PURCHASE ORDER TERMS AGREEMENT

These purchase order terms and the purchase order (the "**Order**"), together with any and all attachments and appendices incorporated therein, issued by the Amgen entity ("**Company**") to the seller ("**Counterparty**") as identified on the Order (collectively, the "**Agreement**") govern the purchase of the Goods and/or Services (each herein defined) described in such Order. As used herein, the term "**Party**" shall mean either Company or Counterparty, as the context requires, and the term "**Parties**" shall mean both Company and Counterparty. This Agreement sets forth the entire understanding between the Parties with respect to the Services; provided however, if the Parties are parties to another written agreement governing the purchase of the Services ("**Existing Agreement**"), the terms of such Existing Agreement shall prevail to the extent this Agreement conflicts with such Existing Agreement. Counterparty's execution or commencement of performance hereunder constitutes Counterparty's acceptance of this Agreement. Except as otherwise set forth herein (including without limitation with respect to an Existing Agreement), this Agreement (i) supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the provision of Services and (ii) shall prevail over any additional, inconsistent or conflicting terms of any purchase order, quotation, acknowledgment, confirmation or other document issued by Counterparty pertaining to the Services and any such terms shall be void and of no force or effect. Neither this Agreement, nor any amendment, modification, substitution nor supplement thereto is binding on Company unless and until signed by a duly authorized representative of Company. Any actions taken or not taken by Counterparty in anticipation of execution of this Agreement are taken at Counterparty's sole risk and expense. Unless expressly specified otherwise, Company is not obligated to purchase any amount of Services from Counterparty and is not obligated to purchase Services exclusively from Counterparty. The article and section headings contained in this Agreement are for reference purposes only and have no effect on the interpretation of this Agreement or its application.

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. The following defined terms are used in this Agreement and shall have the meanings set forth below. Any terms defined elsewhere in this Agreement shall be given equal weight and importance as though set forth in this Section.

"**Affiliate**" shall mean any firm, corporation or other entity, however organized, that, directly or indirectly, controls, is controlled by or is under common control with an entity. For purposes of this definition, "**control**" shall be defined as ownership of a majority of the voting power or other equity interests of the entity under consideration.

"**Applicable Laws**" shall mean any country, federal, state, provincial, commonwealth, cantonal or local government law, statute, rule, requirement, code, regulation, permit, ordinance, authorization, order, judgment or similar governmental requirement, including any interpretation or guidance documents relating to any of the foregoing issued by a relevant governmental authority, in each case to the full extent applicable to Counterparty, this Agreement or any Good or Service to be provided hereunder. Applicable Laws includes without limitation Anti-Corruption Laws and Export Control Laws.

"**Company Materials**" shall mean all tangible material, or its intangible equivalent in unwritten or oral form, created directly or indirectly in performance of the Services, Counterparty's obligations hereunder or through use of Company Confidential Information, including without limitation all patent, copyright, trademark, trade secret and other proprietary rights therein. Company Materials may include without limitation any or all of the following, whether finished or unfinished: drafts, documents, writings, communications, plans, protocols, data, results, estimates, calculations, test results, specimens, schematics, drawings, tracings, studies, specifications, surveys, photographs, software (including without limitation the firmware, object code, source code and media, in machine readable and printed form, and any improvement, addition, modification or new version thereof), programs, reports, orders, maps, models, (including without limitation any artificial intelligence, natural language processing, deep learning, or machine learning algorithms, models, software, tools, technologies, or systems, and the inputs into or outputs therefrom), agreements and all derivative works thereof, ideas, concepts, discoveries, inventions,

patents, know-how, negative know-how and improvements. Company Materials shall not include Counterparty Materials.

"**Company Requirements**" shall mean without limitation (i) any of Company's safety, security and compliance rules, programs and policies as applicable to Counterparty or Counterparty's performance hereunder made available to Counterparty, including Company's Records Retention Schedule which is available at https://www.amgensuppliers.amgen.com/~/media/Themes/Amgen/amgensuppliers-amgen-com/amgensuppliers-amgen-com/documents/rrs/amgens-record-retention-schedule and, unless otherwise agreed in writing by Company, Company's publications policies, a high level description of which is available at www.amgen.com/about/how-we-operate/policies-practices-and-disclosures/ethical-research/amgen-guidelines-for-publications/; (ii) Company's Code of Conduct (available at www.amgen.com/about/how-we-operate/business-ethics-and-compliance/staff-code-of-conduct/); (iii) Company's Supplier Code of Conduct (available at www.amgen.com/partners/suppliers/supplier-resources/supplier-code-of-conduct/); (iv) Company's Adverse Event and Product Complaint Reporting requirements (available at https://www.amgen.com/products/global-patient-safety/adverse-event-reporting) and (v) those policies, codes, rules, standards, procedures and other governance documents of Company made available to Counterparty that are applicable to persons or entities conducting business with or for Company that set forth standards of conduct, including when engaging in interactions with certain representatives of governmental authorities or other third parties, each as may be revised by Company from time to time in its sole discretion.

"**Company System**" shall mean any computer system, network, telecommunication system, database, or other information technology environment owned, controlled, operated or maintained by Company or any Company Representative, including electronic mail, voicemail, networks, internet and intranet portals and the Company web.

"**Compensation**" shall mean all consideration that, pursuant to this Agreement, may be received by Counterparty for performance of its obligations hereunder which may include Reimbursable Expenses.

"**Counterparty Materials**" shall mean proprietary methodologies, tools, models, software, procedures, documentation, know-how and processes owned or licensed by Counterparty independent of this Agreement which (i) are utilized by Counterparty in performing its obligation under this Agreement, (ii) have been clearly identified to Company in writing as proprietary to Counterparty and not to be property of Company, and (iii) were not designed or otherwise created for Company or based on, or derived from, any Company Confidential Information.

"**Deliverable**" shall mean all tangible and intangible property provided or to be provided by Counterparty or Counterparty's Representatives in performance of its obligations hereunder, whether explicitly required by Company or reasonably inferable from the nature of such obligations.

"**Effective Date**" shall mean the date set forth on the Order as the date the Services are to commence and, if no such date is specified, then the date that Company issued the Order to Counterparty.

"**Goods**" shall mean tangible personal property to be supplied by Counterparty or Counterparty's Representatives hereunder, including any packaging, shipping material, items or services necessary for, but incidental to, supply of such property. All Goods are Deliverables hereunder.

"**Reimbursable Expenses**" shall mean those actual and necessary out-of-pocket costs, all without any increase or mark-up, that (i) are approved of or agreed to by Company and that Company is obligated to pay Counterparty in accordance with the terms of this Agreement; (ii) are substantiated by documentation in form and detail sufficient to meet the requirements of the taxing authorities for corporate tax purposes; and (iii) Counterparty reasonably and properly incurs in performing its obligations hereunder; provided, however, such costs shall (a) with respect to travel, only include travel (1) that is more than 80 miles one-way from Counterparty's office closest to where Counterparty's obligations are to be performed, (2) by reasonable modes via least costly routes and economy classes of transportation, and (3) includes

reasonable costs for meals and lodging incurred for travel directly in connection with Counterparty's performance hereunder; and (b) not include travel time.

"**Representatives**" shall mean, with respect to a Party, such Party's Affiliates and such Party's and its Affiliates' respective directors, officers, employees, agents and any other persons or entities (excluding the other Party or its Affiliates) who contribute to the performance of such Party's obligations under this Agreement. For purposes of this Agreement, Counterparty's Representatives shall include any and all Subcontractors and such Subcontractors' directors, officers, employees and agents and Company's Representatives shall include its or its Affiliates' collaborators and licensees.

"**Services**" shall mean all necessary or required services, tasks, functions and other responsibilities and activities as set forth in, or reasonably inferable from, this Agreement or any Order issued hereunder to be governed by this Agreement, including the provision of Deliverables.

"**Specifications**" shall mean that portion of Company's overall objectives, of which Counterparty's performance hereunder is a part, consisting of the written requirements for Goods, Services, materials, equipment, systems, standards or workmanship, wherever located and whenever issued, for such overall objectives.

"**Subcontractor**" shall mean any person or entity that has been retained to perform all or a portion of Counterparty's obligations hereunder.

1.2 Interpretation. Except where the context expressly requires otherwise, (i) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (ii) the word "will" shall be construed to have the same meaning and effect as the word "shall", (iii) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or", (iv) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (v) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (vi) provisions that require that a Party or the Parties "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and, unless expressly provided otherwise, in writing, whether by agreement, letter, otherwise (but excluding e-mail and instant messaging).

2. SHIPMENT, DELIVERY AND INSPECTION

2.1 Shipping Terms. Unless otherwise specified, Counterparty must ship all Goods FOB destination and include a packing slip, including the applicable Order number, on the outside of the container of each package shipped. If this Agreement is canceled in whole or in part because of Counterparty's default, Company may retain or return any Goods received under this Agreement and without limiting Company's other remedies, Counterparty must reimburse Company for (i) all costs of shipping or storing any returned Goods and (ii) any amount previously paid by Company for the returned Goods.

2.2 Inspection, Testing and Quality Control. Counterparty must have and maintain inspection and quality control systems appropriate for the supply of the Goods (including without limitation programs for documenting deviations, conducting investigations, and, with respect to Goods supplied hereunder, providing prompt notice to Company of deviations and investigations). All inspection records and other documents required by this Agreement or Applicable Laws must be kept intact and made available to Company upon reasonable request for a period of at least seven years after final delivery under this Agreement. If the Goods are raw materials, components or devices appropriate for use in manufacture of products intended for human use, Counterparty must notify Company prior to implementing changes to Subcontractors or changes to the manufacture of such Goods that are reasonably likely to affect the quality, safety, purity, identity or other critical attributes and allow Company to perform an assessment of Counterparty as necessary. Company may inspect or test the Goods at all reasonable times or places prior to final acceptance and Counterparty shall provide access to or, as appropriate, samples of Goods to

support such. Company's inspection or testing, or lack thereof, shall not relieve Counterparty of its obligation to furnish conforming Goods. Counterparty must make repairs or replacements arising from any test or inspection at its sole cost and expense within the lead-time for the Goods.

3. CHANGES, DELAYS OR SUSPENSIONS

3.1 Change Orders. Company may, at any time and from time to time, make changes to Counterparty's obligations under this Agreement, in each case as Company deems necessary ("**Change Order**"). Each Change Order shall be in writing and signed by Company. If Counterparty believes that the change is inequitable as to Compensation or schedule, Counterparty must submit within 10 days after receipt of a Change Order a written request to Company providing a detailed explanation of and reasons for any proposed adjustments to Compensation or schedule, accompanied by adequate supporting documentation. If Company does not receive such a request in accordance with this Article, Counterparty shall be deemed to have waived its right to make such request. Counterparty shall meet its obligations under this Agreement while such request is pending. Counterparty will not implement any change with respect to any Service or Good provided hereunder except pursuant to a Change Order executed by Company.

3.2 Delays and Suspensions. Company may delay or suspend all or any part of this Agreement by providing written notice to Counterparty. Counterparty's obligations to Company under this Agreement will remain in full force and effect despite the delay or suspension of this Agreement under this Section. If Company suspends this Agreement, Counterparty shall be entitled to compensation in accordance with the terms of this Agreement up to the date of suspension; provided, however, Company's liability to Counterparty shall in no case exceed the compensation payable to Counterparty pursuant to this Agreement, as appropriately adjusted and without duplication of payment.

4. COMPENSATION AND PAYMENT

4.1 Compensation. In full consideration of the Counterparty's proper performance of the Services, Counterparty will perform its obligations under this Agreement for the Compensation set forth herein which Compensation may be based on pricing and rates set forth in this Agreement.

4.2 Invoices. Unless otherwise agreed in writing by the Parties, Counterparty shall, once each calendar month, submit to Company for payment a written or electronic invoice (as specified by Company) for amounts due and payable by Company for performance undertaken or milestone(s) achievement by Counterparty during the prior calendar month ("**Invoice Month**"). Unless otherwise specified in writing by Company, Counterparty shall submit such invoice for payment to the following address, or such other address as Company may from time-to-time specify to Counterparty pursuant to this Agreement.

Email: accountspayablemailroom@amgen.com

or

Amgen
Attn: Accounts Payable
P.O. Box 667
Newbury Park, CA 91319-0667

Company may require that Counterparty submit, through Company's or its designee's systems, its invoices in electronic format and, if so required, submittal using other systems or methods may result in rejection by Company, at its sole discretion. Counterparty shall include in each invoice all information reasonably requested by Company. Failure of Counterparty to submit any invoice within 120 days' after the due date (as required by this Agreement or any other applicable due date agreed to in writing by the Parties) for any such invoice shall constitute a waiver and release by Counterparty of a claim for, and Company's obligation to pay, any Compensation that should have been set forth in such invoice had it been submitted pursuant

to the requirements of this Agreement or any other applicable requirements agreed to in writing by the Parties.

