



## MASTER SERVICES AGREEMENT

August 29, 2022

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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 general 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. Legal. See [here](#).
- b. inCytes™ License Agreement. See [here](#).
- c. Privacy Policy. See [here](#).
- d. Products and Services Charges and Payment Policies. See [here](#).

## **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 an 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.

## 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

### 6.1. Aggregated Data

Aggregated Data generated through any Circle funded hereunder shall be owned by the Company, the Client and any other Person as agreed by and among all of them in a separate writing ("Aggregated Data Ownership Agreement"), *provided that*:

- a. The Company shall retain an ownership interest in all such Aggregated Data unless and to the extent it expressly agrees in writing to the contrary.
- b. In the absence of an Aggregated Data Ownership Agreement providing to the contrary, no Aggregated Data shall be licensed, sold or otherwise monetized by the Company, the Client or any Investigator.
- c. Notwithstanding anything in this Agreement to the contrary, any of the Client and the Company may utilize Aggregated Data for any non-profit purpose.

### 6.2. Company Not Responsible for Third Party Claims

The Company shall not be responsible for any conflicts arising between the Client and any Investigator or other Person regarding ownership of or rights to data (whether Personal Data or other). Client indemnifies the Company with respect to any costs or expenses, including legal fees, incurred by the Company as a result of any claims brought against the Company by such Investigator or other third party based on such alleged rights to such data, unless and only to the extent such claims relate to breaches by the Company of its obligations hereunder.

## 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](mailto:ntierney@rgnmed.com).

For the Client: \_\_\_\_\_.

## **9. MISCELLANEOUS**

### **9.1. Final Agreement**

This Agreement shall be the final agreement between the Parties concerning its subject matter, shall supersede any other writings or understandings, and 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 Agreement 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.

Date:

Accepted and Agreed

On behalf of the Company

On behalf of the Client

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title: