STANDARD SERVICES AND LICENSE TERMS AND CONDITIONS

These standard terms and conditions ("T&Cs") govern the provision of certain services ("Services") and the license of certain software ("Software"), in each case to the extent set forth in a Services Agreement ("Agreement") that is entered into by and between WCG Clinical, Inc., and/or one of its Affiliates (collectively, "WCG") and the client set forth on such Agreement (the "Client"). "Affiliate(s)" shall mean any person or entity directly or indirectly controlled by or under common control with WCG Clinical, Inc. WCG and Client are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1) **SERVICES**

a) Service Provision. If an Agreement stipulates that WCG will provide software as a service ("SaaS") to Client's employees or contractors authorized by Client (each, a "Named User"), WCG agrees to provide such SaaS subject to these T&Cs, the terms set forth in Schedule A attached hereto and within the scope of the Access Rights described in the Agreement. "Access Rights" are contractual rights to send Client Data to the WCG System to receive SaaS, and to receive processed Client Data from SaaS. "Client Data" is all data delivered to the WCG System by Named Users by manual input at a computer terminal, all data that are communicated by Client's computer systems to the application programming interface of the WCG System, and all output data generated by the WCG System as a result of processing those data in the course of performing SaaS. "WCG System" means, collectively, the Software program(s) and databases, and the computer servers and storage devices upon which they are installed, that WCG and its licensors and vendors operate and maintain during the Term to perform SaaS.

b) Assumptions. In connection with WCG's provision of Services, Client is responsible for: (i) designating an employee who will timely make or obtain management decisions with respect to the Agreement; (ii) ensuring that Client promptly responds to all requests for information; (iii) ensuring the cooperation of Client employees, vendors, and contractors as necessary to permit WCG to complete its tasks on a timely basis; (iv) providing WCG with timely access to information, and locations necessary to perform the Services; and (v) complying with all reasonable WCG requests necessary to permit WCG to perform the Services and complete projects and tasks on a timely basis.

c) Term of Access to SaaS. Unless otherwise expressly stated in an applicable Agreement, Access Rights are valid for a period of one (1) year (the "Initial Term") commencing on the date when WCG accepts Client's Agreement. Upon expiration of the Initial Term, unless otherwise expressly stated, the Access Rights automatically renew for successive one (1) year terms ("Renewal Term") unless either Party provides written notice to the other Party of its intent to terminate at least ninety (90) days prior to the expiration of the Renewal Term.

d) SaaS Access Only. No Software License, No Implied License. An Agreement for SaaS includes the purchase and sale of Access Rights during the applicable Agreement term. No license under any intellectual property is granted to Client to possess or use a copy of any software component of the WCG System pursuant to an Agreement for SaaS. Client acknowledges that there are no licenses granted by implication under these T&Cs. WCG reserves all rights that are not expressly granted. Client acknowledges that, as between the Parties, WCG owns all intellectual property rights and proprietary interests that are embodied in, or practiced by, the WCG System, SaaS and/or the documentation related thereto. To the extent any licenses are granted by WCG in an applicable Agreement, WCG is granting such licenses only under intellectual property rights that are owned by WCG or that WCG has a right to sublicense.

e) Restrictions on Use of SaaS. Client agrees not to act outside the scope of the rights that are expressly granted by WCG in these T&Cs. Client will not (i) use SaaS in any manner that is inconsistent with these T&Cs or any documentation about SaaS; (ii) download or copy any software component of the WCG System or attempt to reverse engineer or decompile any portion of the WCG System; or (iii) resell, lend, lease, assign, transfer, pledge, permit a lien upon, or sublicense any of the rights having been granted by these T&Cs. Client agrees to use SaaS only for lawful purposes and in compliance with all applicable laws, rules and regulations issues by governing

authorities. Client acknowledges and agrees that strict compliance with this section is an essential basis of these T&Cs. Upon WCG's requests from time to time, Client agrees to provide written assurance, certified and signed by one of its corporate officers, stating that it remains in full compliance with these T&Cs.

2) **LICENSE**

a) If an Agreement stipulates that WCG will provide Software as a part of an engagement, WCG agrees to provide such Software pursuant to these T&Cs and the terms set forth in Schedule A.

b) As between WCG and Client, WCG shall at all times retain sole and exclusive ownership of any and all Software provided to Client hereunder.

c) Subject to the payment of applicable fees and any limitations set forth in the Agreement, WCG hereby grants to Client a nonexclusive, non-assignable, non-transferable, worldwide, limited term license to allow Named Users to use the Software, in object code form, solely for Client's internal business operations and subject to the terms of these T&Cs. Client is fully responsible for its Named Users' compliance with these T&Cs.

d) Restrictions. Client may use the Software only to process Client's own data or content. Except as expressly permitted under these T&Cs or by WCG in writing, Client may not: (i) remove or modify any program markings or any notice of WCG, its Affiliates or its licensors' proprietary rights; (ii) make the programs or materials resulting from the Software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted); (iii) modify, translate, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, or any portion thereof, or access or use the Software in order to build or support, and/or assist a third party in building or supporting, products or services competitive to WCG; (iv) disclose results of any Software or program benchmark tests without WCG's prior written consent; or (v) copy, license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, market, publish, sublicense, pledge, otherwise transfer, or provide access (directly or indirectly) to all or any portion of the Software via the Web or Internet application or any file-sharing method or system, or otherwise commercially exploit or make the Software, or any other technology products owned or licensed by WCG or its Affiliates to which WCG grants Client access, to any third party other than as expressly permitted under the terms of these T&Cs; (vi) attempt to disable or circumvent any of the licensing mechanisms within the Software, including by sharing any named user accounts by more than one individual; or (vii) use or otherwise burden any Software beyond the applicable license restrictions or limitations.

e) Client shall protect, and shall cause its authorized users to protect, all Software provided by WCG from disclosure, misappropriation, theft, or use contrary to the terms of these T&Cs. Client shall not, and shall not permit any other person or entity to: (i) copy all or any portion of the Software including screenshots, training materials and other documentation related to the Software; (ii) discuss, perform, allow to be observed, or release the results of benchmark tests or other comparisons of the Software with other data sources, software, or related materials; or (iii) develop any materials, products, or services containing any of the concepts or ideas contained in the Software.

f) Delivery of Software. To the extent applicable, at any time during the then-current license Terms (as defined in Section 8) for any Software, Client has the option, to the extent all outstanding fees have been paid, to take physical possession of any such Software and/or have a third party host the Software (collectively the "Software Transfer" and the date on which such Software Transfer occurs, the "Software Transfer Date"). Client may exercise this option by providing WCG not less than ninety (90) days advance written notice of such request. Effective as of the Software Transfer Date: (i) WCG shall provide the object code of the applicable Software to Client; (ii) Client shall maintain its license to the Software for the remainder of the Term applicable to the subject Software, as defined in the relevant Agreement, subject to all of the applicable license limitations provided herein and in the applicable schedules and Agreements (the "License Limitations"); (iii) Client shall

cease owing WCG any additional fees associated with the hosting of such Software; (iv) WCG shall cease providing hosting for the Software; and (v) WCG shall be entitled to audit Client to ensure compliance with this Section. While there is no fee or penalty associated with the Software Transfer, if and to the extent that Client requests that WCG assist with any aspect of the Software Transfer, the Parties will enter into a transition services agreement which shall set forth the services to be provided and the associated fees. Upon the end of the Term applicable to the subject Software, Client must either: (i) destroy all copies of the Software in its possession or control, or (ii) return all such copies to WCG, and certify to the foregoing.

g) <u>Delivered Software</u>. If Client takes delivery of any Software in object code form, subject to Client's compliance with the terms of these T&Cs, including any License Limitations, and for the remainder of the applicable Term, WCG hereby grants Client a nontransferable, nonexclusive, license to use, in object code form only, the Software. All rights not expressly granted herein are retained by WCG and its licensors.

3) **CONFIDENTIALITY**. The Parties shall be bound by that certain confidentiality agreement ("NDA") that is in place between the Parties as if such NDA were incorporated herein.

4) **INCIDENTAL DATA**. Notwithstanding anything in the Agreement or the T&Cs to the contrary, Client agrees that WCG will be free, during and after the term of this Agreement, to (a) use Incidental Data (as defined below) to develop, improve and enhance its products and services, and (b) disclose such Incidental Data, including as aggregated with other data or as part of any WCG product or service. For purposes hereof, "Incidental Data" means data and information collected by WCG while performing services for Client under this Agreement or any other agreement between the Parties.

