

STANDARD LEGAL DEFINITIONS

January 2024

The following definitions apply to various RegenMed legal documents and are deemed incorporated therein. They supersede for legal purposes any other definition of such terms. Additional definitions may be found in the KnowledgeBase Glossary.

| | |
|---|---|
| Account | The account specific to Licensee, including the roles, permissions, Team Members, payment mechanisms, Sponsor, Case allocations, Circle memberships and other attributes associated with such account. |
| Affiliates | Licensor, its owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering inCytes™ and/or its contents. |
| Aggregated Data | Datasets derived from one or more Circles which do not include Personal Data. |
| Authorized Amendment | A document executed by the Company and a Client amending a Master Services Agreement or Statement of Work. |
| Authorized Personal Data Recipient | An individual or entity authorized through a Consent to maintain or review, solely for the purposes specified in such Consent, the Personal Data of a consenting Data Subject. |
| Authorized Representative | The person(s) identified in a Master Services Agreement as authorized to agree to Authorized Amendments. |
| Case | The integrated longitudinal record comprising all data entered against an Observational Protocol. |
| CCDMT Fraction | The fraction, calculated at the time of the relevant CCDMT, where (i) the numerator equals the total number of inCytes™ Datapoints |

| | |
|--|---|
| | represented by Client Circle Data, and (ii) the denominator equals the total number of all inCytes™ Datapoints which are a part of an IADMT. |
| Circle | The combination of an Observational Protocol, Aggregated Data collected against that Observational Protocol, Circle Members and other users with authorized access to the Circle, and branding and other customized elements of the Circle. |
| Client | A Person responsible for payment of Products and Services Charges. |
| Client Circle Data | Any and all inCytes™ Datapoints generated through any Circle for which Circle the Client has paid the Initial Circle Charge and/or the Reduced Circle Charge in accordance with the Company's <u>Payment Terms</u> . |
| Client Circle Data Monetization Transaction | The royalties, licensing fees, sale or other financial transaction involving Client Circle Data. ("CCDMT"). |
| Company | Regenerative Medicine LLC, a limited liability company formed and operating under the laws of the State of Delaware, U.S.A., and/or Regen Med Europe SLU, a limited liability company formed and operating under the laws of Spain, with its registered office at C/ Muntaner, 200, Primera Planta 08036 Barcelona, España. |
| Company Data Privacy Officer | Nicolas R. Tierney, ntierney@rgnmed.com. |
| Company Websites | All websites which the Company or any of its Affiliates shall own and operate from time to time. |
| Confidential Information | Any information, not already legitimately in the public domain, which is proprietary to the Company, a Client, an Investigator, or other Person involved in a Circle, and which has been designated by such Person as confidential, including through a confidentiality or non-disclosure agreement. |

| | |
|--|---|
| Consent | A written communication in which a Data Subject has explicitly consented to send, receive and/or maintain Personal Data through or in connection with the inCytes™ Platform or Company Websites. |
| Customization Information | Any information, photographs, professional biographies, Patient Report templates, Patient Communication templates or other material or information provided by the Licensee for use on or in connection with inCytes™. |
| Data Controller | The meaning attributed to it in <u>GDPR Article IV</u> . |
| Data Processor | The meaning attributed to it in <u>GDPR Article IV</u> . |
| Data Sub-Processor | The meaning attributed to it in paragraphs 2 and 4 of <u>Article 28</u> of the GDPR. |
| Data Subject | The meaning attributed to it in <u>GDPR Article IV</u> . |
| Enterprise Client | Any Client which is not a Small Provider. |
| GDPR | The European <u>General Data Protection Regulation</u> . |
| HIPAA | The U.S. <u>Health Insurance Portability and Privacy Act of 1996</u> |
| inCytes™ | All aspects of the entire inCytes™ platform, including Benchmarc™, Observational Protocols, Patient Reports, Clinical Reports, Patient Portals, inCytes™ Websites, Circles, Aggregated Data and various related processes and services made available to Licensee through or in connection with inCytes™. |
| inCytes™ Aggregated Data Monetization Transaction | The royalties, licensing fees, sale or other financial transaction involving aggregated inCytes™ Datapoints, whether or not such transaction includes Client Circle Data. (“IADMT”) |
| inCytes™ Datapoint | A single, discrete answer to any Question in any Circle captured through the inCytes™ and/or Benchmarc™ platforms, and which is not Personal Data. |

