

DATA LICENSE AND SUBSCRIPTION AGREEMENT

This Data License and Subscription Agreement is entered into as of the dates set forth below

Between

Lend-Rx Technology, SAS, Paris Commercial Court RCS Number: 839008109, with its registered office at 124 Rue Saint Dominique, 75007 Paris, France (the "**Vendor**");

And

(the "Subscriber"),

(Vendor and Subscriber each a "**Party**", and/or together the "**Parties**")

Whereas

- (A) Vendor produces alternative data on securities related to the Biotechnology and Pharmaceutical sectors through delivery of three kinds of data sets, **Lend-Rx Listener Company** and **Lend-Rx Listener Drugs; Lend-Rx Listener Tweets**
- (B) Subscriber is in the business of investment management and/or other, related financial services and uses various types of data in its operations; and
- (C) Subscriber wishes to receive and use, and Vendor to provide, data product **Lend-Rx Listener** on terms set forth hereafter;

NOW IT IS HEREBY AGREED AS FOLLOWS

1. Definitions

Affiliate means, with respect to an entity, any entity controlled by, controlling, or under common control with the first entity, whereby control means ownership of a majority of the voting stock or the ability to determine its management.

Agreement means this Data License and Subscription Agreement, together with any schedules or appendices referred to and incorporated herein, including by reference, as may be amended by the Parties from time to time.

Audit has the meaning ascribed to it in Clause 13.1.

Commencement Date means the date of first Delivery of the Data, intended for [DATE].

Data means information made available by Lend-Rx Technology in the form and otherwise as described in this Agreement, Appendix A and Appendix B.

Delivery (or to Deliver) means the connection that allows a Subscriber to receive or to access Data from Vendor.

Desk/Department means the desk, division or department of Subscriber or Subscriber's Affiliates, regardless of physical or geographic location of its members, where any member of such division, desk or department can, from time to time, actually or potentially view, analyze or otherwise make use of Data, including information prepared using and/or otherwise based, in whole or in part, on Data, and which Subscriber is exhaustively listed in Appendix A.

Execution Date has the meaning ascribed to it in Clause 3.1.

Fees mean the fees, payable by Subscriber to Vendor as consideration for the License and other performance of this Agreement by Vendor, as set out in Clause 5 and Part I of Appendix A hereof.

Initial Term has the meaning ascribed to it in Clause 3.1

Intellectual Property Rights means the patents, trademarks, service marks, trade and service names, copyrights, database rights, design rights and other similar rights, whether or not registered, including applications for any of them, trade secrets rights of confidence and information; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world.

License means, together with and subject to all other conditions and terms contained in this Agreement, the limited, non-exclusive, non-transferable, and revocable right, without the right to grant sublicenses, granted under Lend-Rx Technology's Intellectual Property Rights to view, use and analyse the Data within

Subscriber's organization, only for Subscriber's Business and by designated Users.

Media shall mean means of delivery, storage or other infrastructure for the Data, which shall be agreed between the Parties.

Notice shall mean a written communication by a Party to the other, meant to have an effect on this Agreement, and delivered, with a record of such delivery, at the receiving Party's registered address by hand, international post/courier, or in any other way that allows the Party giving such notice to prove the date of such delivery.

Subscriber's Business shall mean investment management.

Successive Terms has the meaning ascribed to it in Clause 3.1

Term has the meaning ascribed to it in Clause 3.

User means an individual user employed or otherwise affiliated with Subscriber, who is listed in Appendix A.

2. Scope of Agreement. License

21 Vendor hereby grants to Subscriber the License; such License being conditioned on this Agreement being in effect, not terminated, not suspended nor Subscriber being in breach hereof at any time.

22 This Agreement governs, inter alia, Subscriber's and/or the Users', use of the Data, reporting obligations and Fees owed to Vendor.

