

PURCHASE ORDER TERMS

These purchase order terms and the purchase order (the “**Order**”), together with any and all attachments and appendices incorporated therein, issued by the Amgen entity (“**Company**”) to the seller (“**Provider**”) as identified on the Order (collectively, the “**Agreement**”) govern the purchase of the Goods and/or Services (each herein defined) described in such Order. As used herein, the term “**Party**” shall mean either Company or Provider, as the context requires, and the term “**Parties**” shall mean both Company and Provider. This Agreement sets forth the entire understanding between the Parties with respect to the Services; provided however, if the Parties are parties to another written agreement governing the purchase of the Services (“**Existing Agreement**”), the terms of such Existing Agreement shall prevail to the extent this Agreement conflicts with such Existing Agreement. Provider’s execution or commencement of performance hereunder constitutes Provider’s acceptance of this Agreement. Except as otherwise set forth herein (including without limitation with respect to an Existing Agreement), this Agreement (i) supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the provision of Services and (ii) shall prevail over any additional, inconsistent or conflicting terms of any purchase order, quotation, acknowledgment, confirmation or other document issued by Provider pertaining to the 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 unless and until signed by a duly authorized representative of Company. Any actions taken or not taken by Provider in anticipation of execution of this Agreement are taken at Provider’s sole risk and expense. Unless expressly specified otherwise, Company is not obligated to purchase any amount of Services from Provider and is not obligated to purchase Services exclusively from Provider. 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 Provider, this Agreement or any Good or Service to be provided hereunder. Applicable Laws includes without limitation Anti-Corruption 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, Provider’s obligations hereunder or through use of Company Confidential Information, including without limitation all patent, copyright, trademark, trade secret and other proprietary rights therein. Company Materials may include without limitation any or all of the following, whether finished or unfinished: 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 Materials shall not include Provider Materials.

“Company Requirements” shall mean without limitation (i) any of Company’s safety, security and compliance rules, programs and policies as applicable to Provider or Provider’s performance hereunder made available to Provider 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 Provider that are applicable to persons or entities conducting business with or for 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 Provider for performance of its obligations hereunder which may include Reimbursable Expenses.

“Deliverable” shall mean all tangible and intangible property provided or to be provided by Provider or Provider’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 Provider.

“Goods” shall mean tangible personal property to be supplied by Provider or Provider’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.

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

“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 Provider 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) Provider reasonably and properly incurs in performing its obligations hereunder; provided, however, such costs shall (a) with respect to travel, only include travel (I) that is more than 80 miles one-way from Provider’s office closest to where Provider’s obligations are to be performed, (II) by reasonable modes via least costly routes and economy classes of transportation, and (III) includes reasonable costs for meals and lodging incurred for travel directly in connection with Provider’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, Provider’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 Provider’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 Provider’s obligations hereunder.

1.2 Interpretation. Except where the context expressly requires otherwise, (a) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, (b) the word “will” shall be construed to have the same meaning and effect as the word “shall”, (c) the term “or” shall be interpreted in the inclusive sense commonly associated with the term “and/or”, (d) 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, (e) 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), (f) 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).

2. SHIPMENT, DELIVERY AND INSPECTION

2.1 Shipping Terms. Unless otherwise specified, Provider 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 Provider’s default, Company may retain or return any Goods received under this Agreement and without limiting Company’s other remedies, Provider 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. Provider 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, Provider 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 Provider as necessary. Company may inspect or test the Goods at all reasonable times or places prior to final acceptance and Provider shall provide access to or, as appropriate, samples of Goods to support such. Company's inspection or testing, or lack thereof, shall not relieve Provider of its obligation to furnish conforming Goods. Provider 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 Provider’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 Provider believes that the change is inequitable as to Compensation or schedule, Provider 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, Provider shall be deemed to have waived its right to make such request. Provider shall meet its obligations under this Agreement while such request is pending. Provider 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 Provider. Provider'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, Provider 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 Provider shall in no case exceed the compensation payable to Provider pursuant to this Agreement, as appropriately adjusted and without duplication of payment.

4. COMPENSATION AND PAYMENT

4.1 Compensation. In full consideration of the Provider's proper performance of the Services, Provider 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 specified in an applicable Order, Provider shall, once each 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 Provider during the prior calendar month ("**Invoice Month**"). Unless otherwise specified in an applicable Order Provider shall submit such invoice for payment to the following address, or such other address as Company may from time-to-time specify to Provider pursuant to this Agreement.

Email: accountspayablemailroom@amgen.com

or

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

Company may require that Provider 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. Provider shall include in each invoice all information reasonably requested by Company. Failure of Provider to submit any invoice within 120 days' after the due date (as required by this Agreement and the applicable Order) for any such invoice shall constitute a waiver and release by Provider 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 and the applicable Order.

Company's preferred method of invoicing is through the Ariba Network. If Provider has not done so as of the Effective Date, then, within 30 days' after the Effective Date, Provider 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. Provider acknowledges that Company may, from time-to-time, change (including automate) one or more processes for requesting, sending notifications, acknowledging receipt, and submitting invoices for Services 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, Provider 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 Provider 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 Provider, to access and retain copies of Provider's information included in any Supplier Network.

To the extent Order Placement/Invoicing/Payment Processes or Supplier Networks include or require the consent, and Provider so consents, to conduct transactions electronically, Provider 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 Disputes. If Company disputes any amount stated in an invoice, then Company will notify Provider in writing of the dispute and the basis therefor. Upon receipt of such notification, Provider shall submit a revised invoice stating only undisputed amounts. Upon resolution of disputed amounts, Provider 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 Provider such amounts in accordance with this Article. Payment by Company does not constitute acceptance of Provider's performance hereunder or any admission of liability.

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 Provider to Company from any amounts due or owing by Company to Provider 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 in the Order (the "**Contracted Currency**"). If the performance of Services by Provider 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. Company shall pay Provider within 60 days following Company's receipt of a Correct Invoice. Company shall have no obligation to pay Provider any amounts stated on an invoice other than a Correct Invoice.

4.7 Taxes, Customs Fees and Import/Export Duties. The Compensation is inclusive of all applicable employment-related, consumer, use and other similar taxes (except Value Added Tax and sales tax), levies, duties, fees, and assessments which are legally enacted on or before the Effective Date, whether or not then in effect. Provider, not Company, shall be responsible for any and all taxes on any and all income Provider receives from Company under this Agreement. Provider shall list as separate line items any Value Added Tax or sales tax amounts which Provider seeks to pass through to Company under this Agreement including without limitation amounts which Provider may be charged by its Representatives and in-turn seek to pass through to Company. Provider shall reasonably cooperate with Company in recovering any such Value Added Tax from the relevant tax authority(ies) and shall only pass through to Company any Value Added Tax for which, under applicable laws, codes, or regulations, Provider is not permitted to seek recovery from taxing authority(ies). Provider shall maintain a transparent VAT 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 Provider will consider in good faith all comments provided by Company.

4.8 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 and, upon Provider's request, will furnish Provider with proof of payment of such taxes. If Company or its Affiliates pay or withhold taxes with respect to any Compensation, upon Provider's reasonable request, Company will cooperate with Provider in Provider's efforts to claim an exemption of taxes, obtain a refund of taxes withheld, or obtain a credit with respect to such taxes paid. Regarding taxes withheld on account of U.S. applicable laws, codes, or regulations, in order for Provider to secure an exemption from, or a reduction in, any U.S. withholding taxes, Provider shall provide to Company a properly

executed IRS Form W-9 (in the case of a domestic recipient) or a properly executed IRS Form W-8 (in the case of a foreign recipient), as the case may be, for each type of payment to be made pursuant to the Agreement for which an exemption from, or a reduction in any, withholding taxes is claimed. Provider will provide such completed form(s) to Company within 10 days after the Effective Date of the Agreement (and, in any event, prior to payment of any amount due under the Agreement). In the event that such form(s) expires, or the form(s) previously furnished to Company is either incorrect, or does not apply to the type of payment to be made, due to a change in circumstances or otherwise, Provider shall timely furnish a new form(s) to Company prior to the payment of any such amounts in order to secure an exemption from, or a reduction in, any withholding taxes with respect to such payments.

In the event that Company or any governmental authority retroactively determines that any payment made by Company to Provider 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 Provider 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 Provider shall, upon demand from Company, promptly reimburse Company for any such amounts.

5. AUDITS

5.1 General. Upon reasonable request from Company made from time to time, Provider 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, the Services, or general compliance-related inquiries for which Provider or its Representatives may have relevant information and (ii) to verify Provider's and its Representatives' compliance with Provider's obligations, representations and warranties set forth in this Agreement (including without limitation compliance with Applicable Laws and Company Requirements) and to investigate concerns raised regarding performance. Without limiting the foregoing, this cooperation may include interviews with one or more of Provider's Representatives and providing documents related to performance.

5.2 Records Retention and Access. Provider 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, Orders, 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 Provider 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)) or Applicable Laws, Provider shall maintain Records for a period of no less than seven years after the expiration or earlier termination of this Agreement. Provider shall 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 Provider 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 Provider has overcharged Company under this Agreement, then Company may notify Provider of the amount of such overcharge and Provider 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 five percent (5%) or more under this Agreement, Provider 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 Provider related to the Services and Provider's performance thereof. Company shall and shall require its Representatives to maintain as confidential any Provider 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, Provider 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. Provider 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.

6. SUBCONTRACTORS AND REPRESENTATIVES

6.1 Responsibility for Representatives. Provider shall properly direct and control Provider's Representatives (including without limitation inspecting Subcontractors' performance for defects and deficiencies). Provider shall be responsible for (i) all conduct, actions and omissions of Provider's Affiliates and their respective Representatives; (ii) compliance by each of Provider's Affiliates and their respective Representatives with the requirements of this Agreement, including without limitation compliance with Company Requirements, to at least the extent that Provider would be responsible if it were performing directly; and (iii) management and coordination of the performance of all such Provider's Affiliates and their respective Representatives. Any breach of the terms or conditions of this Agreement by any Provider Affiliate or their respective Representatives shall be deemed a direct breach by Provider 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, Provider shall not have the right to subcontract all or any portion of Provider'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 Provider 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. Provider 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. Provider 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 this Agreement for convenience, in whole or in part, upon no less than 30 calendar days' prior written notice to Provider; such notice shall specify the date and extent of termination. Without limiting Company's other rights or remedies, Company shall have the right to terminate this Agreement immediately (i) upon written notice to Provider for failure of Provider to materially comply with the terms and conditions of this Agreement or (ii) as otherwise provided in this Agreement. In the event of any termination for cause by Company, Company reserves all of Company's rights and remedies available at law or equity.

7.3 Provider's Right to Terminate. Provider 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 Provider ("**Payment Default Notification**"). Provider 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 calendar days after the effective date of a termination hereunder, Provider shall submit to Company a final invoice identifying any amounts Company may owe with respect to Services properly performed by Provider prior to the effective date of termination, and Company shall pay amounts that are due and owing subject to the terms of this Agreement. With respect to the termination, unless directed otherwise by Company, Provider shall (i) preserve, as applicable, and turn over to Company all Deliverables, whether in finished or work in progress form, in the possession or control of Provider or any of its Representatives; (ii) cooperate with Company in the orderly wind-down of activities; (iii) if Company elects to have the terminated Services performed by itself or a third party, cooperate with Company and, as applicable, the third party in the orderly transfer of the terminated Services; and (iv) cease incurring costs and shall take all reasonable actions to mitigate damages and costs incurred by reason of such termination.

8. PROPRIETARY RIGHTS

8.1 Ownership of Company Materials. Provider shall, and shall cause its Representatives to, promptly and fully disclose to Company all Company Materials. All Company Materials shall be the sole and exclusive property of Company whether the Services to be performed are completed or not. Provider agrees to and hereby does assign, and shall cause its Representatives to assign, to Company or Company's designee all right, title and interest in all Company Materials, including without limitation a work specially commissioned by Company, which is or is not protectable by copyright under Section 101 of the Copyright Act of 1976 (Title 17, United States Code). Provider shall ensure that, at no cost to Company, all of Provider'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 Provider, and that Provider'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 Provider. Provider or Provider's Representatives shall not use Company Materials for any purposes other than as expressly set forth herein and to fulfill Provider's obligations hereunder.

8.3 Transfer of Company Materials. Provider 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 Provider Materials are, or Provider 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**"), Provider 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 Provider or any Provider Representative (by implication, estoppel or otherwise) any right, title, license or other interest in or with respect to any Company Materials and Provider 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 Provider Materials.

9. CONFIDENTIALITY

9.1 Confidential Information. Company or its Representatives may disclose to Provider or its Representatives, orally or in writing, or Provider or its Representatives may otherwise obtain, through observation or otherwise, Confidential Information. Provider 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; and (iv) only disclose Confidential Information to Provider's Representatives to the extent necessary or required for performance of obligations hereunder, provided that, prior to such disclosure, Provider or Provider's Representative (as the case may be) has clearly and completely conveyed the requirements of this Section to Provider's Representatives and ensured such requirements are understood and followed. If requested by Company, Provider shall secure written commitments from Provider'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 Provider or any of Provider's Representatives, including without limitation trade secrets, existing and future products, designs, business plans, business opportunities, finances, research, development, know-how, Company Requirements, Company Materials and other business, operational or technical information. As between Provider and Company, Company is the sole and exclusive owner of Confidential Information. To the extent third parties disclose to Provider or its Representatives any Confidential Information in furtherance of this Agreement, the obligations set forth in this Section (Confidentiality) shall apply to the same extent as if Company had disclosed such Confidential Information directly to Provider or its Representatives.

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 Provider or its Representatives; or (ii) Provider or its Representatives possessed prior to the Effective Date without being subject to an obligation to keep such Confidential Information confidential. In the event Provider 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.

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

9.2 Incidents. For purposes of this Agreement, the term "**Incident**" shall mean any actual or reasonably suspected: (1) unauthorized use, alteration, disclosure or theft of or access to Company's Confidential Information managed or controlled by or otherwise in the possession of Provider or one or more of its Representatives; (2) accidental or unlawful destruction of Company's Confidential Information managed or controlled by or otherwise in the possession of Provider or one or more of its Representatives; or (3) loss of Company's Confidential Information controlled by or in the possession of Provider or one or more of its Representatives, or (4) if applicable, unauthorized access of Company System, including without limitation, any of the foregoing described in (1) – (4) caused by or resulting from a failure, lack or inadequacy of security measures of Provider or one or more of its Representatives. Without limiting Company's rights or remedies hereunder, Company shall have the right to terminate this Agreement, in whole or in part, in the event of any Incident.

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

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

- take all necessary actions to prevent, contain, and mitigate the impact;
- 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 Provider or its Representatives discovered or became aware of an Incident. The Incident Notice shall contain at a minimum the following information:
 - 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;
 - Actions taken by the Provider to remediate the Incident and any countermeasures implemented by Provider to prevent future Incidents;
 - The name and contact information of the Provider’s staff member that can act as a liaison between Amgen and Provider; and
 - Any other relevant information (including indicators of compromise) that can help Company protect itself from the Incident.
- collect and preserve all evidence concerning the discovery, cause, vulnerability, exploit, remedial actions and impact;
- at Company’s request, provide notice in a manner and format reasonably specified by Company to governmental authorities and/or affected individuals;
- provide Company with: (i) weekly written status reports concerning mitigation and remediation activities and (ii) any documents and information reasonably requested by Company;
- 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 Provider’s compliance with Applicable Laws and/or relevant industry standards; and
- reasonably cooperate with Company in the event that Company notifies third parties of the Incident.

If the Information Security Requirements Schedule is incorporated into this Agreement, and there is a conflict between the terms of this Section and the terms in the Information Security Requirements Schedule regarding Incident notice, then the terms regarding Incident Notice hereinabove shall control.

10. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICE

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

10.2 Accepted Practice. Provider shall perform and shall cause Provider 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, Provider shall, and shall cause its Representatives to, comply with all applicable United States export control laws and regulations, including U.S. Export Administration Regulations and, as applicable, export control laws and regulations of other countries (collectively, “Export Control Laws”). Provider, on behalf of itself and its Representatives, acknowledges that certain Confidential Information and Company Materials may be subject to Export Control Laws and, with respect to all such Confidential Information and Company Materials, transfers, exports or re-exports by Provider and its Representatives must be in compliance with Export Control Laws.

Provider shall not, and shall cause its Representatives not to, supply the Services hereunder from: (i) or, in a Restricted Country; (ii) a citizen or resident in a Restricted Country; or (iii) in the context of the U.S. export control laws and regulations, a foreign person unless they (x) are U.S. citizens, (y) currently hold permanent residency or have been granted political asylum or refugee status in the United States, or (z) are allowed to provide Services pursuant to a license granted by the U.S. Department of Commerce. For purposes of this Agreement, the term Restricted Country or collectively Restricted Countries shall currently include, but not be limited to Crimea region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria.

10.4 Employment Law. Without limiting the generality of Provider'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 for any performance required under this Agreement being performed in the United States of America and/or its territories, Provider shall be responsible for recruiting, interviewing, selecting, screening and, as the case may be, engaging or hiring all of its Representatives. Provider agrees that this Agreement shall be performed in compliance with the following, if applicable to Provider: the employee notice and related obligations found at 29 C.F.R. Part 471, Appendix A to Subpart A, Title VII of the Civil Rights Act of 1964; sections (1) and (3) of Executive Order No. 11625 relating to the promotion of Minority Business Enterprises; 41 C.F.R. §§ 60-1.4(a); Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Family Medical Leave Act, all Applicable Laws relating to income tax withholding, employment taxes, employee benefits (including without limitation the Patient Protection and Affordable Care Act (including the Health Care and Education Reconciliation Act of 2010), 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. Provider 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. Provider 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 Provider 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 Provider's employees, will take any additional actions legally required to establish that they are Provider employees. Provider and Company are not joint employers for any purpose under this Agreement.

