

#### TERMS OF SERVICE

This Terms of Service Agreement ("TOS") is effective as of the date of final signature below ("Effective Date") and is made by and between Panalgo LLC, a Delaware limited liability company having offices at 265 Franklin Street, Suite 1101, Boston, Massachusetts 02110 ("Panalgo"), and #[COUNTERPARTY]#, a #[COUNTERPARTYTYPE]# with its principal place of business at #[COUNTERPARTYADDRESS]# ("Customer") on behalf of itself and its Affiliates.

#### 1. Definitions

- a) "Affiliate" means an entity which controls, is controlled, or is under common control with a party or any other entity controlled by such party, where "control" means (i) the indirect or direct or beneficial ownership of a voting interest of at least fifty percent (50%) (or in a foreign jurisdiction where majority ownership is prohibited by law, the maximum ownership percentage permitted by law) or (ii) the right or power, directly or indirectly, to elect a majority of the Board of Directors, or (iii) the right or power to control management.
- b) "Confidential Information" means all forms and types of financial, business, marketing, operations, scientific, technical, software code (executable, source, wrapped, unwrapped, or otherwise), economic and engineering information, whether tangible or intangible, disclosed in writing or by way of any other media; and all copies, digests, summaries of the information, except (in either case) any portion thereof that the receiving party can demonstrate by clear and convincing evidence:
  - was known to them before receipt thereof from or on behalf of disclosing party or any affiliate, supplier, customer, employee, contractor or agent of the disclosing party;
  - ii) is disclosed to the receiving party by a third person who has a right to make such disclosure without breach of any obligation to the disclosing party and with respect to which such third person owes no duty of confidentiality to discloser:
  - iii) is or becomes generally known in the trade without violation of this TOS by the receiving party; or
  - iv) is independently developed by the receiving party or its employees to whom the disclosing party's information was not disclosed and without reference to the information;

provided that only the specific information that meets the exclusion shall be excluded and not any other information that happens to appear in proximity to such excluded portion (for example, a portion of a document may be excluded without affecting the confidential nature of those portions that do not themselves qualify for exclusion).

- c) "Customer-Provided Proprietary Database" means any Database proprietary to Customer and provided to Panalgo as Customer's Confidential Information hereunder for the purpose of being hosted by Panalgo for use within the SaaS System.
- d) "**Database**" means Extract Database(s) and Full Database(s), collectively.
- e) "Extract Database" means a structured set of data contained in or derived from certain patient medical information for a specific subpopulation that comes in one delivery with a single schema.
- f) "Full Database" means a structured set of data contained in or derived from certain patient medical information for a full population.
- g) "**Order**" means any signed document specifying Services to be provided pursuant to this TOS.
- h) "Results" means all outputs from the SaaS System that are generated in response to inputs to the SaaS System provided by Customer, which outputs include project specifications, tables, charts, descriptive statistics, regression outputs, matching balance statistic, or dashboards (in each case whether viewed using the SaaS System or exported in accordance with the SaaS System documentation).
- i) "SaaS System" means Panalgo's hosted software system provided on a software-as-a-service basis as further outlined in an Order.
- j) "Services" means the SaaS System and Support Services, collectively, as well as any other Services expressly designated as such in an Order under this TOS.
- k) "**Support Availability Window**" means Monday-Friday, 8:00 a.m. 6:00 p.m. Eastern time, excluding Panalgo holidays and closures.
- "Support Services" means those training, account management, and support services provided by Panalgo to Customer pursuant to an Order.
- m) "Users" means Customer's employees, consultants, and contractors (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this TOS; and (ii) for whom access to the Services has been purchased hereunder.
- 2. Services
- Subject to Customer's compliance with this TOS and timely payment of all fees payable hereunder, Panalgo hereby grants to Customer the non-exclusive, non-