3. Term

31 This Agreement shall come into force on the earlier of (a) the date of last execution of the Agreement ("**Execution Date**") or (b) the Commencement Date and shall continue in force and effect for an initial fixed term ("**Initial Term**") ending twelve (12) months from the Commencement Date during which time the Agreement shall not be terminated by either Party, unless for material breach. Thereafter, the Agreement shall automatically renew for successive terms (each, a "**Successive Term**") of twelve (12) months unless:

(a) Notice of termination has been given no less than thirty (30) days prior to the end of the Initial Term or the Successive Term (as applicable); or

(b) otherwise terminated in accordance with the terms of this Agreement.

The Initial Term and the Successive Term(s), if any, constitute the overall term of the Agreement (the "Term").

32 Upon the giving of any such valid notice of Termination referred to in Clause 3.1 above, the termination of the Agreement shall be effective as of the last day of the Term, that is the relevant Initial Term or Successive Term (as applicable).

4. Data Delivery. Storage

41 The License is effective, and Subscriber will be granted access to the Data from the Commencement Date.

42 Vendor shall Deliver Data through Media on a weekly basis each first trading day of the week by noon United Time Coordinated (UTC).

43 Appendix B- Data Dictionary contains a description of the format of the Data and the file format/access mode for Data Delivery.

44 Vendor allows Subscriber to store, process and host Data on computers and other Media internally or at Subscriber's service provider, regardless of location. Such right shall continue and survive the Term until the end of the third year following the year during which such Data was first provided, or the period required by regulation applicable to Subscriber which Subscriber shall have notified to Vendor from time to time, whichever longer. After the end of the Term, Subscriber's right to keep and use such Data shall be limited to archiving for regulatory purposes only.

Interruptions in the Supply of Data

45 Vendor does not warrant or represent that the supply of the Data will be free of delay or interruption and where any such disturbance occurs, the sole remedy of Subscriber is prompt delivery upon resumption of the service or.

Quality of Data

46 Vendor will use its reasonable commercial endeavours to ensure that:

(a) the Data will be of a quality similar to comparable Data supplied by Vendor to other customers of Vendor from time to time;

(b) subject to clause 4.1 above, the Data will be regularly and promptly updated or otherwise modified to reflect current activity, as well as any other change or development affecting any matter to which the Data relates, and Vendor reserves the right to do so at its reasonable discretion; and

(c) Subject to Clause 4.8, Data corresponds generally in quality to any historical or other samples provided.

Data Correction

47 If Vendor identifies, or if Subscriber notifies Vendor of a, delay, unavailability or other non-conformity of the Data or Delivery with the Agreement, Vendor will evaluate and in case of non-conformity or as otherwise necessary, and to the exclusion of any other remedy, use commercially reasonable efforts to promptly correct such defect, and re-Deliver the Data.

Data Method Improvement

48 Subscriber acknowledges that Vendor uses proprietary algorithms and other methods for collecting, processing, compiling and otherwise preparing the Data, and that Vendor continually improves such methods and processes. At Vendor’s sole discretion, Vendor may disclose to Subscriber certain such changes from time to time, and offer and agree with Subscriber whether Data shall be provided going forward on the basis of changed methods (along with compilations of Data under prior methods) or prior method.

5. Fee Calculation

51 Subscriber shall pay to Vendor, in respect of the Users, the Fee of USD (as calculated in accordance with the terms of Part I of Appendix A) for the License. The Fee shall be payable annually in advance.

52 Subscriber hereby acknowledges that the number of the Users determines the applicable Fee.

53 Should the total number of the Users change at any time throughout the Term, Subscriber shall give Notice informing Vendor of the new number of Users as soon as practicable. Any sharing of Data or access codes shall constitute an increase of Users.

54 If Vendor learns, either by way of notification by Subscriber under Clause 5.3 above or in the course of conducting an Audit under Clause 12, that the number of Users has changed in such a way that a different Fee is applicable (as calculated in accordance with the terms of Part I of Appendix A) then:

- (a) if the new applicable Fee amount is greater than the previous amount, Vendor shall invoice Subscriber and Subscriber shall pay to Vendor the new Fee amount (on a pro rata basis) within thirty (30) days’ of receipt of such invoice, in the same manner as under Clause 7; or
- (b) if the new applicable Fee amount is less than the previous Fee amount and such change in User numbers occurs in the twelve (12) month period immediately after the commencement date, the Fee due shall remain unchanged.