10.5 Government Contracts Flowdown Language. Provider agrees to comply with all statutory, regulatory, and contractual requirements to the extent applicable to Provider pursuant to Company's status as a prime contractor with the Federal Government. In furtherance thereof, (a) Provider will provide all required written certifications, representations, and disclosures and (b) Provider represents and warrants that it will comply with applicable requirements of the following provisions of Federal law, which are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein, including but not limited to, the following: (i) FAR [48 C.F.R.] 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Oct. 2010); (ii) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Oct. 2015); (iii) FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr. 2014); (iv) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan. 2017); (v) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun. 2016); (vi) FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul. 2018); (vii) FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2019); (viii) FAR 52.219-8, Utilization of Small Business Concerns (Oct. 2018) (incorporating 15 U.S.C. § 637(d)(2) and (3)); (ix) FAR 52.222-21 Prohibition of Segregated Facilities (Apr. 2015); (x) FAR 52.222-26, Equal Opportunity (Sep. 2019) (incorporating Executive Order ("EO") 11246, as amended by E.O. 13672); (xi) FAR 52.222-35, Equal Opportunity for Veterans (Oct. 2015) (incorporating 38 U.S.C. § 4212 and 41 C.F.R. §60-300.5(a)); (xii) FAR 52.222-36, Affirmative Action for Workers with Disabilities (Jul. 2014) (incorporating 29 U.S.C. § 793 and 41 C.F.R. §60-741.5(a)); (xiii) FAR 52.222-37 Employment Reports on Veterans (Feb. 2016); (xiv) FAR 52.222-40, Notification of Employee Rights Under

the National Labor Relations Act (Dec. 2010) (incorporating E.O. 13496); (xv) FAR 52.222-50, Combating Trafficking in Persons (Jan. 2019) (incorporating 22 U.S.C. 7104(g)); (xvi) FAR 52.224-3 Privacy Training (Jan. 2017); (xvii) FAR 52.232-99 Providing Accelerated Payments to Small Business Subcontractors (Aug. 2013; and (xviii) HHSAR 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (Jan. 2010). Provider further represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency.

The Equal Opportunity Clause set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein, if applicable. In addition, but also only if applicable, Provider shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

EEO/AA Notification

Provider can access this Contractor's EEO/AA Policy at
http://wwwext.amgen.com/about/equal_employment_opportunity.html

To the extent that Company is required by contract with an agency of the U.S. Government, Provider will permit Company and the agency of the U.S. Government to evaluate, with respect to the Services, Provider's compliance with the United States Food and Drug Administration ("FDA") regulations and guidance, including those required to meet GLP, GMP or GCP standards.

Provider acknowledges that U.S. Executive Orders and Laws, including but not limited to Executive Order 13224 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 Provider to ensure compliance with these Executive Orders and Laws.

To the extent that the Services include laboratory services subject to Section 353 of the Public Health Service Act (Clinical Laboratory Improvement Act as amended), Provider shall comply with all applicable requirements of Section 353 of the Public Health Service Act (Clinical Laboratory Improvement Act as amended).

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

10.7 Gratuities; Debarment. Provider 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 federal funds to influence or attempt to influence any employee of the United States Federal government or a member of Congress in connection with this Agreement. Provider shall at least once each calendar year during the Term conduct appropriate searches and inquiries to determine whether any of Provider's Representatives are the subject of a Disqualified Persons Process,

Denied Persons Process, or Excluded Persons Process. Provider shall immediately notify Company upon its reasonable requests made from time-to-time, and upon Provider or Provider's Representative(s) becoming aware, of any inquiry concerning, or the commencement of any proceeding or disqualification that involves Provider or Provider's Representative(s) and a Disqualified Persons Process, Denied Persons Process, or Excluded 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 Provider to cure.

10.8 Anti-Corruption. Provider represents, warrants and covenants, as of the Effective Date to and through the expiration or earlier termination of this Agreement, (1) that Provider, and, to the best of its knowledge, Provider's Representatives, owners, or other third parties acting for or on Provider'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 ("**Anti-Corruption Laws**") and (2) that Provider'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 immediately (a) if Provider 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 Provider or Extended Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Company requires that Provider complete a compliance certification, without limiting other rights or remedies, Company may also terminate this Agreement immediately if Provider (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.

10.9 Economic Sanctions. Neither Provider nor its Representatives are: (a) 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 (b) 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 (c) as applicable, is subject to any European Union economic or financial sanctions. Provider 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.

10.10 Anti-boycott Compliance. With respect to transactions pertaining to this Agreement, Provider 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.

10.11 Disclosure Laws. Notwithstanding anything to the contrary in this Agreement, Provider 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 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**"). Provider agrees to promptly respond to, and cooperate with, reasonable requests of Company regarding collection of information regarding and compliance with Disclosure Laws. Provider 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.

10.12 **Manufacture and Content of Goods.** Provider 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 Provider or its Representatives uses, or determines that it or its Representatives have used, a Conflict Mineral in the production of the Goods, Provider 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, Provider 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, Provider 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 Provider or its Representatives completing and submitting to Company questionnaires or templates relating to the original of Conflict Minerals).

10.13 **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 Provider’s obligations hereunder, payments made by or on behalf of Provider 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 Provider’s obligations hereunder shall (a) comply with all Applicable Laws, (b) represent fair market value, (c) 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 (d) 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 Provider is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Provider shall notify Company of such and, after receipt of such notification or upon Provider becoming a Covered Individual and Entity, Provider agrees that Company shall have the right, upon notice to Provider and without further agreement or acknowledgement of Provider, 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, Provider 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 Provider’s performance hereunder by notice to Provider, and Company shall not be liable to Provider 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 Provider’s obligations hereunder, or that one or more Covered Individuals or Entities is in a position to direct or control Provider’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 Provider.

