this Agreement including without limitation amounts which Counterparty may be charged by its Representatives and in-turn seek to pass through to Company. Counterparty shall pass on the benefits of any exemption or any concessional tax of rates/duties applicable on or incurred in the course of providing the Goods and/or Services, including the GST or the customs duties. Counterparty shall maintain a transparent GST and customs duties recovery and verification process and, upon Company's request made from time-to-time, will permit Company to review and comment on that process and Counterparty will consider in good faith all comments provided by Company. Counterparty represents and warrants to the Company that: (i) Counterparty is compliant with the GST laws, (ii) Counterparty shall pay to the relevant government authorities the applicable GST in accordance with the applicable GST laws, (iii) issue GST compliant Correct Invoices, (iv) file returns reporting the Goods and/ or Services and the Correct Invoices, and (v) undertake all steps necessary to allow the Company to avail input tax credit of the GST charged. Counterparty shall hold the Company indemnified and harmless against loss or denial of input tax credit that is attributable to the Counterparty's non-compliance with the GST laws.

4.7 Withholding Tax by Company. In the event that Company reasonably determines that applicable laws, codes, or regulations require Company or its Affiliates to pay or withhold taxes with respect to any Compensation, Company and, as applicable, its Affiliates are permitted to withhold such taxes from the Compensation. If Company or its Affiliates pay or withhold taxes with respect to any Compensation, upon Counterparty's reasonable request, Company will cooperate with Counterparty in Counterparty's efforts to claim an exemption of taxes, obtain a refund of taxes withheld, or obtain a credit with respect to such taxes paid.

In the event that Company or any governmental authority retroactively determines that any payment made by Company to Counterparty pursuant to this Agreement should have been subject to withholding (or to additional withholding) taxes, and Company remits such withholding tax to the appropriate governmental authority, Company will have the right to offset such amount (including any interest and penalties that may be imposed thereon), against future payment obligations of Company to Counterparty or its Affiliates; provided however, that if no further payments or insufficient further payments are available against which offset may be pursued, Company may pursue reimbursement by any remedy (at law or in equity) available to it and Counterparty shall, upon demand from Company, promptly reimburse Company for any such amounts.

5. AUDITS

5.1 General. Upon request from Company made from time to time, Counterparty will cooperate with Company and its Representatives (whether in a virtual, remote, or in-person setting as indicated by Company) (i) in any Company-initiated investigations or Company-initiated inquiries related to the performance hereunder or subject matter related hereto (including without limitation research or evaluations), or general compliance-related inquiries for which Counterparty or its Representatives may have relevant information and (ii) to verify Counterparty's and its Representatives' compliance with Counterparty's obligations, representations and warranties set forth in this Agreement (including without limitation compliance with Applicable Laws and, if defined hereunder, Company Requirements) and to investigate concerns raised regarding performance. Without limiting the foregoing, this cooperation may

include interviews with one or more of Counterparty's Representatives and providing documents related to performance.

5.2 Records Retention and Access. Counterparty shall maintain complete and correct Records relating to the performance of its material obligations hereunder. "**Records**" means any form of recorded information (whether paper, electronic or other media) made or received evidencing performance of or compliance with (or nonperformance or noncompliance, as the case may be) the Agreement, Supplemental Documents, or Services including without limitation recorded information in files, notes, books, accounts, invoices, payments, laboratory notebooks, emails, text or instant messages, voice messages, records related to standard operating procedures, system validation, time expended, tests performed, and materials procured by Counterparty in performing Services. Except to the extent expressly provided otherwise in this Agreement (including in any agreement supporting the performance or receipt of the Services (e.g., a quality agreement or safety requirements)), Counterparty shall maintain Records for a minimum period (i) of 7 years from the expiration or termination of this Agreement, or (ii) prescribed under Applicable Laws, whichever is longer. Notwithstanding the foregoing, Counterparty shall, at Company's direction, return, destroy or permanently delete any and all Records that are or are otherwise comprised of Company's Confidential Information as provided in the Article entitled Confidentiality of this Agreement. Counterparty shall, in a prompt, safe and convenient manner, make available to Company and Company's Representatives at reasonable times and by reasonable methods (e.g., virtually, remotely, or in-person) Records for copy, review, audit and other business purposes and, as applicable, places during this period. Company shall, and shall require its Representatives to, maintain as confidential any Counterparty Confidential Information contained in Records consistent with Company's confidentiality obligations in this Agreement. If, as a result of any review or audit undertaken by or on behalf of Company, Company determines that Counterparty has overcharged Company under this Agreement, then Company may notify Counterparty of the amount of such overcharge and Counterparty shall (in addition to any and all other remedies that may be available to Company) promptly pay to Company the amount of the overcharge. If any such review or audit reveals an overcharge to Company of 5% or more in the aggregate under this Agreement and Supplemental Documents, Counterparty shall (in addition to any and all other remedies that may be available to Company) reimburse Company for the cost of such inspection or audit.

5.3 Performance and Facilities Audits. Company and its Representatives shall have the right during normal business hours and after reasonable advanced notice to conduct reasonable audits (including without limitation, virtual or remote audits, at Company's sole discretion) of the activities of Counterparty related to the Services and Counterparty's performance thereof. Company shall and shall require its Representatives to maintain as confidential any Counterparty Confidential Information disclosed to Company or otherwise obtained by Company during such audits consistent with Company's confidentiality obligations in this Agreement. At no additional cost to Company, Counterparty shall cooperate with any audit conducted hereunder and make available to Company or its Representatives for examination and duplication all documentation, data and information relating to the Services provided hereunder. Counterparty shall permit Company and its Representatives to inspect (whether virtually, remotely or in-person, at Company's sole discretion) (i) the facilities where any Services are or will be performed, (ii) any equipment used or involved in the conduct of the Services, (iii) any Records and source documents, and (iv) other relevant information necessary to determine whether the Services are being conducted in conformance with this Agreement and Applicable Laws.

5.4 Access and Storage Requirements for Company-Related Files. Without limiting Counterparty's obligations set forth elsewhere in the Agreement, Counterparty shall comply with the following terms and conditions related to access to and storage of all Company-Related Files (as such term is defined herein) if Counterparty accesses or stores Company-Related Files as part of Counterparty's obligations under this Agreement.

5.4.1 Company-Approved Environment. Except as expressly set forth otherwise below, Counterparty shall access and maintain all Company-Related Files through and within a Company-approved system or work environment, or a Company-approved official project site ("**Company-Approved Environment**"). Subject to Company's prior written approval, Counterparty may, based upon a showing of compelling need, download or otherwise make available Company-Related Files essential to performance of the Services to

or on Counterparty's system, provided, however, that Counterparty shall (i) maintain and utilize such Company-Related Files only on or within a Company-Approved Environment on Counterparty's systems and (ii) notwithstanding anything herein to the contrary, return to Company, destroy or permanently delete, at Company's direction, any and all Company-Related Files that are or are otherwise comprised of Company's Confidential Information as provided in Section 9 (Confidentiality) of this Agreement.

5.4.2 Company-Related Files. The term "**Company-Related Files**" shall mean Data Extracts, Company Documents and Counterparty Project Documents, as such terms are defined below. For the avoidance of doubt, Company-Related Files include Company Materials and are deemed Company's Confidential Information.

(i) Data Extracts. The term "**Data Extracts**" shall mean any compilation or collection of Company's Confidential Information, in any form, that is derived or procured from Company sources, including but not limited to sales and goals extracts, marketing data, log files from a Company system, sample data related to the provision of Services identified in an Order, Company employee or contract worker data, or patient data and information. Notwithstanding anything herein to the contrary, Counterparty shall access and maintain Data Extracts through and within a Company-Approved Environment only on Company-managed systems. Without limiting Counterparty's obligations under this Agreement (including without limitation Counterparty's obligations with respect to Personal Information, if applicable, and Company's Confidential Information), Counterparty shall, throughout the period that Counterparty stores or accesses Data Extracts, only implement those processes regarding access, storage and destruction of such Data Extracts that are documented and have been agreed to by Company's and Counterparty's respective data privacy and security teams.

(ii) Company Documents. The term "**Company Documents**" shall mean, collectively, all documents, information, and materials of any kind created by or on behalf of Company, including but not limited to system documents, marketing documents, and code base, that are provided or otherwise made available to Counterparty by or on behalf of Company in connection with Counterparty's performance of the Services and its obligations hereunder. Notwithstanding anything herein to the contrary, Counterparty shall access and maintain Company Documents through and within a Company-Approved Environment only on Company-managed systems.

(iii) Counterparty Project Documents. The term "**Counterparty Project Documents**" shall mean all documents, information, and materials of any kind created by Counterparty or Counterparty Representatives for Company in connection with the performance of the Services, including but not limited to Deliverables such as readouts, excel analyses, project plans, kick-off decks, and interim versions or drafts of any of the above. For the avoidance of doubt, Data Extracts incorporated into or otherwise used to create Counterparty Project Documents shall not be deemed Counterparty Project Documents.

(iv) Counterparty Documents. Counterparty shall maintain all documents, information, and materials of any kind created by Counterparty for internal use in connection with Counterparty's performance of the Services identified in an Order ("**Counterparty Documents**") on Counterparty's system. Counterparty Documents include but are not limited to Counterparty RFP responses, Counterparty's internal planning and pricing, and Counterparty's industry trends and benchmarking reports. For clarity, Counterparty Documents excludes any Company Confidential Information, including without limitation any documents, information, or materials of any kind that contain or make reference to Company's Confidential Information.

5.4.3 Reporting. Upon Company's written request, Counterparty shall promptly submit a report to Company documenting Counterparty's compliance with the obligations of this Section, including but not limited to those obligations relating to data access, data maintenance and controls, data deletion, and restricted document retention. The report shall also include information regarding trainings, including onboarding and refresher trainings, provided to Counterparty Representatives related to the obligations described in this Section.

6. SUBCONTRACTORS AND REPRESENTATIVES

6.1 Responsibility for Representatives. Counterparty shall properly supervise, direct and control Counterparty's Representatives (including without limitation inspecting Subcontractors' performance for defects and deficiencies). Counterparty shall be responsible for (i) all conduct, actions and omissions of Counterparty's Representatives, including Counterparty's Affiliates and their respective Representatives, (ii) compliance by each of Counterparty's Representatives, including Counterparty's Affiliates and their respective Representatives with the requirements of this Agreement to at least the extent that Counterparty would be responsible if it were performing directly, and (iii) management and coordination of the performance of all Counterparty's Representatives, including Counterparty's Affiliates and their respective Representatives. Any breach of the terms or conditions of this Agreement by any Counterparty Representative, including Counterparty's Affiliate or their respective Representatives shall be deemed a direct breach by Counterparty of such terms or conditions.

6.2 Use of Subcontractors. Except to the extent approved in writing in advance by Company or to the extent expressly provided otherwise in the Order, Counterparty shall not have the right to subcontract all or any portion of Counterparty's performance obligations under this Agreement. Any performance by a Subcontractor in connection with this Agreement shall be pursuant to an appropriate written agreement between Counterparty and such Subcontractor containing obligations consistent with the requirements of this Agreement. Any such subcontract agreement, together with such other relevant information as reasonably requested by Company, shall be submitted to Company upon Company's request.

6.3 Notice of Subcontractor Breach. Counterparty shall provide Company with prompt written notice of all actual or potential disputes with Subcontractors, including, without limitation, breaches, defaults, insolvencies, defects in Subcontractor's Goods or Services, and work stoppages.

6.4 Labor. Counterparty shall be responsible for any labor interruptions (including without limitation labor interruptions due to picketing, hand-billing, boycotts or strikes) arising out of or related to its or its Representatives' acts or omissions.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall begin on the Effective Date and terminate pursuant to its terms.

7.2 Company's Right to Terminate. Company shall have the right to terminate for convenience in whole or in part this Agreement and any order, purchase order, statement of work, scope of work, or other document that is to be governed by this Agreement that includes performance and payment terms (each a "**Supplemental Document**" (for clarity, if "**Order**" is defined in this Agreement, Supplemental Document includes Orders)) upon no less than 30 days' prior written notice to Counterparty; such notice shall specify the date and extent of termination. Without limiting Company's other rights or remedies (under contract, equity, tort, Applicable Laws or otherwise), Company shall have the right to terminate in whole or in part this Agreement and any Supplemental Document immediately and with no penalty or other consequences upon written notice to Counterparty (i) for failure of Counterparty to materially comply with the terms and conditions of this Agreement or Supplemental Document, (ii) as otherwise provided in this Agreement or the applicable Supplemental Document, (iii) for breach of Applicable Laws, or (iv) fraud, gross negligence or wilful misconduct. In the event of any termination for cause by Company as aforesaid, Company reserves all of Company's rights and remedies available at law or equity.