5) **INTELLECTUAL PROPERTY RIGHTS**

a) WCG agrees that, excluding WCG Property, upon payment in full, all right, title and interest in and to any deliverables prepared exclusively for Client as specified in the Agreement and delivered by WCG to Client pursuant to the Agreement ("Deliverables"), and all intellectual property rights therein, shall be owned by Client.

b) Notwithstanding the foregoing, WCG or its licensors retain sole and exclusive ownership of all right, title and interest in and to the WCG System, SaaS, all of the Software and any other materials and technology used in providing the WCG System, Software and/or Services and the Deliverables, including without limitation work papers, proprietary information, inventions, works of authorship, processes, methodologies, know-how, and software, including such information as existed prior to the delivery of the Deliverables and anything that WCG may discover, create or develop during the provision of the Software and/or Services hereunder, and all derivatives thereof and all intellectual property rights subsisting therein ("WCG Property"). To the extent the Deliverables contain any WCG Property, WCG grants Client a non-exclusive, non-assignable, royalty-free, perpetual license to use such WCG Property solely in connection with the Deliverables, in the form provided as incorporated into the Deliverables, and solely for Client's internal purposes.

c) In performing the Services, WCG will comply with the WCG Privacy Policy (inclusive of security), which is available at http://www.wcgclinical.com/privacy-policy/ and incorporated herein by reference. The WCG Privacy Policy is subject to change at WCG's discretion; however, WCG policy changes will not result in a material reduction in the level of protection provided for any data entered by Client that resides in WCG's hosted software environment ("Client Data") during the period for which fees for the Software and/or Services have been paid. WCG reserves the right to provide the Services from locations, and/or through the use of subcontractors, worldwide. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Client Data.

d) WCG may compile and use statistical information related to the performance of the Software, WCG System, and/or Services, and may make such information publicly available, provided that such information does not incorporate individual Client Data (other than in an anonymous and aggregate

manner that does not identify Client as the source) and/or disclose Client's confidential information. WCG retains all intellectual property rights in such information.

e) With respect to the personal data of a Study subject which is collected in connection with a Study, Client will be the "data controller" and WCG the "data processor" as such terms are defined in applicable law. "Study" means a human subject research study with which Client is associated and for which WCG is providing Services.

6) **UNITS**

a) Subject to the terms of the Agreement, WCG may provide or lease to Client certain equipment, including but not limited to computer hardware and its peripherals, tablets, or other comparable devices, loaded with Software owned by WCG (the "Units"). The specific Units, the number of such Units to be provided by WCG and the technical support available for such Units shall be set forth in the applicable Work Order. Any Units provided may be used by Client solely in connection with the Services to be provided under the Agreement.

b) Client shall take all reasonable steps to protect such Units from theft or use contrary to the terms of the Agreement. Client shall not and shall not to permit any other person or entity to, disassemble or otherwise reverse engineer any Units. Client is not authorized to sell, rent, transfer, or distribute any Units, except as specifically permitted in the Agreement.

c) Client shall be responsible for loss or damage (other than ordinary wear and tear) of any and all Units provided to it, and as between WCG and Client, WCG shall at all times retain ownership of any Units that it may provide to Client, and WCG may make filings with public authorities to confirm such ownership.

d) WCG shall assign each Named User a unique user identification, password, and a role that dictates permission- based access to the Software, Units and/or Client Data as defined in Schedule A. Client shall not allow login accounts, user identifications, and passwords to be shared, even among other Named Users. Client bears the exclusive responsibility to ensure that each Named User is necessary to the Study and shall promptly inform WCG of any changes to a Named User's status with respect to the Study.

7) **FEES AND PAYMENT**

a) In consideration of the Services and Software provided hereunder, Client will pay WCG the license and service fees as set forth in the Agreement.

b) If the timing of payment is not set forth in the Agreement, Client shall remit payment for each invoice to WCG within thirty (30) days after receipt of each invoice.

c) Client shall reimburse WCG for all reasonable, documented, out-of-pocket expenses and pass-through costs incurred by WCG in connection with the performance of Services. All fees due hereunder and for licensing, hosting and maintenance are non-cancelable and the sums paid nonrefundable.

d) Client agrees to pay any sales, value-added or other similar taxes imposed by applicable law that WCG must pay based on the provision of the Services or license of the Software hereunder, except for taxes based on WCG's income.

e) Client agrees that Client has not relied on the future availability of any services, programs or updates in entering into the payment obligations hereunder; however, the preceding does not relieve WCG of its obligation to deliver the Service or Software that Client has ordered per the terms of the Agreement.