6. Payment of Fee

61 Subscriber shall at the relevant time pay the Fee as set out in Part I of Appendix A; (if applicable), together with any applicable value added and other taxes, costs and duties payable in respect of the Data.

62 The Fee is due and payable within thirty (30) days of receipt of Vendor’s invoice in Euros to a bank account specified by Vendor from time to time.

63 If any sum payable under this Agreement is not paid within thirty (30) days of the due date for such payment, the Party to whom the same is due reserves the right to charge interest (on a compounded basis) on such outstanding amount from and including the due date for such payment to but excluding the actual date of payment at the rate of two percent (2%) per annum above the then current rate of EURIBOR from time to time in force.

Adjustment/Modification of Fees

64 Vendor has the right to unilaterally adjust the Fee and other charges to be paid per User as set out within Part I of Appendix A for each Successive Term, provided Subscriber has received not less than sixty (60) days’ prior Notice thereof.

65 Should Vendor and Subscriber agree on a broadening or increase in the scope of Data, whether geographically, by followed items, market capitalization limits or other parameters, they shall accordingly document such modification, with a corresponding modification of the applicable Fee, in both Part I and Part II of Appendix A.

7. Use of the Data

71 Subscriber agrees not to copy, modify, translate, decompile, disassemble, or otherwise reverse engineer, or otherwise map, determine or attempt to determine the algorithms, source code, protocols, methods or other information concerning Data generation, and agrees not to permit or authorize anyone else to do so.

72 Subscriber shall notify Users that they must use the Data strictly in accordance with the provisions of the License and this Agreement, including without limitation, this Clause 7.

73 Subscriber shall use, and shall procure that Users use, the Data strictly in accordance with the terms of this Agreement, which is exclusively as follows:

- a- allowing the Data to be accessed, used and operated;
- b- importing any Data into Subscriber’s databases, and internally redistribute among its departments and Affiliates any such Data or databases without restriction, to the exclusion of any further disclosure or re-distribution; and/or
- c- creating derivative works including, but not limited to, incorporating the Data into its models and analyses.

8. Intellectual Property Rights

Ownership of Intellectual Property Rights by Lend-Rx Technology

81 Subscriber expressly acknowledges that Data constitutes or incorporates Intellectual Property Rights of Vendor, and agrees that Vendor alone shall retain and own such Intellectual Property Rights.

82 Nothing in this Agreement shall be construed as transferring, granting or conferring, to Subscriber

or Users any right, title or agreement of use in respect of any Intellectual Property Rights contained or subsisting in the Data, save for the limited right to use set forth herein.

9. Warranties

Vendor Warranties

- 9.1 Vendor represents and warrants that:
- a- this Agreement constitutes a valid and binding Agreement enforceable against Vendor in accordance with its terms; and
 - b- Vendor has taken all corporate action necessary for the authorization, execution and delivery of this Agreement;
 - c- it has obtained and shall maintain all rights, approvals, licenses, certifications, accreditations and consents necessary to operate its business and perform its obligations under this Agreement;
 - d- it has all requisite rights to collect, process, provide and disclose Data to Subscriber for the uses contemplated hereunder;
 - e- where Data includes third party information and/or sources, all necessary permissions and licenses have been obtained by Vendor to permit the Delivery of Data and the grant of the License;
 - f- each Delivery of Data will be in full compliance with all laws and regulations applicable to Vendor;
 - g- it has all rights required to permit Subscriber to use the Data described herein without infringing any copyright, patent, trade secret or other proprietary right of any third party;
 - h- there is no claim, suit, action or proceeding pending or, to the knowledge of Vendor, threatened against Vendor: alleging any violation, conflict or infringement or challenging Vendor ownership or use of, or the validity or enforceability of, the Data or Vendor's Intellectual Property Rights;
 - i- Data Support: Vendor will provide necessary assistance to Subscriber.
 - j- Data will, where reasonably possible include a verified 3rd party symbology, such as Open FIGI.