- transferable right to access the Services as outlined in an Order, solely to perform research for Customer's own benefit. In any Order signed by or on behalf of a Customer Affiliate, "Customer" shall refer to the Customer Affiliate identified therein.
- b) Panalgo is responsible for ensuring 99.5% availability of the SaaS System through an approved web browser, 24 hours a day, 7 days per week, excluding scheduled maintenance. Panalgo is not responsible for problems arising from the Users' computer, software, internet access, or any other matter not related to the technical operation of the SaaS System.
- Customer shall (i) ensure that only the personnel identified as Users access the Services and solely for the number of Users specified in an Order; (ii) access only those portions of the Services for which access has been granted on an Order; (iii) comply with the current policy located at https://panalgo.com/acceptable-use-policy/ ("Acceptable Use Policy") at all times; (iv) provide Panalgo with reasonably requested details pertaining to Customer's underlying Database licenses (which are in no way incorporated herein and which Customer remains d) solely responsible for any misuse or violation of), such as termination dates and access restrictions; and (v) notify Panalgo no less than thirty (30) days' prior to each upcoming Database renewal or expiration date. Panalgo may, directly or indirectly, by use of any other lawful means, suspend, terminate, or otherwise deny Customer's or any User's access to or use of all or any part of the Services or SaaS System without incurring any resulting obligation or liability, if Panalgo believes, in its good faith and reasonable discretion, that Customer or User is a direct competitor of Panalgo's or the Services or SaaS System were accessed for any competitive or benchmarking purpose.
- d) Customer shall not (and shall not attempt to) reverse engineer, disassemble or decompile the Services, in whole or in part, or otherwise attempt, as applicable, to create, discover or reproduce the source code thereof or its equivalent. Customer shall ensure that no unauthorized persons will gain access to the Services and is not permitted to use its access to provide time sharing or service bureau processing for the benefit of third parties. For the avoidance of doubt, dissemination of Results in accordance with this TOS would not be violations of this section, however demonstrating the system to other parties or allowing access by departments for which access was not granted under an Order would constitute a material breach.
- e) Unless otherwise agreed upon, Users must be (i)
  Customer employees; or (ii) individuals pre-approved in
  writing by Panalgo. Such approval may be withheld or
  revoked by Panalgo in its sole discretion at any time.
- f) Each party shall comply with all applicable laws, including those governing privacy and personally identifiable information. Customer shall notify Panalgo in writing of any changes in, or revocation of, permission

by an individual to use or disclose personally identifiable information.

## 3. Fees and Payment

- a) Customer agrees to pay Panalgo according to the fee, payment, and invoicing terms in the Order.
- b) All fee, payment, and invoicing related communications from Customer (such as purchase orders and invoice inquiries) shall be sent to Panalgo via electronic mail to AR@panalgo.com. If Customer requires that Panalgo use an online invoicing system to submit invoices, Customer shall provide Panalgo with access to said system at Customer's sole cost. In the event Customer uses SAP Ariba, Customer shall provide Panalgo with a standard account (or the current equivalent which can be provided by a buyer in Ariba).
- c) Invoices shall be paid by Customer no later than thirty (30) days from the date of invoice. Panalgo also reserves the right to charge interest at the highest lawful rate for any late payments, and to suspend performance without liability at any time that all unpaid fees and accrued interest payment is not received.
- d) Customer shall reimburse Panalgo for all reasonable expenses actually incurred by Panalgo in performance of its obligations under this TOS, including fees paid to a third party which are directly associated with, and necessary for, Panalgo to host Databases on Customer's behalf. Panalgo will obtain Customer's approval prior to traveling to customer sites in the performance of Services. All expenses incurred will be invoiced monthly in arrears without markup.
- e) Customer is responsible for paying all taxes, levies, duties and other such assessments associated with the Services, including but not limited to value-added, sales, use or withholding taxes (collectively, "Taxes"). In addition to the fees outlined in each Order. Panalgo will invoice Customer for applicable Taxes and Customer shall pay such amounts unless Customer provides Panalgo with a valid tax exemption certificate authorized by the appropriate taxing authority. In the event Customer is located in the United States, applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the location of Customer's offices as listed in the preamble to this TOS (or for a Customer Affiliate, in the applicable Order). Customer is not responsible for taxes based on Panalgo's
- f) The parties expressly agree that no invoices, credits, or disputed amounts for one Service may be off-set, credited against, or applied towards any other Services provided under this TOS without Panalgo's prior written consent.