7.3 Counterparty's Right to Terminate. Counterparty shall have the right to suspend performance of Services under this Agreement in the event Company fails to pay a Correct Invoice within 60 days after receipt of notice of such failure from Counterparty ("**Payment Default Notification**"). Counterparty shall have the right to terminate the Order that is the subject of a Payment Default Notification in the event Company fails to cure such payment default within 60 days after receipt of the Payment Default Notification.

7.4 Obligations Upon Termination. Within 30 days after the effective date of a termination hereunder of the Agreement or any Supplemental Document, Counterparty shall submit to Company a final Correct Invoice identifying any amounts Company may owe with respect to Counterparty's performance thereunder which performance was properly performed prior to the effective date of termination, and Company shall pay undisputed amounts that are properly due and owing, subject to and in accordance with the terms of this Agreement. With respect to the termination, unless directed otherwise by Company, Counterparty shall (i) preserve, as applicable, and turn over to Company all Company materials, results, Confidential Information, and deliverables (including Company Materials, and Deliverables, if defined hereunder), whether in finished or work in progress form, in the possession or control of Counterparty or any of its Representatives, (ii) cooperate with Company in the orderly wind-down of activities, (iii) cooperate with Company or its designee(s) in the orderly transfer of activities and Company materials related to the terminated Services to Company or its designee(s), and (iv) cease incurring costs and shall take all reasonable actions to mitigate damages and costs incurred by reason of such termination. If applicable, upon expiration or earlier termination of this Agreement or a Supplemental Document, Counterparty will promptly reimburse to Company any portion of amounts paid by or on behalf of Company to Counterparty under this Agreement or Supplemental Document that, at the time of expiration or termination thereof, were unearned, not expended, or not otherwise irrevocably obligated to a third party.

8. PROPRIETARY RIGHTS

8.1 Ownership of Company Materials. Counterparty shall, and shall cause its Representatives to, promptly and fully disclose to Company all Company Materials. Counterparty acknowledges and agrees that all right, title and interest in and to any Company Material, shall vest with and shall be the sole property of Company whether the Services to be performed are completed or not. To the extent any Company Material does not vest with the Company as aforesaid, under contract or Applicable Law, Counterparty hereby assigns to Company, for no further consideration, all of Counterparty's right, title and interest in the Company Material, on an exclusive, royalty-free, worldwide and perpetual basis. To the extent that any Company Material is incapable of being assigned as aforesaid, Counterparty hereby grants to the Company a worldwide, royalty-free and perpetual license, on an exclusive and sub-licensable basis. Notwithstanding anything to the contrary contained in the (Indian) Copyright Act, 1957, the rights granted herein to the Company shall not lapse, and the Company Material shall not revert to the Counterparty, regardless of whether the Company exercises its rights within 1 year of assignment or not, to the extent that the Company Material relates to copyrightable material. Counterparty shall ensure that, at no cost to Company, all of Counterparty's Representatives that contribute to any Company Materials have agreed in advance in writing that all right, title and interest in such contributions is assigned to Company or Counterparty, and that Counterparty's Representatives waive any droit moral or similar rights to object to modifications, adjustments or additions to their contributions.

8.2 Use of Company Materials. Company, its Affiliates and their respective Representatives may use Company Materials, in whole, in part or in modified form, for any purpose without restriction and without further compensation to Counterparty. Counterparty or Counterparty's Representatives shall not use Company Materials for any purposes other than as expressly set forth herein and to fulfill Counterparty's obligations hereunder.

8.3 Transfer of Company Materials. Counterparty shall make all necessary disclosures, execute, acknowledge and deliver all instruments and perform all acts necessary or desired by Company to effectuate the provisions regarding proprietary rights set forth herein.

8.4 Right to Use Deliverables. Unless otherwise agreed to in writing by Company, in the event and to the extent Counterparty Materials are, or Counterparty or its Representatives cause any intellectual property of a third party to be, incorporated into or required for the use of the Deliverables ("**Incorporated Materials**"), Counterparty agrees to grant, and hereby grants, to Company a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, transferrable, sublicensable (through multiple tiers), non-exclusive license under such Incorporated Materials to use, reproduce, display, perform, distribute, prepare derivative works of, and otherwise exploit all Deliverables.

8.5 No Implied Rights. Except as expressly set forth in this Agreement, Company shall not be deemed to have granted Counterparty or any Counterparty Representative (by implication, estoppel or otherwise) any right, title, license or other interest in or with respect to any Company Materials and Counterparty shall not be deemed to have granted Company (by implication, estoppel or otherwise) any right, title, license or other interest in or with respect to any Counterparty Materials.

9. CONFIDENTIALITY

9.1 Confidential Information. Company or its Representatives may disclose to Counterparty or its Representatives, orally or in writing, or Counterparty or its Representatives may otherwise obtain, through observation or otherwise, Confidential Information. Counterparty must, and must cause its Representatives to: (i) maintain the confidentiality of and prevent the unauthorized disclosure of Confidential Information except as expressly permitted hereunder; (ii) protect all Confidential Information from disclosure through the use, maintenance, compliance with and enforcement of commercially reasonable technological, physical, and administrative controls; (iii) restrict the use of Confidential Information to the intended purpose of this Agreement; (iv) not utilize or employ the Confidential Information of Company in any generative or other artificial intelligence algorithms, models, software, tools, technologies, or systems, including but not limited to, natural language processing, deep learning models, or machine learning, unless Company provides its express consent in writing; and (v) only disclose Confidential Information to Counterparty's Representatives to the extent necessary or required for performance of obligations hereunder, provided that, prior to such disclosure, Counterparty or Counterparty's Representative (as the case may be) has clearly and completely conveyed the requirements of this Section to Counterparty's Representatives and ensured such requirements are understood and followed. If requested by Company, Counterparty shall secure written commitments from Counterparty's Representatives evidencing their agreement to comply with the confidentiality requirements of this Agreement.

"Confidential Information" shall mean any and all information and materials of or regarding Company or its Affiliates or their respective licensees or collaborators disclosed by or on behalf of Company or its Affiliates or any of their respective Representatives, licensees or collaborators to Counterparty or any of Counterparty's Representatives, including without limitation trade secrets, existing and future products, designs, business plans, business opportunities, finances, research, development, know-how, any Company requirements (including Company Requirements (if defined hereunder)), research project and deliverables resulting from or in connection therewith (including Research Project and Deliverables (if such terms are defined hereunder)), materials owned or controlled by Company or its Affiliates (including Company Materials (if defined hereunder) and other business, operational or technical information, as well as Company's proprietary processes, techniques, practices, and strategies. As between Counterparty and Company, Company is the sole and exclusive owner of Confidential Information. To the extent third parties disclose to Counterparty or its Representatives any Confidential Information in furtherance of this Agreement or any Supplemental Document, the obligations set forth in this Section (Confidentiality) shall apply to the same extent as if Company had disclosed such Confidential Information directly to Counterparty or its Representatives. For purposes of this definition of Confidential Information, Deliverables does not include Counterparty Materials (if defined hereunder).

The obligations set forth in this Section shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of Counterparty or its Representatives or (ii) Counterparty or its Representatives possessed prior to the Effective Date without being subject to an obligation to keep such Confidential Information confidential. In the event Counterparty becomes legally compelled to disclose any Confidential Information, except to the extent prohibited by law, it shall promptly provide Company with notice thereof prior to any disclosure, shall use its best efforts to minimize the disclosure of any such Confidential Information, and shall cooperate with the Company should Company seek to obtain a protective order or other appropriate remedy.

Counterparty must return to Company or if instructed by Company, destroy all Confidential Information that was received in, or reduced to by Counterparty or is Representatives, tangible form, including without limitation all copies, translations, interpretations, derivative works and adaptations thereof, promptly upon request by Company.

The disclosure of Company's Confidential Information to Counterparty shall not result in any obligation by Company to grant Counterparty any rights in or to such Confidential Information.

10. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICE

10.1 Compliance with Applicable Laws and Company Requirements. Counterparty represents and warrants that it shall perform and shall cause Counterparty Representatives to perform its obligations under this Agreement in compliance with all Applicable Laws and Company Requirements.

10.2 Accepted Practice. Counterparty shall perform and shall cause Counterparty Representatives to perform its obligations in a professional, ethical and competent manner, using the degree of skill, diligence, prudence, timeliness, and foresight which would reasonably and ordinarily be expected from skilled and experienced professionals engaged in the provision of, and activities comprising, the Services ("**Accepted Practice**").

10.3 Export Control. With respect to all transactions pertaining to this Agreement, Counterparty shall, and shall cause its Representatives to, comply with all applicable export control laws and regulations, including U.S. Export Administration Regulations (collectively, "**Export Control Laws**").

10.4 Employment Law. Without limiting the generality of Counterparty's representation and warranty regarding performance in compliance with all Applicable Laws (including without limitation anti-discrimination laws and wage and hour laws) and Company Requirements, Counterparty shall be responsible for recruiting, interviewing, selecting, screening and, as the case may be, engaging or hiring all of its Representatives. The Counterparty shall conduct background checks on all Representatives who shall be performing the Services under this Agreement to ensure that such Representatives are fully capable of efficiently performing the Services. Counterparty agrees: (a) that it shall not (and shall ensure that no other subcontractor(s) shall) engage any labour/personnel less than 18 years of age in relation to the Services; and (b) it shall comply with, and shall be solely responsible for compliance with, the provisions of all Applicable Laws relating to labour and employment, including but not limited to the Employee State Insurance Act, 1948, the Employee Provident Funds Act, 1952, the Workmen's Compensation Act, 1923, the Minimum Wages and Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970, and all other Applicable Laws relating to employer contributions, discrimination, harassment, retaliation, termination, and payment of overtime or wages, 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 Counterparty shall ensure that the agreement entered into with its approved subcontractors shall contain in substance and form, a provision similar to this provision. The Company shall in no event and under no circumstances, be liable or responsible for any default by way of non-observance of the said laws or rules by the Counterparty or the subcontractors. Notwithstanding anything herein, the Counterparty shall indemnify the Company, on demand, for any claim arising due to violation of any Applicable Law, including those relating to labour and employment. Counterparty shall hire, train, promote, compensate, transfer and administer all employment practices and terms and conditions of employment in compliance with Applicable Law and without discrimination on the basis of race, religion, color, sex (including pregnancy, childbirth, or related medical conditions), sexual orientation, gender identity, age, national origin, physical or mental disability, genetic information or covered veteran status. Counterparty acknowledges that its Representatives are not employees of Company, that it is responsible for providing any payments, wages or other benefits to its Representatives who provide Services under this Agreement, that Counterparty will make all appropriate tax, social security, Medicare and other withholding deductions and payments, will provide and maintain valid worker's compensation insurance coverage in accordance with Applicable Law, will make all appropriate unemployment tax payments and, with respect to Counterparty's employees, will take any additional actions legally required to establish that they are Counterparty employees. Counterparty and Company are not joint employers for any purpose under this Agreement.

Counterparty acknowledges that U.S. Executive Orders and Laws, including but not limited to Executive Order 13224 (as amended) and P.L. 107-56, prohibit transactions with, and the provision of resources and

support to, individuals and organizations associated with terrorism. It is the legal responsibility of Counterparty to ensure compliance with these Executive Orders and Laws.

10.5 Inspections and Government Contact. To the extent that Counterparty is aware of meetings with or inspections by governmental authorities regarding or which could reasonably affect Counterparty's performance of Counterparty's obligations hereunder, Counterparty shall provide Company advance and timely notice of such. Counterparty shall provide Company with a reasonable opportunity in advance of submittal to comment on drafts of documents Counterparty is required to submit to governmental authorities pursuant to its obligations hereunder. Counterparty shall submit to Company copies of documents to be submitted to governmental authorities or insurance companies relating to Counterparty's obligations hereunder including without limitation reports of accidents or injuries occurring on Company's premises.

10.6 Gratuities. Counterparty and its Representatives (i) will not offer or give to Company or any of its Representatives gifts, entertainment, payments, loans or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment under any agreement with Company or its Representatives and (ii) will not use any funds to influence or attempt to influence any employee of the any government or government authority or public servant or political representative.

Disqualification, Denied and Excluded Persons. Counterparty shall at least once each calendar year during the Term conduct appropriate searches and inquiries to determine whether any of Counterparty's Representatives are the subject of a Denied Persons Process. Counterparty shall immediately notify Company upon its reasonable requests made from time-to-time, and upon Counterparty or Counterparty's Representative(s) becoming aware, of any inquiry concerning, or the commencement of any proceeding or disqualification that involves Counterparty or Counterparty's Representative(s) and a Denied Persons Process. Notice of or failure to provide such notice shall constitute a breach hereunder for which Company may terminate this Agreement immediately for default notwithstanding any right of Counterparty to cure.

10.7 Anti-Corruption. Counterparty represents, warrants and covenants, as of the Effective Date to and through the expiration or earlier termination of this Agreement, (i) that Counterparty, and, to the best of its knowledge, Counterparty's Representatives, owners, or other third parties acting for or on Counterparty's behalf (collectively, "**Extended Representatives**"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining business or any improper advantage in connection with this Agreement, or that would otherwise violate any Applicable Laws, rules and regulations concerning or relating to public or commercial bribery or corruption, including without limitation the (Indian) Prevention of Corruption Act, 1988 ("**Anti-Corruption Laws**") and (ii) that Counterparty's books, accounts, Records and invoices related to this Agreement or related to any work conducted for or on behalf of Company or its Affiliates are and will be complete and accurate. Without limiting other rights or remedies, Company has the right to terminate this Agreement or one or more Supplemental Documents immediately (a) if Counterparty or Extended Representatives fails to comply with the Anti-Corruption Laws or with this provision or (b) if Company has a good faith belief that Counterparty or Extended Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Company requires that Counterparty complete a compliance certification, without limiting other rights or remedies, Company may also terminate this Agreement immediately if Counterparty (1) fails to complete a compliance certification, (2) fails to complete it truthfully and accurately, or (3) fails to comply with the terms of that certification.

10.8 Economic Sanctions. Neither Counterparty nor its Representatives are: (i) listed on the Office of Foreign Assets Control's ("**OFAC**") "Specially Designated National and Blocked Person List" ("**SDN List**") otherwise subject to any sanction program administered by OFAC ("**U.S. Economic Sanctions**") or (ii) owned, controlled by or acting on behalf of, directly or indirectly, any person, entity, or government listed on the SDN List or otherwise subject to any U.S. Economic Sanction, or (iii) as applicable, is subject to any European Union economic or financial sanctions. Counterparty and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Company or its Affiliates that could potentially

violate applicable U.S. Economic Sanctions and, as applicable, any other country's economic and financial sanctions regime.

10.9 Anti-boycott Compliance. With respect to transactions pertaining to this Agreement, Counterparty and its Representatives will (i) comply with the anti-boycott laws and regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce and (ii) refrain from agreeing to engage in activities that amount to, or actually doing any of, the following (a) refusing to do business with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; (b) discriminating against other persons based on race, religion, sex, national origin or nationality; (c) furnishing information about business relationships with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; or (d) furnishing information about the race, religion, sex, or national origin of another person.

10.10 Disclosure Laws. Notwithstanding anything to the contrary in this Agreement, Counterparty acknowledges and agrees that (i) Company is permitted to publicly disclose information regarding this Agreement to comply with Applicable Laws (including without limitation the Physician Payment Sunshine Act (a provision of the Patient Protection and Affordable Care Act) and related requirements (collectively, "**Disclosure Laws**") and (ii) this information may include without limitation payments, or other transfers of value, made on behalf of or at the request of Company to physicians, teaching hospitals, healthcare professionals, healthcare institutions, and other Persons or entities that are the subject of the Disclosure Laws (each a "**Disclosure Subject**"). Counterparty agrees to promptly respond to, and cooperate with, reasonable requests of Company regarding collection of information regarding and compliance with Disclosure Laws. Counterparty shall collect and, no later than 30 days after each calendar quarter during the Term and no later than 30 days after the termination or expiration of the Agreement, submit in a format reasonably requested by Company the following information for each Disclosure Subject that, in connection with or as a result of performance of the Services, received payments or other transfers of value in the calendar year prior to the year in which such submittal is to be made hereunder: (a) the amounts, dates, and description of payments made to, or other transfers of value to, each Disclosure Subject; (b) the name, address, specialty(ies), and, if applicable, National Provider Identifier number of each Disclosure Subject; and (c) a description of the Goods or Services provided by each Disclosure Subject in return for such payments or transfers of value.

10.11 Manufacture and Content of Goods. Counterparty shall not use, and shall not allow to be used, any (i) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten ("**Initial Conflict Minerals**") that originated in the Democratic Republic of Congo ("**DRC**") or an adjoining country, or (ii) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 ("**Additional Conflict Minerals**", and together with the Initial Conflict Minerals, "**Conflict Minerals**"), in the production of the Goods. Notwithstanding the foregoing, if Counterparty or its Representatives uses, or determines that it or its Representatives have used, a Conflict Mineral in the production of the Goods, Counterparty shall promptly notify Company in writing, which notice shall contain a description of the use of the Conflict Mineral including without limitation whether the Conflict Mineral appears in any amount in the Goods (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Upon Company's request, Counterparty must promptly provide information that demonstrates to Company's reasonable satisfaction that it undertook a reasonable country of origin inquiry and due diligence process with respect to the preparation of the aforementioned certificate of origin. Upon Company's reasonable requests made from time to time, Counterparty will reasonably cooperate with Company to enable Company to comply with its disclosure and reporting obligations with respect to the origin or content of, or manufacturing related to, the Goods (including without limitation with respect to Conflict Minerals) (such cooperation including without limitation assisting Company in conducting or validating "reasonable country-of-origin inquiry" and Counterparty or its Representatives completing and submitting to Company questionnaires or templates relating to the original of Conflict Minerals).

10.12 Covered Individuals and Entities. The following are defined terms used herein:

"**Covered Individuals and Entities**" (or, in the singular, "**Covered Individual and Entity**") shall mean 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" shall mean 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).

"Healthcare Institution" or **"HCI"** shall mean 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 Company or any of its Affiliates (each a **"Company Therapeutic Product"**).

"Healthcare Professional" or **"HCP"** shall mean any person licensed to prescribe Amgen products, as well as anyone working for a person licensed to prescribe a Company 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" shall mean 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" shall mean individuals or entities, including without limitation wholesalers, pharmacies, and group purchasing organizations, that purchase a Company 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.

In the event one or more Covered Individual and Entity contributes to or performs any of Counterparty's obligations hereunder, payments made by or on behalf of Counterparty to each such Covered Individual and Entity or other compensation or consideration received by each such Covered Individual and Entity on account of its contributions to or performance of any of Counterparty's obligations hereunder shall (i) comply with all Applicable Laws, (ii) represent fair market value, (iii) not be determined in a manner that takes into account the volume or value of any future business that might be generated between the Parties, and (iv) not be construed to require a Covered Individual or Entity to promote, purchase, prescribe, or otherwise recommend any Company products being marketed or under development. If Counterparty is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Counterparty shall notify Company of such and, after receipt of such notification or upon Counterparty becoming a Covered Individual and Entity, Counterparty agrees that Company shall have the right, upon notice to Counterparty and without further agreement or acknowledgement of Counterparty, to modify the terms of this Agreement as Company determines, in its reasonable discretion, is necessary or required to comply with Company's or, as applicable, one or more of its Affiliate's requirements for interactions with a Covered Individual and Entity (including without limitation conformance of the Compensation to fair market value and imposition of additional reporting or documentation obligations). Additionally and without limiting any other rights or remedies of Company, if on or after the Effective Date, Counterparty is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Company shall have the right to terminate this Agreement immediately or, in its sole discretion, suspend Counterparty's performance hereunder by notice to Counterparty, and Company shall not be liable to Counterparty for any costs,

expenses, or losses arising out of such termination or suspension. For purposes of this Section, "**owned, operated or controlled**" shall mean that one or more Covered Individual or Entities is in a position to direct or control the performance of Counterparty's obligations hereunder, or that one or more Covered Individuals or Entities is in a position to direct or control Counterparty's management or operations, including, without limitation, when a Covered Individual or Entity owns a majority of the voting power or other equity interests in Counterparty.

10.13 Counterparty Conduct. Company shall have the right, at any time, to terminate, in whole or in part, this Agreement or any Supplemental Document immediately upon written notice to Counterparty if, at any time during the Term of this Agreement, Counterparty and/or Counterparty's Representatives (i) is charged or indicted with any crime, (ii) is convicted or pleads guilty to any crime, (iii) if the Services include Select Services (defined below), makes any public statement or commits any public act disparaging of Company or Company's products, or (iv) acts or fails to act (or it becomes known during the Term that prior to the commencement of the Term, Counterparty and/or Counterparty's Representatives acted or failed to act) in a way that brings Counterparty, Counterparty's Representatives, Company or Company's products into public disrepute or ridicule, or which insults or offends community standards, or which might injure or reflect badly on Company or Company's products (and, for avoidance of doubt, termination pursuant to this Section shall be a termination for cause). In the event of any termination based on this Section, without limiting any other rights or remedies, (a) any amounts payable by Company hereunder shall be subject to reduction and offset for any damages caused to Company resulting from Counterparty's and/or Counterparty's Representatives' conduct that is contrary to this Section, (b) to the extent that Company pre-paid any amounts (e.g., paid for Services before they were rendered or completed, paid a retainer, or made a payment at the beginning of the year for the entire year) to Counterparty, Counterparty will promptly reimburse the applicable pro-rated amount to Company, and (c) (1) upon notice to Counterparty, Company may suspend Counterparty's performance of all or any part of the Services during Company's investigation of statements or acts of Counterparty that Company, acting in good faith, reasonably suspects could be of the nature set forth in subsections (iii) or (iv), above and (2) Company may demand that Counterparty, and if so demanded, Counterparty shall, cease making such statements or engaging in such conduct.

10.14 Business Continuity and Resilience. "**Business Continuity Programs**" means a program providing for all of the following: (i) an ongoing, continuous improvement program to identify and address the impacts of Business Interruption Incidents; (ii) establishing priorities for planning and recovering from each Business Interruption Incident; (iii) developing, maintaining and implementing recovery plans and strategies that adequately address each Business Interruption Incident; and (iv) identifying and training personnel (personnel who will implement the plan) with expertise in incident and crisis management, business recovery, information systems, information technology, and disaster recovery. "**Business Interruption Incidents**" means and includes circumstances, events or other conditions (both natural or manmade) that are reasonably likely to or actually do contribute to or result in disruption to Counterparty's or its Representatives' ability to perform its obligations under the Agreement or any Order pursuant to the terms of the Agreement or applicable Order(s). Counterparty will participate in regular reviews of Business Continuity Programs conducted by Company.

In addition to and without limiting other obligations of Counterparty hereunder (e.g., any information security requirements), Counterparty will maintain expertise and measures to mitigate against, prepare for and, without limiting any specific times or services levels specified herein, within commercially reasonable response times and service levels, respond to and recover from Business Interruption Incidents. Counterparty will use expertise and methods including risk identification and management measures to mitigate the risk and impact from Business Interruption Incidents and these disciplines will include without limitation emergency management, crisis management, business continuity, disaster recovery, and information security. Counterparty will periodically complete a review of the completeness and effectiveness of its business continuity plan and revise the business continuity plan as reasonably necessary to address observations or shortcomings. Upon Company's request, Counterparty will submit to Company, in a format reasonably specified by Company, information regarding Counterparty's plans and resources for mitigating the impact on supply of Goods and/or Services of Business Interruption Incidents and Counterparty will discuss with and consider in good faith Company's requirements for and comments regarding such plans and resources.

Counterparty will promptly notify Company, but in no event later than 24 hours, after Counterparty or its Representative(s) discovers or becomes aware of or should have become aware of a Business Interruption Incident or does implement, or should have implemented, its business continuity plan. This notice must include at a minimum the following information: A description of the Business Interruption Incident and any actions taken or planned to be taken by Counterparty in response to the Business Interruption Incident; the name and contact information of Counterparty's point of contact; and any other information Company should be aware of to mitigate damage to Company or its Affiliates.

Upon reasonable request from Company, made from time to time, Counterparty will submit to Company documentation evidencing in reasonable detail Counterparty's and its Representatives' compliance with the requirements of this section and Counterparty will promptly consider in good faith any comments made by Company with respect thereto.

Without limiting other rights or remedies of Company or its Affiliates or Counterparty's other obligations or liabilities, during any period of time that Counterparty is unable to materially perform its obligations hereunder or provide the Services due to or arising out of an Business Interruption Incident plus any additional reasonable period of time to transition back to Counterparty's performance of all of the Services impacted by the Business Interruption Incident (each such period, an "**Interruption Event Downtime Period**"), Counterparty will reimburse Company all reasonable costs paid or payable by Company or its Affiliates to third parties that enable Company's and its Affiliates' receiving of substitute goods or services during the Interruption Event Downtime Period plus 15% ("**Business Continuity Reimbursement**"). In no event shall Company be required to pay Counterparty, or shall Counterparty be entitled to receive, any Compensation on account of Services that are impacted by the Business Interruption Incident that do not meet the requirements of this Agreement (including without limitation not meeting schedule or quality). During an Interruption Event Downtime Period, although Counterparty may be performing some of the Services, Company and its Affiliates may engage third parties to provide substitute goods or services that are redundant but reasonably necessary to ensure continuity of and mitigate impact to Company's or its Affiliates' business and this redundancy will not form the basis for reduction of the Business Continuity Reimbursement. The Business Continuity Reimbursement represents liquidated damages for loss of a bargain and is not a penalty.