Company's preferred method of invoicing is through the Ariba Network. If Counterparty has not done so as of the Effective Date, then, within 30 days' after the Effective Date, Counterparty will email amgen-ariba-supplier-enablement@amgen.com to begin enrollment on the Ariba Network and, thereafter, will use commercially reasonable efforts to complete the enrollment process. Counterparty acknowledges that Company may, from time-to-time, change (including automate) one or more processes for requesting, sending notifications, acknowledging receipt, and submitting invoices hereunder and, as part of those changes, use the software, networks, or solutions or services of Company or third parties to process information related to this Agreement ("**Order Placement/Invoicing/Payment Processes**"). Upon Company's request made from time-to-time, Counterparty shall cooperate with Company and its designated representatives' reasonable requests with respect to Order Placement/Invoicing/Payment Processes (including without limitation requests to transmit and receive and download electronically certain information related to ordering and invoicing hereunder), and Counterparty will use reasonable efforts to accommodate and comply with such requests and the Order Placement/Invoicing/Payment Processes, including those that utilize third party solutions or networks (each a "**Supplier Network**"). Each Party shall, at its own expense, provide and maintain the equipment, software and services necessary to effectively and reliably transmit and receive documents following the Order Placement/Invoicing/Payment Processes and, if any, using Supplier Networks. Company and its Affiliates are permitted, at no additional payment to Counterparty, to access and retain copies of Counterparty's information included in any Supplier Network.

To the extent Order Placement/Invoicing/Payment Processes or Supplier Networks include or require the consent, and Counterparty so consents, to conduct transactions electronically, Counterparty agrees that any such transactions conducted electronically shall have the same validity and enforceability as if the transaction had been conducted in a paper-based document.

4.3 Disputed Invoices. If Company disputes any amount stated in an invoice, then Company will notify Counterparty in writing of the dispute and the basis therefor. Upon receipt of such notification, Counterparty shall submit a revised invoice stating only undisputed amounts. Upon resolution of disputed amounts, Counterparty shall submit an invoice pursuant to this Article for the amounts that the Parties mutually agree are no longer in dispute. Following receipt of an invoice stating only undisputed amounts ("**Correct Invoice**"), Company will pay Counterparty such amounts in accordance with this Article. Payment by Company does not constitute acceptance of Counterparty's performance hereunder or any admission of liability.

4.4 Offset. Company, without waiver or limitation of any other rights or remedies, shall be entitled to deduct any and all amounts owed by Counterparty to Company from any amounts due or owing by Company to Counterparty in connection with this Agreement.

4.5 Currency Management. The currency or currencies to be used for invoicing and payment of the Compensation under this Agreement shall be the currency or currencies as stated herein or in the applicable Supplemental Document (the "**Contracted Currency**"). If the performance of the Services by Counterparty will take place in more than one country and in which different currencies are used, Company may elect to have a different Contracted Currency for each such country, which may be (i) the local currency for such country, (ii) the United States Dollar, or (iii) the Euro. No currency reconciliations shall be applied to any Contracted Currency.

4.6 Timing of Payments. Unless agreed otherwise by the Parties in writing, Company shall initiate the process for paying Counterparty under this Agreement no later than ninety (90) days following Company's receipt of a Correct Invoice. Counterparty’s receipt of such payments may vary depending upon Company’s payment cycles, processing times and other factors. Company shall have no obligation to pay Counterparty any amounts stated on an invoice other than a Correct Invoice.

4.7 Taxes, Customs Fees and Import/Export Duties. The Compensation is inclusive of all applicable employment-related, consumer, use and other similar taxes (except Value Added Tax and sales tax), levies,

duties, fees, and assessments which are legally enacted on or before the Effective Date, whether or not then in effect. Counterparty, not Company, shall be responsible for any and all taxes on any and all income Counterparty receives from Company under this Agreement. Counterparty shall list as separate line items any Value Added Tax or sales tax amounts which Counterparty seeks to pass through to Company under this Agreement including without limitation amounts which Counterparty may be charged by its Representatives and in-turn seek to pass through to Company. Counterparty shall reasonably cooperate with Company in recovering any such Value Added Tax from the relevant tax authority(ies) and shall only pass through to Company any Value Added Tax for which, under applicable laws, codes, or regulations, Counterparty is not permitted to seek recovery from taxing authority(ies). Counterparty shall maintain a transparent VAT recovery and verification process and, upon Company's request made from time-to-time, will permit Company to review and comment on that process and Counterparty will consider in good faith all comments provided by Company.

4.8 Withholding Tax by Company. In the event that Company reasonably determines that applicable laws, codes, or regulations require Company or its Affiliates to pay or withhold taxes with respect to any Compensation, Company and, as applicable, its Affiliates are permitted to withhold such taxes from the Compensation and, upon Counterparty's request, will furnish Counterparty with proof of payment of such taxes. If Company or its Affiliates pay or withhold taxes with respect to any Compensation, upon Counterparty's reasonable request, Company will cooperate with Counterparty in Counterparty's efforts to claim an exemption of taxes, obtain a refund of taxes withheld, or obtain a credit with respect to such taxes paid. Regarding taxes withheld on account of U.S. applicable laws, codes, or regulations, in order for Counterparty to secure an exemption from, or a reduction in, any U.S. withholding taxes, Counterparty shall provide to Company a properly executed IRS Form W-9 (in the case of a domestic recipient) or a properly executed IRS Form W-8 (in the case of a foreign recipient), as the case may be, for each type of payment to be made pursuant to the Agreement for which an exemption from, or a reduction in any, withholding taxes is claimed. Counterparty will provide such completed form(s) to Company within 10 days after the Effective Date of the Agreement (and, in any event, prior to payment of any amount due under the Agreement). In the event that such form(s) expires, or the form(s) previously furnished to Company is either incorrect, or does not apply to the type of payment to be made, due to a change in circumstances or otherwise, Counterparty shall timely furnish a new form(s) to Company prior to the payment of any such amounts in order to secure an exemption from, or a reduction in, any withholding taxes with respect to such payments.

In the event that Company or any governmental authority retroactively determines that any payment made by Company to Counterparty pursuant to this Agreement should have been subject to withholding (or to additional withholding) taxes, and Company remits such withholding tax to the appropriate governmental authority, Company will have the right to offset such amount (including any interest and penalties that may be imposed thereon) against future payment obligations of Company to Counterparty or its Affiliates; provided however, that if no further payments or insufficient further payments are available against which offset may be pursued, Company may pursue reimbursement by any remedy (at law or in equity) available to it and Counterparty shall, upon demand from Company, promptly reimburse Company for any such amounts.

4.9 Tariffs.

4.9.1 Proposed Price Adjustment on Affected Goods. If, after the effective date of an applicable Order, any change in U.S. import tariffs ("**Tariff Change**") materially affects the cost of materials, items, or components used to provide Goods purchased by Company ("**Affected Goods**"), Counterparty shall promptly provide written notice of the Tariff Change and any proposed price adjustment ("**Tariff Notice**"). A Tariff Notice may only be submitted if the Tariff Change increases the total unit cost of the Affected Goods by more than four percent (4%). Counterparty shall not include in the proposed price adjustment any general overhead or costs, profit, profit margins, unrelated cost increases, or markups not directly traceable to the increased tariff burden.