# 4. Confidentiality

a) Each recipient ("Recipient") agrees to use the Confidential Information of the other party ("Discloser") solely to perform its obligations and exercise its express rights hereunder (the "Permitted Purpose"). In the case of Customer as Recipient, Confidential Information of Panalgo includes the Services and all supporting

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- documentation, including but not limited to, slide presentations, Services documentation, and any and all information about or which could be used to infer details about Panalgo's products. In the case of Panalgo as Recipient, Confidential Information of Customer includes Customer-Provided Proprietary Databases, the status of Customer's products, including research and development efforts and input specifications submitted to the SaaS System by Customer. Each Discloser has invested extensive time, money, and resources in creating and maintaining its proprietary Confidential Information and each Recipient acknowledges that certain Confidential Information is protected as a trade secret under applicable laws.
- b) Recipient agrees (i) to keep secret and maintain the Confidential Information as confidential and to hold the Confidential Information in trust for the exclusive benefit a) of the Discloser; (ii) to segregate the Confidential Information from the Recipient's other information and that of third parties; (iii) not to copy the Confidential Information; (iv) to exercise all reasonable precautions to prevent unauthorized access to the Confidential Information; and (v) to return promptly to the Discloser at any time upon the Discloser's request, any and all materials pertaining to or containing any Confidential Information irrespective of who prepared the Confidential Information (provided that (1) nothing herein requires Recipient or its employees or contractors to erase any Confidential Information that is in an archived computer backup system in accordance with its or their respective security and/ or disaster recovery procedures, and (2) Recipient may retain copies of Confidential Information to the extent required to comply with legal or regulatory requirements).
- c) Recipient shall not disclose the Confidential Information to any person or entity not a party to this TOS other than such of Recipient's contractors and employees who (i) have a need to know the Confidential Information for the Permitted Purpose, (ii) are apprised of the confidential nature of the Confidential Information and of the restrictions set forth herein and are bound by written obligations of confidentiality at least as restrictive as those set forth herein, and (iii) are not engaged in any business that competes with Discloser.
- d) Recipient shall to the extent permitted by applicable law (i) promptly notify Discloser upon learning about any court order or other legal requirement that purports to compel disclosure of any Confidential Information and (ii) cooperate with the Discloser in the exercise of the Discloser's right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. Recipient may comply with any such court order or other legal requirement, but any Confidential Information so disclosed shall continue to be treated as Confidential Information hereunder.
- Each Recipient shall bear responsibility for breach of its obligations hereunder by any of Recipient's employees, contractors, or agents (and in the case of Customer, any

- User or other persons who gains access to the Services using log-in credentials issued to Customer).
- f) The parties agree that any breach or threatened breach of this section by Recipient would cause not only financial harm, but irreparable harm to Discloser; and that money damages will not provide an adequate remedy. In the event of a breach or threatened breach by Recipient, the Discloser shall, in addition to any other rights and remedies it may have, be entitled to seek an order of specific performance and/or an injunction (without the necessity of posting any bond or surety) restraining the Recipient from disclosing or using, in whole or in part, any Confidential Information.
- Recipient's obligations under this section shall survive the termination of this TOS.