8) **TERM AND TERMINATION**

a) These T&Cs shall remain in effect and govern: (i) the Agreement until the termination or expiration of the Agreement, (ii) the use of the Software for the Software term set forth in the Agreement, and (iii) the use of SaaS for the Term of Access Rights set forth in Section 1(c) (collectively, the "Term").

b) Notwithstanding the foregoing, either Party may terminate an Agreement in the event of any material breach of the terms contained herein by the other Party which breach remains uncured for thirty (30) days after written notice thereof by the non-breaching Party.

c) In the event of any violation of Sections 1(c), 1(d), 1(e), 2(b), 2(c), 2(d), 2(e), 4 and Schedule A, and in addition to any other remedies WCG and/or its licensors may have, WCG may immediately terminate these T&Cs and all Agreements upon notice to Client.

d) Either Party may immediately suspend performance or terminate these T&Cs or an applicable Agreement upon written notice to the other Party upon the happening of any of the following events: (i) if continuation of the Services or provision of the Software would pose an undue risk to the health and/or wellbeing of a Study participant, or (ii) if any certificate, authorization, approval or exemption from a regulatory authority required for the conduct of the Services or offering of the Software is revoked, suspended, or expires without renewal, or (iii) if such Party is of the reasonable opinion that the continuation of the Services or provision of the Software would be in violation of applicable law or facilitate the violation of applicable law, or (iv) upon the other Party's becoming insolvent and/or unable to pay all material debts when due, including without limitation if the other Party files a petition in bankruptcy, or enters into an agreement with its creditors, or applies for or consents to the appointment of a receiver or trustee, or makes an assignment for the benefit of creditors, or suffers or permits the entry of any order adjudicating it to be bankrupt or insolvent.

e) Section 2(c), Section 5, Section 7 (to the extent accrued prior to termination), Section 9(b), Section 10, Section 11, and Section 12 shall survive termination or expiration of these T&Cs.

9) **WARRANTIES**

a) WCG warrants that: (i) the Software will perform in accordance with its published documentation in all material respects when installed and used in accordance with the WCG instructions and (ii) the Services will be performed in a good and workmanlike manner in accordance with industry standards. WCG warrants that it has all permits, licenses and third-party consents required for it to perform its obligations under these T&Cs and to provide Client with access to the Service and/or Software in accordance with these T&Cs. WCG shall have no obligations under this Section 9(a) if any nonconformance or failure of, or error in, the Software performance was caused by: (i) use of any third-party attachment, feature, hardware, software, or device that has not previously been validated for use with the Software; (ii) misuse of the Software or any use of the Software that is not in accordance with these T&Cs and/or the applicable documentation; (iii) alteration, modification, or enhancement of the Software by any entity other than WCG or its licensors (iv) failures due to lack of a suitable network environment, including sufficient bandwidth and connections to the internet, for all or any part of the Software to function as outlined in the applicable documentation; or (v) problems resulting from Client's configuration or manipulation of the Software, their respective components, or Study Data in ways that are not recommended by WCG. WCG's sole liability and responsibility for a breach of this warranty shall be to repair or replace any component of any such Software that does not operate in substantial accordance with WCG's applicable written specifications.

b) TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER WCG NOR ITS LICENSORS MAKE ANY WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS IN ANY SOFTWARE OR UNITS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF ANY SOFTWARE OR UNITS SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY WCG, ITS LICENSORS OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THESE T&CS. CLIENT AGREES THAT WCG AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE RESULTS OF THE SERVICES, INCLUDING BUT

NOT LIMITED TO THE DEVELOPMENT AND/OR APPROVAL OF THE STUDY DRUG AND/OR STUDY DEVICE BY ANY REGULATORY AUTHORITY.

10) **AUDIT**. WCG may audit Client's use of the Software or Service. Client agrees to cooperate with WCG's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Client's normal business operations. Client agrees to pay within thirty (30) days of written notification any fees applicable to Client's access to or use of the Service or Software in excess of Client's rights. If Client does not pay, WCG can end the provision of Client's Services or terminate Client's license to use the Software. Client agrees that WCG shall not be responsible for any of Client's costs incurred in cooperating with the audit.

11) **INDEMNIFICATION**

a) <u>WCG Indemnity</u>. WCG shall indemnify, defend, and hold harmless Client from and against any and all damages, costs and expenses (including attorneys' fees) incurred in connection with any third-party allegation, lawsuit, investigation, or claim (collectively "Claims") arising from (i) the gross negligence, or intentional misconduct on the part of WCG in connection with these T&Cs, (ii) a breach of any of WCG's obligations, representations or warranties under these T&Cs, or (iii) infringement of a third party's intellectual property rights based on WCG's use of WCG Property; provided, however, that WCG shall have no obligation of indemnity hereunder with respect to any Claim to the extent that such Claim arises from (i) the gross negligence, or intentional misconduct on the part of Client or (ii) a breach of any of Client's obligations under these T&Cs.