| | |
|--|---|
| inCytes™ Intellectual Property | Licensors’ worldwide copyright to inCytes™ and all associated content, functionality, materials, issued patents, patent applications, trade secrets and other proprietary elements of inCytes™, and Aggregated Databases which have not been expressly sublicensed or otherwise transferred to a Sponsor assuming such Sponsor has continued to comply with the terms of such sublicense or transfer. |
| inCytes™ License Terms and Conditions | This document, as amended from time to time and published on incytesapp.co . |
| inCytes™ Platform | The U.S. patented platform and associated functionality, including Benchmarc™, described here . |
| Investigator | A healthcare professional or scientist with principal or ancillary responsibility for the design, execution and/or analysis of a Circle-based Study. |
| IP Protection | Taking appropriate and reasonable means to protect the copyright, patent, trade-secret, confidential, and/or other potential intellectual property value, or proprietary nature of Client Circle Data and other Confidential Information. |
| License | A limited, non-exclusive and revocable license to use inCytes™ in accordance with the terms specified herein. |
| Licensee | A Client and any other Person establishing an inCytes™ Account, for whom such an Account has been established, and/or otherwise using inCytes™. For purposes of the GDPR, any Licensee which funds a Circle is a Data Controller. For purposes of HIPAA, any such Licensee is a Covered Entity. |
| Licensors | The Company. |
| Log-In Credentials | An e-mail address, password, verification code(s) and other forms of identification specific to each Licensee. |
| Observational Protocol | The integrated set of Surveys designed by or on behalf of Licensee for the collection of Personal Data and/or Aggregated Data in the context of Circle. |

| | |
|----------------------------------|---|
| Other Terms | Terms in the GDPR section of this License Agreement shall have the definitions ascribed to them in Article IV of the GDPR. Terms in the HIPAA section of this License Agreement shall have the definitions ascribed to them in 45 CFR Part 160, Part 162, and Part 164 of the United States Code of Federal Regulations. Terms not defined herein shall have the definitions ascribed to them on the inCytes™ Websites. |
| Patient | Any individual with respect to whom or from whom a Licensee collects Personal Data utilizing inCytes™. |
| Payment Terms | The terms pursuant to which a Client is liable for payment of Products and Services Charges. Payment Terms can be found here . |
| Person | An individual, organization, society, legal or other form of entity. |
| Personal Data | Any data or information specific to an individual, including a Patient, and which is considered by HIPAA, GDPR or other applicable law, regulations, or the policies of the institution with which Licensee is affiliated to be private or otherwise subject to protection, non-disclosure and/or privacy. |
| Privacy Laws and Policies | The GDPR, HIPAA and other rules, regulations, laws, directives, and/or institutional policies governing the collection, dissemination, protection and other use of Personal Data. |
| Products and Services | Cases, Subscriptions, Licenses, Circles, customization, clinical/scientific support, technical support, enrollment, training, data migration, data integration, publication, monetization and other products and services which the Company may offer or make available from time to time. |
| Small Provider | A single healthcare professional, or a professional corporation comprising no more than three healthcare professionals. |
| Specified Personal Data | Personal Data which an Investigator or other inCytes™ Licensee requests the Company to include as part of a Circle. |
| Study | The organized collection and analysis of data for the purpose of generating observations and/or establishing causal correlations. |

| | |
|--------------------|--|
| Team Member | One or more Persons associated which a Licensee allows to utilize inCytes™ under its Account in the context of Licensee’s Cases, and to view Personal Data of the Patients associated with such Cases. |
|--------------------|--|