10.14 Provider Conduct. Company shall have the right, at any time, to terminate, in whole or in part, this Agreement immediately upon written notice to Provider if, at any time during the Term of this Agreement, Provider and/or Provider’s Representatives (a) is charged or indicted with any felony or crime involving moral turpitude, (b) is convicted or pleads “no contest” to any felony or any crime involving moral turpitude, (c) 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 (d) if the Services include Select Services, acts or fails to act (or it becomes known during the Term that prior to the commencement of the Term, Provider and/or Provider’s Representatives acted or failed to act) in a way that brings Provider, Provider’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, (i) any amounts payable by Company hereunder shall be subject to reduction and offset for any damages caused to Company resulting from Provider’s and/or Provider’s Representatives’ conduct that is contrary to this Section, (ii) 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 Provider, Provider will promptly reimburse the applicable pro-rated amount to Company, and (iii) if the Services include Select Services, (A) upon notice to Provider, Company may suspend Provider’s performance of all or any part of the Services during Company’s investigation of statements or acts of Provider that Company, acting in good faith, reasonably suspects could be of the nature set forth in subsections (c) or (d), above and (B) Company may demand that Provider, and if so demanded, Provider

shall, cease making such statements or engaging in such conduct. The term “**Select Services**” shall mean Services that include the following: Lobbying; Provider or its Representatives acting as Company’s or one or more of its Affiliates’ agent; Provider or its Representatives making statements on behalf of, or acting as a spokesperson for, Company or its Affiliates or making statements regarding Company or its Affiliates’ human therapeutic products, campaigns or capabilities.

10.15 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 Provider’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). Provider will participate in regular reviews of Business Continuity Programs conducted by Company.

In addition to and without limiting other obligations of Provider hereunder (e.g., any information security requirements), Provider 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. Provider 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. Provider 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, Provider will submit to Company, in a format reasonably specified by Company, information regarding Provider’s plans and resources for mitigating the impact on supply of Goods and/or Services of Business Interruption Incidents and Provider will discuss with and consider in good faith Company’s requirements for and comments regarding such plans and resources.

Provider will promptly notify Company, but in no event later than 24 hours, after Provider 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 Provider in response to the Business Interruption Incident; the name and contact information of Provider’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, Provider will submit to Company documentation evidencing in reasonable detail Provider’s and its Representatives’ compliance with the requirements of this section and Provider 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 Provider’s other obligations or liabilities, during any period of time that Provider 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 Provider’s performance of all of the Services impacted by the Business Interruption Incident (each such period, an “**Interruption Event Downtime Period**”), Provider 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 fifteen percent (15%) (“**Business Continuity Reimbursement**”). In no event shall Company be required to pay Provider, or shall Provider 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 Provider 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.

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; and

(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 Provider. Provider represents and warrants to Company as follows:

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

(ii) Provider's performance of its obligations and supply of Services will meet all Applicable Laws and comply with Company Requirements, meet the requirements set forth in the Order, conform with all applicable Specifications be free from material defects, errors and deficiencies; and, to the extent required hereunder, meets current Good Manufacturing Practices;

(iii) Persons performing Services on behalf of Provider or its Representatives do not appear on, and are not associated with, any name or entity on the U.S. government's U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List or the U.S. Department of State Debarred parties List ("**Denied Persons Process**") and (b) as applicable, do not appear on 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 any other applicable countries (e.g., Canada, Singapore) sanctions list(s). Provider acknowledges that the above-referenced links are for reference purposes only and are subject to change by the applicable governmental authority. Accordingly Provider is responsible for accessing the most currently available lists to comply with the requirements of this Section;

(iv) Provider and its Representatives (a) are not located in, will not use Company Confidential Information or Company Materials from within or to support any activity in, and are not, and are not acting on behalf of any country or territory that is subject to U.S. export restrictions, previously defined as the Restricted Countries and (b) will not export, re-export, transfer, retransfer or release, directly or indirectly Company Confidential Information or Company Materials to any Restricted Country or in violation of the Export Control Laws, if applicable, without first completing all required undertakings (including obtaining any necessary export license or other governmental approvals);

(v) Neither Provider nor any Provider Representatives have violated or are in violation of the anti-boycott laws or regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce, and does not participate in international boycotts of any type;

(vi) Neither Provider nor any Provider Representatives contributing to or in connection with performance hereunder is presently or has ever been: (a) the subject of a debarment action or is debarred pursuant to Section 306 of the U.S. Federal Food, Drug, and Cosmetic Act of 1938, as amended, or other applicable local law; (b) the subject of a disqualification proceeding or is disqualified as a clinical investigator pursuant to 21 C.F.R. § 312.70; or (c) the subject of an exclusion proceeding or excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. (“**Disqualified Persons Process**”);

(vii) Neither Provider nor any Provider Representatives contributing to or in connection with performance hereunder is, as of the Effective Date through the expiration or termination of this Agreement, (a) excluded, debarred, suspended, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs including without limitation Medicare, Medicaid, or other U.S. Federal or State health care programs or (b) has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared (“**Excluded Persons Process**”);

(viii) The performance of Provider’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;

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

(x) To the extent Deliverables incorporate software, such Deliverables, and any parts thereof, shall be free from Viruses. “**Viruses**” shall mean (i) 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 (ii) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a Virus; and

(xi) If Provider 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 Provider’s performance obligations hereunder, Provider represents and warrants that it has an operational healthcare compliance program (“**Provider’s Compliance Program**”) that: (a) governs all of Provider’s Representatives; (b) is consistent with the U.S. Federal Sentencing Guidelines for effective compliance programs; (c) is consistent with applicable compliance program guidance (e.g., U.S. Department of Health Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers (68 Fed. Reg. 23731) (May 5, 2003)); (d) 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; and (e) complies with current PhRMA Codes and guidance, including without limitation the Principles on Conduct of Clinical Trials and the Code on Interactions with Healthcare Professionals, and as they may be amended from time to time. Provider operates in compliance with Provider’s Compliance Program. Provider shall maintain and shall continue to operate in compliance with Provider’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, Provider, 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 Provider shall, at Provider’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 Provider using Provider’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 Provider'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 Provider'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 Provider of any breach of warranty during the warranty period, Provider will, at Provider's cost, remedy the breach of warranty, or repair or replace the Goods that fail to comply with Provider'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 PROVIDER 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).

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), Provider 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 Provider'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.

13.

13.1 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.

13.2 Insurance. Provider shall maintain adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity obligations hereunder, as required by Applicable Laws, and consistent with Accepted Practice, with such coverage levels and types to include at a minimum and without limitation insurance required by Applicable Laws with respect to Provider's status as an employer, workers' compensation, comprehensive general liability, employer's liability, and automobile liability. Provider's insurance coverage must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of Provider's obligations hereunder. At Company's request, Provider must submit to Company a certificate of insurance on the ACORD form 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.