10.15 Study Incidents. If Counterparty is performing Services in support of a Company-sponsored study ("**Study**"), then in addition to Counterparty's other obligations under this Agreement, Counterparty shall promptly without undue delay notify Company upon Counterparty's awareness of a Study Incident, as such term is defined herein. Additionally, Counterparty shall provide Company with all relevant information regarding the Study Incident and reasonably cooperate in Company's investigation of and Company's response to and/or communications with regulatory agencies regarding such Study Incident. For purposes hereof, the term "**Study Incident**" shall mean any actual or reasonably suspected issue, violation or breach that could affect to a significant degree the safety and rights of a Study participant or the reliability and robustness of any data generated in the applicable Study, including without limitation any breach of Applicable Laws, Good Clinical Practices and/or the Study protocol, as applicable.

11. REPRESENTATIONS AND WARRANTIES

11.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as follows:

(i) The person signing this Agreement on behalf of such Party has the power and authority to enter into this Agreement and to bind such Party.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the requisite action on the part of such Party.

(iii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein do not and shall not constitute (a) a material breach, conflict with or

default under any other agreement, whether written or oral, by which such Party or any of its material assets are bound or (b) an event that would, with notice or lapse of time, or both, constitute such a breach, conflict or default.

(iv) Each Party is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete its obligations hereunder.

11.2 Representations and Warranties of Counterparty. Counterparty represents and warrants to Company that the following representations and warranties are true, accurate and not misleading as of the Effective Date and shall continue to be true, accurate and not misleading throughout the term of this Agreement and any Supplemental Document:

(i) Counterparty and Counterparty's Representatives are fully and properly licensed, qualified, experienced, equipped, organized and financed to perform all of Counterparty's obligations hereunder.

(ii) Counterparty's performance and actions hereunder will meet the requirements of this Agreement and, if any, Supplemental Documents, conform with all applicable Specifications, and be free from material defects, errors and deficiencies; and, to the extent required hereunder, meets current Good Manufacturing Practices.

(iii) Counterparty has neither been wound up nor had any winding up petition or insolvency petition presented against it.

(iv) The execution and delivery of this Agreement by Counterparty including performance of its obligations hereunder shall not constitute or result in any breach of any term or condition under Applicable Laws, or any agreement, judgment, order or decree binding upon the Counterparty, or any of its constitutional documents.

(v) Persons performing Services on behalf of Counterparty or its Representatives do not appear on, and are not associated with, any name or entity on the most currently available (a) U.S. government's U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List or the U.S. Department of State Debarred parties List ("**Denied Persons Process**"), (b) as applicable, the European Commission Service for Foreign Policy Instruments consolidated list of persons, groups and entities subject to EU financial sanctions from the EU Financial Sanctions Database, or (c) sanction list(s) of any other applicable countries (e.g., Canada, Singapore) sanctions list(s).

(vi) The performance of Counterparty's obligations and each Deliverable or any part thereof, or the import, sale, distribution or the use thereof, do not and will not infringe any patent, copyright, trade secret or other proprietary right of any third party.

(vii) Counterparty has full right to transfer all Deliverables, and that there are no liens, claims or encumbrances of any kind whatsoever against any Deliverables.

(viii) To the extent Deliverables incorporate software, such Deliverables, and any parts thereof, shall be free from Viruses. "**Viruses**" shall mean (a) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations or (b) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a Virus.

(ix) If Counterparty is a health care entity, such as a hospital, pharmaceutical company, medical device manufacturer, or clinical laboratory or Covered Individuals or Entities will contribute to Counterparty's performance obligations hereunder, Counterparty represents and warrants that it has an operational healthcare compliance program ("**Counterparty's Compliance Program**") that: (a) governs all of Counterparty's Representatives; (b) is consistent with Applicable Laws; and (c) includes systems and

processes reasonably designed to protect the security, confidentiality, and integrity of Confidential Information in accordance with all Applicable Laws and contractual obligations. Counterparty operates in compliance with Counterparty's Compliance Program. Counterparty shall maintain and shall continue to operate in compliance with Counterparty's Compliance Program throughout the Term of this Agreement.

11.3 Remedies for Breach of Infringement Warranties. In the event of a Deliverable infringes any patent, copyright, trade secret or other proprietary right of any third party, without limiting Company's other rights or remedies hereunder, Counterparty, at its sole expense, shall timely undertake to procure for Company the right to continue such use of the infringing Deliverables. If such right cannot be timely procured, then Counterparty shall, at Counterparty's sole expense, (i) modify such infringing Deliverables to render them non-infringing, but functionally equivalent, as determined by Company in its sole discretion; (ii) substitute such infringing Deliverables with replacements that are non-infringing, but functionally equivalent, as determined by Company in its sole discretion; or (iii) if Counterparty using Counterparty's best efforts is unable to accomplish item (i) or (ii) above, refund to Company amounts actually paid by Company for the infringing Deliverables.

11.4 Term for Goods Warranties. Except as specifically set forth herein, any warranty corresponding to Counterparty's performance hereunder, or a portion thereof, including without limitation performance under its warranty obligations, shall continue for a period of the longer of (i) 18 months following completion of such performance and Company's written acceptance of such performance or (ii) for Counterparty's standard warranty period. Notwithstanding the foregoing, this term of warranties shall not limit the duration of any applicable third party warranties.

11.5 Remedies for Breach of Goods Warranties. If Company notifies Counterparty of any breach of warranty during the warranty period, Counterparty will, at Counterparty's cost, remedy the breach of warranty, or repair or replace the Goods that fail to comply with Counterparty's warranty. This Section sets forth the sole and exclusive warranties for Goods provided hereunder. EXCEPT FOR THOSE WARRANTIES OF THIRD PARTIES ASSIGNED TO COMPANY PURSUANT TO THE AGREEMENT, ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND ANY EXPRESS WARRANTIES GENERALLY GIVEN BY COUNTERPARTY WITH RESPECT TO THE APPLICABLE GOODS OR SERVICES, THE WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, OR ARISING FROM COURSE OF DEALING AND USAGE OF TRADE. Notwithstanding the foregoing, the parties acknowledge and agree that this Article shall not limit any other remedies available to Company under this Agreement (including without limitation remedies for personal injury, property damage, death, violation of Applicable Laws or infringement).

11.6 General Indemnification: Counterparty shall, to the fullest extent permitted by Applicable Law, indemnify, defend and hold harmless Company and Affiliate of Company and their respective directors, officers, employees, agents, successors and assigns ("**Indemnified Parties**"), on demand, from and against any and all third party suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines and expenses (including without limitation attorneys' fees and expenses, and costs of investigation, litigation, settlement, and judgment) ("**Claims**"), directly or indirectly arising out of or in connection with the acts or omissions of Counterparty or Counterparty's Representatives, or anyone for whose acts they may be responsible, including without limitation Claims arising out of or connected with (i) the actual or alleged breach of Counterparty's representations, warranties or covenants contained herein, or of Applicable Law; (ii) taxes including without limitation sales and use, GST, customs duties, import and export, value added, and business operating; (iii) employment-related issues including without limitation income tax withholding, employment taxes, employee benefits, employer contributions, actual or alleged violation of employment-related Applicable Laws including without limitation those regarding discrimination, harassment, retaliation, termination, and payment of overtime or wages; (iv) Provider's use of non-union labor in a manner that is inconsistent with Company's labor posture at the jobsite where services will be performed; (v) subcontractors', mechanics', suppliers' or other third party liens or claims for nonpayment to the extent Company has met its payment obligations to Provider hereunder; (vi) to the extent arising from Provider's or its Representatives' fraud,

negligence or misconduct, injury to or death of persons (including without limitation Provider's or Provider's Representatives' employees) and damage to or destruction of property.

12. RISK ALLOCATION

12.1 Reservation of Rights. Nothing in this Agreement is intended, or shall be interpreted, to limit or restrict rights or remedies available to either Party or its Affiliates at law, under common law, or statutory contribution, indemnity, or hold harmless obligations or liabilities, or limit such Party's or its Affiliates' ability to join the other Party to any third-party claim or action involving such Party or its Affiliates. Except with Company's prior written consent (not to be unreasonably withheld), Counterparty shall not confess judgment or settle, compromise or resolve any or all suits, actions, legal or administrative proceedings, claims, liens, and demands brought or maintained by one or more third parties (including for personal injury or death of Persons) arising out of or related to its or its Representatives' (i) breach of Counterparty's material representations, covenants or warranties contained herein or (ii) performance hereunder.

12.2 Attorney's Fees. The prevailing party in any litigation or arbitration arising out of or in connection with this Agreement, including enforcement or interpretation of this Agreement or tort claims, shall be entitled to, in addition to any other relief to which the prevailing party may be entitled, its reasonable attorneys' fees, and all other reasonable costs and expenses actually incurred by the prevailing party in connection with settling or resolving such dispute. The attorneys' fees which the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit or arbitration procedure on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This attorneys' fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

12.3 Waiver of Consequential Damages. Except for any liquidated damages set forth in this Agreement, neither Party nor its respective Affiliates shall be liable to the other Party or its respective Affiliates for its or their respective loss of profit or potential profit or for any incidental, indirect, special or consequential losses or damages arising from carrying out this Agreement, whether based on contract, tort, strict liability, negligence or other theory of law; provided, however, the foregoing waiver shall expressly exclude liabilities arising out of breach of confidentiality obligations set forth herein, fraud, willful misconduct, or gross negligence.

12.4 Insurance. Counterparty shall maintain, at its sole cost and expense, adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity and other obligations hereunder, as required by Applicable Laws, and consistent with Accepted Practice, with such coverage levels and types to include at a minimum and without limitation insurance required by Applicable Laws with respect to Counterparty's status as an employer, workers' compensation, comprehensive general liability, employer's liability, and automobile liability. Counterparty's insurance coverage must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of Counterparty's obligations hereunder. At Company's request, Counterparty must submit to Company a certificate of insurance evidencing the above coverages. Such obligations shall be in addition to and in no way be construed to limit the indemnification obligations set forth herein. Provider shall notify the Company at least 15 (Fifteen) days before any expiry, cancellation, non-renewal or modification of any policy and upon such notification, the Provider shall, within 7 (Seven) days thereafter, procure other insurance policy(ies) that are acceptable to the Company and similar in all respects to the policy(ies) about to be expired, cancelled or altered.

13. NOTICES

13.1 Notices. Unless otherwise agreed in writing by Company, all notices pursuant to this Agreement must be in writing, referencing this Agreement number, and delivered personally or sent by courier, certified mail (return receipt requested) addressed to the relevant Party(ies) at their respective addresses set forth in the Order. Either Party may specify a different address to receive notices by providing a notice in

accordance with this Section. Notices sent by courier or certified mail are effective upon receipt or 5 days after dispatch, whichever occurs first.

14. MISCELLANEOUS

14.1 Background Checks. In order to (i) receive a non-visitors access badge to Company's or its Affiliates' premises; (ii) drive Company-owned or leased vehicles or transport Company personnel; or (iii) access or use any Company Systems, Counterparty's Representatives must comply with Company's policies and procedures, which may require, among other things, (a) Counterparty first providing to Company a certification, in form and content specified by Company, of certain background information for such Counterparty's Representative and (b) such Representative first executing agreements or other documents, in form and content specified by Company, addressing among other things confidentiality, proprietary rights, adherence to Company policies, legal rights and remedies between such Representative and Company and its Affiliates. Counterparty shall perform, or shall use an outside agency to perform, the background check and shall provide all notifications to Counterparty's Representatives required by Applicable Laws.

14.2 Contractual Relationship. Each Party is engaged in an independent business and not as an agent, employee, partner or joint employer of the other Party. The Parties acknowledge and agree that neither Party shall have responsibility or liability for treating the other Party's Representatives as employees for any purpose. Counterparty represents and warrants that it is an employer subject to, and shall comply with, and shall be solely responsible for compliance with, all Applicable Laws, including without limitation applicable wage and hour statutes, unemployment compensation statutes and occupational safety and health statutes, and shall be responsible for withholding and payment of any and all payroll taxes and contributions, including without limitation federal, state, provincial, commonwealth and local income taxes, contributions under national and state labour and employment laws including but not limited to provident fund, employees' state insurance, professional tax and gratuity and workers' compensation and disability insurance payments. Counterparty shall pay all statutory dues, charges, fees, national and local taxes, premium of laborers' insurance, transportation, employee state insurance, deposits for temporary water and electricity connections, water charges, electricity charges and equipment hire charges that may be applicable in relation to the Services. Counterparty shall be responsible for the acts, errors, omissions and conduct of any of Counterparty's Representatives. Counterparty acknowledges and agrees that Company shall have no responsibility or liability for treating Counterparty's Representatives as employees of Company for any purpose. Neither the Counterparty nor any of Counterparty's Representatives shall be eligible for coverage or to receive any benefit under any Company provided workers' compensation, employee plans or programs or employee compensation arrangement, including without limitation any and all medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance and any and all other such plans or benefits.

14.3 Modifications. Except to the extent expressly provided otherwise in this Agreement, no amendments or other modifications to this Agreement shall be binding unless in writing and signed by the Parties.

14.4 No Exclusivity. Nothing contained herein shall (i) obligate Company or any Company Affiliate to any exclusive relationship with Counterparty, (ii) restrict or preclude Company or any Company Affiliate from contracting with any competitor of Counterparty, or (iii) except to the extent expressly set forth in this Agreement or Supplemental Documents, obligate Company or any Company Affiliate to engage Counterparty.

14.5 Assignment. This Agreement may not be assigned or otherwise transferred by any Party without the prior written consent of the other Party; provided, however, that (i) Company may assign this Agreement and any Supplemental Document, in whole or in part, to any Affiliate, without the prior written consent of the Counterparty; and (ii) either Party may, without such consent, but upon prior written notice, assign its rights and obligations under this Agreement in connection with a merger, consolidation or sale of substantially all of the business to which this Agreement relates. Any purported assignment or transfer in

violation of this Section shall be void. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

14.6 Governing Law. This Agreement and all matters arising hereunder (including without limitation interpretation, enforcement, disputes, and claims) shall be governed by, and shall be construed and enforced in accordance with, the laws of India, excluding conflict of law rules.

14.7 Venue, Jurisdiction. With respect to any dispute arising out of, under, or in connection with this Agreement or the transactions contemplated hereby, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue of the Courts of Hyderabad, Telangana, India.

14.8 Publicity. Except for the purposes of performance hereunder, without Company's prior written consent, which may be withheld at Company's sole discretion, Counterparty and its Representatives shall not use (including without limitation use in any publicity, advertising, media release, public announcement or other public disclosure) (i) any name, acronym, symbol or other designation by which Company or its Affiliates or any of their respective human therapeutics, products or other materials is known or (ii) the names of any agent or employee of Company or its Affiliates (each a "**Prohibited Use**"). Counterparty shall immediately notify Company in each event of a Prohibited Use and, at Counterparty's sole cost and expense, without limiting Company's rights or remedies hereunder, Counterparty shall, and shall cause its Representatives, to immediately cease and desist each such Prohibited Use and take such other actions as requested by Company.

14.9 Data Processing. The administration and management of this Agreement may include Company's collection and processing of Counterparty's Representatives' personal information if needed to perform its obligations under this Agreement or by Applicable Law, including applicable regulatory guidance. Personal information includes non-sensitive information such as, but not limited to, name, contact details, field of expertise and the content of this Agreement. This information may be transferred to local regulatory authorities and therefore may become publicly available. This information may also be transferred to a third party for processing and/or processed and securely stored in countries outside of that in which it was collected, including non-EU/EEA countries. Regardless of the country where this information is processed, Company maintains and requires its processors to maintain appropriate administrative, technical and physical safeguards to protect the information. Transfer of personal information follow applicable laws and are subject to safeguards such as Company's Binding Corporate Rules (BCRs) or EU Standard Contractual Clauses in a form currently available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en. For more information on Amgen's BCRs, visit <http://www.amgen.com/bcr/>. Counterparty's Representatives may access, correct or request deletion of its personal information, subject to certain restrictions imposed by law, by contacting Company at privacy@amgen.com. Counterparty shall ensure that its Representative whose personal information is processed hereunder receives appropriate notice to allow for the disclosure, transfer or otherwise processing of personal information consistent with this Section.

14.10 Waiver. No action or inaction by either Party shall be construed as a waiver of such Party's rights under this Agreement or as provided by law. The failure or delay of any Party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

14.11 Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Laws. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

14.12 Survival. Counterparty's representations, warranties and obligations under any provisions set forth in this Agreement related to proprietary rights, infringement, confidentiality and publicity, governing law, any applicable safety reporting obligations related to Reportable Events (as defined in any applicable Safety

Requirements Appendix attached to this Agreement), and provisions which contemplate performance or observance subsequent to termination or expiration of this Agreement shall survive such expiration or termination.

14.13 Third-party Beneficiaries. Except as expressly provided for in this Agreement, (i) this Agreement is entered into solely between, and may be enforced only by, Company and Counterparty and (ii) this Agreement shall not be deemed to create any rights in third parties, including without limitation Subcontractors, or to create any obligations of a Party to any such third parties.

14.14 Remedies Cumulative. Unless otherwise expressly provided hereunder, no remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative, in addition to, and not in lieu of any other remedies available at law or in equity.

14.15 Headings. Article and Section headings are for reference purposes only and shall not be considered in the construing of this Agreement.

14.16 Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by Applicable Laws. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

14.17 Force Majeure. A Party shall not be liable for any delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood ("**Force Majeure Event**"); provided that a Party may not claim relief for a Force Majeure Event under this Section unless each of the following conditions has been satisfied: (i) the party claiming delay by Force Majeure Event (the "**Delayed Party**") is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other Party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (a) the passing of the Force Majeure Event or (b) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this Section. It is clarified that to the extent that any obligations are suspended or not performed hereunder by Counterparty as a result of a Force Majeure Event, the Company shall not be liable to pay any Compensation to such extent.

14.18 Construction. The Parties acknowledge that each Party is of equal bargaining strength, has actively participated in the preparation and negotiation of this Agreement. Each Party is entering into this Agreement on its own free will and is not acting under duress or coercion of any kind or nature whatsoever. Each Party has had the right and opportunity to consult with legal counsel of its choice in connection with this Agreement; and each Party has either done so, or has voluntarily declined to do so free from duress or coercion. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, any portion hereof, or any modifications hereto.

INFORMATION SECURITY REQUIREMENTS SCHEDULE

This Information Security Requirements Schedule ("**Information Security Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Information Security Schedule, the term "**Counterparty**" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Counterparty shall handle, treat, store, access (or limit access), and otherwise protect Company Confidential Information, including without limitation, any Personal Information, in accordance with the terms of this Information Security Schedule and the applicable laws and regulations governing the handling of related information in any jurisdiction of a competent authority.

1. INFORMATION SECURITY PROGRAM REQUIREMENTS STANDARDS

1.1 Counterparty shall implement, and warrants that it will implement throughout the Term of the Agreement, a documented information security program that is based on the current version of one or more of the following industry standard information security frameworks (each an "**Information Security Industry Standard**"):

(i) International Organization for Standardization ("**ISO**") / International Electrotechnical Commission ("**IEC**") ISO/IEC 27002 - *Information technology – Security techniques – Code of practice for information security controls*; or

(ii) American Institute of Certified Public Accountants ("**AICPA**") Trust Services Principles, Criteria and Illustrations; or

(iii) Information Security Forum ("**ISF**") Standards of Good Practice ("**SoGP**") for Information Security; or

(iv) National Institute of Standards and Technology ("**NIST**") Special Publication 800-53 - *Security and Privacy Controls for Federal Information Systems and Organizations*; or

(v) Information Systems Audit and Control Association ("**ISACA**") *Control Objectives for Information and related Technology* ("**COBIT**").

2. ACCESS TO ELECTRONIC INFORMATION SYSTEMS OR COMPANY'S CONFIDENTIAL INFORMATION

2.1 In the event Counterparty or its Representatives (or such similar term in the Agreement), including any Subcontractors, have access to Company's Electronic Information Systems ("**EIS**") or access to Company's Confidential Information that is collected, transferred, or stored by Company, Counterparty shall at all times implement Security (as such term is defined herein. For purposes of this Information Security Schedule, the term "**Security**" means Counterparty's technological, physical, administrative and procedural safeguards, including but not limited to policies, procedures, standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is, in whole or part, to protect the confidentiality, integrity or availability of information and data) satisfactory to Company to protect EIS and Company's Confidential Information.

2.2 Counterparty shall not utilize or employ Company's Confidential Information in any generative or other artificial intelligence algorithms, models, software, tools, technologies, or systems, including but not limited to, natural language processing, deep learning models, or machine learning, unless Company provides its express consent in writing.

3. SECURITY

3.1 Counterparty agrees that, commencing upon the date Counterparty is retained by Company to perform its obligations under the Agreement, and continuing as long as Counterparty controls, possesses, stores, transmits or processes Company's Confidential Information, Counterparty shall employ, maintain and enforce reasonable and appropriate Security designed to protect all Company Confidential Information from unauthorized use, alteration, access or disclosure, and unlawful destruction, and to protect the confidentiality, integrity and availability of such Company Confidential Information. Such Security shall include, but not be limited to, the following:

(i) To the extent Counterparty does not already employ one, Counterparty shall develop and maintain a reasonable and appropriate written data security policy that requires implementation of technological, physical, administrative and procedural controls to protect the confidentiality, integrity and availability of Company's Confidential Information that encompasses access, usage, retention, transport and destruction, and that provides for remediation and disciplinary action in the event of its violation;

(ii) Counterparty shall implement reasonable restrictions regarding physical and electronic access by Counterparty Representatives, including Counterparty employees and Subcontractors, who need access to Company's Confidential Information and EIS in order to perform Counterparty's obligations under the Agreement, including but not limited to physical access controls, secure user authentication protocols, secure access control methods (including privileged access), network security and intrusion prevention protection, malware protection, controls for patch management and updates, and use of industry standard encryption where appropriate or required by Applicable Laws (or such similar term in the Agreement);

(iii) Counterparty shall implement, in policy and via technological mechanisms, access controls for all handling of and access to Company Confidential Information and EIS based upon the principle of least access where each person or system handling the information is granted the minimum access to perform necessary functions and the default setting for access is no access. Without limiting the foregoing, Counterparty shall limit access to Company's Confidential Information and to EIS only to Counterparty's Representatives, including Subcontractors, who have a need for such access in order to perform Counterparty's obligations under the Agreement, which shall include without limitation (a) permitted access methods; (b) an authorization process for users' access and privileges; and (c) maintenance of a list of authorized users. Personnel who have Administrative Access to systems shall be restricted by additional privileged access controls that require rigorous oversight and restrictions, including, at a minimum, multi-factor authentication. "**Administrative Access**" shall be defined by policy and in implementation to include usage which permits the manipulation of the controls of the system, including management of other access controls;

(iv) Counterparty shall prevent terminated employees from accessing Company's Confidential Information by promptly without delay terminating their physical and electronic access to such information;

(v) Counterparty shall employ assessment, logging, monitoring and auditing procedures to ensure internal compliance with these safeguards;

(vi) Counterparty shall conduct an assessment of these safeguards at least annually;

(vii) Counterparty shall implement controls (a) for preserving any Company's Confidential Information and data and any information transmitted through EIS in accordance with Company's instructions and requests, including without limitation any retention schedules and/or litigation hold orders provided by Company to Counterparty, independent of where the information is stored and (b) at Company's sole discretion and pursuant to Company's written direction, either destroying Company's Confidential Information (such that the information is rendered unusable and unreadable) or returning Company's Confidential Information to Company in a format requested by Company and at Counterparty's expense, when it is no longer needed for Counterparty to perform its obligations under the Agreement.

Within 30 days' following termination of the Agreement (or any Order), Counterparty shall provide Company with written certification that all such information has been returned or deleted or both, as applicable;

(viii) Counterparty shall maintain all desktop and mobile applications, provided to Company, to be compatible with the latest operating system (OS) versions and patch levels;

(ix) Counterparty shall implement an organization-wide phishing education and testing program;

(x) Counterparty shall implement (or have a plan to implement) DMARC (Domain-based Message Authentication, Reporting & Conformance), for its sending email domain;

(xi) Counterparty shall employ the use of Multi-Factor Authentication (MFA) protection of both email and file storage for Company Confidential Information; and

(xii) Counterparty shall only transmit Company Confidential Information through email if it is protected by SMTPS (Simple Mail Transfer Protocol Secure) or other encryption as described in Section 5 below to protect against interception in transit.