b) <u>Client Indemnity</u>. Client shall indemnify, defend and hold harmless WCG from and against any and all damages, costs and expenses (including attorneys' fees) incurred in connection with any third-party Claims arising from (i) any investigational drug or device dispensed or supplied, or procedure administered in the course of a Study, or any other person's use, consumption, sale, distribution or marketing of the investigational drug or device that is the subject of a Study, including the harmful or otherwise unsafe effect of such drug or device, (ii) the performance of Services by WCG hereunder in strict compliance with the terms of these T&Cs, (iii) any personal injury or property damage occurring in the course of Client's operations, (iv) any breach of these T&Cs by Client, or (v) the negligence, gross negligence or intentional misconduct on the part of Client; provided however, that Client shall have no obligation of indemnity hereunder with respect to a Claim to the extent that such Claim arises from (i) the gross negligence, or intentional misconduct on the part of a WCG, (ii) a breach of any of WCG's obligations, representations or warranties under these T&Cs, (iii) WCG's performance of activities outside the scope of these T&Cs, or (iv) infringement of a third party's intellectual property rights based on WCG's use of WCG Property.

c) The foregoing indemnification obligations are conditioned upon the Party seeking indemnification (the "Indemnified Party"): (i) notifying the Party from whom indemnification is sought (the "Indemnifying Party") promptly in writing, not later than thirty (30) days after the Indemnified Party receives notice of the claim (or sooner if required by applicable law); (ii) giving the Indemnifying Party sole control of the defense and any settlement negotiations; and (iii) giving the Indemnifying Party the information, authority, and assistance the Indemnifying Party needs to defend against or settle the claim.

d) If WCG believes or it is determined that any of the WCG Property may have violated a third party's intellectual property rights, WCG may choose to either modify the WCG Property to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not, in WCG's reasonable opinion, commercially reasonable, WCG may end the license for, and require return of, the applicable WCG Property and refund any unused, prepaid fees the other Party may have paid to WCG for such WCG Property. If such return materially affects WCG's ability to meet its obligations under an Agreement, then WCG may, at its option and upon thirty (30) days' prior written notice, terminate such Agreement.

e) WCG will not indemnify Client if the Client alters the WCG Property or uses it outside the scope of use identified in WCG's documentation or policies or if Client uses a version of the WCG Property which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the WCG Property which was provided to Client. WCG will not

indemnify Client to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by WCG, or (ii) any material from a third-party portal or other external source that is accessible to Client within or from the Service or Software (e.g., a third-party Web page accessed via a hyperlink). WCG will not indemnify Client to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by WCG. WCG will not indemnify Client for infringement caused by Client's actions against any if the Service or Software as delivered to Client and used in accordance with the terms of these T&Cs would not otherwise infringe any third party intellectual property rights. WCG will not indemnify Client for any infringement claim that is based on: (i) a patent that Client was made aware of prior to access of the Services or Software (pursuant to a claim, demand, or notice); or (ii) Client's actions prior to the provision of the Service or access to the Software.

f) This Section provides the Parties' exclusive remedy for any infringement claims or damages.

12) **LIMITATION OF LIABILITY**

a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THESE T&CS OR ANY AGREEMENT, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) THE TOTAL LIABILITY OF WCG IN CONNECTION WITH THESE T&CS OR ANY AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEES PAID FOR THE SPECIFIC SERVICES OR SOFTWARE GIVING RISE TO THE CAUSE OF ACTION.

13) **MISCELLANEOUS**

a) Notices. All legal notices required hereunder shall be in writing and sent to the address set forth in the applicable Agreement.

b) Severability; Reformation. The invalidity or unenforceability of any provisions of an Agreement or these T&Cs will not affect the validity or enforceability of any other provision. If any term of these T&Cs is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of these T&Cs.

c) Assignment. Neither these T&Cs nor any Agreement may be assigned or transferred by either Party without prior written consent of the other Party, provided that no consent shall be required in the event of a change of control or a sale of all or substantially all of the assets of a Party.

d) Independent Contractor. WCG, in performance of Services and provision of the Software under an Agreement, is acting as an independent contractor to Client, not an employee or agent of Client.

e) Waiver. No waiver of a breach of any provision of these T&Cs or an Agreement will be construed to be waivers of any other breach of these T&Cs or the Agreement, whether of a similar or dissimilar nature.

f) Force Majeure. No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control.

g) Insurance. Each Party will maintain, for the duration of these T&Cs and for a period of one (1) year following the termination of these T&Cs or any Agreement (whichever is longer), insurance with coverage amounts that are commercially reasonable to cover its obligations hereunder. Either Party will, upon written request from the other Party, provide certificates of insurance evidencing the above required coverage, and showing the expiration date of each such policy.

