Agreement for CancerMPact and Epi Database Subscription Services

This Agreement for CancerMPact and Epi Database Subscription Services ("**Agreement**") is between Oracle Romania S.R.L., having its headquarters in Bucharest, District 2, 46D-46E-48 Pipera street, Oregon Park, Building A, ground floor, Section 1 and 2nd floor, Section B, Romania, registered with the Romanian Commerce Register under no. J2002012387403, unique registration code no. 15058256, fiscal attribute RO ("**Oracle**"), and the individual or entity ("**Client**" or "**You**") which has accepted this Agreement through a document which references this Agreement. Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Definitions section below. This Agreement sets forth the terms and conditions that govern Orders placed under this Agreement.

Definitions

"**Ad Hoc Services**" means the bespoke market research services provided by Oracle (i.e., either one-off bespoke services or bespoke continuous tracking services).

"**Agreement**" means this Agreement for Cerner Enviza Subscription Services (including any amendments thereto) and all documents incorporated into the Agreement for CancerMPact and Epi Database Subscription Services (including any amendments, exhibits, or addenda thereto). This Agreement governs Client's use of the Services ordered from Oracle. In the event of any inconsistencies between the terms of an Order, including the SOW, and the Agreement, the Order shall take precedence unless expressly stated otherwise in an Order.

"**Client Data**" means any materials provided by the Client to Oracle.

"**Confidential Information**" shall include information disclosed by either party that is marked as confidential at the time of disclosure, Oracle materials, Data Set, the terms and conditions of the Agreement, and any other information or data shared by either party that, by its nature, should be considered to be confidential. Confidential Information shall not include any information that (a) is in or enters into the public domain other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information; (b) was already in the lawful possession of the receiving party prior to the disclosureby the disclosing party; (c) is subsequently obtained in good faith by the receiving party from a third party whois, to the best of receiving party's knowledge and belief, free to disclose them to the receiving party, (d) is required by law or regulatory authority to be disclosed, (e) the receiving party develops independently without breach of this Agreement or (f) is disclosed with the prior written approval of the disclosing party.

"**Continuous Services**" means access to the Data Set and does not include Ad Hoc Services or bespoke market research services provided by Oracle.

"**Data Set**" means specific CancerMPact or Epi Database data provided by Oracle to Client pursuant to the Agreement and Order. This includes the data, analysis, models and any other information contained in the database or report to be accessed by multiple subscribers, and any other non-custom engagement performed by Oracle.

"**Deliverables**" means survey results, reports, data, summaries, comments, discussion and/or analysis provided by Oracle to Client pursuant to the Ad Hoc Services SOW.

"**GDPR**" means the EU General Data Protection Regulation 2016/679.

"**Intellectual Property Rights**" or "IPR" means copyright, database rights, trademarks, designs, patents and/orknowhow.

"**Order**" means the Oracle order in the name of and executed by Client and accepted by Oracle which specifies the Data Set to be provided by Oracle subject to the terms of this Agreement.

"**Personal Data**" means information defined as personally identifiable, personal information, or personal data by the applicable Rules.

"**Rules**" means all applicable (a) privacy, electronic communications, and data protections laws, rules and regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); (b) The Swiss Federal Act of 19 June 1992 on data protection, as amended; (c) regulatory guidelines, and (dc) any applicable self-regulatory guidelines, as each may change.

"**Services**" means the Ad Hoc Services and/or Continuous Services (as the case may be) as specifiedin the Order or SOW.

"**Services Period**" means the duration of the Services as defined in the Agreement, Order or SOW.

"**SOW**" means a statement of work which: (a) incorporates the terms of this Agreement; (b) describes any Services and Deliverables purchased by Client; (c) is fully executed by Oracle and Client or their affiliates as appropriate, and (d) is either attached as an Exhibit to this Agreement or which purports to be governed by this Agreement and, therefore, incorporates this Agreement by reference when executed by the parties or their affiliates.

"**Tax**" means all forms of tax, charge, duty, withholding, deduction, rate, levy and governmental charge (whether national or local) in the nature of tax, whatsoever and whenever created, enactedor imposed by any governmental, state, federal, local municipal or other body, together with all related fines, penalties, interest, charges and surcharges, but excluding taxes

on Oracle's revenues or profits.

