RegenMed

MASTER SERVICES AGREEMENT

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1. PARTIES

1.1. The Company

1.2. Client

[Full name and address].

2. PURPOSE OF AGREEMENT

This Agreement specifies the terms and conditions applicable to the delivery by the Company to the Client of one or more Products and Services. All Statements of Work ("SOW") between the Company and the Client shall be governed by this Agreement.

3. DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated into and deemed a part of this Agreement.

a. Standard Legal Definitions.

b. inCytes™ License Terms and Conditions.

c. Privacy Policy.

d. Products and Services Charges and Payment Policies.

4. COMPANY RESPONSIBILITIES

4.1. Delivery of Products and Services

In consideration of payment by the Client of all applicable Products and Services Charges as specified in each SOW, the Company shall deliver to the Client, and/or other Persons specified by the Client, the Products and Services specified in such SOW or an Authorized Amendment.

4.2. inCytes™ Service Level Commitment

The inCytes™ Platform shall be accessible for at least 97% each month. The

Company shall provide at least five business days' notice of any planned maintenance downtime. The Client shall not be responsible for payment of any Subscription Months in calendar months in which this commitment is not met by the Company.

4.3. Company As Service Provider

a. The Company shall perform one or more of the following Service Provider Functions on behalf of the Client, and as specified by the Client from time to time:

  i. Case creation.

  ii. Patient enrollment.

  iii. Collection of patient-reported outcomes.

  iv. Migration of Personal Data between the inCytes™ Platform and another healthcare data platform.

  v. Resetting log-in credentials.

  vi. Other support functions requested by the Client.

b. Under no circumstances shall the Company be, or be construed as, a Data Controller as defined in the GDPR, or similar status under HIPAA or other personal data and patient privacy laws.

c. The Company shall be a Team Member of each Investigator for whom the Client has requested the Company to perform one or more Service Provider Functions.

d. The Company shall:

  i. Fulfill all lawful and reasonable written instructions from the Client as Data Processor with respect to Personal Data.

  ii. Create, access, and use Personal Data only to the extent necessary to fulfill such instructions.

  iii. Upon written instructions from the Client, delete all or a specified portion of Personal Data.

e. The Client shall:

    i.   Obtain appropriate written consents from any individuals with respect to whom Personal Data is to be accessed in the context of Service Provider Functions.

    ii.   Upon the request of the Company, provide copies of such consents.

    iii.   Properly observe its obligations as a data controller (as defined in the GDPR) or similar status under HIPAA or other personal data and patient privacy laws.

f.   The Company has the right to:

    i.   Follow the lawful instructions of any individual having rights with respect to his or her Personal Data.

    ii.   Seek further written documentation from the Client and/or the owner of any Personal Data regarding the generation, maintenance, or processing of such Personal Data.

    iii.   Cease providing one or more Service Provider Functions, and/or delete any Personal Data in its possession, if in its reasonable judgment not to do so may be in violation of applicable laws or regulations.

5.   PAYMENT OF PRODUCTS AND SERVICES CHARGES

The Client shall pay all Product and Service Charges incurred as a result of this Agreement and any SOW or Authorized Amendment in accordance with the Payment Terms.

6. DATA OWNERSHIP AND MONETIZATION

6.1. General

The Client shall own all Client Circle Data, and be free to publish, monetize, or otherwise deal with such data without any compensation due to, or approval required from, the Company.

6.2. Company Support Of Circle Promotion and Monetization

The Client may request the Company at any time to assist with promotion, monetization, and/or other activities with respect to Client's Circles. Such assistance shall be subject to a separate SOW.

6.3.   Client Responsible For Certain Third-Party Claims

a. The Client is responsible for selecting and/or approving Investigators and other Circle Members for its Circle(s). It is the responsibility of the Client to negotiate separate agreements with such Circle Members governing ownership, publication, and monetization rights regarding data contributed by such Circle Members to the Client's Circle(s), provided that no such allocation of the Client's rights shall reduce any rights of the Company hereunder.

b. The Client indemnifies the Company for any costs and expenses, including legal fees, incurred by the Company as a result of any claims made by Circle Members relating to Client Circle Data ownership and/or monetization.

7.   CIRCLE LIABILITIES

The Company shall have no responsibility or liability for any adverse events, patient claims or matters arising from the use by the Client or Investigators arising from the design or execution of a Circle. Client shall indemnify and hold harmless the Company for all such liabilities and related costs and expenses, including attorney's fees.

8.   COMMUNICATIONS

All communications intended to have legal effect shall be sent and expressly accepted in writing by an Authorized Representative of each party, as follows:

For the Company: to ntierney@rgnmed.com.

For the Client: _____.

9.   MISCELLANEOUS

9.1.   Final Agreement

This Agreement shall be the final agreement between the Parties, and shall supersede any other writings or understandings, concerning its subject matter. It may not be assigned or amended without the express written agreement of both Parties.

9.2.   Conflict

In the event of any conflict between the inCytes™ License Agreement and this Agreement, the applicable provision(s) of the inCytes™ License Terms and Conditions shall prevail.

9.3. Governing Law

This Agreement shall be governed by the laws of the State of Delaware, U.S.A., and both parties submit to the courts of that State for the purpose of resolving any disputes arising hereunder.

9.4. Counterparts

This Agreement may be signed in counterparts. A copy of this Agreement or of an SOW sent to the address indicated in paragraph 8 above, and acknowledged by the receiving party, shall be considered the equivalent of the original of such document.

9.5. Termination

This Agreement may be terminated by either Party for any reason upon thirty days' written notice provided that Client shall remain responsible for all Products and Services Charges outstanding through the effective date of such termination.

Upon the termination of this Agreement, all associated License Agreements will terminate, and Client and any associated Investigators will cease to have access to inCytes™ and all other Products and Services.

In the event of non-payment by the Client of Products and Services Charges, or other breach of this Agreement, the Company may immediately terminate this Agreement and any of the Company's obligations hereunder.

[signature page follows]

Date:

Accepted and Agreed:

On behalf of the Company   **On behalf of the Client**

_____   _____

  Name: Nicolas R. Tierney   **Name: _____**

  Title: Chief Operating Officer   **Title: _____**