h) In addition, to the fullest extent required under applicable law, Client will maintain in full force and effect during the Term, clinical trials insurance coverage for all subjects who have been enrolled into any Study and/or in whom Study-related procedures are undertaken as specified in the applicable protocol.

i) <u>Governing Law and Venue</u>. The Parties will use reasonable efforts to resolve amicably any disputes that may relate to or arise under these T&Cs. These T&Cs shall be governed by the laws of the State of Delaware regardless of any choice of law principles, and any action arising from these T&Cs will be brought there. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these T&Cs.

j) <u>Entire Agreement</u>. These T&Cs, together with any Agreements, contain the entire agreement between the Parties and supersedes all other oral or written representations, statements, or agreements with respect to such subject matter. No amendment to these T&Cs shall be effective unless it is documented in a writing signed by each of the Parties hereto.

k) <u>Records</u>. WCG shall maintain complete, true and correct records relating to all the Services performed under the Agreement for as long as required by applicable law.

l) <u>Headings</u>. The headings of the articles included in these T&Cs are inserted for convenience only and are not intended to affect the meaning or interpretation of these T&Cs.

m) <u>No Third Party Beneficiaries</u>. These T&Cs shall not confer upon any other person, other than the Parties, any rights or remedies with respect to the subject matter hereof.

n) <u>Anti-Bribery</u>. Each Party warrants that it will not make any payment, either directly or indirectly, of any money or other consideration (hereinafter "Payment"), to government or political party officials, officials of international organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (hereinafter collectively "Officials") where such Payment would constitute violation of any law, including the U.S. Foreign Corrupt Practices Act. In no event shall either Party make any Payment either directly or indirectly to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of this Agreement or any other aspect of its business.

o) <u>Export Laws</u>. Client will not acquire, ship, transport, export or re-export the Software, directly or indirectly, into any country in violation of the United States Export Administration Act, the United States Foreign Corrupt Practices Act, and the United States Anti-Boycott Regulations, and their respective regulations or any other applicable law.

p) <u>Non-Solicitation</u>. For the Term and a period of one (1) year following the completion date of any Services, Client will not hire, solicit, or attempt to solicit the services of any employee or contractor of WCG who is engaged, directly or indirectly, in the provision of such Services to Client without the prior written consent of WCG.

SCHEDULE A

MAINTENANCE, TECHNICAL SUPPORT AND SERVICE LEVEL AGREEMENT

The Parties agree to the following service level descriptions and terms relating to the support and availability of the applicable Service and/or Software.

1.   **STORAGE.** If applicable, WCG shall allocate electronic storage space for Client Data as set forth herein. "Client Data" means (i) all data, information, content and other materials pertaining to any and all users of the Services and (ii) all data, information, content and other materials emanating from the use of, concerning or contained in, or otherwise transmitted by or through, the Services. WCG will use commercially reasonable efforts to notify Client when the storage space used by Client is close to exceeding or has exceeded the allocated amount. Additionally, WCG reserves the right to increase Client's storage space automatically, without Client's prior request, by additional multiples of 10GB, if Client has exceeded the storage capacity which was allocated to Client, equivalent to an amount that would at least cover the allocated storage shortfall. Upon the automatic increase of storage by WCG, Client will be billed for additional storage in accordance with an applicable agreement. Any failure by WCG, however, to so notify Client as set forth in this SLA shall not affect Client' responsibility for any such additional storage charges. WCG reserves the right to establish or modify its general practices and limits relating to storage of Client Data. Client is responsible for migration/import/addition of Client Data to the storage space allocated to the Client as supported by the applicable Services.

2.   **ACCESS.** Client access to the Service is supported under the following Client requirements:

Web Browser – used on the system to access Web Application	Microsoft Edge or Google Chrome
Network Communication – includes Firewalls, network egress points to the internet, or SMTP gateways	-HTTP and HTTPS with destination ports TCP/80 and TCP/443 from any TCP source port. The following are part of trusted sites and safe senders list for Software provided by WCG: -CenterWatch.com -qdss.io -madders.io -alearn.io -epharmasolutions.com is part of trusted sites and safe senders list for Software provided by ePS. Allowing the hosting servers to communicate. -*.medavante.net (208.91.42.0/23) is part of trusted sites in your firewall-allowing the internet hosted servers to communicate to the tablets (all traffic should be infiltered), and the email domain to your safe senders list to ensure connection from Software provided by

	MedAvante-ProPhase. If service-based connections are not allowed, the source IP address of Medavante.net servers must be allowing bi-direction connection over ports: TCP: 80/443, 8091, 8888, 8443, 8050, 8000 and 8081 UDP: 8446 STOMP: 61616. -velos.com and veloseresearch.com are parts of trusted sites and safe senders list for SaaS provided by Velos.
Network Connection Speed	-Minimum 10 Mbps network connection speed is required for audio or data only and 20 mbps for video.

