



YENDOU GMBH

YENDOU MASTER DATA CONTRIBUTOR AGREEMENT

THIS YENDOU MASTER DATA CONTRIBUTOR AGREEMENT (the “**Agreement**”) GOVERNS CONTRIBUTOR’S ACCESS, CONTRIBUTION AND USE OF YENDOU SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CONTRIBUTOR REGISTERS FOR A FREE TRIAL OF YENDOU SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, (4) SUBMITTING CONTRIBUTING DATA THROUGH THE PLATFORM, CONTRIBUTOR AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CONTRIBUTOR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Yendou’s direct competitors are prohibited from accessing the Services, except with Yendou’s prior written consent.

This Agreement was last updated on July 17, 2025. It is effective between Contributor and Yendou as of the date of Contributor’s accepting this Agreement (the “Effective Date”).

1. DEFINITIONS.

- 1.1. “**Affiliate**” means any entity Controlled by, Controlling, or under common Control with a party to this Agreement.
- 1.2. “**Agreement**” means this Yendou Master Data Contributor Agreement and any exhibits, schedules, amendment, addendums, or appendices hereto and documents incorporated herein, and any Order Forms or SOWs referencing this Agreement. Yendou reserves the right to update the terms and conditions of this Agreement at any time and, Yendou will notify Contributor of such update in, and the update will become effective as of the date of, the first new Order Form referencing this Agreement.
- 1.3. “**Confidential Information**” has the meaning set forth in Section 7.
- 1.4. “**Control**” means either the direct or indirect control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority).
- 1.5. “**Contributor Data**” means any and all information entered or uploaded to the Software by or on behalf of Contributor or an Affiliate, including but not limited to site infrastructure data, patients population availability, operational data and staff personal information (e.g., names, emails, phone numbers, CVs, GCP certifications).
- 1.6. “**Force Majeure Event**” has the meaning set forth in Section 20.
- 1.7. “**Initial Term**” has the meaning set forth in Section 2.1.
- 1.8. “**Order Form**” has the meaning set forth in Section 4.
- 1.9. “**Renewal Term**” has the meaning set forth in Section 2.1.
- 1.10. “**Retrieval Period**” has the meaning set forth in Section 3 of Exhibit A.
- 1.11. “**Service Description Document**” means the document titled “Service Description Document,” which includes functional descriptions of Yendou’s commercially available product. The current version of the Service Description Document will be provided to Contributor by Yendou any time during the Term upon request.
- 1.12. “**Software**” means Yendou’s commercially available software applications ordered by Contributor via one or more Order Form(s).
- 1.13. “**Subscription Term**” means the specific time period set out in an Order Form.
- 1.14. “**System Data**” means data based on information, activities and actions recorded in or by the Software that has been anonymized and aggregated such that it does not contain any Personal Data (as defined in the Data Processing Addendum) or reveal any Contributor Confidential Information.

- 1.15. “**Term**” means the Initial Term and any Renewal Terms.
- 1.16. “**Visibility Controls**” means the mechanisms and processes implemented by Yendou to ensure Contributor Data is visible only to approved Costumers for clinical trial opportunities and not to other site networks or competitors.
- 1.17. “**Yendou Professional Services Tools**” means all templates, forms, programs, methodologies, processes, technologies and other materials developed or licensed by Yendou prior to or apart from performing its obligations under this Agreement, and improvements and modifications made by Yendou to such materials in the performance of the Professional Services provided that such improvements and/or modifications do not embody or reveal any Confidential Information of Contributor.

2. TERM AND TERMINATION.

- 2.1. **Term of Agreement and Renewal.** The initial term of this Agreement shall be for a period of one (1) year from the Effective Date (“Initial Term”). At the expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for subsequent one (1) year periods (each a “Renewal Term”) unless one party provides the other party with written notice of its intent to amend or not renew this Agreement at least ninety (90) days prior to the end of the then-current Term. This Agreement will automatically terminate upon the expiration of all Order Forms or SOWs entered into pursuant to this Agreement.
- 2.2. **Term of Order Forms and SOWs.** The Subscription Term of each Order Form or term of each SOW will be as set forth in the Order Form or SOW as applicable. In the event this Agreement expires, Order Forms and SOWs that were effective prior to the expiration of this Agreement will continue to be governed by the terms and conditions of this Agreement and this Agreement shall be deemed extended, for the purposes of such Order Forms or SOWs only, through expiration of the then-current Subscription Term of any such Order Forms or then-current term of any such SOWs.
- 2.3. **Mutual Right to Terminate For Breach.** Either party may terminate this Agreement in the event that the other party has materially breached this Agreement and such breach has not been cured (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure that it is not repeated) within thirty (30) days of written notice of breach from the other party. Either party may terminate this Agreement immediately if the other party terminates or suspends its business as a result of bankruptcy, insolvency or similar event. All Order Forms and SOWs will terminate upon the termination of this Agreement pursuant to this Section 2.3.
- 2.4. **Contributor’s Right to Terminate for Convenience.**

- 2.4.1. **Termination for Convenience.** Contributor may terminate this Agreement in its entirety, without cause and for any reason, including convenience, upon ninety (90) days' prior written notice to Yendou. The effective date of termination will be the later of (a) 90 days from the notice date; or (b) the date specified by Contributor and set forth in the notice, if any, but not to exceed one year (the "Effective Date of Termination"). For purposes of clarity, termination of this Agreement pursuant to this Section 2.4.1 will have the effect of terminating all executed documents referencing this Agreement (e.g., then-current Order Forms, Statements of Work, exhibits, and addendums) on the Effective Date of Termination.
- 2.4.2. **Effect of Contributor's Termination for Convenience.** If Contributor terminates this Agreement pursuant to Section 2.4.1 of this Agreement, Contributor acknowledges that:
- As of the Effective Date of Termination, Contributor's subscription to, and right to use, any Yendou Software, Data Products and/or other products or Services will cease;
 - Yendou has no obligation to refund to Contributor any amounts prepaid for Software, subscriptions, or Professional Services for the unexpired remainder of a Subscription Term after the Effective Date of Termination;
 - If the Effective Date of Termination is after the start of a new subscription period of an affected Order Form, Contributor will remain responsible for a pro-rata portion of the applicable subscription fees from the start of the Order Form period through the Effective Date of Termination;
 - Through the Effective Date of Termination, Contributor is responsible for all (1) applicable fees for any Professional Services provided, (2) approved expenses incurred, and (3) fees payable in arrears under any usage-based subscriptions.