(i) Content of Tariff Notice. The Tariff Notice must:

(a) itemize and detail the specific cost impacts attributable to the Tariff Change for each Affected Good, including a breakdown of the original cost, the increased cost, and the difference in cost resulting solely from the Tariff Change;

(b) include supporting documentation or references thereto substantiating the proposed price adjustment to address the Tariff Change;

(c) identify the Affected Goods and their specific Harmonized Tariff Schedule (HTS) code(s), as applicable, associated with the Tariff Change;

(d) include official evidence of the Tariff Change and its impact, such as copies of relevant government announcements or notices (e.g., U.S. Federal Register publications or U.S. Trade Representative press releases) announcing the Tariff Change, excerpts from the official HTS schedule showing the previous and new tariff rates for the HTS code(s) applicable to the Affected Goods, and any applicable customs rulings;

(e) demonstrate the applicability of the Tariff Change to the Affected Goods (including proof of the Affected Goods' country of origin and classification under the specified HTS code) and show the calculation of the increased duty or cost incurred by Counterparty; and

(f) include a detailed allocation of the cost structure of the Affected Good, identifying the specific percentage of cost attributable to the impacted component(s) and supporting the proportionality of the proposed adjustment. Specifically, any proposed price adjustment shall be limited strictly to the portion of the Affected Good's total cost directly impacted by the Tariff Change.

(ii) Company's Right to Audit; Requests for Additional Information. Without limiting Company's audit rights under the Agreement, Company may audit the documentation and calculations provided by Counterparty to verify compliance with this Article and Counterparty shall, upon Company's request, reasonably cooperate with Company in such audit, including without limitation, providing Company with any other additional information related to the Tariff Change and proposed Price Adjustment.

(iii) Company's Prior Review and Approval. "**Price Adjustment**" means any price adjustment to the price of Goods in the applicable Order, as proposed by Counterparty and agreed to by Company pursuant to the terms and conditions hereunder. No such Price Adjustment shall take effect unless and until it has been reviewed and expressly approved in writing by Company. Within thirty (30) days of Company's receipt and review of the Tariff Notice, Company shall notify Counterparty in writing of Company's approval or rejection, as the case may be, of the proposed Price Adjustment, such approval not to be unreasonably withheld. If the Company rejects the proposed Price Adjustment, the Parties agree to promptly engage in good faith negotiations to resolve the matter. Absent Company's prior written approval of the proposed Price Adjustment, Counterparty shall continue to supply the Affected Goods at the prices in effect prior to the Tariff Change. Any approved Price Adjustment shall be memorialized in writing, such as through an amendment to this Agreement or the relevant Order, as applicable, before it becomes effective. The approved Price Adjustment shall apply only to the Affected Goods and shall not apply to any other Goods, Services, general costs, profits, or profit margins under the Agreement.

(iv) Price Reductions for Tariff Decreases or Removal. If a Tariff Change that prompted a Price Adjustment under this clause is later reduced or eliminated, or if an official exemption, exclusion, or reclassification results in a lower effective tariff rate for the Affected Goods, Counterparty shall notify Company in writing within ten (10) business days of such reduction or removal of the tariff, and provide documentation of the change (e.g., official notice or HTS update showing the reduced or eliminated rate, and evidence of its applicability to the Affected Goods). Effective as of the date the tariff reduction or removal applies, the price of the Affected Goods shall be decreased commensurately to fully reflect the tariff decrease. The Parties shall memorialize the decrease in price in writing through an amendment to this Agreement or the relevant Order, as applicable.

4.9.2 Tariff Refund Cooperation. If Company, on its or its Affiliates' behalf as an importer of record or through Counterparty as the importer of record, seeks to pursue any refund, rebate, credit, or other recovery of U.S. import duties or tariffs paid in connection with Goods supplied under the Agreement or any Order issued thereunder ("**Tariff Refund**"), Counterparty shall, at no additional cost to Company, cooperate with Company in support of Company's efforts to obtain the Tariff Refund. Such cooperation includes, without limitation, (a) the timely provision to Company of all relevant documentation, data, certifications, and records relating to the classification, importation, or value of the Goods, (b) reasonable assistance preparing, submitting, and responding to any filings, submissions, audits in connection with the Tariff Refund and (c) responding promptly to Company's reasonable request for information relevant to the Tariff Refund or inquiries that support Company's the Tariff Refund request.

(v) If required by Applicable Laws, or if requested by Company, Counterparty shall submit the Tariff Refund request to the applicable U.S. governmental authority on Company's behalf, keep Company informed regarding the status of such request, and not take or omit any action that would reasonably be expected to adversely affect Company's ability to obtain the Tariff Refund. If Counterparty received any Tariff Refund relating to duties or tariffs previously included (directly or indirectly) in the price of the Goods purchased by Company, Counterparty shall promptly remit to Company the full amount of any Tariff Refund. The Parties shall make any corresponding price or invoice adjustments necessary to ensure that Company receives the full financial and economic benefit of the Tariff Refund.

(vi) Counterparty's obligations under this clause shall survive expiration or termination of the Agreement to the extent necessary to complete all Tariff Refund-related activities.

5. AUDITS

5.1 General. Upon reasonable request from Company made from time to time, Counterparty will cooperate with Company and its Representatives (whether in a virtual, remote, or in-person setting as indicated by Company) (i) in any Company-initiated investigations or Company-initiated inquiries related to the performance hereunder or subject matter related hereto (including without limitation research or evaluations), or general compliance-related inquiries for which Counterparty or its Representatives may have relevant information and (ii) to verify Counterparty's and its Representatives' compliance with Counterparty's obligations, representations and warranties set forth in this Agreement (including without limitation compliance with Applicable Laws and, if defined hereunder, Company Requirements) and to investigate concerns raised regarding performance. Without limiting the foregoing, this cooperation may include interviews with one or more of Counterparty's Representatives and providing documents related to performance.