## 5. Proprietary Rights.

- a) Each party reserves all right, title and interest in and to its own proprietary information, data, know-how, methods, processes, software and other inventions, works, technologies and materials, as well as feedback, suggestions, improvements or other inventions, ideas or works of authorship derived from or based upon the information, including its Confidential Information and the other party shall not take any action inconsistent with that title and ownership.
- b) To the extent permitted by law, and except as expressly provided in this Section 5 and subject to Customer's underlying license to any applicable Databases, all right, title and interest in and to (i) Results; and (ii) any item specifically designated in the Order as "Customer-Owned Deliverable" (each a "Customer-Owned Deliverable") shall vest in Customer.
- Notwithstanding the foregoing, Customer acknowledges c) that any tools, utilities, software, know-how or other intellectual property of general applicability (each, a "Standard Tool") is and remains the sole property of Panalgo, even if used, or incorporated into the Results or Customer-Owned Deliverables. Contingent on Customer's continued compliance with all terms of this TOS, Panalgo grants to Customer a perpetual, worldwide, royalty-free, non-exclusive, non-transferable license to use such Standard Tools solely to facilitate its internal use of the corresponding Customer-Owned Deliverable. Customer's failure to comply with this TOS shall result in an immediate revocation of the foregoing grant and the foregoing license to Standard Tools will automatically terminate.

## 6. Term and Termination

- a) The term of this TOS shall commence upon the Effective Date and continue in effect until terminated in accordance with the terms herein.
- b) Either party may terminate this TOS upon written notice to the other party if (i) there are no active Orders; (ii) Customer or any of its Affiliates develop or offer for commercial use any product or service that competes with any Service or (iii) the other party has breached a material term of this TOS and has failed to cure the breach having followed the following cure process: upon

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- notice of a material breach the breaching party will have 30 days to cure such breach and the notifying party will have 10 days to determine if said breach has been cured and if not, will renotify the breaching party of continued material breach. The breaching party will have 30 additional days to cure such breach and both parties agree that during this second cure period that senior executives of the parties will meet to discuss in good faith the impact of such breach and alternative solutions if a cure is not deemed commercially feasible.
- c) In the event Panalgo terminates any Order due to Customer's breach, Customer shall pay all fees that would have accrued through the end of the then current term of the Order had it not been so terminated.
- d) Termination of this TOS will terminate all Orders made pursuant hereto, however termination of an Order will have no impact on this TOS or any other Order.

### 7. Representations & Warranties

- a) Each party hereby represents and warrants to the other that it has all requisite power and authority to execute, deliver and perform this TOS and to consummate the transactions contemplated hereby, that this TOS has been duly authorized, executed and delivered by such party, constitutes the legal, valid and binding obligation of such party, and is enforceable against such party in accordance with its terms.
- Each party shall comply with all applicable laws governing privacy and personally identifiable information, including state, federal, and foreign laws.
- c) Customer represents and warrants that all data uploaded into Databases, the SaaS System, or otherwise provided to Panalgo by or through the Services has been deidentified in accordance with all applicable laws, including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Customer further agrees to indemnify Panalgo from and against any and all claims, demands, actions, liabilities, damages, and expenses (including court costs and attorneys' fees and government fines and penalties) arising directly or indirectly from any third party out of a breach of this Section 7(c).
- d) Panalgo represents and warrants that the SaaS System will not infringe any third party intellectual property rights registered to the fullest extent commercially feasible and enforceable within the United States of America (e.g. USPTO TM) or the European Economic Area (e.g. EUIPO TM) when used in accordance with the current documentation ("Infringement Warranty"). Except as expressly set forth in this section, Panalgo (on behalf of itself and its suppliers and licensors) disclaims all warranties, whether express or implied, oral or written, with respect to the Services, including, without limitation, all implied warranties of title, noninfringement, non-interference with enjoyment or possession, availability or absence of interruption, absence of software or data errors, accuracy or completeness of informational content, system

- integration, merchantability, or fitness for any particular purpose, and all warranties implied from any course of dealing or usage of trade. Customer acknowledges that no warranties other than those contained in this Section have been made to Customer by or on behalf of Panalgo or otherwise form the basis for the bargain between the parties.
- e) Customer's sole remedy for a breach of the foregoing Infringement Warranty shall be for Panalgo to (i) secure for Customer the right to continue using the SaaS System; or (ii) replace or modify the SaaS System to render it noninfringing, provided such modification or replacement will not materially degrade SaaS System functionality; provided that if neither of the foregoing are commercially reasonable, Panalgo may terminate access granted under this Agreement to infringing Services, and refund any pre-paid unused fees for same.