3. SOFTWARE USAGE RIGHTS.

In general. During the applicable Subscription Term, Yendou grants to Contributor and Contributor's Affiliates a limited, non-transferable (except as set forth herein), non-exclusive, world-wide right to access and use the Software, and the Software documentation during the applicable Subscription Term for the purpose of managing and contributing Contributor data. This includes the ability to create, edit, and manage member sites independently, interact with sites and approved Yendou clinical trials opportunity provider clients via the platform, and maintain visibility to such clients.

- 3.1. **Terms Specific to the Software.** Software shall be made available to Contributor as a service. Yendou will host and retain physical control over the Software and make the Software available through the public internet for access, use and operation by Contributor through a web-browser. Other than as specifically set forth above and unless otherwise agreed to by Yendou in writing, no provision

under this Agreement shall obligate Yendou to deliver or otherwise make available any copies of computer programs or code from the Software to Contributor, whether in object code or source code form. Except where applicable law prohibits such restrictions, Contributor agrees that it shall not: (i) use the Software for any purpose other than Contributor's internal business purposes (such internal business purposes include management of site data and clinical operations activities); (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Software available to any third party other than as contemplated by this Agreement; (iii) make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or Software documentation, or access the Software or Software documentation in order to build a similar or competitive product or service (or contract with a third party to do so); (iv) use the Software to send spam or otherwise send messages in violation of applicable laws; or (v) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material.

3.2. **Usage Limitations.** Each Order Form will set forth any additional usage limitations for the Software that are applicable to the products covered by the Order Form (e.g., user limits, geographic limits), and Contributor is restricted to usage consistent with such usage limitations. Contributor's users of the Software shall be individual human beings and may be employees, consultants, contractors or agents of Contributor or a Contributor Affiliate. User rights are granted for the Subscription Term set out in an Order Form and use of the Software by Contributor is limited to such Subscription Term. User rights may be transferred from one individual person to another but may not be shared or used concurrently by more than one person at a time. Login credentials may not be shared or concurrently used by more than one individual person. Contributor agrees to submit to reasonable audit of its compliance with any usage limits upon reasonable notice by Yendou not more than once per calendar year.

3.3. **Use By Affiliates and Other Third Parties.**

3.3.1. Contributor may allow third parties to access and use the Software solely for Contributor's internal business purposes. Contributor is responsible for ensuring that such third parties are aware of and comply with the terms of this Agreement. Certain third parties listed here ("**Restricted Competitors**") are required to enter into Yendou's standard access agreement to authorize their access to the Software and protect Yendou's intellectual property. If Yendou changes the list of Restricted Competitors, Yendou will inform the newly added Restricted Competitor that a standard access agreement will be required within 90 days of notice for its continued access to the Software. Access restrictions for "Restricted Competitors" (e.g., IQVIA, Medidata, Oracle, etc.) shall not apply to CRO clients for the purposes of data sharing under this Agreement, provided such access is for non-competitive purposes related to clinical trial opportunities.

- Restricted Competitor List, including any of its corporate affiliates or subsidiaries:
 - IQVIA, Medidata, Oracle, Reltio, Viseven, Platforce, WCG, Veeva Systems, Florence Healthcare, Oracle, Inato, Globaldata, Citeline, MMIT, including Managed Markets Insights & Technology LLC.
- 3.3.2. Subject to the usage limitations described below and in the applicable Order Form or Statement of Work, Contributor's Affiliates may access and use the Software to the same extent as Contributor or place orders for Software or Professional Services pursuant to the terms of this Agreement.
- 3.3.3. The obligations and limitations as to Contributor that are set forth in this Agreement are also applicable to Affiliates and any third parties that are provided access to the Software or Data Products. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by Contributor, and Contributor is liable for such breaches; provided that Affiliates that enter into an Order Form or SOW directly with Yendou pursuant to the terms of this Agreement are directly responsible for compliance with the terms of this Agreement to the same extent as Contributor.
- 3.4. **Account Handover.** At Yendou's discretion and upon Contributor's request, Yendou may grant handover of the account once all member sites and qualification data have been fully added and verified ("Completion"). If approved, Yendou shall transfer full administrative control of the account to Contributor, enabling it to function as a standalone CRM for data editing, site management, and interactions. Access to the account and its capabilities shall be restricted based on the Contributor's subscription level or Order Form; basic access is provided by default, while advanced capabilities (e.g., enhanced CRM features, additional integrations, or extended interactions) require execution of an Order Form or SOW specifying such access. This handover, if granted, shall occur within thirty (30) business days of Completion and include all necessary access rights, with Yendou retaining only backup copies for compliance purposes as outlined in Exhibit A. Handover details, including any phased implementation, restrictions, or additional capabilities, may be specified in an Order Form or SOW.

4. ORDER FORMS.

Access to the Software is granted upon acceptance of this Agreement for basic features, including data contribution and core platform use, without requiring an Order Form or fees. The Software ordered for premium or paid features by Contributor shall be listed in a mutually executed ordering document ("Order Form"). Each Order Form will specify the specific Software or enhancements ordered and the fees and payment terms for use of such Software. The Subscription Term for each Order Form commences on the start date specified in each Order Form and continues for the Term specified therein. Order Forms

automatically renew for additional one (1) year periods with the same fees and payment terms as the expiring Order Form, unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Subscription Term specified in each Order Form. Each Order Form during the Term is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form and the terms of this Agreement, this Agreement shall govern except as to which specific Software were ordered, the Subscription Term for the order, and the fees, currency and payment terms for the order, for which the Order Form shall govern. Except as otherwise specified in an Order Form or this Agreement, fees are based on services purchased and not actual usage, payment obligations set forth in an Order Form are non-cancelable, fees paid are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the Order Form. For Contributors (site networks), no Order Form or fees shall be required for basic platform access, data contribution, or core features unless an Order Form is executed for premium/paid enhancements (e.g., advanced CRM capabilities or additional integrations).