5.2 Records Retention and Access. Counterparty shall maintain complete and correct Records relating to the performance of its material obligations hereunder. "**Records**" means any form of recorded information (whether paper, electronic or other media) made or received evidencing performance of or compliance with (or nonperformance or noncompliance, as the case may be) the Agreement, Supplemental Documents, or Services including without limitation recorded information in files, notes, books, accounts, invoices, payments, laboratory notebooks, emails, text or instant messages, voice messages, records related to standard operating procedures, system validation, time expended, tests performed, and materials procured by Counterparty in performing Services. Except to the extent expressly provided otherwise in this Agreement (including in any agreement supporting the performance or receipt of the Services (e.g., a quality agreement or safety requirements)), any Supplemental Document (including without limitation any Orders issued under this Agreement), Company Requirements, or Applicable Laws, Counterparty shall maintain Records for a period of no less than 7 years after the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, Counterparty shall, at Company's direction, return, destroy or permanently delete any and all Records that are or are otherwise comprised of Company's Confidential Information as provided in the Article entitled Confidentiality and Security of this Agreement. Counterparty shall make available to Company and Company's Representatives at reasonable times and by reasonable methods (e.g., virtually, remotely, or in-person) Records for copy, review, audit and other business purposes and, as applicable, places during this period. Company shall, and shall require its Representatives to, maintain as confidential any Counterparty Confidential Information contained in Records consistent with

Company's confidentiality obligations in this Agreement. If, as a result of any review or audit undertaken by or on behalf of Company, Company determines that Counterparty has overcharged Company under this Agreement, then Company may notify Counterparty of the amount of such overcharge and Counterparty shall (in addition to any and all other remedies that may be available to Company) promptly pay to Company the amount of the overcharge. If any such review or audit reveals an overcharge to Company of 5% or more in the aggregate under this Agreement and Supplemental Documents, Counterparty shall (in addition to any and all other remedies that may be available to Company) reimburse Company for the cost of such inspection or audit.

5.3 Performance and Facilities Audits. Company and its Representatives shall have the right during normal business hours and after reasonable advanced notice to conduct reasonable audits (including without limitation, virtual or remote audits, at Company's sole discretion) of the activities of Counterparty related to the Services and Counterparty's performance thereof. Company shall and shall require its Representatives to maintain as confidential any Counterparty Confidential Information disclosed to Company or otherwise obtained by Company during such audits consistent with Company's confidentiality obligations in this Agreement. At no additional cost to Company, Counterparty shall cooperate with any audit conducted hereunder and make available to Company or its Representatives for examination and duplication all documentation, data and information relating to the Services provided hereunder. Counterparty shall permit Company and its Representatives to inspect (whether virtually, remotely or in-person, at Company's sole discretion) (i) the facilities where any Services are or will be performed, (ii) any equipment used or involved in the conduct of the Services, (iii) any Records and source documents, and (iv) other relevant information necessary to determine whether the Services are being conducted in conformance with this Agreement and Applicable Laws.

5.4 Access and Storage Requirements for Company-Related Files. Without limiting Counterparty's obligations set forth elsewhere in the Agreement, Counterparty shall comply with the following terms and conditions related to access to and storage of all Company-Related Files (as such term is defined herein) if Counterparty accesses or stores Company-Related Files as part of Counterparty's obligations under this Agreement.

5.4.1 Company-Approved Environment. Except as expressly set forth otherwise below, Counterparty shall access and maintain all Company-Related Files through and within a Company-approved system or work environment, or a Company-approved official project site ("**Company-Approved Environment**"). Subject to Company's prior written approval, Counterparty may, based upon a showing of compelling need, download or otherwise make available Company-Related Files essential to performance of the Services to or on Counterparty's system, provided, however, that Counterparty shall (i) maintain and utilize such Company-Related Files only on or within a Company-Approved Environment on Counterparty's systems and (ii) notwithstanding anything herein to the contrary, return to Company, destroy or permanently delete, at Company's direction, any and all Company-Related Files that are or are otherwise comprised of Company's Confidential Information as provided in Article 9 (Confidentiality and Security) of this Agreement.

5.4.2 Company-Related Files. The term "**Company-Related Files**" shall mean Data Extracts, Company Documents and Counterparty Project Documents, as such terms are defined below. For the avoidance of doubt, Company-Related Files include Company Materials and are deemed Company's Confidential Information.

(i) Data Extracts. The term "**Data Extracts**" shall mean any compilation or collection of Company's Confidential Information, in any form, that is derived or procured from Company sources, including but not limited to sales and goals extracts, marketing data, log files from a Company system, sample data related to the provision of Services identified in an Order, Company employee or contract worker data, or patient data and information. Notwithstanding anything herein to the contrary, Counterparty shall access and maintain Data Extracts through and within a Company-Approved Environment only on Company-managed systems. Without limiting Counterparty's obligations under this Agreement (including without limitation Counterparty's obligations with respect to Personal Information, if applicable, and Company's Confidential Information), Counterparty shall, throughout the period that Counterparty stores or accesses Data Extracts, only implement those processes regarding access, storage and destruction of

such Data Extracts that are documented and have been agreed to by Company's and Counterparty's respective data privacy and security teams.

(ii) Company Documents. The term "**Company Documents**" shall mean, collectively, all documents, information, and materials of any kind created by or on behalf of Company, including but not limited to system documents, marketing documents, and code base, that are provided or otherwise made available to Counterparty by or on behalf of Company in connection with Counterparty's performance of the Services and its obligations hereunder. Notwithstanding anything herein to the contrary, Counterparty shall access and maintain Company Documents through and within a Company-Approved Environment only on Company-managed systems.

(iii) Counterparty Project Documents. The term "**Counterparty Project Documents**" shall mean all documents, information, and materials of any kind created by Counterparty or Counterparty Representatives for Company in connection with the performance of the Services, including but not limited to Deliverables such as readouts, excel analyses, project plans, kick-off decks, and interim versions or drafts of any of the above. For the avoidance of doubt, Data Extracts incorporated into or otherwise used to create Counterparty Project Documents shall not be deemed Counterparty Project Documents.

(iv) Counterparty Documents. Counterparty shall maintain all documents, information, and materials of any kind created by Counterparty for internal use in connection with Counterparty's performance of the Services identified in an Order ("**Counterparty Documents**") on Counterparty's system. Counterparty Documents include but are not limited to Counterparty RFP responses, Counterparty's internal planning and pricing, and Counterparty's industry trends and benchmarking reports. For clarity, Counterparty Documents excludes any Company Confidential Information, including without limitation any documents, information, or materials of any kind that contain or make reference to Company's Confidential Information.

5.4.3 Reporting. Upon Company's written request, Counterparty shall promptly submit a report to Company documenting Counterparty's compliance with the obligations of this Section, including but not limited to those obligations relating to data access, data maintenance and controls, data deletion, and restricted document retention. The report shall also include information regarding trainings, including onboarding and refresher trainings, provided to Counterparty Representatives related to the obligations described in this Section.

6. SUBCONTRACTORS AND REPRESENTATIVES

6.1 Responsibility for Representatives. Counterparty shall properly direct and control Counterparty's Representatives (including without limitation inspecting Subcontractors' performance for defects and deficiencies). Counterparty shall be responsible for (i) all conduct, actions and omissions of Counterparty's Representatives, including Counterparty's Affiliates and their respective Representatives, (ii) compliance by each of Counterparty's Representatives, including Counterparty's Affiliates and their respective Representatives with the requirements of this Agreement to at least the extent that Counterparty would be responsible if it were performing directly, and (iii) management and coordination of the performance of all Counterparty's Representatives, including Counterparty's Affiliates and their respective Representatives. Any breach of the terms or conditions of this Agreement by any Counterparty Representative, including Counterparty's Affiliate or their respective Representatives shall be deemed a direct breach by Counterparty of such terms or conditions.

6.2 Use of Subcontractors. Except to the extent approved in writing in advance by Company or to the extent expressly provided otherwise in the Order, Counterparty shall not have the right to subcontract all or any portion of Counterparty's performance obligations under this Agreement. Any performance by a Subcontractor in connection with this Agreement shall be pursuant to an appropriate written agreement between Counterparty and such Subcontractor containing obligations consistent with the requirements of this Agreement. Any such subcontract agreement, together with such other relevant information as reasonably requested by Company, shall be submitted to Company upon Company's request.

6.3 Notice of Subcontractor Breach. Counterparty shall provide Company with prompt written notice of all actual or potential disputes with Subcontractors, including, without limitation, breaches, defaults, insolvencies, defects in Subcontractor's Goods or Services, and work stoppages.

6.4 Labor. Counterparty shall be responsible for any labor interruptions (including without limitation labor interruptions due to picketing, hand-billing, boycotts or strikes) arising out of or related to its or its Representatives' acts or omissions.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall begin on the Effective Date and terminate pursuant to its terms.

7.2 Company's Right to Terminate. Company shall have the right to terminate for convenience in whole or in part this Agreement and any order, purchase order, statement of work, scope of work, or other document that is to be governed by this Agreement that includes performance and payment terms (each a "**Supplemental Document**" (for clarity, if "**Order**" is defined in this Agreement, Supplemental Document includes Orders)) upon no less than 30 days' prior written notice to Counterparty; such notice shall specify the date and extent of termination. Without limiting Company's other rights or remedies, Company shall have the right to terminate in whole or in part this Agreement and any Supplemental Document immediately (i) upon written notice to Counterparty for failure of Counterparty to materially comply with the terms and conditions of this Agreement or Supplemental Document or (ii) as otherwise provided in this Agreement or the applicable Supplemental Document. In the event of any termination for cause by Company, Company reserves all of Company's rights and remedies available at law or equity.

7.3 Counterparty's Right to Terminate. Counterparty shall have the right to suspend performance of Services under this Agreement in the event Company fails to pay a Correct Invoice within 60 days after receipt of notice of such failure from Counterparty ("**Payment Default Notification**"). Counterparty shall have the right to terminate the Order that is the subject of a Payment Default Notification in the event Company fails to cure such payment default within 60 days after receipt of the Payment Default Notification.

7.4 Obligations Upon Termination. Within 30 calendar days after the effective date of a termination hereunder, Counterparty shall submit to Company a final invoice identifying any amounts Company may owe with respect to Counterparty's performance thereunder which performance was properly performed prior to the effective date of termination, and Company shall pay amounts that are due and owing subject to the terms of this Agreement. With respect to the termination, unless directed otherwise by Company, Counterparty shall (i) preserve, as applicable, and turn over to Company all Company materials, results, and deliverables (including Company Materials, Results, and Deliverables, if defined hereunder), whether in finished or work in progress form, in the possession or control of Counterparty or any of its Representatives, (ii) cooperate with Company in the orderly wind-down of activities, (iii) cooperate with Company or its designee(s) in the orderly transfer of activities and Company materials related to the terminated Services to Company or its designee(s), and (iv) cease incurring costs and shall take all reasonable actions to mitigate damages and costs incurred by reason of such termination. If applicable, upon expiration or earlier termination of this Agreement or a Supplemental Document, Counterparty will promptly reimburse to Company any portion of amounts paid by or on behalf of Company to Counterparty under this Agreement or Supplemental Document that, at the time of expiration or termination thereof, were unearned, not expended, or not otherwise irrevocably obligated to a third party.

8. PROPRIETARY RIGHTS

8.1 Ownership of Company Materials. Counterparty shall, and shall cause its Representatives to, promptly and fully disclose to Company all Company Materials. All Company Materials shall be the sole and exclusive property of Company whether the Services to be performed are completed or not. Counterparty agrees to and hereby does assign, and shall cause its Representatives to assign, to Company or Company's designee all right, title and interest in all Company Materials, including without limitation a work specially commissioned by Company, which is or is not protectable by copyright under Section 101 of the Copyright Act of 1976 (Title 17, United States Code). Counterparty shall ensure that, at no cost to

Company, all of Counterparty's Representatives that contribute to any Company Materials have agreed in advance in writing that all right, title and interest in such contributions is assigned to Company or Counterparty, and that Counterparty's Representatives waive any droit moral or similar rights to object to modifications, adjustments or additions to their contributions.

8.2 Use of Company Materials. Company, its Affiliates and their respective Representatives may use Company Materials, in whole, in part or in modified form, for any purpose without restriction and without further compensation to Counterparty. Counterparty or Counterparty's Representatives shall not use Company Materials for any purposes other than as expressly set forth herein and to fulfill Counterparty's obligations hereunder.

8.3 Transfer of Company Materials. Counterparty shall make all necessary disclosures, execute, acknowledge and deliver all instruments and perform all acts necessary or desired by Company to effectuate the provisions regarding proprietary rights set forth herein.

8.4 Right to Use Deliverables. Unless otherwise agreed to in writing by Company, in the event and to the extent Counterparty Materials are, or Counterparty or its Representatives cause any intellectual property of a third party to be, incorporated into or required for the use of the Deliverables ("**Incorporated Materials**"), Counterparty agrees to grant, and hereby grants, to Company a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, transferrable, sublicensable (through multiple tiers), non-exclusive license under such Incorporated Materials to use, reproduce, display, perform, distribute, prepare derivative works of, and otherwise exploit all Deliverables.

8.5 No Implied Rights. Except as expressly set forth in this Agreement, Company shall not be deemed to have granted Counterparty or any Counterparty Representative (by implication, estoppel or otherwise) any right, title, license or other interest in or with respect to any Company Materials and Counterparty shall not be deemed to have granted Company (by implication, estoppel or otherwise) any right, title, license or other interest in or with respect to any Counterparty Materials.

9. CONFIDENTIALITY AND SECURITY

9.1 Confidentiality and Non-Use. Company or its Representatives may disclose to Counterparty or its Representatives, orally or in writing, or Counterparty or its Representatives may otherwise obtain, through observation or otherwise, Confidential Information. Counterparty must, and must cause its Representatives to: (i) maintain the confidentiality of and prevent the unauthorized disclosure of Confidential Information except as expressly permitted hereunder; (ii) protect all Confidential Information from disclosure through the use, maintenance, compliance with and enforcement of commercially reasonable technological, physical, and administrative controls; (iii) restrict the use of Confidential Information to the intended purpose of this Agreement; and only disclose Confidential Information to Counterparty's Representatives to the extent necessary or required for performance of obligations hereunder, provided that, prior to such disclosure, Counterparty or Counterparty's Representative (as the case may be) has clearly and completely conveyed the requirements of this Section to Counterparty's Representatives and ensured such requirements are understood and followed. If requested by Company, Counterparty shall secure written commitments from Counterparty's Representatives evidencing their agreement to comply with the confidentiality requirements of this Agreement.

9.2 Confidential Information. "**Confidential Information**" shall mean any and all information and materials of or regarding Company or its Affiliates or their respective licensees or collaborators disclosed by or on behalf of Company or its Affiliates or any of their respective Representatives, licensees or collaborators to Counterparty or any of Counterparty's Representatives, including without limitation trade secrets, existing and future products, designs, business plans, business opportunities, finances, research, development, know-how, any Company requirements (including Company Requirements (if defined hereunder)), research project and deliverables resulting from or in connection therewith (including Research Project and Deliverables (if such terms are defined hereunder)), materials owned or controlled by Company or its Affiliates (including Company Materials (if defined hereunder) and other business, operational or technical information, as well as Company's proprietary processes, techniques, practices,

and strategies. As between Counterparty and Company, Company is the sole and exclusive owner of Confidential Information. To the extent third parties disclose to Counterparty or its Representatives any Confidential Information in furtherance of this Agreement or any Supplemental Document, the obligations set forth in this Article (Confidentiality and Security) shall apply to the same extent as if Company had disclosed such Confidential Information directly to Counterparty or its Representatives. For purposes of this definition of Confidential Information, Deliverables does not include Counterparty Materials (if defined hereunder).

9.3 Exceptions. The obligations set forth in this Section shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of Counterparty or its Representatives or (ii) Counterparty or its Representatives possessed prior to the Effective Date without being subject to an obligation to keep such Confidential Information confidential. In the event Counterparty becomes legally compelled to disclose any Confidential Information, except to the extent prohibited by law, it shall promptly provide Company with notice thereof prior to any disclosure, shall use its best efforts to minimize the disclosure of any such Confidential Information, and shall cooperate with the Company should Company seek to obtain a protective order or other appropriate remedy.

9.4 Return or Destruction of Confidential Information. Counterparty must return to Company or if instructed by Company, destroy all Confidential Information that was received in, or reduced to by Counterparty or is Representatives, tangible form, including without limitation all copies, translations, interpretations, derivative works and adaptations thereof, promptly upon request by Company.

9.5 Rights. The disclosure of Company's Confidential Information to Counterparty shall not result in any obligation by Company to grant Counterparty any rights in or to such Confidential Information.

9.6 Information Security. Counterparty and its Representatives will comply with the requirements of the Information Security Requirements Schedule which is available at https://www.amgensuppliers.amgen.com/-/media/Themes/Amgen/amgensuppliers-amgen-com/amgensuppliers-amgen-com/documents/supplier-information/ISRS-FORM (the "**ISRS**"), and which is incorporated herein by reference. In the event that Company and Counterparty negotiate and execute a separate standalone agreement addressing information security requirements ("**ISR Agreement**"), then with regards to this Agreement the terms and conditions of such ISR Agreement shall supersede and replace the requirements of the ISRS.

10. COMPLIANCE WITH APPLICABLE LAWS AND ACCEPTED PRACTICE

10.1 Compliance with Applicable Laws and Company Requirements. Counterparty represents and warrants that it shall perform and shall cause Counterparty Representatives to perform its obligations under this Agreement in compliance with all Applicable Laws and Company Requirements.

10.2 Accepted Practice. Counterparty shall perform and shall cause Counterparty Representatives to perform its obligations in a professional, ethical and competent manner, using the degree of skill, diligence, prudence, timeliness, and foresight which would reasonably and ordinarily be expected from skilled and experienced professionals engaged in the provision of, and activities comprising, the Services ("**Accepted Practice**").

10.3 Export Control. With respect to all transactions pertaining to this Agreement, Counterparty shall, and shall cause its Representatives to, comply with all applicable export control laws and regulations, including U.S. Export Administration Regulations (collectively, "**Export Control Laws**").

10.4 Employment Law. Without limiting the generality of Counterparty's representation and warranty regarding performance in compliance with all Applicable Laws (including without limitation anti-discrimination laws and wage and hour laws) and Company Requirements for any performance required under this Agreement being performed in the United States of America and/or its territories, Counterparty

shall be responsible for recruiting, interviewing, selecting, screening and, as the case may be, engaging or hiring all of its Representatives. Counterparty agrees that this Agreement shall be performed in compliance with the following, if applicable to Counterparty: the employee notice and related obligations found at 29 C.F.R. Part 471, Appendix A to Subpart A, Title VII of the Civil Rights Act of 1964; sections (1) and (3) of Executive Order No. 11625 relating to the promotion of Minority Business Enterprises; Americans with Disabilities Act; Age Discrimination in Employment Act; Fair Labor Standards Act; Family Medical Leave Act, all Applicable Laws relating to income tax withholding, employment taxes, employee benefits (including without limitation the Patient Protection and Affordable Care Act (including the Health Care and Education Reconciliation Act of 2010), employer contributions, discrimination, harassment, retaliation, termination, and payment of overtime or wages, and all corresponding implementing rules and regulations, all of which, including without limitation the contract clauses required and regulations promulgated thereunder, are incorporated herein by reference. Counterparty shall hire, train, promote, compensate, transfer and administer all employment practices and terms and conditions of employment in compliance with Applicable Law and without discrimination on the basis of race, religion, color, sex (including pregnancy, childbirth, or related medical conditions), sexual orientation, gender identity, age, national origin, physical or mental disability, genetic information or covered veteran status. Counterparty acknowledges that its Representatives are not employees of Company, that it is responsible for providing any payments, wages or other benefits to its Representatives who provide Services under this Agreement, that Counterparty will make all appropriate tax, social security, Medicare and other withholding deductions and payments, will provide and maintain valid worker's compensation insurance coverage in accordance with Applicable Law, will make all appropriate unemployment tax payments and, with respect to Counterparty's employees, will take any additional actions legally required to establish that the they are Counterparty employees. Counterparty and Company are not joint employers for any purpose under this Agreement.