In these terms and conditions, a reference to the singular includes plural and vice versa (unless thecontext otherwise requires).

1 **License Grant**. During the Services Period of the Order, Oracle hereby grants Client, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable subscription to unlimited access to the Service, to create online or offline printouts of information retrieved from the Services, and to reproduce, reformat, analyze, print, and display such printouts in connection with Client's normal business activities.

2 **Payment of Fees**

2.1 For Continuous Services and Ad Hoc Services, Oracle shall invoice Client for the fees as detailed in the applicable Order or SOW. For Continuous Services, the invoice shall itemize in reasonable detail all charges. All invoices shall be payable to Oracle within thirty (30) days from date of invoice. All fees under the Order and this Agreement are non-cancellable and non-refundable.

2.2 Oracle shall be entitled to recover reasonable expenses incurred in the provision of the Services.

2.3 If any amount payable to Oracle pursuant to this Agreement is subject to Tax, that amount shall be increased so as to ensure that the net amount paid by Client to Oracle shall, after Tax, be equal to that which would have been paid had the paymentand any increased payment not been subject to Tax.

3 **Term and Termination**

3.1 This Agreement is valid for the Order which this Agreement accompanies.

3.2 Either party may terminate Orders placed against this Agreement by providing Oracle one hundred eighty (180) days' written notice, provided however that Continuous Service offerings are non-refundable. Client is responsible for paying Oracle through the full Services Period; no cancellations or refunds will be granted.

3.3 Either party may terminate the Orders placed against this Agreement immediately for a material breach by the other that is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days of written notification being given to the defaulting party. Except for non-payment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Client agrees that if Client is in default under the Agreement, Client may not use those Services ordered in the Order or SOW(s).

3.4 For Continuous Services if (a) the number of client subscribers falls below an acceptable level to Oracle, or (b) Oracle is unable to or finds it impracticable to continue the Services or any part of them, Oracle shall be entitled to terminate the Order and this Agreement by serving a thirty (30) days' written notice at any time. Oracle will use reasonable efforts to complete any Deliverable in progress, and Oracle will remain entitled to payment for completion of that Deliverable. If Oracle terminates for the reasons outlined in this section, Oracle will refund to Client the fees for the terminated services that Client pre-paid to Oracle for the period following the effective date of termination.

4 **Change, Delay or Cancellation**

4.1 If the Client requests changes to the Services, Oracle reserves the right to revise the Order or SOW, including, without limitation, the fees.

4.2 If the Services are shortened, delayed, cancelled or terminated early by the Client, the final invoice will include the balance of the fees for providing the Services plus any reasonable costs and expenses incurred by Oracle due to the Client's acts or omissions, together with all non-cancellable third-party costs to which Oracle has committed.

4.3 The Client is responsible for the prompt delivery to Oracle of all materials owned by or in possession of the Client and reasonably required by Oracle to provide the Services. If the Client fails to comply with this clause the Client shall be liable for the consequential delays and reasonable additional costs and expenses incurred by Oracle in providing the Services.

4.4 Oracle shall not be liable for any failure to adhere to planned timing or for any loss or damage suffered by Client resulting from any delay caused directly or indirectly by any act or omission of the Client or any third party. Further, Client acknowledges that the successful and timely rendering of the Services, and the successful development of the Data Set to be provided hereunder, will require the good faith cooperation of Client. Accordingly, Client will fully cooperate with Oracle, including, without limitation, by (a) providing Oracle with all information reasonably necessary or appropriate and relevant to Oracle's performance as reasonably required by Oracle; (b) making Client personnel available to Oracle by providing at least one employee or consultant of Client who shall have substantial relevant experience, to act as a Client contact in connection with the development of the Data Set; and (c) providing timely review of materials submitted by Oracle.

4.5 **Subcontracting.** To assist Oracle in providing the Services, Oracle shall have the right to subcontract any part of

the Services. Oracle shall be responsible for the quality of the services provided by any subcontractors that have been selected and all services provided by subcontractor shall be paid for directly by Oracle.