5. SERVICES LEVELS AND SUPPORT PRACTICES.

5.1. Yendou's policies, procedures and practices regarding system performance, testing and monitoring, technical support, data back-up, disaster recovery, Software upgrades, and Contributor audits are as set forth at Exhibit A. Yendou reserves the right to change such policies, procedures and practices as required in Yendou's reasonable judgment; provided that such changes will never degrade the standard of service or protections described in Exhibit A.

6. PROFESSIONAL SERVICES.

Yendou offers certain professional services, including services related to implementation and optimization of the Software, change management and business practice optimization, Site Identification and Selection, Stakeholder Relations Development and education and training ("Professional Services"). Such Professional Services are typically purchased via a mutually executed statement of work ("SOW"). Until title to the Deliverables transfers pursuant to Section 8.1, Contributor shall have a non-exclusive, internal use license to the Deliverables resulting from Yendou's Professional Services. Each SOW during the Term is governed by the terms of this Agreement and in the event of any conflict or discrepancy between an SOW and the terms of this Agreement, this Agreement shall govern except as to the scope of work, fees, currency, expenses and payment terms for the Professional Services, for which the SOW will govern.

7. CONFIDENTIAL INFORMATION.

Each party agrees: (i) that it will use (and will ensure that its employees, Affiliates, representatives, contractors and other allowed third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person

or entity, unless authorized by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to Yendou, the term “Confidential Information” includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screenshots of the same), future product plans, any Software documentation or specifications provided to Contributor, the Data Products, the Methods, the commercial terms (including pricing) of this Agreement and any Order Form or SOW (but not the mere existence of this Agreement), audit, performance and security test results (whether conducted by Yendou or Contributor), and any other proprietary, financial or business information supplied to Contributor by Yendou. As to Contributor, the term “Confidential Information” includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software, and Contributor Data (including personally identifiable data). Notwithstanding the foregoing, “Confidential Information” shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party; provided that Contributor agrees that Data Products will be held in confidence by Contributor pursuant to the confidentiality obligations of this Agreement regardless of whether certain elements of the Data Products are otherwise publicly available. Notwithstanding the foregoing, it shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

Publicity. Contributor agrees to grant Yendou the right to add Contributor name and company logo to Yendou’s Customer list, website and sales and marketing material, subject to granular consent via checkbox during acceptance. Contributor can opt-out of this by requesting a Publicity Opt-Out at zina@yendou.com

8. OWNERSHIP AND USE.

8.1. **Contributor data.** Contributor shall retain all right, title and interest to all Contributor Data. Upon payment for the associated Professional Services, Yendou hereby assigns to Contributor all right, title and interest in all Deliverables. Upon request from Contributor, Yendou shall execute and deliver any documents and do such things as may be necessary in order to carry into effect such assignment. Yendou hereby grants to Contributor a perpetual, non-exclusive, fully paid-up, worldwide, sub-licensable license to use the Yendou Professional Services Tools to the extent the Yendou Professional Services Tools are embodied in or incorporated into the Deliverables.

8.2. **Yendou.** Yendou shall retain all rights, title, and interest in and to (i) the Software, Software documentation, and all modifications and/or enhancements to the Software (regardless of the source of inspiration or Contributor input) and all copyrights in or inventions, discoveries, or trade secrets embodied within the Software; (ii) proprietary education or training content; (iii) Yendou Professional Services Tools; and (iv) System Data. Contributor may not remove or alter any logos, trademarks, patent or copyright notices, confidentiality or proprietary legends, or other notices or markings within the Software, Software documentation.

9. TAXES.

All fees and other charges payable by Contributor to Yendou under this Agreement are stated exclusive of all federal, state, local and foreign taxes, levies and assessments of any nature (including value-added, use or withholding taxes). Contributor agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on Contributor or Yendou arising out of this Agreement, excluding any tax based on Yendou's net income. If Contributor is required by any applicable law to deduct or withhold amounts otherwise payable to Yendou hereunder, Contributor will pay the required amount to the relevant governmental authority and pay to Yendou, in addition to the payment to which Yendou is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Yendou free and clear of all taxes equals the full amount Yendou would have received had no such deduction or withholding been required.

10. LATE PAYMENT.

Payment terms are as set forth in each Order Form and SOW. In the event payment is not made within thirty (30) days of the date payment was due and such payment is not the subject of a reasonably based written dispute, Yendou shall have the right, at its sole option, to suspend Contributor's access to the Software until payment is made. Yendou will provide fifteen (15) days' written notice to Contributor prior to suspension of access to the Software pursuant to this section.

11. YENDOU WARRANTIES.

Yendou represents and warrants as follows: (i) Yendou possesses all rights necessary to grant to Contributor the rights set forth in this Agreement; (ii) the Software will perform substantially in accordance with the Service Description Document; (iii) Yendou will not materially decrease the overall functionality of the Software during the Term; (iv) Professional Services shall be provided in a professional manner consistent with industry standards.

Contributor must notify Yendou in writing of any claim that the Software does not perform substantially in accordance with the Service Description Document no later than ninety (90) days after the last day of the month in which the asserted non-performance occurred. Contributor must notify Yendou in writing of any claim of breach of warranty relating to Professional Services within ninety (90) days of completion of the Professional Services engagement (normally a SOW) under which the Professional Services were delivered. For

any breach of warranty claim relating to Professional Services, Contributor's exclusive remedy and Yendou's entire liability shall be for Yendou to re-perform the deficient Professional Services.