## 8. Indemnification

- Each Party ("Indemnitor") shall indemnify, defend and hold the other party, its Affiliates and the respective directors, officers, employees, agents and representatives of each of the foregoing (each, an "Indemnitee") harmless from and against any and all claims, demands and actions, and any liabilities, damages and expenses (including court costs and attorneys' fees and government fines or penalties) directly arising from any third party claim alleging (each a "Covered Claim") (i) Indemnitee's use of, or access to, any process, data (including Customer-Provided Proprietary Databases), hardware, or software supplied by Indemnitor for use in conjunction with the Services (each, an "Item") was improper or wrongful, and violated a third party's rights (including, but not limited to, personal data, privacy and intellectual property rights); (ii) violations of the Indemnitor's obligations pertaining to Confidential Information; (iii) violations of the Indemnitor's obligations to comply with applicable laws and regulations; and/or (iv) death, bodily injury or damage to tangible property proximately caused by Indemnitor's gross negligence or willful misconduct.
- Notwithstanding the foregoing, Covered Claims do not include, and Indemnitor shall have no liability or obligation to Indemnitee hereunder with respect to, any claim based upon (i) Indemnitor's compliance with instructions or specifications of Indemnitee; (ii) modifications, alterations, combinations or enhancements of an Item not created or specified by Indemnitor (except to the extent that such claim would lie against the unmodified, unaltered, uncombined, unenhanced Item); (iii) use of the Item in an application or environment or on a platform or with devices for which the Item was not designed or contemplated or licensed, if the claim of infringement would have been avoided by the use of the Item in an application or environment or on a platform or with devices for which the Item was designed or contemplated or licensed; (iv) use of the Item for any purpose other than purpose for which it was provided or outside the scope of any license granted with

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- respect to the Item; or (v) any article of commerce into which the Item is incorporated by any Indemnitee.
- To obtain the benefit of the foregoing indemnification, the Indemnitee must (i) promptly provide notification of the claim and reasonable cooperation to Indemnitor; provided that failure to promptly notify Indemnitor shall not limit the claim for indemnification hereunder except to the extent that such failure actually prejudices Indemnitor; (ii) tender to Indemnitor complete control of the defense, settlement and compromise of the claim; provided that Indemnitor shall not settle any such claim without the consent of Indemnitee unless a full release of Indemnitee and all other Indemnitees is obtained from all third party claimants; and (iii) not make any admissions to any third party regarding the claim or settle any indemnified claim except as approved by Indemnitor in writing or as required by applicable law. Indemnitee may participate in its defense at its own cost and expense and Indemnitor will consult with Indemnitee in connection with defense and settlement. Nothing contained in this provision or TOS is intended to require Indemnitor to pay to Indemnitee any amount other than (1) for the costs of Indemnitee's defense, if Indemnitor elects not to defend; and (2) such amounts actually paid by Indemnitee to the third party claimant, if Indemnitor fails to pay the third party claimant directly for any settlement approved by Indemnitor or any finally awarded judgment in favor of the third party claimant. The foregoing states the entire liability of Indemnitor in respect of any Covered Claim.

# 9. Limitation of Liability

- a) **Special Damages**. Except as provided in Section 9(c), in no event will either party be liable for any consequential, special, incidental, indirect, punitive, exemplary, or multiple damages arising out of or in connection with this TOS or the performance of the Services hereunder.
- b) **Limitation of Liability**. Except as provided in Section 9(c), each party's maximum aggregate liability for all claims, liabilities or obligations arising under this TOS (other than Customer's payment obligations) will in no event exceed the fees contractually agreed upon for first twelve (12) months of the Order giving rise to the claim.
- c) Exceptions. The limitations of this section do not apply with respect to damages arising from breach of the other party's intellectual property rights, satisfaction of indemnification obligations, damages owed to Panalgo for termination due to Customer's uncured breach, or breaches of confidentiality obligations. The limitations of this section are independent from all other provisions of this TOS and shall apply notwithstanding the failure of any remedy provided in this TOS.