Subscriber Warranties

- 9.2 Subscriber represents and warrants that:
- (a) it has the legal right and full power and authority to execute and perform its obligations under this Agreement;
 - (b) this Agreement constitutes a valid and binding Agreement enforceable against Subscriber in accordance with its terms; and
 - (c) the use of the Data by Subscriber and Users in accordance with the terms of this Agreement does not constitute a breach of any agreement or contract applicable to Subscriber nor violate any laws, rules or regulations applicable to it.
- 9.3 Save as set forth herein, the Data are provided without warranty, condition, undertaking or term of any kind and Vendor makes no representations and hereby disclaims any express, implied and statutory warranties (to the extent permitted by law and whether now or subsisting in the future) of any kind included but not limited to such warranties is respect of satisfactory quality, merchantability, fitness, accuracy, timeliness or completeness of the Data. Further, Vendor shall not be liable under any circumstances for the inaccuracy or incompleteness of any Data or for any errors or omissions in the Data.
- 9.4 Vendor shall use standard, commercially reasonable efforts to scan, identify and remove any software viruses, malware and similar defects in the Data prior to Delivery.
- 9.5 Vendor shall not disclose to Subscriber any:
- Material non-public information;
 - Information that is subject to a confidentiality obligation; or
 - any Personal Information (within the meaning of the EU General Data Protection Regulation 2016/679 of 27 April 2016 (GDPR) to Subscriber or any information to Subscriber which would allow Subscriber to identify any underlying individual to which the Data relates. For the avoidance of doubt, Vendor shall be solely responsible for compliance with all applicable laws, rules, regulations and administrative orders relating to privacy and data protection, including, but without limitation, GDPR.
- 9.6 Vendor shall not trade, act on, nor otherwise use the Data in any way that might constitute market abuse.
- 9.7 Vendor shall notify Subscriber immediately after discovering any possible breach of the above covenants.

10. Liability

- 10.1 Neither Party shall be liable to the other for any indirect, special or consequential loss or incidental damage arising out of this Agreement including (without limitation and whether direct or indirect) loss of profit, business revenue, anticipated savings, wasted expenditure loss of good will or loss of data. Subject to the preceding sentence, the liability of Vendor for direct loss or damage (except in relation to death or personal injury) arising from Vendor's total or partial failure to perform any obligation under this Agreement shall, in respect of any one incident or series of incidents attributable to the same cause, be limited in aggregate to the sum of Fees paid by Subscriber for the previous twelve months of the Term, save where such loss or damage arises solely and directly by intent, wilful default or fraud by Vendor.
- Subscriber acknowledges that in using the Data, and making any decisions in its business, it relies solely on its own skill, knowledge and judgment.
- 10.2 Vendor shall also not be liable for any loss, damage, costs, claims and expenses whatsoever arising from:

- (a) mechanical or electrical or power failure or malfunction of any information system hardware or software, telephone or other data transmission or receiving apparatus and/or auxiliary equipment used for Data processing or Delivery, or any other cause beyond the reasonable control of Vendor; or
- (b) any error or omission in the collecting, recording, storing, making available for supply or supplying of the Data, unless such loss, damage, costs, claims or expenses arise from the wilful misconduct of Vendor.