3.2 If Counterparty has an independent auditor complete an assessment of Counterparty's Security in accordance with relevant industry standards (such as, by way of example, the Statement on Standards for Attestation Engagements No. 18 SOC type 2, type II or the International Standard for Assurance Engagements No. 3402), Counterparty shall promptly, upon Company's written requests made from time to time, provide Company with the results of such assessment(s). Company shall maintain such assessment(s) as confidential in accordance with Company's confidentiality obligations under the Agreement.

3.3 Without limiting any rights and remedies hereunder, Company shall have the right to audit and monitor Counterparty's compliance with the requirements of this Information Security Schedule. Upon reasonable notice to Counterparty, during the Term of the Agreement (and except as otherwise stated in this Information Security Schedule), Company (or any vendor selected by Company) may undertake an assessment and audit of Counterparty's Security and Counterparty's compliance with this Information Security Schedule and all Applicable Laws as relevant to Counterparty's actions related to Company Confidential Information in connection with this Agreement. Company shall have the right to revoke or limit Counterparty's access to Company's Confidential Information or to EIS at any time for any reason. In addition to its other obligations hereunder, upon Company's request, Counterparty shall immediately return to Company any hardware and software provided to Counterparty by or on behalf of Company.

4. INFORMATION SECURITY INCIDENT MANAGEMENT

4.1 Counterparty shall establish and implement access and activity audit and logging procedures, including without limitation access attempts and privileged access. Counterparty shall develop and implement documented Incident response planning and notification to monitor, react to, notify and investigate any Incident. For purposes of this Schedule, the term "**Incident**" shall mean any actual or reasonably suspected: (i) unauthorized use, including but not limited to alteration, disclosure, monitoring, viewing, copying, removal, or theft of or access to Company's Confidential Information managed or controlled by or otherwise in the possession of Counterparty or one or more of its Representatives; (ii) accidental or unlawful destruction of Company's Confidential Information managed or controlled by or otherwise in the possession of Counterparty or one or more of its Representatives; or (iii) loss of Company's Confidential Information controlled by or in the possession of Counterparty or one or more of its Representatives, or (iv) if applicable, unauthorized access of Company Confidential Information or the Counterparty's systems used in performance of Counterparty's obligations under the Agreement, including without limitation, any of the foregoing described in (i) – (iv) caused by or resulting from a failure, lack, or inadequacy of security measures of Counterparty or one or more of its Representatives. Notwithstanding anything herein to the contrary, Incidents do not include potential perimeter network reconnaissance and

scanning by threat sources, such as pings or port scans. Without limiting Company's rights or remedies hereunder or as otherwise provided in the Agreement, and in addition to Counterparty's indemnification obligations contained therein, (i) Company shall have the right to terminate the Agreement, in whole or in part, immediately upon written notice to Counterparty in the event of any Incident and (ii) Counterparty shall reimburse Company for all damages, losses, fines, penalties, and reasonable internal and external costs and expenses incurred by Company in connection with an Incident, including without limitation such costs and expenses incurred in investigating, remediating, and otherwise responding to any Incident; for notifications and credit or identity monitoring, call center and other related services to individuals or other third parties affected by such Incident; and for reporting to any governmental or regulatory authorities and addressing any follow-up requests or investigations by such authorities.

4.2 Without limiting Counterparty's obligations regarding Company's Confidential Information, with respect to each Incident, Counterparty shall:

(i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis of the Incident, informing Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Counterparty shall consider in good faith all comments that Company provides with respect to the investigation, remedial actions or schedule;

(ii) take all necessary actions to prevent, contain, and mitigate the impact;

(iii) without limiting any other notification obligations under the Agreement, provide notice to Company promptly by electronic mail at csoc@amgen.com ("**Incident Notice**"), but in no event later than twenty-four (24) hours, after Counterparty or its Representatives discovered or became aware of an Incident. The Incident Notice shall contain at a minimum the following information: (a) description of the Incident, including information related to what (if any) Company Confidential Information or applications, was the subject of or affected by the Incident; (b) actions taken by the Counterparty to remediate the Incident and any countermeasures implemented by Counterparty to prevent future Incidents; (c) the name and contact information of the Counterparty's staff member that can act as a liaison between Company and Counterparty; and (d) any other relevant information (including indicators of compromise) that can help Company protect itself from the Incident;

(iv) collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact;

(v) at Company's request, or as required by Applicable Laws and/or relevant industry standards, provide notice in a manner and format reasonably specified by Company to governmental authorities and/or affected individuals;

(vi) provide Company with (a) weekly written status reports concerning mitigation and remediation activities and (b) any documents and information reasonably requested by and relevant to Company;

(vii) at Company's request, reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Incidents and Counterparty's compliance with Applicable Laws and/or relevant industry standards; and

(viii) reasonably cooperate with Company in the event that Company notifies third parties of the Incident.

5. ENCRYPTION

5.1 Counterparty shall encrypt all Company Confidential Information at rest or in transit between Counterparty and Company, between Counterparty systems and repositories used in Counterparty's performance of its obligations under the Agreement, and between Counterparty and all third parties (including Counterparty's Representatives). Encryption must utilize, encryption consistent with NIST Special Publication 800-175b or superseding guidance and such other encryption standards as the US Secretary of Health and Human Services formally publish, from time to time, as being adequate to render data unusable, unreadable, or indecipherable.

PRIVACY AND DATA PROTECTION SCHEDULE

This Privacy and Data Protection Schedule ("**Privacy Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Privacy and Data Protection Schedule, the term "**Counterparty**" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement or the Information Security Schedule (as defined below).

1. DEFINITIONS

1.1 "**EU Data Protection Laws**" means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR), together with any national implementing laws in any Member State of the European Union or, to the extent applicable, in any other country, including without limitation the United Kingdom with the UK-GDPR and the Data Protection Act as well as Switzerland with the Federal Data Protection Act, as amended, repealed, consolidated or replaced from time to time.

1.2 "**European Personal Data**" means Personal Information Processed by the Counterparty that originates from or is Processed in a member country of the European Economic Area ("**EEA**"), Switzerland, the United Kingdom or another jurisdiction with data protection laws that rely on, are similar to or based on EU Data Protection Laws. "**United Kingdom Personal Data**" means the subset of European Personal Data that originates from or is Processed in the United Kingdom. "**Swiss Personal Data**" means the subset of European Personal Data that originates from or is Processed in Switzerland.

1.3 "**Personal Information**" means any information that relates to, describes or is capable of associated with or linked to an individual, by direct or indirect means, including without limitation classes, categories and other types of information that may identify an individual as specified by Privacy Laws, that is provided to Counterparty by or on behalf of Company or its Affiliates or is obtained by Counterparty or its Representatives in connection with Counterparty's or its Representatives' performance obligations hereunder.

1.4 "**Privacy Incidents**" means any actual or reasonably suspected: (i) unauthorized access to or theft of Personal Information; (ii) unauthorized use of Personal Information by a person with authorized access to such Personal Information for purposes of actual or reasonably suspected theft, fraud or identity theft; (iii) unauthorized disclosure or alteration of Personal Information; (iv) accidental or unlawful destruction of Personal Information; or (v) loss of Personal Information.

1.5 "**Privacy Laws**" means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of the applicable jurisdiction, including without limitation all EU Data Protection Laws and the (Indian) Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, any Applicable Law related to data privacy and data protection that may be enacted after the Effective Date, and all data breach notification and information security laws and regulations specific thereto.

1.6 "**Process**" or "**Processing**" (or any variation thereof) means any operation or set of operations that is performed on Personal Information or sets of Personal Information, whether or not by automatic means, including, without limitation, viewing, accessing, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure retention, dissemination or otherwise making available, alignment or combination, blocking, and erasure or destruction.

1.7 "**Standard Contractual Clauses**" means the model contract clauses that have been "pre-approved" and published (and may be amended from time to time) by the European Commission and, in

the case of Processing activities outside of the United Kingdom, the Information Commissioner's Office, and in case of Processing activities outside of Switzerland, the Federal Data Protection and Information Commissioner, to ensure appropriate data protection safeguards for Processing activities, including without limitation, data transfers of European Personal Data from the European Union (EU) to third countries. Standard Contractual Clauses are incorporated herein by reference. For purposes of this Privacy Schedule, Standard Contractual Clauses include the supplemental and modified provisions of the SCC Appendix, attached hereto and incorporated herein by reference. The SCC Appendix shall apply when European Personal Data is transferred or otherwise Processed as described in this Privacy Schedule.

2. PROCESSING OF PERSONAL INFORMATION

2.1 Application of Privacy Schedule. Counterparty covenants and agrees to comply with the terms and conditions of this Privacy Schedule if Counterparty Processes Personal Information on behalf of Company.

2.2 Obligations of Counterparty. Without limiting Counterparty's obligations set forth elsewhere in this Privacy Schedule and in the Agreement (including without limitation obligations of confidentiality), Counterparty shall: (i) act in accordance with Company's written instructions in the Processing of Personal Information and comply with the requirements of all applicable Privacy Laws; (ii) only Process Personal Information for purposes of performing its obligations under the Agreement and as further set forth herein; and (iii) provide access to Personal Information to its Representatives only to the extent reasonably necessary for performing its obligations under the Agreement; provided, that prior to providing Counterparty's Representatives with such access, Counterparty (a) has clearly and completely conveyed the requirements of this Privacy Schedule to its Representatives and ensured such requirements are understood and followed and (b) has entered into binding agreements with Counterparty's Representatives that include confidentiality and privacy obligations that are substantively similar to, and no less than, those imposed on Counterparty under the Agreement and this Privacy Schedule. For the avoidance of doubt, Counterparty's Representatives include Counterparty's Subcontractors.

2.3 Processing of European Personal Data. Without limiting Counterparty's obligations elsewhere in this Privacy Schedule, to the extent Counterparty is Processing European Personal Data under the Agreement, Counterparty acknowledges and agrees that (a) Company is the "controller" (as defined in EU Data Protection Laws) of such European Personal Data and (b) Counterparty is a "processor" (as defined in EU Data Protection Laws), and except as expressly set forth otherwise herein, if and when Counterparty Processes such European Personal Data in jurisdictions outside of the EEA, such Processing will occur only in jurisdictions that have been deemed by the European Commission or by the relevant national data protection authorities to provide an adequate level of data protection ("**Adequate Jurisdiction**").

2.3.1 Incorporation of Standard Contractual Clauses. If European Personal Data is Processed by or on behalf of Counterparty outside of an Adequate Jurisdiction, then Company and Counterparty shall comply with the terms and conditions of the Standard Contractual Clauses (Module Two: Transfer controller to processor) as the data exporter and data importer, respectively, throughout the period that Counterparty Processes European Personal Data under the Agreement. For the avoidance of doubt, all references in the Standard Contractual Clauses to 'data exporter' shall refer and apply to Company; all references to 'data importer' shall refer and apply to Counterparty; and all references to "personal data" in the Standard Contractual Clauses shall refer to European Personal Data as defined herein.

(i) From time to time, Counterparty may develop, adopt and implement any alternative data transfer solutions promulgated and permitted by and under the EU Data Protection Laws for the Processing of European Personal Data outside of the EEA, Switzerland and the United Kingdom ("**International Transfer Solutions**") throughout the Term of the Agreement. To the extent not otherwise prohibited by EU Data Protection Laws, and if confirmed in writing by Amgen, the Standard Contractual Clauses shall immediately terminate upon Counterparty's notice to Amgen, and Amgen's approval of Counterparty's implementation of such International Transfer Solutions solely with respect to the European Personal Data Processed by or on behalf of Counterparty that are the subject of such International Transfer Solutions.

(ii) The Parties shall work in good faith to modify the terms of this Privacy Schedule as they relate to the Standard Contractual Clauses as soon as possible to the extent such modifications are required in order to implement, comply with or adhere to any changes to EU Data Protection Laws or Privacy Laws as they pertain to the Standard Contractual Clauses.

(iii) If Counterparty Processes United Kingdom Personal Data under the Agreement, the Standard Contractual Clauses as detailed in the SCC Appendix shall be further supplemented with the United Kingdom's International Data Transfer Addendum to the EU Standard Contractual Clauses, Version B1.0, in force 21 March 2022 (as the same may be amended from time to time, "**UK Addendum**"), which is attached hereto and shall be incorporated herein by reference. Notwithstanding anything in this Privacy Schedule to the contrary, where the Standard Contractual Clauses must be governed by the laws of the United Kingdom, the Standard Contractual Clauses shall be governed by and construed in accordance with the laws of England and Wales, to the extent required to satisfy such laws.

(iv) If Counterparty Processes Swiss Personal Data under the Agreement, the Standard Contractual Clauses as detailed in the SCC Appendix shall be further supplemented with the additional terms described in the "**Swiss Addendum**", which is attached hereto and shall be incorporated herein by reference.