12. DISCLAIMER OF WARRANTY.

EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT OR TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YENDOU DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YENDOU DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

13. INDEMNIFICATION.

- 13.1. General Indemnity. Yendou agrees to defend, indemnify, and hold harmless Contributor, and its directors, officers and employees from and against any demands, damages, or liabilities (including reasonable attorneys' fees) arising from a third-party claim that Yendou caused bodily injury (including death) or damaged real or tangible personal property.
- 13.2. Infringement Indemnity. Yendou shall, at its expense, defend or at its option, settle any claim, action or allegation brought against Contributor alleging that the Software, or any Deliverable infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Contributor gives prompt written notice to Yendou of any such claim, action or allegation of infringement and gives Yendou the authority to proceed as contemplated herein. In the event any infringement claim, action or allegation is brought or threatened, Yendou may, at its sole option and expense: (a) procure for Contributor the right to continue use of the Software, Deliverable or infringing part thereof; (b) modify, amend or replace the Software, Data Products, Deliverable or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is in Yendou's opinion commercially practicable, (c) terminate this Agreement (or the portion of any Order Forms for allegedly infringing materials) and refund to Contributor the prorated amount of the fees prepaid by Contributor under the relevant Order Forms or SOWs that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired Term. The foregoing obligations will not apply to the extent the infringement arises as a result of (i) any use of the Software, or any Deliverables in a manner expressly prohibited by this Agreement; or (ii) any use by Contributor of the Software, or any Deliverables in combination with other products, equipment, devices, software, systems or data not supplied by Yendou to the extent such claim is directed against such combination; provided that this exclusion shall not be applicable to combinations with hardware, software or other technology required to access and use the Software, Data Products or any Deliverables (e.g., a web

browser, an internet connection, a personal computer, the software platform upon which certain Yendou applications are built). This section states the entire liability of Yendou with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

- 13.3. Indemnity Process. Yendou will have the exclusive right to defend any indemnified claim (including the right to select and control the work of counsel) and make settlements thereof at its own discretion. Contributor may not settle or compromise any indemnified claim, action or allegation, except with prior written consent of Yendou. Yendou may not, without Contributor's prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on Contributor or includes an admission of fault by Contributor. Contributor shall give such non-monetary assistance and information as Yendou may reasonably require to settle or defend indemnified claims.

14. LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY LOSS OF REVENUE, PROFITS, DATA OR DATA USE ARISING OUT OF THIS AGREEMENT. YENDOU'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, SHALL BE LIMITED TO THE GREATER OF (I) FIFTY THOUSAND DOLLARS (\$50,000) OR (II) TWO TIMES (2X) THE FEES COLLECTED BY YENDOU FROM CONTRIBUTOR PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE IMPOSITION OF LIABILITY (OR, IF GREATER IN AMOUNT AND IF LIABILITY ARISES IN THE FIRST TWELVE MONTHS OF THE TERM, THE TWO TIMES (2X) FEES PAYABLE TO YENDOU BY CONTRIBUTOR PURSUANT TO THE INITIAL ORDER FORM DURING THE FIRST TWELVE MONTHS OF THE INITIAL TERM). THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY (A) TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (B) TO CONTRIBUTOR'S CONTRACTUAL PAYMENT OBLIGATIONS, (C) TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 13.2. (D) TO BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY SET FORTH IN SECTION 7 (CONFIDENTIAL INFORMATION), (E) TO CONTRIBUTOR'S BREACH OF SECTION 3 (SOFTWARE USAGE RIGHTS) OF THIS AGREEMENT, (F) TO INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, AND (G) TO CLAIMS FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

15. GOVERNING LAW AND DISPUTE RESOLUTION.

- 15.1. This contract shall be interpreted and construed in accordance with the laws of the GERMAN law. The courts of Berlin shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). For global operations, the parties acknowledge potential application of other jurisdictions

(e.g., US laws for HIPAA compliance) and agree to cooperate in good faith to align with such requirements.

- 15.2. In the event of a dispute, the parties shall first attempt to resolve by face-to-face negotiation with employees from each party with a title of vice president or higher in attendance.
- 15.3. For any dispute that the parties fail to resolve by negotiation, the parties agree to next attempt to resolve such dispute through non-binding mediation prior to initiating arbitration. The mediation shall last at least eight hours (unless otherwise agreed to by the parties). The parties shall equally share the cost of the mediator. In the event that the parties cannot agree to a mediator, then Yendou shall propose three experienced, neutral mediators, and Contributor shall select one from the list of three proposed by Yendou.
- 15.4. Any dispute that the parties fail to resolve by negotiation or mediation shall be resolved by binding arbitration in Germany before a sole impartial arbitrator. The arbitration shall be conducted in accordance with the rules of the German Institution of Arbitration “Deutsche Institution für Schiedsgerichtsbarkeit e.V.” (DIS) and shall be governed by the German Arbitration Act “Deutsches Schiedsgerichtsgesetz” (10th Book of the German Code of Civil Procedure - ZPO) “(10. Buch der Zivilprozessordnung - ZPO)”. Either party may commence arbitration by serving a written Demand for Arbitration on the other party. The parties shall attempt to agree on an arbitrator. If the parties fail to reach such agreement within twenty (20) days after the Demand for Arbitration is served, either party may request appointment of the arbitrator by the DIS. The person appointed by the DIS shall serve as the arbitrator for resolution of the dispute. If that person is disqualified for any reason, the DIS shall appoint a substitute arbitrator. Each party shall bear its own costs and expenses, including attorneys’ fees, but the arbitrator may, in the award, allocate all of the administrative costs of the arbitration (and the mediation, if applicable) and/or attorneys’ fees, including the fees of the arbitrator and mediator, against the party who did not prevail. Judgment on the arbitration award may be entered in any court having jurisdiction.
- 15.5. Notwithstanding the foregoing, either party may seek emergency equitable relief at any time.

16. EXPORT CONTROL LAWS.

Each party shall comply with the export control laws and regulations of the European Union which are applicable to the Software, and which may prohibit use of the Software in certain sanctioned or embargoed countries. The parties acknowledge that these restrictions may change and that it is their responsibility to comply with the applicable EU regulations and obtain any necessary licenses or approvals.

17. NO LEGAL ADVICE.

Yendou shall not provide Contributor with any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Contributor uses the Software, or Deliverables, including those related to data privacy, or medical, pharmaceutical or health related data, or unsolicited advertisements, including opt-in/opt-out laws.

Contributor acknowledges that the Software, Deliverables and may be used in ways that do and do not comply with such laws, rules or regulations and it is Contributor's sole responsibility to monitor its compliance with all such relevant laws, rules or regulations. Contributor is responsible for such Contributor-specific use decisions and Yendou disclaims all liability for such decisions. Yendou has NOT processed the Data Products against US "Do Not Call Lists", EU "Do Not Call Lists", Germany's Robinson list or Contributor's internal do-not-call list and doing so is solely Contributor's responsibility.