11. Confidentiality

- 111 [if applicable: The Non-Disclosure Agreement between the Parties dated [DATE] shall continue in full force and effect for the Term of this Agreement and an additional period of no less than three years thereafter, or the duration of Subscriber's regulatory retention period for the Data Delivered, whichever longer.
- 112 Each Party acknowledges that information of a confidential nature relating to the business of the other may be disclosed to it under this Agreement. Each Party undertakes to hold such information in confidence and not, without the consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of this Agreement.
- 113 This obligation of confidentiality shall not apply to Data that is available to the public other than as a result of disclosure by the a Party or its representatives or advisers contrary to their respective obligations of confidentiality under the Agreement or becomes available to the Parties otherwise than pursuant to this Agreement and is free of any restriction as to its use or disclosure or is required to be disclosed by law, order of a court or by any government or regulatory authority, in which case the Parties shall inform each other and, if requested by the owner of such information, coordinate the defense against and/or mitigation concerning such required disclosure.
- 114 No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the content of this Agreement shall be made or sent without the prior written consent of the other Party.
- 115 Subscriber shall inform, impose and enforce the obligations under this clause 11 on its Users.
- 116 This Clause shall survive the end of the Term for a period of five years.

12. Audit Rights of Vendor – not applicable

13. Termination

Termination by Vendor

- 131 Vendor may terminate this Agreement with immediate effect in the event of any breach by Subscriber, including any User, of any of its obligations arising from Clause 5 (Fee), Clause 6 (Payment of Fees); Clause 7 (Use of Data), and Clause 11 (Confidentiality); which are incapable of remedy or, if capable of remedy, are not remedied within thirty (30) days' of Notice by Vendor requiring remedy of the relevant breach.

Termination by either Party

- 132 Either Party may terminate this Agreement with immediate effect if the other Party is in breach of any material obligation (which in respect of Subscriber, will be such breaches other than the breaches set out in Clause 14.1 above) and such breach has been notified to the other Party if such breach, which is capable of remedy, has not been remedied within sixty (60) days' of receipt of notice to do so; or
- 133 Either Party may terminate this Agreement with immediate effect from the date of service on the other of a written notice if:
 - (a) a resolution is passed, or an order is made for the winding up of the other Party (otherwise than for the purpose of solvent amalgamation or reconstruction); or
 - (b) the other becomes subject to an administration order or a receiver or an administrative receiver is appointed over or takes possession of any or all or substantially all of the assets of the other Party or similar proceedings or circumstances of indebtedness occur; or
 - (c) the other Party ceases or threatens to cease to carry on business.

Consequences and Rights in Addition to Termination

- 134 In addition to its rights hereunder, if Subscriber is in breach of any of the terms of this Agreement, Vendor has the right to suspend, immediately, the provision of any Data in whole or in part without penalty, until such breach or breaches are remedied or until termination of the Agreement
- 135 Termination of this Agreement howsoever occurring shall not affect any existing or accrued rights outstanding or continuing obligations of the Parties as far as they are capable of subsisting, in particular, without limitation, the clauses of this Agreement concerning conditions of the License grant, use of Data, warranties, limitations of liability and the Miscellaneous provisions in clause 14 below.
- 136 In case of early termination of the Agreement, there shall be no reimbursement of the Fee paid or portions thereof.

14. Miscellaneous Entire Agreement

- 141 This Agreement and the Appendices referred to in it, contain the entire agreement between the Parties relating to the subject matter hereof and supersede all prior arrangements and understandings between the Parties relating thereto. Titles and headers in this Agreement are used for convenience of reference and shall not influence the interpretation of its provisions.

Non-Inducement

142 Each Party represents that it has not been induced into entering into the Agreement and it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.

No Assignment

143 Neither Party may assign or transfer any rights or obligations under this Agreement without the other Party's prior written consent.

Variation or Modification. Written Form

144 No variation or modification of this Agreement shall be valid unless mutually agreed in writing and signed by both parties. If at any time, a Party proposes a variation of this Agreement the other Party shall consider such proposal in good faith. Any amendment or modification of this Agreement shall be effective only to the extent made in writing and executed by the Parties. Counterparts, facsimili and other electronic means of signatures may be used for the execution of the Agreement any amendment and Notices.

145 If any part of this Agreement is found to be void or otherwise unenforceable, this shall not affect the legality or enforceability to the remainder of this agreement.