14. NOTICES

14.1 Notices. Unless otherwise specified in an Order, all notices pursuant to this Agreement must be in writing, referencing the Order number associated herewith, and delivered personally or sent by courier, certified mail (return receipt requested) addressed to the Parties at their respective address 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 five days after dispatch, whichever occurs first.

15. MISCELLANEOUS

15.1 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, Provider's Representatives must comply with Company's policies and procedures, which may require, among other things, (a) Provider first providing to Company a certification, in form and content specified by Company, of certain background information for such Provider'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. Provider shall perform, or shall use an outside agency to perform, the background check and shall provide all notifications to Provider's Representatives required by Applicable Laws.

15.2 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. Neither Party nor any of its Representatives shall be eligible for coverage or to receive any benefit under the other Party's provided workers' compensation, occupational health services, 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. Provider shall provide all that is necessary or required and provide that the staffing and working conditions are adequate to meet its obligations hereunder.

15.3 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.

15.4 No Exclusivity. Nothing contained herein shall (i) obligate Company or any Company Affiliate to any exclusive relationship with Provider; (ii) restrict or preclude Company or any Company Affiliate from contracting with any competitor of Provider; or (iii) except to the extent expressly set forth in this Agreement or Order(s), obligate Company or any Company Affiliate to purchase any minimum amount of Goods or Services hereunder Provider.

15.5 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 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.

15.6 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 the State of California, excluding conflict of law rules.

15.7 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 (and waive any claim of forum non conveniens) of (i) a United States federal court of competent jurisdiction; or (ii) if no such court has jurisdiction, then a court of the State of California.

15.8 Publicity. Except for the purposes of performance hereunder, without Company's prior written consent, which may be withheld at Company's sole discretion, Provider 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**"). Provider shall immediately notify Company in each event of a Prohibited Use and, at Provider's sole cost and expense, without limiting Company's rights or remedies hereunder, Provider shall, and shall cause its Representatives, to immediately cease and desist each such Prohibited Use and take such other actions as requested by Company.

15.9 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.

15.10 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.

15.11 Survival. Provider'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.

15.12 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 Provider; 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.

15.13 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.

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

15.15 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.

15.16 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 (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this Section.

15.17 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.

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. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Provider shall comply with the terms and conditions of this Market and Customer Research Schedule to the extent Provider'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)).

(i) Provider 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 Provider ("**Participant Agreement**") that complies with the following requirements: (a) the Participant Agreement must set forth the compensation to be paid to any such Covered Individual and Entity; (b) 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 reporting, or Market Research involving individually identifiable health information (as defined in HIPAA, "**IIHI**"); and (c) 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.

(ii) Provider shall not make payment to any participant in Market Research until such participant has signed the Provider's Participant Agreement, if applicable, and satisfactorily performed its obligations related to the Market Research.

(iii) Provider shall conduct the research project consistent with the CASRO Code, 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.

(iv) Provider 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 requires Company's representatives to present material or stimuli (e.g., a mock core visual aid demonstration), Provider and its Representatives will not permit any Company representatives to attend any interviews or focus groups conducted as part of any Market Research.

(v) Provider will abide by the restrictions on the use and disclosure of IIHI found in (a) HIPAA, (b) the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, and (c) any applicable domestic and foreign laws, regulations, rules and industry standards related to consumer protection or the collection, storage, handling, processing and transfer of IIHI, such as the California Confidentiality of Medical Information Act.

(vi) Provider will provide patient level information to Company (i) in a format that is aggregated and de-identified so that Company is unable to identify individual patients consistent with the de-identification standards found in the HIPAA regulations (45 C.F.R. § 164.514), (ii) as a limited data set consistent with the HIPAA regulations for limited data sets (45 C.F.R. § 164.514(e)), or (iii) pursuant to a signed authorization consistent with the standards set forth in the HIPAA regulations (45 C.F.R. § 164.508), which authorization and any modifications thereto shall be in a form reasonably acceptable to Company and shall permit (1) disclosures from Provider to Company or its agents of the individual's IIHI as required by and in accordance with the services and (2) Company's use of such IIHI for, at a minimum, the purposes of the project being performed hereunder, including the monitoring the accuracy and completeness of the research data.

(vii) Provider 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.

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

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

(x) Provider 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, Provider shall take all reasonable steps to protect such information as Company deems reasonably necessary, including requiring participants to execute confidentiality agreements acceptable to Company.

(xi) Provider’s market investigators are members of, and adhere strictly to a professional code of ethics, under, the Society of Competitive Intelligence Professionals and Provider’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. Provider shall perform the services contemplated hereunder according to such code of ethics. In the event that Company requires additional or more stringent restrictions, Provider shall subscribe to such restrictions in the performance of its Services. Provider 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.

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. Any 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

“**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.

“**European Personal Data**” means Personal Information Processed by the Provider 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.

“**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 Provider by or on behalf of Company or its Affiliates or is obtained by Provider or its Representatives in connection with Provider’s or its Representatives’ performance obligations hereunder.

“**Privacy Incidents**” means any actual or reasonably suspected: (1) unauthorized access to or theft of Personal Information; (2) 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; (3) unauthorized disclosure or alteration of Personal Information; (4) accidental or unlawful destruction of Personal Information; or (5) loss of Personal Information.

“**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 all data breach notification and information security laws and regulations specific thereto.

“**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.

“**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. Provider covenants and agrees to comply with the terms and conditions of this Privacy Schedule if Provider Processes Personal Information on behalf of Company.

2.2. Obligations of Provider. Without limiting Provider's obligations set forth elsewhere in this Privacy Schedule and in the Agreement (including without limitation obligations of confidentiality), Provider 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 Provider's Representatives with such access, Provider (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 Provider's Representatives that include confidentiality and privacy obligations that are substantively similar to, and no less than, those imposed on Provider under the Agreement and this Privacy Schedule. For the avoidance of doubt, Provider's Representatives include Provider's Subcontractors.