18. INDEPENDENT CONTRACTORS.

Yendou and Contributor are independent contractors. Neither party has the authority to bind or make any commitment on behalf of the other party. None of either party's employees are entitled to any employment rights or benefits of the other party. Yendou will be solely responsible for: (i) paying all wages and other compensation to Yendou employees; (ii) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Yendou's employees; (iii) providing all insurance and other employment related benefits to Yendou's employees; and (iv) making any overtime payments to Yendou's employees if required by law or regulations.

19. WAIVER, ENTIRE AGREEMENT AND AMENDMENTS, REPRESENTATIONS, SEVERABILITY AND PURCHASE ORDERS.

The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provision thereafter. This Agreement encompasses the entire agreement between Contributor and Yendou with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written or oral. This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties. Contributor acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent) assurance or warranty (whether or not in writing) of Yendou, a Yendou Affiliate or any other person (whether or not party to this Agreement) other than as expressly set out in this Agreement. Contributor specifically agrees that it has not relied upon and its purchase of subscriptions is not contingent upon the future availability of any software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in this Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect. The terms and conditions appearing on any

purchase order issued by Contributor for this Agreement, if any, shall not change, add to, or modify the terms or conditions of this Agreement and shall have no effect.

20. ASSIGNMENT.

Neither party may transfer or assign this Agreement without the other party's prior written consent, except (i) to a successor in interest following a merger or other change of control, or (ii) to an Affiliate upon receipt of thirty (30) days' notice from the assigning party. In the event an Affiliate to which this Agreement is assigned fails to meet its obligations under this Agreement, the assigning party shall remain liable for such obligations.

21. SURVIVAL.

The provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including, without limitation, the provisions regarding confidentiality, disclaimer of warranties, and limitation of liability.

22. FORCE MAJEURE.

Yendou shall not be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, flood, wind, storm, lightning, or similar act of God, or by embargo, acts of sabotage, terrorism, riot or civil unrest, internet outages, pandemic, or mandatory compliance with any governmental act, regulation or request (each a "Force Majeure Event"). If a Force Majeure Event occurs and disrupts the services to be provided under this Agreement, this Agreement shall be deemed extended by the length of the Force Majeure Event.

23. NOTICES.

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (e.g., Federal Express, DHL, UPS) (i) if to Contributor: to the attention of "Legal" at the addresses listed in the last signed Order Form (or to such other address as Contributor may have designated by like notice forwarded to Yendou hereto), and (ii) if to Yendou: to the attention of "Legal" at Wichertstrasse 53, 10439 Berlin, Germany or electronically to: zina@yendou.io.

24. NO THIRD-PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement.

25. RESERVED

26. CONTRIBUTOR'S USE OF THIRD-PARTY LICENSED DATA.

To the extent Contributor stores data in the Software that has been purchased or licensed from third parties other than Yendou, Contributor is responsible for ensuring its use,

processing, reporting against, combination, commingling and manipulation of such data is in compliance with its agreements with the data provider, and Contributor will be responsible for any claims by such third-party data providers arising from Contributor's use of such third-party data in the Software.

27. PRIVACY PRACTICES.

27.1. **Privacy Practices.** Yendou maintains documented policies, procedures, and practices regarding the processing of Contributor Data that is personal data as well as technical and operational security measures to maintain the confidentiality, integrity, and availability of Contributor Data. With respect to the processing of Contributor Data that is personal data, the parties will comply with the terms set forth on the Data Processing Addendum, provided to the Contributor, the terms of which are made part of this Agreement. See standalone [Privacy Policy](#).

28. SUBCONTRACTORS.

Contributor also acknowledges that Yendou may engage third-party subcontractors to provide portions of the Professional Services to be delivered pursuant to this Agreement. Yendou shall retain full responsibility for the performance of its obligations under this Agreement, including any obligations it performs through subcontractors, and shall be fully responsible for all acts or omissions of its subcontractors. The use of any subcontractors by Yendou shall not relieve or release Yendou from any of its obligations under this Agreement.

29. DATA PRODUCTS.

The parties further agree that Yendou's Data Products Terms, attached hereto as Exhibit B, shall apply to and be incorporated into this Agreement by reference.

30. DATA SHARING CONSENTS.

During onboarding, data submission, or account settings, Contributor shall provide explicit, granular consent via checkboxes for the sharing of Contributor Data (including member sites, qualification details, and related information) with all approved CRO clients (Yendou's clients) for the purposes of targeted site identification and clinical trial opportunities. Such consent is voluntary, specific to this purpose, and separate from other consents (e.g., logo use or marketing). Contributor may revoke consent at any time via platform settings or by emailing zina@yendou.com, which shall trigger immediate cessation of new data sharing and, where feasible, deletion or anonymization of shared data within five (5) business days, in compliance with applicable data protection laws including GDPR. Revocation may limit platform functionality, such as visibility to CRO clients, but does not affect previously lawful processing. Yendou shall maintain records of consents and withdrawals for accountability purposes.

31. SYSTEM DATA.

Contributor authorizes Yendou and its Affiliates to access, use and otherwise process Contributor Data to provide the Software and Professional Services pursuant to the Agreement (including, as described elsewhere in the Agreement, to provide support for the Software, to triage suspected Software defects, to monitor the usage volume and performance of the Software, to diagnose performance issues, to provide backup and disaster recovery services, and to perform Software upgrades).

Contributor further authorizes Yendou to process Contributor Data (including Personal Data) as required to anonymize and aggregate it for the purpose of generating System Data. Yendou does not process the following categories of data to generate System Data: (i) third-party proprietary data that Contributor has loaded into the Software, (ii) any Personal Data of patients or clinical trial subjects, (iii) any data from custom fields created by Contributor, or (iv) the substantive content of any files stored in the Software by Contributor. Yendou's processing to generate System Data, and its use and disclosure of System Data, complies with all applicable laws and regulations (including applicable data protection laws). Yendou owns, and will retain all right, title and interest in and to the anonymized and aggregated System Data resulting from the processing described above.

YENDOU MASTER SUBSCRIPTION AGREEMENT

EXHIBIT A

SERVICE LEVELS AND SUPPORT

1. 1. SERVICE LEVEL AGREEMENT (SLA).