Waivers

146 No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party and no waiver of any such rights or any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

Force Majeure

No Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, but not limited to (i) an act of God; (ii) governmental act; (iii) war; (iv) fire; (v) flood; (vi) explosion; (vii) epidemic and other public health emergencies; or (viii) civil commotion provided that:

immediately after commencement of such circumstances, the affected Party notifies the other of the occurrence of the circumstances and the effect of them on its ability to perform its obligations under this Agreement; and

as soon as reasonably possible after the end of such circumstances the affected Party promptly notifies the other and resumes performance of its obligations under this Agreement.

If any such circumstances continue for more than three months and the Parties fail to reach agreement on the adaptation of the Agreement, either Party may terminate this Agreement by written notice taking effect immediately.

15 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with French law to the exclusion of its conflicts of law provisions.

The Parties agree that the Tribunal de Commerce de Paris is to have jurisdiction to settle any disputes arising in connection with this Agreement and hereby irrevocably submit to the exclusive jurisdiction of such court

Appendices

The following Appendices shall be a part of this Agreement:

"A" Data and Fees

"B" Lend-Rx_Data_Dictionary

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Lend-RX Technology SAS
(Vendor)

(Subscriber)

By:

By:

Olivier Leherle
CEO
Date: 26th June 2020

Print Name:
Title:
Date:

Address for Notices:
Lend-RX Technology SAS,
124 Rue Saint Dominique
75007 Paris, France

Address for Notices:

With a mandatory copy via email to:

With a mandatory copy via email to:
olivier.leherle@lend-rx.com

APPENDIX A – Data and Fees

Part I -- Fee Calculation and List of Users

Name of Desk/Department	Names of each of Subscriber's Users with Accesses to the Data in the Desk/Department

Special Conditions for Subscriber: **USD** (..... thousand US \$)

The whole Desk/Department accessing, making use of, or potentially making use of the Data will be deemed to be one User

Part II – Data Scope (Ticker List)

Appendix B Lend-Rx Data Dictionary

Data Delivery File Format: Secured ftp access/server

Specifications for Feed dataset: Lend-Rx_Listener_company Data dictionary

The company file provides data at the drug level. Each line provides quantities computed on a weekly basis for a given company.

Column Name	Description	Format	Example
release_time	Timestamp for the data release	yyyy-MM-dd HH:mm:ss zzz	2019-09-23 12:00:00 GMT
computation_time	Timestamp for the data computation	yyyy-MM-dd HH:mm:ss zzz	2019-09-23 06:01:12 Was that the GMT
ticker	Company Bloomberg equity ticker	string	MRK US
Market cap type	Class of company based on Market capitalization Large above 10 bn\$, Mid above 1bn\$	string	LARGE_CAP
count_drug	number of drugs developed by the company	long integer	10
volume_company_weekly	number of posts related to drugs developed by the company over the last week	long integer	50
volume_company_monthly	number of posts related to drugs developed by the company over the last month	long integer	250
volume_company_quarterly	Number of posts related to drugs developed by the company over the last quarter	long integer	500
volume_company_positive_weekly	number of positive posts over the last week	long integer	10
volume_company_positive_monthly	number of positive posts over the last month	long integer	60
volume_company_positive_quarterly	number of positive posts over the last quarter	long integer	100
volume_company_neutral_weekly	number of neutral posts over the last week	long integer	20
volume_company_neutral_monthly	number of neutral posts over the last month	long integer	120
volume_company_neutral_quarterly	number of neutral posts over the last quarter	long integer	250
volume_company_negative_weekly	number of negative posts over the last week	long integer	10
volume_company_negative_monthly	number of negative posts over the last month	long integer	60
volume_company_negative_quarterly	number of negative posts over the last quarter	long integer	100
positive_daily_average	contribution of positive tweets to the sentiment factor	double	1.5
negative_daily_average	contribution of negative tweets to the sentiment factor	double	0.7
neutral_daily_average	daily average of the number of neutral tweets	double	1.2
sentiment_factor	sentiment factors computed by aggregating twitter data at the company level	double	0.45
trading_signal	trading signal based on the sentiment factor (sell, buy or neutral)	double	sell