# 10. General Provisions

a) Relationship of Parties. For the purposes of this TOS, each party hereto shall be, and shall be deemed to be, an independent contractor and not an agent, partner, joint venturer, representative or employee of any other party. Neither party shall have authority to make any statements, representations, compromise of rights or

- commitments of any kind, assume or create any obligations, or to accept process for or take any other action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing by the other party.
- b) Notices. Unless otherwise provided, any notice to be given by one party to the other shall be in writing and delivered personally, by certified or registered mail (postage prepaid), or by nationally recognized overnight courier, to the following address:

### **Address for Panalgo:**

Panalgo LLC 265 Franklin Street, Suite 1101 Boston, MA 02110 Attention: Legal Notices

(with copy to legal@norstella.com)

#### **Address for Customer:**

Customer Address Address

Attention: Legal Notices

Either party may update their notice address by providing notice to the other party. Any notice, if mailed by certified or registered mail, properly addressed and postage prepaid, shall be deemed made on the third (3<sup>rd</sup>) business day after mailing if mailed from and to a United States address and shall be deemed made when received otherwise. In hand and couriered deliveries are deemed made when delivery to the recipient organization is complete (or upon intentional refusal of said delivery).

- c) Headings. Section and subsection headings contained in this TOS are inserted for convenience of reference only, shall not be deemed to be a part of the TOS for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- d) **Entire Agreement; Amendments.** This TOS constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties pertaining to such subject matter. The mutual nondisclosure agreement between the parties dated \*\*\*, is hereby terminated as of the Effective Date of this TOS. No supplement, modification, amendment, or waiver of this TOS shall be binding unless executed in writing by both parties. The parties agree that any additional or different terms including any contained in a Customer purchase order, Invoicing Website or remittance communication are not applicable. Any schedules, Orders, or other documents attached to or referenced by

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- this TOS are incorporated herein by reference and are binding on the parties.
- e) Waiver. The waiver by any party of a breach of any provision of this TOS shall not operate or be construed as a continuing waiver or a waiver of any subsequent breach. No waiver of any of the provisions of this TOS shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar).
- f) Severability. If any term or other provision of this TOS is invalid, illegal or incapable of being enforced by any rule of applicable law or public policy, all other conditions and provisions of this TOS shall nevertheless remain in full force and effect. Upon such determination j) that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this TOS so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereunder be consummated as originally contemplated to the fullest extent possible.
- Order or Change Order without the written consent of the other party; *provided* that without the need for consent, either party may assign all but not less than all of its rights and obligations under this TOS and all Orders and Change Orders to a successor in interest to all or substantially all of the business of such party so long as the assignee could not reasonably be considered to be a competitor of the other party. Any attempted assignment, delegation or transfer in contravention of this TOS shall be null and void. This TOS shall bind and inure to the benefit of the parties to this TOS and their respective successors, and permitted assigns.
- h) **Governing Law**. This TOS shall be governed by and construed in accordance with the substantive laws of the State of New York, USA, without regard for any choice

- or conflict of laws rule or principle that would result in the application of the domestic substantive law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this TOS.
- i) No Implied Licenses. Nothing contained in this TOS shall be construed as conferring any license or right whether by implication, estoppel or operation of law except as expressly stated herein, or construed as an admission of infringement or validity, or as a waiver of rights to contest the validity, infringement or enforceability of any intellectual property right.
- j) Further Assurances. At any time and from time to time, each party will, without further consideration, take such further action and execute and deliver such further instruments and documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this TOS.
- k) No Third-Party Beneficiaries. This TOS do not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this TOS
- 1) Force Majeure. No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this TOS to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- m) **Publicity**. Panalgo may list Customer as a customer of the Services in selected written materials, including slide presentations, press releases, and on the Panalgo website.
- n) **Survival**. The sections of this TOS which must survive expiration or termination of this TOS in order to achieve their intended purposes shall so survive.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, the parties have caused this TOS to be executed by their authorized representatives as of the Effective Date:

Customer: #[COUNTERPARTY]#	Panalgo: Panalgo LLC
Ву:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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