2.3.2 Cooperation Obligation. Without limiting the foregoing, Counterparty shall cooperate with Company in any other efforts by Company to comply with all current and effective requirements of EU Data Protection Laws, all Privacy Laws, all national laws similar thereto and any guidance and decisions of a relevant advisory body (such as the European Data Protection Board), as it pertains to such activities related to Processing of European Personal Data, including but not limited to the preparation and execution of separate International Data Transfer Agreement with EU-approved Standard Contractual Clauses to the extent required by the European Commission or applicable Privacy Laws. Prior to Processing European Personal Data in connection with the Agreement, Counterparty shall promptly provide Company with a list of all Affiliates outside of an Adequate Jurisdiction that will Process such European Personal Data; Counterparty will maintain and update this list regularly.

2.4 Compliance with CCPA. Without limiting Counterparty's obligations set forth elsewhere in this Schedule, and to the extent Counterparty and its Representatives Process Personal Information subject to California Civil Code Sections 1798.100 – 1798.199 et seq. ("**CCPA**") or other jurisdictions with laws that rely on, are similar to or based on the CCPA, including without limitation, Virginia and Colorado, Counterparty certifies that it shall comply with the following obligations: (i) Counterparty shall not "sell" (as defined in the CCPA or such similar law, as applicable) such Personal Information; (ii) Counterparty shall not Process Personal Information for any purpose other than to perform the Services or as otherwise permitted by the CCPA or such similar law, as applicable; and (iii) Counterparty shall not Process Personal Information outside of the business purpose (as defined in the CCPA or such similar law, as applicable) between Counterparty and Company.

3. SAFEGUARDS AND CONTROLS

3.1 Without limiting Counterparty's other obligations under the Agreement, Counterparty shall implement, maintain and enforce Security in accordance with the terms and conditions of the Agreement and/or Information Security Requirements Schedule ("**Information Security Schedule**"), as applicable, to ensure the confidentiality, integrity or availability of Personal Information and to protect Personal Information from Privacy Incidents throughout the period that Counterparty and/or its Representatives Process Personal Information. For the avoidance of doubt, nothing herein limits Counterparty's obligations under the Agreement and/or the Information Security Schedule, as applicable, regarding Confidential Information. In addition to the requirements under the Agreement and/or Information Security Schedule, Security shall, without limitation, be current and consistent with all Privacy Laws and relevant industry standards.

4. COMPANY ASSESSMENT, AUDIT RIGHTS AND INFORMATION MAINTENANCE

4.1 Without limiting Company's audit rights under the Agreement, Company or its designee may, upon reasonable notice, undertake an assessment and audit of Counterparty's compliance with this Privacy Schedule, including without limitation an audit of Counterparty's Security in the event of: (i) any Privacy Incident; (ii) any adverse assessment or audit of Security; or (iii) Company discovers or suspects that Counterparty and/or any of its Representatives may not be complying with the terms of this Privacy Schedule. Counterparty shall, and shall cause its Representatives to, cooperate with Company in the conduct of any such audits.

4.2 Counterparty shall collect and record information, and maintain logs, audit trails, records and reports concerning (i) its compliance with Privacy Laws and/or relevant industry standards, (ii) Privacy Incidents, (iii) its Processing of Personal Information, and (iv) the accessing and use of Counterparty's computer systems.

4.3 Without limiting Counterparty's obligations elsewhere in this Privacy Schedule, Counterparty shall cooperate with Company's requests for information reasonably necessary to: (i) demonstrate compliance with the requirements set forth in this Privacy Schedule, (ii) support Company's cooperation or consultations with, or responses to any inquiries, requests, or demands (including, but not limited to any subpoena or other discovery requests, or court order) of any governmental authorities including without limitation a national data protection authority, and (iii) support Company in conducting a privacy impact assessment of the Processing activities subject to this Agreement.

5. PRIVACY INCIDENTS

5.1 Counterparty shall train all of Counterparty's Representatives that Process Personal Information to recognize and respond to Privacy Incidents. In the event of a Privacy Incident, Counterparty shall comply with all obligations in the information Security Schedule related to Incidents except that Counterparty shall also provide notice to Company promptly by electronic mail at privacy@amgen.com, and csoc@amgen.com but in no event later than 24 hours, after Counterparty or its Representatives discovered or became aware of a Privacy Incident. All other terms and conditions in the Information Security Schedule related to Incidents shall apply mutatis mutandis to Privacy Incidents. Without limiting the foregoing, Counterparty shall reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Privacy Incidents, which may include facilitating the delivery of notice of any Privacy Incidents (in a manner and format specified by Company) on Company's behalf and at Company's discretion to: (i) individuals whose Personal Information was or may have reasonably been exposed, (ii) governmental authorities, and/or (iii) the media.

6. PRESERVATION, DESTRUCTION AND RETURN OF PERSONAL INFORMATION

6.1 Independent of where Personal Information is stored, in accordance with Company's instructions and requests (including without limitation retention schedules and litigation hold orders), Counterparty shall preserve Personal Information that is or has been Processed. Upon the earlier of (i) expiration or termination of the Agreement or (ii) completion of the Processing of Personal Information, Counterparty shall, at Company's option, either (a) ensure Personal Information is destroyed and rendered unusable and unreadable or (b) return Personal Information to Company or its designee in a format reasonably requested by Company.

7. DATA SUBJECT ACCESS REQUESTS

7.1 Counterparty shall cooperate with Company in responding to any requests by individuals whom exercise rights under applicable Privacy Laws, including without limitation, requests for access or correction to, or blocking, destruction or data portability of, Personal Information in Counterparty's or its Representatives' custody (each, an "**Access Request**") and such cooperation shall include without

limitation, providing Company, within 2 business days after Company's request, with either copies of or access to such Personal Information in the format in which it is maintained in the ordinary course of business). Without limiting the foregoing, in the event that Counterparty or one or more of its Representatives receives an Access Request directly from an individual whose Personal Information is being Processed by or on behalf of Counterparty in connection with the Services, Counterparty shall immediately (but in no event later than 2 business days after receiving such request) notify Company of such request by electronic mail at privacy@amgen.com and follow Company's reasonable instructions in connection therewith.

SCC APPENDIX

1. ANNEXES

1.1 Annex I. The Standard Contractual Clauses (Module 2 C2P) are hereby supplemented with the following information to be incorporated as Annex I to the Standard Contractual Clauses. All references to the "**Agreement**" herein shall refer to the transactional contract between the data exporter and data importer pursuant to which, as part of its obligations thereunder, the data importer Processes European Personal Data.

1.1.1 "A. LIST OF PARTIES"

(i) **Data exporter:**

(a) The Name of the data exporter shall be the party identified as the Company in the preamble of the Agreement.

(b) The Address of the data exporter shall be the address of the Company described in the notice provision of the Agreement.

(c) The Contact person's name, position and contact details shall be: Chief Privacy Officer, privacy@amgen.com.

(d) The Activities relevant to the data transferred under these Clauses shall be the activities of the Company under the Agreement as a controller of the European Personal Data being Processed by Counterparty.

(e) Signature and date: This Annex will be deemed signed and dated by Company's representative's signature on the Agreement.

(f) The Role of the data exporter is controller.

(ii) **Data importer:**

(a) The Name of the data importer shall be the party identified as the Counterparty in the preamble of the Agreement.

(b) The Address of the data importer shall be the address of the Counterparty described in the notice provision of the Agreement.

(c) The Contact person's name, position and contact details for the data importer shall be: Counterparty's data privacy office or as otherwise identified in Counterparty's privacy policy published on Counterparty's publicly available website.

(d) The Activities relevant to the data transferred under these Clauses shall be the activities of the Counterparty under the Agreement as a processor of the European Personal Data.

(e) Signature and date: This Annex will be deemed signed and dated by Counterparty's representative's signature on the Agreement.

(f) The Role of the data importer is processor.

1.1.2 "B. DESCRIPTION OF TRANSFER"

(i) *Categories of data subject whose personal data is transferred:* The individuals of whom Personal Information comprised of European Personal Data is Processed by or on behalf of the Counterparty in performance of the Services.

(ii) *Categories of personal data transferred:* The European Personal Data provided, transferred or delivered to or otherwise accessed by or on behalf of Counterparty for Processing in connection with performance of the Services.

(iii) *The frequency of the transfer:* As necessary for Counterparty's provision of the Services and performance of its obligations under the Agreement.

(iv) *Nature of the processing:* The nature of the processing activity will be that as necessary for Counterparty's provision of the Services and performance of its obligations under the Agreement.

(v) *Purpose(s) of the data transfer and further processing:* Counterparty will Process European Personal Data in accordance with the terms of the Agreement and this Privacy Schedule for the purpose of performing the Services, or as otherwise compelled by Applicable Laws, including without limitation EU Data Protection Laws.

(vi) *The period for which the personal data will be retained:* The term of the Agreement, plus the period from expiration or earlier termination of the Agreement until the return or deletion of all European Personal Data by Counterparty in accordance with the Privacy Schedule or, as applicable, EU Data Protection Laws.

1.1.3 "C. COMPETENT SUPERVISORY AUTHORITY"

(i) The Competent Supervisory Authority is Autoriteit Persoonsgegevens for EU Personal Data, the Swiss Federal Data Protection and Information Commissioner (FDPIC) for Swiss Personal Data.

(ii) The Competent Supervisory Authority is the Information Commissioner for United Kingdom Personal Data.

1.2 Annex II. The Standard Contractual Clauses are hereby supplemented with the following information to be incorporated as Annex II (TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA) to the Standard Contractual Clauses: "Data importer's technical and organisational measures to ensure an appropriate level of security with respect to its processing of personal data are described in the Information Security Requirements Schedule, attached to the Agreement."

1.3 Annex III (List of Sub-processors). The controller has authorised the use of Counterparty's Representatives, including any Subcontractors, as such terms are defined in the Agreement to act as Sub-processors to the extent such Representatives Process European Personal Data on Counterparty's behalf as part of Counterparty's performance of Services under the Agreement.

2. AMENDMENTS TO THE STANDARD CONTRACTUAL CLAUSES

2.1 Amendment to Clause 7 (Docking clause). Clause 7 of the Standard Contractual Clauses is amended by deleting in its entirety the term "Optional."

2.2 Amendment to Clause 9 (Use of subprocessors). Clause 9(a) of the Standard Contractual Clauses is amended as follows:

2.2.1 For purposes of the Standard Contractual Clauses, the Parties agree to the terms and conditions of OPTION 1: SPECIFIC PRIOR AUTHORISATION, revised as follows: "The data importer shall not subcontract any of its processing activities performed on behalf of the data exporter under these Clauses to a

sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least 30 days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date."

2.2.2 The paragraph entitled, "OPTION 2: GENERAL WRITTEN AUTHORISATION" is hereby deleted in its entirety.

2.3 Amendment to Clause 11 (Redress). Clause 11 (Redress) of the Standard Contractual Clauses is amended by deleting in its entirety the optional wording identified as "[OPTION]" in Clause 11(a).

2.4 Amendment to Clause 13 (Supervision). Clause 13 (Supervision) of the Standard Contractual Clauses is amended by deleting and restating subsection (a) in its entirety as follows: "The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority. For Switzerland the competent supervisory authority is the Federal Data Protection and Information Commissioner."

2.5 Amendment to Clause 17 (Governing Law). Clause 17 of the Standard Contractual Clauses is amended and restated in its entirety as follows: "These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the Netherlands; provided, however, with respect to United Kingdom Personal Data, these Clauses are governed by the laws of England and Wales."

2.6 Amendment to Clause 18 (Choice of forum and jurisdiction). Clause 18(b) of the Standard Contractual Clauses is amended and restated in its entirety as follows: "(b) The Parties agree that those shall be the courts of the Netherlands. Notwithstanding anything herein to the contrary, with respect to United Kingdom Personal Data, any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the United Kingdom. The Parties agree to submit themselves to the jurisdiction of such courts."

2.7 Amendment to Clause 6 (Description of transfer(s)). Clause 6 of the Standard Contractual Clauses is amended for Personal Data originating or being processed in Switzerland as to include data of legal entities until the entry into force of the revised Swiss Federal Data Protection Act later in 2022.

UK ADDENDUM

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

1. Where the data exporter transfers United Kingdom Personal Data under the Agreement, the data exporter and data importer hereby execute the European Commission's Standard Contractual Clauses pursuant to the Privacy Schedule and the SCC Appendix hereinabove, as further supplemented by this UK Addendum. To the extent the UK Addendum contradicts the terms of this SCC Appendix, the UK Addendum shall prevail. The UK Addendum shall include the following details:

1.1 Part 1: Tables

1.1.1 Table 1: Parties

(i) The Trading Name of the data exporter shall be the same as the Name of the data exporter identified in the Agreement. The Official Registration Number of the data exporter, if any, shall be the Official Registration Number of the data exporter identified in the Agreement, as displayed on the applicable public register of companies.