2.3. Processing of European Personal Data. Without limiting Provider's obligations elsewhere in this Privacy Schedule, to the extent Provider is Processing European Personal Data under the Agreement, Provider acknowledges and agrees that (a) Company is the "controller" (as defined in EU Data Protection Laws) of such European Personal Data and (b) Provider is a "processor" (as defined in EU Data Protection Laws), and except as expressly set forth otherwise herein, if and when Provider 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 Provider outside of an Adequate Jurisdiction, then Company and Provider 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 Provider 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 Provider; and all references to "personal data" in the Standard Contractual Clauses shall refer to European Personal Data as defined herein.

- (a) From time to time, Provider 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 Provider's notice to Amgen, and Amgen's approval of Provider's implementation of such International Transfer Solutions solely with respect to the European Personal Data Processed by or on behalf of Provider that are the subject of such International Transfer Solutions.
- (b) 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 as they pertain to the Standard Contractual Clauses.
- (c) If Provider 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.

- (d) If Provider 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, Provider shall cooperate with Company in any other efforts by Company to comply with all current and effective requirements of EU Data Protection 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, Provider shall promptly provide Company with a list of all Affiliates outside of an Adequate Jurisdiction that will Process such European Personal Data; Provider will maintain and update this list regularly.

2.4. Compliance with CCPA. Without limiting Provider's obligations set forth elsewhere in this Schedule, and to the extent Provider 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, Provider certifies that it shall comply with the following obligations: (i) Provider shall not "sell" (as defined in the CCPA or such similar law, as applicable) such Personal Information; (ii) Provider 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) Provider shall not Process Personal Information outside of the business purpose (as defined in the CCPA or such similar law, as applicable) between Provider and Company.

3. SAFEGUARDS AND CONTROLS

3.1. Without limiting Provider's other obligations under the Agreement, Provider 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 Provider and/or its Representatives Process Personal Information. For the avoidance of doubt, nothing herein limits Provider'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 Provider's compliance with this Privacy Schedule, including without limitation an audit of Provider'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 Provider and/or any of its Representatives may not be complying with the terms of this Privacy Schedule. Provider shall, and shall cause its Representatives to, cooperate with Company in the conduct of any such audits.

4.2. Provider 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 Provider's computer systems.

4.3. Without limiting Provider's obligations elsewhere in this Privacy Schedule, Provider 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. Provider shall train all of Provider's Representatives that Process Personal Information to recognize and respond to Privacy Incidents. In the event of a Privacy Incident, Provider shall comply with all obligations in the information Security Schedule related to Incidents except that Provider shall also provide notice to Company promptly by electronic mail at privacy@amgen.com, and csoc@amen.com but in no event later than twenty-four (24) hours, after Provider 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, Provider 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), Provider 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, Provider 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. Provider 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 Provider's or its Representatives' custody (each, an "Access Request") and such cooperation shall include without limitation, providing Company, within two (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 Provider 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 Provider in connection with the Services, Provider shall immediately (but in no event later than two (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.

A. LIST OF PARTIES.

Data exporter:

1. The Name of the data exporter shall be the party identified as the Company in the preamble of the Agreement.
The Address of the data exporter shall be the address of the Company described in the notice provision of the Agreement.
The Contact person’s name, position and contact details shall be: Chief Privacy Officer, privacy@amgen.com.
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 Provider.

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

The Role of the data exporter is controller.

Data importer:

2. The Name of the data importer shall be the party identified as the Provider in the preamble of the Agreement.
The Address of the data importer shall be the address of the Provider described in the notice provision of the Agreement.
The Contact person’s name, position and contact details for the data importer shall be: Provider’s data privacy office or as otherwise identified in Provider’s privacy policy published on Provider’s publicly available website
The Activities relevant to the data transferred under these Clauses shall be the activities of the Provider under the Agreement as a processor of the European Personal Data.

Signature and date: This Annex will be deemed signed and dated by Provider’s representative’s signature on the Agreement.

The Role of the data importer is processor.

B. DESCRIPTION OF TRANSFER

- *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 Provider in performance of the Services.
- *Categories of personal data transferred:*
The European Personal Data provided, transferred or delivered to or otherwise accessed by or on behalf of Provider for Processing in connection with performance of the Services.
- *The frequency of the transfer:*
As necessary for Provider’s provision of the Services and performance of its obligations

under the Agreement.

- *Nature of the processing:*
The nature of the processing activity will be that as necessary for Provider's provision of the Services and performance of its obligations under the Agreement.
- *Purpose(s) of the data transfer and further processing:*
Provider 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.
- *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 Provider in accordance with the Privacy Schedule or, as applicable, EU Data Protection Laws.

C. COMPETENT SUPERVISORY AUTHORITY

- The Competent Supervisory Authority is Autoriteit Persoonsgegevens for EU Personal Data, the Swiss Federal Data Protection and Information Commissioner (FDPIC) for Swiss Personal Data.
- 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 Provider'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 Provider's behalf as part of Provider'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 sub-contract 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 thirty (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:

- (a) 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

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:

Part 1: Tables

Table 1: Parties

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.

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.

In Table 1: (1) 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; (2) the Parties’ details and Key contact information shall be the information provided in Section 1(A) of this SCC Appendix; (3) 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.

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

Table 3: Appendix Information

“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:

Annex 1A: List of Parties: See Section A of SCC Appendix

Annex 1B: Description of Transfer: See Section B of SCC Appendix

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

Annex III: List of Sub processors (Modules 2 and 3 only): See Section 1.3 of SCC Appendix

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.

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. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Provider 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.

1. **INFORMATION SECURITY PROGRAM REQUIREMENTS STANDARDS.** Provider shall implement, and warrants that it will implement throughout the Term of the Agreement, a documented information security program that is based on one or more of the following industry standard information security frameworks (each an "**Information Security Industry Standard**"):

- (a) International Organization for Standardization ("**ISO**") / International Electrotechnical Commission ("**IEC**") ISO/IEC 27002 - *Information technology – Security techniques – Code of practice for information security controls*; or
- (b) American Institute of Certified Public Accountants ("**AICPA**") Trust Services Principles, Criteria and Illustrations; or
- (c) Information Security Forum ("**ISF**") Standards of Good Practice ("**SoGP**") for Information Security; or
- (d) National Institute of Standards and Technology ("**NIST**") Special Publication 800-53 - *Security and Privacy Controls for Federal Information Systems and Organizations*; or
- (e) 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.** In the event Provider 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, Provider shall at all times implement Security (as such term is defined herein. For purposes of this Information Security Schedule, the term "**Security**" means Provider'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.

3. **SECURITY.** Provider agrees that, commencing upon the date Provider is retained by Company to perform its obligations under the Agreement, and continuing as long as Provider controls, possesses, stores, transmits or processes Company's Confidential Information, Provider 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 Provider does not already employ one, Provider 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, retention, transport and destruction, and that provides for disciplinary action in the event of its violation;
- (ii) Provider shall implement reasonable restrictions regarding physical and electronic access to Company's Confidential Information, 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) Provider shall prevent terminated employees from accessing Company's Confidential Information by promptly without delay terminating their physical and electronic access to such information;
- (iv) Provider shall employ assessment, logging, monitoring and auditing procedures to ensure internal compliance with these safeguards;
- (v) Provider shall conduct an assessment of these safeguards at least annually;
- (vi) Controls for (a) 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 Provider, independent of where the information is stored; (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 Provider's expense, when it is no longer needed for Provider to perform its obligations under the Agreement. Within thirty (30) days following termination of the Agreement (or any Order), Provider shall provide Company with written certification that all such information has been returned or deleted or both, as applicable;
- (vii) Methods for limiting access to Company's Confidential Information and to EIS only to Provider's Representatives, including Subcontractors, who have a need for such access in order to perform services or supply goods 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.

If Provider has an independent auditor complete an assessment of Provider's Security in accordance with relevant industry standards (such as, by way of example, the Statement on Standards for Attestation Engagements No. 18 or the International Standard for Assurance Engagements No. 3402), Provider 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.

Without limiting any rights and remedies hereunder, Company shall have the right to audit and monitor Provider's compliance with the requirements of this Information Security Schedule. Upon reasonable notice to Provider 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 Provider's Security and Provider's compliance with this Information Security Schedule and all Applicable Laws as relevant to Provider's actions related to Company Confidential Information in connection with this Agreement. Company shall have the right to revoke or limit Provider'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, Provider shall immediately return to Company any hardware and software provided to Provider by or on behalf of Company.

4. **INFORMATION SECURITY INCIDENT MANAGEMENT.** Provider shall establish and implement access and activity audit and logging procedures, including without limitation access attempts and privileged access. Provider shall ensure Incident response planning and notification procedures exist (and Provider implements) to monitor, react to, notify and investigate any Incident. For purposes of this Schedule, the term "**Incident**" shall mean any actual or reasonably suspected: (1) unauthorized use, alteration, disclosure or theft of or access to Company's Confidential Information managed or controlled by or otherwise in the possession of Provider or one or more of its Representatives; (2) accidental or unlawful destruction of Company's Confidential Information managed or controlled by or otherwise in the possession of Provider or one or more of its Representatives; or (3) loss of Company's Confidential Information controlled by or in the possession of Provider or one or more of its Representatives, or (4) if applicable, unauthorized access of Company System, including without limitation, any of the foregoing described in (1) – (4) caused by or resulting from a failure, lack or inadequacy of security measures of Provider 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, Company shall have the right to terminate the Agreement, in whole or in part, in the event of any Incident.

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

- (i) immediately conduct a reasonable investigation of the reasons for and circumstances surrounding such Incident, including without limitation performing a root cause analysis on the Incident, informing Company of the root cause analysis and remedial actions and schedule to prevent the same or similar Incident. Provider 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 Provider 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 Provider to remediate the Incident and any countermeasures implemented by Provider to prevent future Incidents;
 - (c) The name and contact information of the Provider's staff member that can act as a liaison between Company and Provider; 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: (i) weekly written status reports concerning mitigation and remediation activities and (ii) 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 Provider's compliance with Applicable Laws and/or relevant industry standards;
- (viii) and reasonably cooperate with Company in the event that Company notifies third parties of the Incident.

5. **ENCRYPTION.** Provider shall encrypt all Company Confidential Information at rest or in transit between Provider and Company and between Provider and all third parties (including Provider's Representatives). '**Encryption**' must utilize, (1) for data at rest, encryption consistent with National Institute of Standards and Technology ("**NIST**") Special Publication 800-111 and (2) for data in transit, encryption that complies with Federal Information Processing Standard 140-2 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.

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

In addition to Provider’s other obligations under the Agreement, including without limitation, Provider’s confidentiality and security obligations, Provider shall maximize the security of Software according to the following terms:

2.1. Provider 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:

- (a) Validate Input - Provider will consider all input to be malicious and validate it before processing.
- (b) Sanitize/Encode Output - Provider will ensure that all data sent to other systems must be sanitized before being passed on to other systems.
- (c) Default Deny - Access is based on permission, not exclusion; thus, only users with permission should be granted access to a system.
- (d) Fail Securely - An exception must follow the same path as disallowing the action.
- (e) Maintain Separation of Duties - Permission is not granted based upon a single condition.
- (f) Verify all user authentication and authorization – Provider 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.
- (g) 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.
- (h) Secure the weakest link.
- (i) Secure defaults – Provider shall ensure that any unneeded services and accounts are disabled.
- (j) Keep attack surface area to a minimum
- (k) Require system access validation when request is initiated by an external system – Provider shall treat all external systems and data as hostile and validate all access and inputs.

2.2. 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), Provider 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 two days' after completion of each Security Assessment, Provider shall submit to Company in writing Provider's a complete and detailed description of all actions Provider 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. Provider 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 seven days of (i) completion of a Security Assessment, (ii) Provider receiving a request from Company, or (iii) any actual or reasonably suspected security vulnerability, including without limitation those security flaws and vulnerabilities as identified by industry-recognized standards.

2.3. Provider 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 Provider upon commencement of Software development.

2.4. Each Security Assessment shall include without limitation:

- (a) An architectural risk analysis/threat model;
- (b) Code review - Static Application Security Testing (SAST) - of the Software and Services;
- (c) Open source libraries and component management;
- (d) Open source security validation;
- (e) Software Bill of Materials (SBOM) supplied in Software Package Data Exchange (SPDX) or CycloneDX file format; and
- (f) Penetration test of the Software.

2.5. Provider 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 Provider 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 Provider Representatives engaging in development of Software.