- 1.1. **Measure.** The Software will be available 95% of the time (24x7x365), except as provided below. Software availability will be calculated per calendar quarter, as follows:

$$(total - nonexcluded - excluded)/(total - excluded) > 95\%$$

Where:

- total means the total number of minutes for the quarter.
 - nonexcluded means downtime that is not excluded.
 - excluded means the following:
 - Any planned downtime of which Yendou gives 8 hours or more notice. Yendou will use commercially reasonable efforts to schedule all planned downtime during non-peak usage times (i.e., the hours from 6:00 p.m. Friday to Sunday midnight, EU Time).
 - Any unavailability caused by circumstances beyond Yendou's reasonable control, including without limitation, a Force Majeure Event.
 - For purposes of the availability calculation, "downtime" means a measurement interval during which time the Software is not responsive to an automated request ("Monitoring Transaction") generated by Yendou's monitoring software. Measurement intervals for Monitoring Transactions are no more than five (5) minutes on a 24X7 basis. Monitoring Transactions used for the availability calculation include network and application availability requests. The monitoring process does not cover every feature of the Software. With respect to such features, Yendou will investigate any suspected availability problem reported by Contributor or which it otherwise becomes aware of and take all commercially reasonable efforts to correct any such issues that can be verified by Yendou.
 - For any partial calendar quarter during which Contributor subscribes to the Software, availability will be calculated based on the entire calendar quarter, not just the portion for which Contributor subscribed.
- 1.2. **Remedies:** Should Yendou fail to meet 95% availability of the Software for a calendar quarter, Contributor shall have the option of one (but not both) of the

following. First, Contributor may continue to use the Software but receive credit for one full day of the Software subscription usage (as of the end of the quarter in which the failure occurred), for each full or partial hour of Software unavailability below 95%. Any such credit shall be applied to Contributor's next invoice (or refunded if there are no forthcoming invoices). Second, if Yendou fails to meet 95% availability of the Software for a calendar quarter, Contributor may terminate this Agreement for cause and stop using the Software, in which case Yendou will refund to Contributor any prepaid fees for the remainder of the Term after the date of termination. The remedies specified in this "Remedies" section shall be the sole remedies available to Contributor for breach of this SLA.

1.3. **Reporting and Claims:** To file a claim under this SLA, Contributor must send an email to zina@yendou.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number.
- Downtime information with dates and time periods for each instance of downtime during the relevant period.
- An explanation of the claim made under this Agreement, including any relevant calculations.

Claims may only be made on a calendar quarter basis within thirty (30) days of the end of the relevant quarter, except for periods at the end of this Agreement that do not coincide with a calendar quarter, in which case Contributor must make any claim after the end of this Agreement. All claims will be verified against Yendou's system records. Should any periods of downtime submitted by Contributor be disputed, the Parties shall resolve the dispute in accordance with this Agreement.

2. SUPPORT OF YENDOU SYSTEM ADMINISTRATORS.

Telephone and email support for Contributor’s Yendou administrators is available from Yendou at no additional charge with the following parameters.

Issue Type	Support Time	Response Time	Initiated By
Level 1	24/7	1 hour	Web portal case on Yendou website or phone call
Level 2	During Support Hours in the local time of the Support Region	4 business hours	Web portal case on Yendou website
Level 3	During Support Hours in the local time of the Support Region	1 business day	Web portal case on Yendou website
Level 4	During Support Hours in the local time of the Support Region	2 business days	Web portal case on Yendou website

2.1. Support Hours: Support is provided by Yendou during the following hours (“Support Hours”) from the three following regions (each a “Support Region”) in the time zones listed for each:

- North America: 8:00 AM to 2:00 PM Eastern Time, as seasonally adjusted for daylight savings.
- Europe: 8:00 AM to 8:00 PM Central European Time, as seasonally adjusted for daylight savings.
- Asia Pacific: 2:00 AM to 8:00 PM China Standard Time.

This support is available for administrators working for or on behalf of the Contributor to configure, maintain, manage and support the Software, as well as for direct support of Contributor’s end users. There is no limit to the number of support cases that may be opened.

2.2. Service Level Classification: Contributor administrators will be asked to classify support incidents upon logging a support ticket in accordance with the following support incident definitions:

Level 1 – Critical: Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available, including:

- The production application is not available.
- The application is in production and malfunctions such that a significant portion of users cannot perform their daily tasks and there is no reasonable workaround.
- The application has a security-related error.
- Any other issue which has a material adverse impact on the Contributor’s business.

Level 2 – Urgent: Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.

Level 3 – High: System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Also includes time-sensitive requests such as requests for feature activation or a data export.

Level 4 – Medium: Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

Contributor may track the status of support issues via the Yendou Contributor support portal.

3. RETURN AND DESTRUCTION OF CONTRIBUTOR DATA.

Except as set forth in an Order Form, upon termination or expiration of all Order Forms for a particular Software application, Yendou shall ensure that Contributor has access to the Contributor

Data via such Software application for a period of no less than thirty (30) days (“Retrieval Period”). In no event may Yendou preclude Contributor from accessing or retrieving the Contributor Data during the Subscription Term or during the Retrieval Period. Except as set forth in an Order Form, after termination or expiration of all Order Forms for a particular Software application (i) Yendou shall permanently delete all Contributor Data held in the production environment and any sandboxes for such Software application within 120 days, and (ii) Yendou will ensure that Contributor Data included in system back-ups for any such Software application are stored in encrypted form and are deleted pursuant to Yendou’s then-current back-up deletion process. Upon written request from Contributor, Yendou will provide written certification from an executive officer confirming Yendou’s compliance with this clause.

4. AUDIT.

Contributor may, at Contributor expense, audit Yendou one time per year to confirm compliance with Yendou responsibilities pursuant to this Agreement. The Contributor representative(s) performing such audit or inspection shall execute a nondisclosure agreement with Yendou in a form acceptable to Yendou with respect to the confidential treatment and restricted use of Yendou’s Confidential Information. Access at Yendou’s and its third-party hosting facilities shall be subject to Yendou’s and its hosting partner’s reasonable access requirements and security policies. Contributor must give Yendou at least thirty (30) days’ prior notice of an audit.

5. TESTING.

Contributors may not, (i) conduct security, integrity, penetration, vulnerability or similar testing on the Software, (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with the Software, or (iii) attempt to access the data of another Yendou Contributor (whether or not for test purposes).