3.   SERVICES AVAILABILITY.

Once the Services are configured for Client and accessible to the authorized users (as defined in the applicable Work Order) for use in business workflows other than for testing purposes, and subject to and excluding the Exclusions set forth below in Section 6, WCG shall use commercially reasonable efforts to maintain Services Availability 99.5% of the time during the Term calculated per calendar quarter. For any partial calendar quarter during which Client subscribes to the Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Client subscribed.

For purposes of this SLA:

   a. "Services Availability" is calculated with respect to the Services, as the total number of minutes in a month minus any Unexcused Downtime (as defined herein), divided by the total number of minutes in a month.

   b. "Unexcused Downtime" is defined as time in which the Services is materially inoperative and unavailable for five (5) or more consecutive minutes, and does not include Excused Downtime (as defined herein) or time attributable to: (i) Client's environment, hardware, software, external integrations, network providers, or security settings; (ii) third-party applications, software, hardware or other components; or (iii) force majeure events.

   c. "Excused Downtime" means (i) a prearranged maintenance window as determined by WCG, where downtime may occur for the Services; (ii) any downtime occurring outside of regular maintenance windows where WCG has provided advance notice to Client (including but not limited to, broad impact security vulnerabilities, architectural migrations and/or hosting changes); (iii) daily backups and normal weekday maintenance; and/or (iv) any unavailability caused by Client, including without limitation, Client-initiated changes whether implemented by Client or WCG on behalf of Client, exceeding authorized system capacity, non-compliance with Client-side system requirements, Client-supplied integrations (i.e. non-availability of Client-owned systems with which WCG integrates), acts or omissions of Client, its employees, agents, third-party contractors or vendors, or anyone gaining access to the Services at the request of Client, violations of the Privacy Policy, negligence or willful misconduct of Client or others authorized by Client to use the Services, or any failure of Client-provided local access facilities.

4.   MAINTENANCE AND TECHNICAL SUPPORT.

WCG may issue updates to the Services from time to time according to its development schedule, which is under WCG's exclusive control. If WCG releases an update to the Services, it will apply the update to the Services according to its standard implementation schedule, in WCG's sole discretion. WCG will make commercially reasonable efforts to provide updates to the Services only during periods of scheduled maintenance. WCG reserves the right, when issuing an update to the Services to revise existing features or functionality so long as such revision does not materially detract from the functionality of the Services. WCG will make reasonable efforts to keep Client apprised of planned revisions to the Services. WCG reserves the right to include new functionality or modules that may be made available to Client for additional fees.

a. WCG shall provide technical assistance to Client with respect to production use of the Services at telephone numbers and email addresses designated by WCG from time to time at help@investigatorspace.com for Trifecta's InvestigatorSpace, support@epharmasolutions.com for ePS Software, customersupport@velos.com for Velos Software, and HelpDesk@medavante.com for MedAvante-ProPhase Software, support@qdss.io for QDSS, and @support@madders.io for MADDERS & support@alearn.io for aLearn support from Analgesic Solutions Software (provided, however, that no e-mail shall be deemed "received" by WCG until WCG has notified Client that such e-mail has been received, such receipt to be given within 24 hours). Technical support shall be available Monday through Friday, 8:00 A.M. through 10:00 P.M. Eastern Time (except on holidays when banks are closed in New York City), and subject to the Response Times indicated in Table 1 below. All weekend support requests submitted via email will be addressed the following Monday. For emergency Saturday-Sunday and Holiday support situations please phone the WCG Help Desk to escalate (phone numbers found at help.epharmasolutions.com for ePS and iConnect, https://velos.com/contact-us for Velos and http://www.medavante-prophase.com/support/ for MedAvante-ProPhase). For clarity, technical support does not include any consulting, client-specific configuration or development, business support, on-site services, or training services, each of which can be separately contracted for by Client. Technical support is limited to: (i) error correction; (ii) technical support provided to the technical contact designated by Client relating to the applicable Services; and (iii) applicable Services updates that WCG in its sole discretion makes generally available to any similarly situated client that is up to date on all fees due under its current agreement.

b. The following table defines the response times relative to severity levels of technical support requests initiated by Client to WCG. The severity levels shall be reasonably assigned by WCG.