5   Warranties

5.1   Mutual Representations and Warranties. Each party represents and warrants that it has the authority to enter into this Agreement.

5.2   Oracle Warranties.

a)   Oracle warrants that Services will be provided in a professional manner consistent with industry standards. However, the Client acknowledges and accepts that: (i) the response rates to surveys/questionnaires cannot be predicted and are not guaranteed by Oracle; (ii) all figurescontained in Deliverables will be estimates derived from sample surveys and subject to the limits ofstatistical errors/rounding up or down, and (iii) that time is not of the essence. Client hereby acknowledges that it shall be solely responsible for the consequences of any action taken by it based on any document, recommendation or opinion provided by Oracle. In no event shall Oracle be liable to the Client for any loss or damage whatsoever with respect to any conclusions and/or recommendations made by Oracle in relation to the Services or any reliance thereupon by the Client unless otherwise stated within this Agreement or as a matter of law. Client must notify Oracle of any warranty deficiencies within ninety (90) days of performance of the deficient Services.

b)   Oracle agrees to use all reasonable efforts to comply with any applicable self-regulatory guidelines.

c)   Oracle does not warrant that the Services will be performed error-free or uninterrupted, that it will correct all errors in the Services, or that the Services will meet the Client's requirements or expectations.

5.3 Client Warranties

a)   Client shall fully brief Oracle as to its requirements or objectives prior to entering into the Agreement and shall keep Oracle so briefed during the term of the Agreement.

b)   Client shall cooperate with Oracle in all matters relating to the Services and shall, at its own expense, supply Oracle with all materials and data reasonably requested by Oracle from time to time for the proper provision of the Services.

c)   Client shall respond promptly to any request by Oracle for materials or approval and within any deadline reasonably required by Oracle to provide the Services.

5.4 FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

5.5 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6   Intellectual Property Rights and Public Statements

6.1   Client's Ownership Rights. Client has, and reserves and retains, sole and exclusive ownership of all right, title and interest in and to the Client Data, including all IPR arising out of or relating to the Client materials. Client materials are the Confidential Information of Client.

6.2   Oracle's Ownership Rights. Oracle or its licensors has, and reserves and retains, sole and exclusive ownership of all right, title and interest in and to the Oracle materials, insights, and any modifications, extensions or derivative works thereof, including any techniques, principles and formats and all proprietary materials, software, programs, macros, algorithms, modules, methodologies and anything else used by or created by Oracle in putting together a Data Set or carrying out the Services, and shall at all times remain the exclusive property of Oracle. Oracle owns all rights, licenses, copyrights, and patent rights to data (not including Client Data) created or collected by Oracle as a result of the Agreement, including data that is used for optimization, service analysis, and product or service improvement. Oracle grants Client a worldwide, non-sublicenseable, non-transferable, royalty-free license to Oracle materials incorporated in the Deliverables or otherwise necessary for Client to use the Services and Deliverables solely for (a) internal purposes and not for publication or other distribution or communication to the public (unless expressly authorised in writing); and (b) solely for the purposes of the relevant project and in the manner envisaged by the SOW. All other rights in and to the Oracle materials are expressly reserved by Oracle**.**

6.3   Ownership of Deliverables. Except as otherwise set out in this Section 6, upon receipt by Oracle of full payment for the Services and Deliverables under the applicable SOW, Client shall be the sole and exclusive owner of all right, title and interest in and to the Deliverables, excluding Oracle materials, social data, third-party materials, or any other

information specifically identified in the SOW as being excluded. Client will be entitled to use the Deliverables for its internal business purposes unless otherwise specified in the applicable SOW. Client acknowledges and agrees it will not use any Deliverables for public relations, sales or marketing purposes in conjunction with Oracle's name or brand without Oracle's prior written permission in writing. Client will not publish or disclose the Deliverables in any manner which exaggerates, distorts or misrepresents the information or data provided by Oracle or in any manner likely to harm Oracle's reputation. Notwithstanding the foregoing and for the avoidance of doubt, Oracle shall retain all ownership rights of and to any methodologies used during the provision of the Services, as well as any future developments (i.e., intellectual property, research and development, service analyses, etc.) that arise from such methodologies during the provision of the Services.

6.4 Third Party Access. Client is prohibited from disclosing data from the Data Set to any third party without obtaining written permission from Oracle.

6.5 Services Analyses. Oracle shall be entitled, both during and after the termination or expiry of this Agreement, to use any and all findings, analyses, data, research results and records resulting from the Services or collected in the course of or in connection with providing the Services or Deliverables for its own internal purposes, as part of its own databases and for purposes connected with its business, including for purposes of establishing industry norms, conducting case studies and industry attainments, and including in connection with any relevant legal dispute, but Oracle and its affiliates will maintain the anonymity of Client and the confidentiality of Deliverables.

6.6 Publicity. Oracle may refer to Client as an Oracle customer of the ordered Services in sales presentations, marketing vehicles and activities. Except for this right, neither party shall have the right to use the other party's name, trademark, logo or slogans without the prior written consent of such party. Neither party may disclose to any third party any details of the Agreement, including any Order or SOW, without the specific, prior written approval of the other party. Such approval will not be unreasonably withheld. However, each party may disclose the details of the Agreement and any attachments hereto (a) if required by law or regulation, (b) to a governmental agency (upon such agency's lawful request), or (c) to enforce its rights under the Agreement. Client shall not make any public statement based on any Deliverables or on any part of the Services without prior written consent of Oracle.

7 Confidentiality. During, and for a period of three (3) years after the term of this Agreement, the receiving party agrees that it shall: (a) hold the disclosing party's Confidential Information in confidence using the same degree of care that it uses to protect its own Confidential Information, in no event less than a reasonable degree of care; (b) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (c) not disclose or make available any of the disclosing party's Confidential Information to any employee or other third-party without the prior written consent of the disclosing party except to a limited number of its employees, consultants, subcontractors and legal advisors who have a need to know the disclosing party's Confidential Information in order to perform its obligations under this Agreement; and (d) comply promptly with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's control or possession. Notwithstanding the foregoing: (i) the receiving party may retain copies of Confidential Information to the extent required in compliance with applicable laws or regulations and in accordance with internal document retention and back-up policies, provided that such copies shall be kept confidential in accordance with this clause and (ii) confidentiality obligations of the parties for Confidential Information that constitutes a trade secret will continue until such Confidential Information is no longer considered a trade secret.

8 Data Protection. Oracle and Client shall comply at all times with the Rules, including GDPR as applicable.

9 Limits and Exclusions of Liability

9.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, DATA OR DATA USE. ORACLE AND ORACLE'S AFFILIATES MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT OR CLIENT'S ORDER OR SOW, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES CLIENT PAID OR PAYABLE FOR THE DEFICIENT SERVICES UNDER THE ORDER OR SOW GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CAUSE OF ACTION FIRST AROSE.

9.2 Data Set. Oracle shall not be liable for any loss whatsoever arising from or in connection with the Client's interpretation of the Data Set or Deliverables and/or the consequences of any action taken by the Client based on any Data Set or Deliverables. The Client acknowledges that the Data Set or Deliverables have been created and delivered with the mutual understanding that, if the Client requires additional protection or coverage, the Client should procure separate insurance.

9.3 Neither party may bring any action arising out of any transaction (other than failures to pay) under this Agreement more than twelve (12) months after the cause of action accrues.

10 Indemnification

10.1 If a third party makes a claim against either Client or Oracle ("Recipient," which may refer to Client or Oracle, depending upon which party received the Specification), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Specification") furnished by Oracle ("Provider") and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

   a) notifies the Provider promptly in writing, not later than thirty (30) days after the Recipient receives notice of the claim (or sooner if required by applicable law);

   b) gives the Provider sole control of the defense and any settlement negotiations; and

   c) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

10.2 Oracle Indemnification. Oracle will, at Oracle's expense, indemnify and defend Client from and against any liabilities, losses, damages, costs, and expenses resulting from a third-party claim that the Oracle materials infringes or misappropriates any U.S. patent issued as of the Effective Date or any copyright or trade secret of a third party during the term of the Agreement so long as Client follows the procedure set forth in Section 10.1, above.