6. SOFTWARE UPDATES.

Major release upgrades are typically undertaken up to six (6) times per year. Yendou will provide Contributor at least fifteen (15) days prior notice (normally via email) before performing a major release upgrade. Such upgrade notice will include the window in which the upgrade will be conducted and any release notes. Contributor will have access to such upgrades in a sandbox environment a minimum of two (2) weeks before the major release upgrade. Advance notification may not be given for minor upgrades or patches and such upgrades and patches do not cause system unavailability (however, Yendou will notify Contributor by email of details of the minor upgrades/patches post implementation). All upgrades and patches are mandatory.

7. NEW PRODUCTS.

Yendou may introduce new functionality for which it charges an additional or separate fee and Contributor may choose whether or not to purchase such new functionality at Contributor’s sole discretion. If Yendou removes any features or functionality from the software Provided pursuant to this Agreement and subsequently offers those features or functionality in a new product, then the Software provided pursuant to this Agreement will be deemed to include (i) the portion of the

new product that contains the original features, or (ii) if those features cannot be separated out, the entire new product.

8. BACKUP.

All Contributor data is copied at least daily to a secure and physically remote secondary data center. Contributor may audit Yendou's backup and recovery procedures once per calendar year for the purposes of confirming appropriate backup and recovery procedures and capabilities are in place and working effectively.

9. DISASTER RECOVERY.

In the event of a disaster that renders the primary data center inoperable, disaster recovery procedures will be followed. The recovery procedures involve restoring the last backup of Contributor data to the secondary data center. The Software shall have disaster recovery procedures with a Recovery Point Objective (RPO) of not more than 4 hours and a Recovery Time Objective (RTO) of not more than 24 hours.

10. GENERAL.

Yendou reserves the right to change existing infrastructure, hardware, and underlying software used to provide the Software as expansion and new technology deem necessary. Yendou assumes no responsibility for delays or problems that result from the Contributor's computing or networking environment, Contributor's third-party vendors, and/or Contributor's local or long-distance telephone carriers or ISPs. Use of the Software requires certain third-party applications, including a web browser, operating system, and other third-party applications. The third-party applications supported by Yendou and Yendou policies with respect to such applications are as set forth in Yendou's documentation for the Software.

YENDOU MASTER SUBSCRIPTION AGREEMENT

EXHIBIT B

DATA PRODUCTS TERMS

Yendou creates and licenses certain datasets (“Data Products”) that are neither Software nor Professional Services, as those terms are used in the Agreement, and additional terms and conditions are necessary in order to address the unique nature of the Data Products. The following product terms (“Data Products Terms”) apply to Yendou’s Data Products to the extent Contributor has an active Order Form for Data Products.

The parties agree as follows:

1. License to Date Products

- a. **License Grant to Data Products.** During the license term specified in an Order Form, Yendou hereby grants Contributor and Contributor’s Affiliates a non-exclusive, non-transferable (except as set forth herein), world-wide, limited license to access and use Yendou’s proprietary Data Products that are listed in an Order Form (“Data License”). The content of specific Data Products is described in the applicable Data Products Service Description Document. The Data License is subject to the limitations set forth herein and any additional use limitations set forth in the applicable Order Form. Contributor is responsible for ensuring that its employees and its Affiliates (and their employees) are aware of and comply with the terms of these Data Products Terms. Any breach of these Data Products Terms by such entities or individuals shall be deemed to be a breach by Contributor, and Contributor is liable for such breaches.
- b. **Limitations to Data License.** Contributor may match Data Products with Contributor or third-party proprietary data for the sole benefit of Contributor during the term of the Data License and for Transition Matching (as described further below). Contributor shall not (and shall not engage or allow any third party to): (i) use the Data Products for any purpose other than Contributor’s internal business purposes (such internal business purposes include research and development of Contributor’s investigational products, sales and marketing of Contributor’s products); (ii) except as described above, use the Data Products to create, cleanse, correct, improve, enhance, or validate any similar collection of data not provided by Yendou; (iii) provide a third party with access to or use of the Data Products for the purpose of allowing the third party to benchmark or compare any third-party data to the Data Products (e.g., in support of a sales effort by a third party); (iv) distribute, publicly disclose, lease, loan, sell or sublicense any portion of the Data Products; (v) load the Data Products into or allow them to be processed by any publicly available artificial intelligence or machine learning application, website, software, or tool without Yendou’s written consent, (vi) use the Data Products in a way that violates applicable law; or (vii) otherwise attempt to modify or reverse

engineer, or reverse assemble the Data Products, or in any way attempt to discover the business rules, algorithms, and other methods used to create the Data Products (herein referred to as the “Methods”), except to the extent such prohibition is not allowed by law.

c. Access and Restrictions on Access to the Data Products by Third Parties.

Contributor is responsible for ensuring that any third parties that are granted access to the Data Products by Contributor comply with the terms of these Data Products Terms. Any breach of these Data Products Terms by such third parties shall be deemed to be a breach by Contributor, and Contributor is liable for such breaches. Contributor may not provide access to any portion of the Data Products to (i) any entity (including any subsidiary or other affiliate of any entity) that is also a provider of data (e.g., IQVIA, PRA, Medpro, Binleys, Celine, Globaldata) (“Data Provider”), or (ii) any person or entity that will perform matching or analysis of the Data Products or use the Data Products to generate analysis or other deliverables for Contributor (“Data Analysis Provider”), until, in the case of each of (i) or (ii), such Data Provider or Data Analysis Provider has entered into the appropriate authorized data use agreement with Yendou, or Contributor has otherwise obtained Yendou’s written consent to provide the Data Products to such Data Provider or Data Analysis Provider. Restrictions do not apply to sharing with CRO clients in the global directory, subject to granular consents.

2. Confidentiality and Ownership. The Data Products and the Methods are Yendou’s confidential information and will be held in confidence by Contributor pursuant to the confidentiality obligations of the Agreement regardless of whether certain elements of the Data Products are otherwise publicly available. Yendou and its suppliers own all rights, title, and interest in the Data Products, the data contained within it, and all modifications, improvements, and/or enhancements thereto, and all inventions or discoveries embodied within the Data Products. Such ownership of rights by Yendou includes but is not limited to the exclusive right to commercial distribution of the Data Products, all copyrights and other intellectual property rights related thereto, and to any derivative works. No rights of ownership in, or title to, the Data Products are granted to Contributor. Contributor acknowledges that Yendou has spent and continues to spend considerable time and resources on the selection and arrangement of the content of the Data Products as an original intellectual creation and as a producer of the Data Products to collect, collate, compile, reformat, and structure the Data Products. Accordingly, Yendou and its suppliers own author’s rights/copyright in the selection and arrangement of the contents of the Data Products and in the electronic materials necessary for its operation, and Yendou also owns database rights (sui generis rights) in the Data Products.

3. Data Change Requests. Yendou’s commercial software products, Contributor support processes, or steps during the implementation of the Data Products may allow Contributor to suggest improvements, corrections, additions, modifications, enhancements, and updates to the Data Products, or Contributor may submit records to Yendou for matching and validation as part of the implementation of the Data Products (collectively, “DCRs”).

Contributor hereby agrees that it has all rights necessary to provide the data embodied in DCRs to Yendou and Contributor will not submit DCRs based upon proprietary data that Contributor has licensed from a third party. Contributor shall retain ownership of the raw data in any DCRs submitted to Yendou, and Yendou shall retain ownership of any information submitted to Yendou via the DCR process that is then independently validated by Yendou.

4. **Warranty Disclaimer.** Yendou endeavors to maintain the Data Products with information that is accurate, complete, current, and timely. **YENDOU DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WITH RESPECT TO THE DATA PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT OR FITNESS FOR A PARTICULAR PURPOSE.** CONTRIBUTOR SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE DATA PRODUCTS, AND YENDOU SHALL HAVE NO LIABILITY WHATSOEVER FOR SUCH DECISIONS. In consideration of the use of all or part of the Data Products, Contributor hereby releases Yendou, its officers, directors, employees, suppliers, and agents from any and all liability whatsoever for inaccurate or incomplete information contained in the Data Products.
5. **Data Privacy and Protection.** Yendou warrants that it shall comply with applicable data privacy and protection requirements and regulations that relate to its collection, access, use, storage, and transfer of personal information for creating and selling a data registry of healthcare professionals (“HCPs”) and organizations (“Applicable Data Protection Laws”). With respect to the EU GDPR, Yendou and Contributor, as independent Data Controllers, may rely on the legitimate interest legal basis for processing and using Data Products to make an initial contact with the HCPs to confirm the accuracy of the data, provided that Contributor’s further specific use decisions with respect to the Data Products (e.g., for Contributor’s sales and marketing purposes) and compliance with Applicable Data Protection Laws with respect to such uses (including gathering further consent from the data subjects) remains the responsibility of Contributor. Contributor represents and warrants that it will not attempt to use the Data Products alone or in combination with other data to re-identify any individuals for which information was de-identified by Yendou. For cross-border transfers, Yendou implements Standard Contractual Clauses (SCCs) or equivalent safeguards for data flows (e.g., EU to US).
6. **Data Rights After Termination/Expiration of the Data License.** The Yendou ID associated with any record in a Data Product may be retained and used perpetually by Contributor for any purpose and may be matched to third-party proprietary or Contributor data. Upon termination or expiration of the Data License, Contributor may retain only the

portion of the Data Products necessary to be retained for legal compliance or historical financial reporting purposes (“Retained Data”), and Contributor shall have a perpetual, limited, non-exclusive, non-transferable (except as set forth herein) license for continued use of such Retained Data only for such purposes. For purposes of clarity, after termination or expiration of the Data License, Contributor may not continue to use the Data Products for call planning, targeting, incentive compensation, territory management, or for the purpose of enabling personnel to contact healthcare providers or healthcare organizations, and Contributor shall remove the Data Products (other than the Yendou ID) from the portions of any systems (including any MDM or CRM systems) used by sales and medical personnel for such purposes. To the extent portions of the Data Products have been embedded within professional services deliverables or other stand-alone documents (e.g., visuals, reports, etc.), Contributor shall have a perpetual, limited, non-exclusive, non-transferable (except as set forth herein) license to retain and use the portions of any Data Products embedded in such materials (“Embedded Data”). Contributor’s continued use of Retained Data and Embedded Data shall remain subject to the limitations set forth in Section 1.b., 1.c., and 2. above. Upon request, Contributor shall furnish Yendou with a certificate signed by a Contributor executive confirming compliance with this section.

7. **Transition Matching.** “Transition Matching” means a match of the Data Products to third-party or Contributor data for the purpose of transitioning from the Data Products to third-party or Contributor data. Contributor may access and use the Data Products for Transition Matching by Contributor subject to Contributor’s adherence to Yendou’s transition matching rules, which specify that the Data Products may not be used to improve or enhance a third-party dataset (detailed matching rules will be provided upon request). If Contributor wishes to use a third party to conduct Transition Matching, such third party shall execute a separate transition matching agreement with Yendou.
8. **No Legal Advice.** Yendou shall not provide Contributor with any legal advice regarding compliance with laws, rules, or regulations in the jurisdictions in which Contributor uses the Data Products, including those related to data privacy, medical, pharmaceutical, or health-related data, or unsolicited advertisements, including opt-in/opt-out laws. Yendou has NOT processed the Data Products against US “Do Not Call Lists” or Contributor’s internal do-not-call list. It is Contributor’s sole responsibility to monitor its compliance with all such relevant laws, rules, or regulations, and Contributor is responsible for its specific use decisions. Yendou disclaims all liability for such decisions.
9. **IP Infringement Indemnity.** The Infringement Indemnity and Indemnity Process Sections as set forth in the Agreement shall equally apply to the Data Products.
10. **Data Products Service Description Document.** The current version of the applicable Data Products Service Description Document will be provided to Contributor by Yendou any time during the license term upon request.

11. **Third-Party Licensors.** If Yendou licenses any of the data included in the Data Products from a third-party source (“Third-Party Licensor”), Yendou may disable access or remove data provided by a Third-Party Licensor from the Data Products if Yendou’s agreement with any such Third-Party Licensor is terminated or expires.
12. **General.** These Data Products Terms are incorporated into the Agreement in their entirety. In the event of a conflict between these Data Products Terms and the Agreement, the terms of these Data Products Terms shall control with respect to the Data Products