(ii) The Trading Name of the data importer shall be the same as the Name of the data importer identified in the Agreement. The Official Registration Number of the data importer, if any, shall be the Official Registration Number of the data importer identified in the Agreement, as displayed on the applicable public register of companies.

(iii) In Table 1: (a) the Start date shall be the Effective Date of the Agreement, or if the Agreement is being amended to incorporate the UK Addendum, then the Effective Date of such amendment; (b) the Parties' details and Key contact information shall be the information provided in Section 1.1.1 of this SCC Appendix; and (c) the Signatures shall be the Parties' signatures on the Agreement, or if the Agreement is being amended to incorporate the UK Addendum, then the signatures on such amendment.

1.1.2 Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs		<input type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or <input checked="" type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
2	Module Two	Per Section 2.1 of the SCC Appendix	Per Section 2.3 of the SCC Appendix	Per Section 2.2 of the SCC Appendix	Thirty (30) days	N/A

1.1.3 Table 3: Appendix Information

(i) "**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this UK Addendum is set out in:

- (a) Annex 1A: List of Parties: See Section 1.1.1 of SCC Appendix;
- (b) Annex 1B: Description of Transfer: See Section 1.1.2 of SCC Appendix;
- (c) Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Section 1.2 of SCC Appendix; and
- (d) Annex III: List of Sub processors (Modules 2 and 3 only): See Section 1.3 of SCC Appendix.

1.1.4 Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
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SWISS ADDENDUM

Where the data exporter transfers Swiss Personal Data under the Agreement, the data exporter and data importer hereby execute the European Commission's Standard Contractual Clauses pursuant to the Privacy Schedule and the SCC Appendix hereinabove, as further supplemented by terms and conditions of this Swiss Addendum.

1. Pursuant to the Swiss Federal Data Protection and Information Commissioner's guidance of 27 August 2021, "The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts," the Parties agree to adopt the GDPR standard for data transfers subject to the Swiss Federal Act on Data Protection and for data transfers subject to the GDPR (Case Two, Option Two).
2. Applicable law for purposes of Clause 17 and place of jurisdiction for purposes of Clause 18(b) shall be as provided in Sections 2.5 and 2.6, respectively, of the SCC Appendix.
3. The term "member state" in the European Commission's Standard Contractual Clauses must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).
4. The European Commission's Standard Contractual Clauses shall be interpreted to protect the data of legal entities until the entry into force of the revised version of 25 September 2020 of the Swiss Federal Act on Data Protection.

SOFTWARE REQUIREMENTS SCHEDULE

This Software Requirements Schedule ("**Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. DEFINITIONS

1.1 "**Software**" shall mean the software programs provided hereunder, including without limitation the firmware, object code, source code and media, in machine readable and printed form, and any improvement, addition, modification or new version thereof.

2. APPLICATION AND SOFTWARE SECURITY

2.1 In addition to Counterparty's other obligations under the Agreement, including without limitation, Counterparty's confidentiality and security obligations, Counterparty shall maximize the security of Software according to the terms of this Schedule.

2.1.1 Counterparty will, at no additional cost to Company, develop secure Software via a Secure By Design approach. For purposes of this Schedule "**Secure By Design**" means that the Software minimizes security flaws based upon security principles and practices that include:

(i) Validate Input - Counterparty will consider all input to be malicious and validate it before processing.

(ii) Sanitize/Encode Output - Counterparty will ensure that all data sent to other systems must be sanitized before being passed on to other systems.

(iii) Default Deny - Access is based on permission, not exclusion; thus, only users with permission should be granted access to a system.

(iv) Fail Securely - An exception must follow the same path as disallowing the action.

(v) Maintain Separation of Duties - Permission is not granted based upon a single condition.

(vi) Verify all user authentication and authorization – Counterparty shall ensure that security control mechanisms are implemented to authenticate the identity of the user. After the user is authenticated, the security control mechanism must also ensure that the user's access rights to the data must be limited to only the user's authorized access level.

(vii) Least Privilege - Every process should execute with the least set of privileges necessary to complete the job. Any elevated permission should be held for a minimum time.

(viii) Secure the weakest link.

(ix) Secure defaults – Counterparty shall ensure that any unneeded services and accounts are disabled.

(x) Keep attack surface area to a minimum.

(xi) Require system access validation when request is initiated by an external system – Counterparty shall treat all external systems and data as hostile and validate all access and inputs.

2.1.2 Prior to implementing Software releases, including new Software features and functionalities, and (i) at least once each calendar year thereafter or (ii) more frequently as reasonably requested by Company or when additional security risks or vulnerabilities are identified by OWASP or SANS (defined below), Counterparty shall have a Third Party Security Assessment Company (defined below) conduct an application security assessment review to identify within the Software (including all releases and functionalities thereof) common security flaws in the architecture or design and security vulnerabilities, including without limitation those security flaws and vulnerabilities as identified by the industry-recognized standards (each a "**Security Assessment**"). Such industry-recognized standards include without limitation, Open Web Application Security Project (OWASP) Top 10 (the most recent edition, but in no event earlier than the 2017 edition) and SysAdmin, Audit, Networking, and Security Institute (SANS) Top 25 software security risks. A "**Third Party Security Assessment Company**" means an independent third party, agreed to in writing by Company, specializing and having expertise in software security testing and assessments similar to the Security Assessments. Within 2 days' after completion of each Security Assessment, Counterparty shall submit to Company in writing Counterparty's complete and detailed description of all actions Counterparty will undertake to remediate all vulnerabilities identified in each Security Assessment that are rated at medium or higher according to Common Vulnerability Scoring System ([CVSS](#)) v3.0 severity >= 4.1. Counterparty shall remediate all such vulnerabilities prior to the release of new versions of the Software to production environments and, for any version of the Software that is then currently in production, within 7 days of (a) completion of a Security Assessment, (b) Counterparty receiving a request from Company, or (c) any actual or reasonably suspected security vulnerability, including without limitation those security flaws and vulnerabilities as identified by industry-recognized standards.

2.1.3 Counterparty shall maintain all developed artifacts (including version history) in a secure private code version system, ensure no part of the Software code is made public (including without limitation not hosted on public code repositories), and upon Company's reasonable request, surrender developed code to Company at the end of Software development for maintenance and holding with Company's code repository which Company will make available to Counterparty upon commencement of Software development.

2.1.4 Each Security Assessment shall include without limitation: (i) An architectural risk analysis/threat model; (ii) Code review - Static Application Security Testing (SAST) - of the Software and Services; (iii) Open source libraries and component management; (iv) Open source security validation; (v) Software Bill of Materials (SBOM) supplied in Software Package Data Exchange (SPDX) or CycloneDX file format; and (vi) Penetration test of the Software.

2.1.5 Counterparty represents and warrants to Company, and will verify, that, as of the Effective Date of the Agreement and throughout the Term of the Agreement, all Counterparty Representatives who contribute to the development or maintenance of the Software have been trained in application security fundamentals and secure coding and programming techniques prior to Counterparty Representatives engaging in development of Software.

MARKET AND CUSTOMER RESEARCH SCHEDULE

This Market and Customer Research Schedule supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Market and Customer Research Schedule, the term "**Counterparty**" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates. Any and all defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Counterparty shall comply with the terms and conditions of this Market and Customer Research Schedule to the extent Counterparty's performance hereunder includes any activity involving Market Research, defined herein. "**Market Research**" is an activity involving the active, Company-controlled collection of primary data or information directly from a defined audience of interest for which Company has a legitimate business or scientific need, and it involves actively recruiting participants (as opposed to passive collection of information (e.g., social media monitoring, including questions on a website tied to viewing of promotional or disease state information)).

1. Counterparty shall prohibit any Covered Individual and Entity, to participate in any portion of the Services that includes Market Research until the Covered Individual and Entity has executed an agreement with Counterparty ("**Participant Agreement**") that complies with the following requirements: (i) the Participant Agreement must set forth the compensation to be paid to any such Covered Individual and Entity; (ii) if applicable, the Participant Agreement must address the issues raised by non-anonymous Market Research, Market Research conducted over the Internet or in other formats, adverse event and product complaint reporting, or Market Research involving individually identifiable health information as defined in HIPAA or similar applicable privacy and data protection laws (for purposes of this Market and Customer Research Schedule, hereafter referred to as "**IIHI**"); and (iii) the Participant Agreement must be executed when the Covered Individual or Entity or any of its personnel arrives at the location of an in-person research project, or on-line prior to completing any Internet-based survey.
2. Counterparty shall not make payment to any participant in Market Research until such participant has signed the Counterparty's Participant Agreement, if applicable, and satisfactorily performed its obligations related to the Market Research.
3. Counterparty shall conduct the research project consistent with ESOMAR or other applicable foreign country codes of conduct, specifically electronic equipment (taping, recording, photographing) and one-way viewing rooms may be used only with the full knowledge of the Market Research participants.
4. Counterparty shall not identify Company or any of its affiliates as the sponsor of any Market Research, unless otherwise consented to by Company. Except for Market Research which may require Company's representatives to present material or stimuli (e.g., a mock core visual aid demonstration), Counterparty and its Representatives will not permit any Company field sales representatives to attend any interviews or focus groups conducted as part of any Market Research. Additionally, Counterparty shall not allow direct engagement or interaction between market research participants and any Company representatives, regardless of their role and/or organizational alignment.
5. Counterparty will abide by the restrictions on the use and disclosure of IIHI found in (i) HIPAA, (ii) the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, and (iii) any and all applicable domestic and foreign laws, regulations, rules and industry standards related to consumer protection or the collection, storage, handling, processing and transfer of IIHI.
6. Counterparty will provide patient level information to Company (i) in a format that is aggregated and de-identified in compliance with the de-identification standards set forth in applicable privacy and data protection laws, including the HIPAA regulations (45 C.F.R. § 164.514), so that Company is unable to

identify individual patients or (ii) pursuant to a valid, signed authorization in compliance with the standards set forth in the HIPAA regulations (45 C.F.R. § 164.508) or applicable privacy and data protection laws, which authorization and any modifications thereto shall permit (a) disclosures from Counterparty to Company or its agents and representatives of the individual's IIHI as required by and in accordance with the Services and (b) Company's use of such IIHI for, at a minimum, the purposes of the project(s) being performed hereunder, including for the purpose of monitoring the accuracy and completeness of the research data.

7. Counterparty shall not use any materials as a stimulus for participants during the research project, including but not limited to, marketing materials, prescribing information, discussions guides, surveys, screening criteria or other materials of a similar nature ("**Project Materials**"), unless the Project Materials have received written approval from the Company for that particular research project.

8. To the extent the Services require Counterparty to ask physicians to recruit participants for Market Research, Counterparty shall ensure that such patient recruitment is conducted in a manner consistent with clauses (5) and (6) of this Section.

9. With respect to adverse event and product complaint reporting, Counterparty shall conduct Market Research in accordance with (i) Company's safety and adverse event and product complaint reporting policies and procedures (as each may be revised from time to time) that are applicable to Counterparty's performance or obligations hereunder and of which Counterparty is aware including without limitation Company's Corporate Adverse Event and Product Complaint Reporting Policy, Safety Requirements Appendix for Market Research (<http://amgensuppliers.amgen.com/market-research-safety-reporting-training/market-research-master-data.html>) and (ii) any and all safety and adverse event and product complaint reporting training provided to Counterparty by or on behalf of Company.

10. Counterparty shall ensure that no materials containing Confidential Information are left behind or otherwise provided to participants in Market Research; and, where Company consents to any such disclosure, Counterparty shall take all reasonable steps to protect such information as Company deems reasonably necessary, including requiring participants to execute confidentiality agreements acceptable to Company.

11. Counterparty's market investigators are members of, and adhere strictly to a professional code of ethics, under, the Society of Competitive Intelligence Professionals and Counterparty's own code of conduct. Such code of ethics forbids breaching an employer's guidelines, breaking the law or misrepresenting oneself in the performance of its services. Counterparty shall perform the services contemplated hereunder according to such code of ethics. In the event that Company requires additional or more stringent restrictions, Counterparty shall subscribe to such restrictions in the performance of its Services. Counterparty shall not use unethical methods, which undermine trust, foster unhealthy competition, or pose unnecessary legal or public relations risks to Company. This, without limitation, includes engaging in acts which would qualify as economic espionage under the Economic Espionage Act of 1996, or which would violate any other federal or state laws applicable to obtaining information.