Severity Level	WCG Response Time
Severity 1 - Critical business impact: All users of the Services cannot access any portion of the Services; Client Data has been lost or corrupted.	WCG support staff will respond to problem within two (2) hours during business hours or within four (4) hours during non-business hours.
Severity 2 – Significant business impact: All users from a single site location can no longer access the Services; multiple users report intermittent access to the application; specific functionality is failing; system has a significant problem with the possibility of impacting Client's production environment.	WCG support staff will respond to problem within six (6) business hours during business hours.
Severity 3 – Business impact: A problem exists with the application, but there has been no loss of Client Data associated with the reported error.	WCG support staff will respond to problem within one (1) business day.

c. WCG shall follow the following procedures for Severity 1 and Severity 2 technical support requests:

  i. Severity 1 Errors - WCG shall promptly commence the following procedures: (i) assigning WCG engineers or other trained personnel to correct the error(s); (ii) notifying WCG management that such errors have been reported and of steps being taken to correct such error(s); (iii) providing Client with periodic reports on the status of the corrections; (iv) if appropriate, initiating work to provide Client with a Services Update; and (v) if appropriate, providing WCG engineers, or other trained personnel, onsite at Client's facilities.

  ii. Severity 2 Errors - WCG shall promptly commence the following procedures: (i) assigning WCG engineers or other WCG-trained personnel to correct the error; (ii) notifying WCG management that such errors have been reported and of steps being taken to correct such error(s); (iii) providing Client with periodic reports on the status of the corrections; (iv) if appropriate, initiating work to provide Client with a Services Update; and (v) if appropriate, providing WCG engineers, or other trained personnel, onsite at Client's facilities.

d. Requests for technical support which are classified as Severity 3 that are submitted outside of business hours shall commence on the next WCG business day.

5. **CLIENT RESPONSIBILITIES**

a. Client shall be responsible for (i) monitoring first level errors (in the event of an error, Client's technical contact(s) shall provide WCG with details of the error and WCG shall commence error correction consistent with the terms of this Schedule); (ii) supporting data feeds, pipelines and application maintenance; and (iii) providing first level technical support to end users.

b. Client will designate a technical contact to serve as the primary contact for WCG in triaging and correcting errors. The technical contact will be reasonably available and able to provide necessary assistance and cooperation to allow WCG to provide and Client to receive the support services, as applicable, and to collect relevant information to any error correction and report it back to WCG as soon as reasonably possible.

c. Client will ensure that Client's network, systems and infrastructure (collectively "Client Systems") are properly configured, maintained, and coordinated to facilitate the provision and receipt of support services, including by:

   i. configuring Client Systems (e.g., suitable firewalls) to allow the receipt of the support services, including any updates to the Services, fixes, and or workarounds provided by WCG's continuous delivery system, and to allow the provision to WCG of analytics, statistics, and other data related to Client's use of the Services; and
   ii. notifying WCG at least five (5) business days in advance of any known events that may cause disruptions to Client's use of the Services (such as modifications to the Client Systems, power outages, changes in security, authentications, operating systems, file formats, data feeds, and/or infrastructure).

d. Client will administer any necessary accounts (e.g., creating new user accounts, maintaining existing accounts, provisioning user permissions and access for WCG to provide the support services). Client will also provide WCG with all necessary onsite and/or remote access to Client's facilities and Client Systems (such as by provided badges and access credentials), where applicable.

6.   EXCLUSIONS. WCG shall have no obligation to support (as applicable): (i) the Services, to the extent that such Services has been altered, modified or damaged (by someone other than WCG); (ii) error correction to the extent that such errors are caused by the Client, a third party acting on behalf of the Client, and/or any Client or third-party hardware or software (including data feeds, operating systems and/or network equipment); (iii) Services problems caused by Client's, or a third party acting on behalf of Client, negligence, abuse, misapplication, or misuse of the Services or use other than as specified in WCG's documentation, or other causes beyond the control of WCG; (iv) use of the Services with, including without limitation, installation on, any hardware that is not supported or provided by WCG; (v) any Services for which WCG has released a fix or update that remains unimplemented due to Client's action or inaction (including through failure to permit the application of WCG's continuous update service); and/or (vi) a failure in Client authored and maintained code. WCG will not be responsible for any support failures or delays to the extent that such failures or delays result from Client's failure to fulfill its obligations hereunder.

THE TERMS SET FORTH IN THIS SLA ARE NOT A SERVICE WARRANTY. THE SERVICE AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS SCHEDULE IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.