



SERVICE PROVIDER AGREEMENT

January 2024

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

A handwritten signature in black ink, appearing to read 'N. Tierney'.

Name: Nicolas Tierney
Title: Chief Operating Officer

On behalf of the Client

Name:
Title: