



## SERVICE PROVIDER AGREEMENT

January 2024

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### 1. PARTIES

- a. The Company
- b. The Client:
  - i. Client Name:
  - ii. Client Address:

### 2. PURPOSE OF THIS AGREEMENT

- a. Client has requested the Company to provide one or more services which may require the Company to access Personal Data, including personal health information.
- b. This Agreement defines the respective rights and obligations of the Parties in connection with such Personal Data.

### 3. DEFINITIONS.

- a. The term "Service Provider Function" includes any operation or activity performed by the Company at the request of the Client which may involve access to or use of Personal Data.
- b. Terms not otherwise defined herein shall be as defined in the Company's Standard Legal Definitions.

### 4. 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.
- c. 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.
  - d. The Company shall be a Team Member of each Circle for which the Client has requested the Company to perform one or more Service Provider Functions.

## 5. OBLIGATIONS OF THE COMPANY

The Company shall:

- a. Fulfill all lawful and reasonable written instructions from the Client as Data Processor with respect to Personal Data.
- b. Create, access, and use Personal Data only to the extent necessary to fulfill such instructions.
- c. Upon written instructions from the Client, delete all or a specified portion of Personal Data.

## 6. OBLIGATIONS OF THE CLIENT

The Client shall:

- a. Obtain appropriate written consents from any individuals with respect to whom Personal Data is to be accessed in the context of Service Provider Functions.
- b. Upon the request of the Company, provide copies of such consents.
- c. 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.

## 7. RIGHTS OF THE COMPANY

The Company has the right to:

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

- b. 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.
- c. 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.

**8. INDEMNIFICATION**

Each Party indemnifies the other with respect to any costs and expenses incurred as a result of the material breach by the other Party of its obligations hereunder.

**Date:**

**Accepted and Agreed**

**On behalf of the Company**

**On behalf of the Client**



\_\_\_\_\_  
**Name: Nicolas Tierney**  
**Title: Chief Operating Officer**

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**Name:**  
**Title:**