10.3 Client Indemnification. Client will, at its expense, indemnify and defend Oracle from and against any liabilities, losses, damages, costs, and expenses resulting from Client's or its personnel's use of the Services or Data Set in violation of the terms of this Agreement (including any privacy obligations),

10.4 Remedies. If the Indemnitor believes or it is determined that any of the Specification may have violated a third party's intellectual property rights, the Provider may choose to either modify the Specification to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Specification and refund any unused, prepaid fees the Recipient may have paid to the other party for such Specification. If such return materially affects Oracle's ability to meet obligations under the relevant SOW, then Oracle may, upon thirty (30) days prior written notice, terminate the SOW. If such Specification is third party technology and the terms of the third-party license do not allow Oracle to terminate the license, then Oracle may, upon thirty (30) days prior written notice, end the Services associated with such Specification and refund any unused, prepaid fees for such Services.

10.5 Exclusions. The Provider will not indemnify the Recipient if the Recipient (a) alters the Specification or uses it outside the scope of use identified in the Order or SOW, or (b) uses a version of the Specification which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Specification which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Specification not furnished by the Provider. Oracle will not indemnify Client to the extent that an infringement claim is based on third party materials or any material from a third-party portal or other external source that is not specifically incorporated into the Deliverables by Oracle or to which Oracle has not specifically referred Client for services associated with the Services to be provided by Oracle pursuant to this Agreement or applicable Order or SOW.

10.6 This Section 10 provides the parties' exclusive remedy for any infringement claims or damages under this Agreement.

11 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Client agrees that such export laws govern its use of the Services (including technical data) and any Deliverables provided under the Agreement, and Client agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Client agrees that no data, information, product and/or materials resulting from performance of the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except that assignment of the Agreement in its entirety or in part is permissible to: (a) an affiliate; (b) a party's successor pursuant to a merger, reorganization, consolidation or sale, or (c) an entity that acquires all or substantially all of a party's assets. If an assignment is made by either party to a competitor, then the parties agree that the non-assigning party may terminate this Agreement with no less than thirty (30) days' written notice to the assignee and the assignor. The assigning party will provide reasonable assistance to the non-assigning party during the transition period.

13 No Partnership or Agency. The parties are independent contractors, and nothing in this Agreement nor any SOW is intended, or shall be deemed, to establish any partnership or joint venture between them, constitute any person as the agency of the other, nor authorize the other party to make or enter into any commitments for or on behalf of the other.

14 **Compliance with Laws**. Oracle will comply with all laws to the extent that such laws are expressly applicable to Oracle's provision of the Services under this Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the Services. Client will comply with all laws to the extent that such laws, by their terms, are applicable to Client's use and receipt of the Services (including Client Data) under this Agreement and impose obligations directly upon Client with respect to the Services.

15 **Miscellaneous**

15.1 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

15.2 If Client has a dispute with Oracle or if Client wishes to provide a notice under the Indemnification section of this Agreement, or if Client becomes subject to insolvency or other similar legal proceedings, Client will promptly send written notice to: Oracle Romania S.R.L., having its headquarters in Bucharest, District 2, 46D-46E-48 Pipera street, Oregon Park, Building A, ground floor, Section 1 and 2nd floor, Section B, Romania, Attention: Legal Department.. Neither party shall be liable for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of these events. If such event continues for more than 30 days, either party may cancel unperformed Service and affected SOWs upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client's obligation to pay for Services ordered or delivered.

15.3 Except for actions for non-payment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

15.4 This Agreement constitutes the complete understanding of the parties and supersedes all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations and understandings, whether written or oral, between the parties with regard to the subject matter of this Agreement. Client specifically acknowledges that it did not enter into this Agreement in reliance upon any agreement promise, representation or understanding made by or on behalf of Oracle that is not contained in this Agreement. This Agreement and Orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of Client and of Oracle.

15.5 The invalidity or unenforceability of any part of this Agreement shall not affect the other provisions of this Agreement.

15.6 The Agreement is governed by the laws of Romania and Client and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Bucharest, Romania in any dispute arising out of or relating to the Agreement.