In addition, but also only if applicable, Counterparty shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran and/or disability status. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

10.5 Government Contracts Flowdown Language.

10.5.1 General Compliance and Flowdown Obligations. Counterparty agrees to comply with all statutory, regulatory, and contractual requirements to the extent applicable to Counterparty pursuant to Company's status as a prime contractor with the Federal Government. In furtherance thereof, (a) Counterparty will provide all required written certifications, representations, and disclosures and (b) Counterparty represents and warrants that it will comply with applicable provisions of Federal law, as the same may be amended and/or updated from time to time by the Federal Government, which are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein, including but not limited to, the following:

(i) FAR [48 C.F.R.] 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Jun 2020);
(ii) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021);
(iii) FAR 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023);
(iv) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017);
(v) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021);
(vi) FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Dec 2023);
(vii) FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021);
(viii) FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023);
(ix) FAR 52.219-8, Utilization of Small Business Concerns (Jan 2025) (incorporating 15 U.S.C. § 637(d)(2) and (3));

(x) FAR 52.222-35, Equal Opportunity for Veterans (Jun 2020) (incorporating 38 U.S.C. § 4212 and 41 C.F.R. §60-300.5(a));
(xi) FAR 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (incorporating 29 U.S.C. § 793 and 41 C.F.R. §60-741.5(a));
(xii) FAR 52.222-37 Employment Reports on Veterans (Jun 2020);
(xiii) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (incorporating E.O. 13496);
(xiv) FAR 52.222-50, Combating Trafficking in Persons (Oct 2025) (incorporating 22 U.S.C. 7104(g));
(xv) FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors;
(xvi) FAR 52.224-3 Privacy Training (Jan 2017);
(xvii) FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023);
(xviii) HHSAR 352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015); and
(xix) HHSAR, 352.223-70, Safety and Health (Dec 2015).

10.5.2 Debarment and Suspension Representation. Counterparty further represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency.

10.5.3 **Equal Opportunity Compliance. In addition, but also only if applicable, Counterparty shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran and/or disability status. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.**

EEO Notification
Counterparty can access this Contractor's EEO Policy at
http://wwwext.amgen.com/about/equal_employment_opportunity.html

10.5.4 Regulatory Inspection and Audit Rights (FDA Compliance). To the extent that Company is required by contract with an agency of the U.S. Government, Counterparty will permit Company and the agency of the U.S. Government to evaluate, with respect to the Services, Counterparty's compliance with the United States Food and Drug Administration ("**FDA**") regulations and guidance, including those required to meet GLP, GMP or GCP standards.

10.5.5 Anti-Terrorism Compliance. Counterparty acknowledges that U.S. Executive Orders and Laws, including but not limited to Executive Order 13224 (as amended) and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Counterparty to ensure compliance with these Executive Orders and Laws.

10.5.6 Clinical Laboratory Regulatory Compliance (CLIA). To the extent that the Services include laboratory services subject to Section 353 of the Public Health Service Act (Clinical Laboratory Improvement Act as amended), Counterparty shall comply with all applicable requirements of Section 353 of the Public Health Service Act (Clinical Laboratory Improvement Act as amended).

10.5.7 Supplemental Obligations Supporting Compliance with FAR 52.222-90. To the extent that FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors, as incorporated into this Agreement under Section 10.6.1, applies to Counterparty, and without limiting Counterparty's obligations under that clause, Counterparty shall comply with the following additional requirements to support Company's compliance with FAR 52.222-90:

(i) Internal Reporting. Counterparty shall promptly, but no later than five (5) business days after such conduct becomes known or reasonably knowable to Counterparty, report to Company any conduct by Counterparty or its Representatives that may violate FAR 52.222-90.

(ii) Subcontractor Flowdown and Monitoring. Counterparty shall (i) include the substance of FAR 52.222-90, including paragraph (c) of that clause, in its subcontracts at any tier to the extent required by FAR 52.222-90; and (ii) monitor such Subcontractors' compliance with FAR 52.222-90.

(iii) Remediation and Cooperation.

(a) Counterparty shall communicate to Company its remediation plans to correct and prevent recurrence of any conduct described in subsection 10.6.7.1 (Internal Reporting), including timelines for completion, and provide Company with a reasonable opportunity to review and comment on such plans.

(b) Counterparty shall, at Company's request, provide such information and data, including access to applicable books, records, and accounts, as Company may reasonably request to respond to any request or requirement of the applicable Contracting Officer or U.S. Government agency relating to FAR 52.222-90.

(c) Counterparty shall take appropriate remedial actions reasonably directed by Company to support Company's compliance with FAR 52.222-90, including any remedial actions that the applicable Contracting Officer directs Company to take.

(iv) Notice of Legal Challenge. Counterparty shall promptly notify Company if any Representative initiates or threatens legal action that challenges, directly or indirectly, the validity or enforceability of FAR 52.222-90.

(v) Materiality and Remedies.

(a) Counterparty acknowledges that compliance with FAR 52.222-90 is material to the Government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) and may be material to Company's receipt of payment under U.S. Government contracts.

(b) Any failure by Counterparty to comply with FAR 52.222-90, or any material failure by Counterparty to comply with this Section 10.6.7, shall constitute a material breach of this Agreement. Counterparty shall promptly take all actions reasonably requested by Company to remediate such noncompliance.

(c) Counterparty's obligation to take such remedial actions shall be in addition to, and not in lieu of, any other rights or remedies available to Company under this Agreement or Applicable Law.

10.6 Inspections and Government Contact. To the extent that Counterparty is aware of meetings with or inspections by governmental authorities regarding or which could reasonably affect Counterparty's performance of Counterparty's obligations hereunder, Counterparty shall provide Company advance and timely notice of such. Counterparty shall provide Company with a reasonable opportunity in advance of submittal to comment on drafts of documents Counterparty is required to submit to governmental authorities pursuant to its obligations hereunder. Counterparty shall submit to Company copies of documents to be submitted to governmental authorities or insurance companies relating to Counterparty's obligations hereunder including without limitation reports of accidents or injuries occurring on Company's premises.

10.7 Gratuities. Counterparty and its Representatives (i) will not offer or give to Company or any of its Representatives gifts, entertainment, payments, loans or other gratuities in order to or that may influence the award of a contract or obtain favorable treatment under any agreement with Company or its

Representatives and (ii) will not use federal funds to influence or attempt to influence any employee of the United States Federal government or a member of Congress in connection with this Agreement.

10.8 Disqualification, Denied and Excluded Persons. Counterparty shall at least once each calendar year during the Term conduct appropriate searches and inquiries to determine whether any of Counterparty's Representatives are the subject of a Disqualified Persons Process, Denied Persons Process, or Excluded Persons Process (as such terms are defined below). Counterparty shall immediately notify Company upon its reasonable requests made from time-to-time, and upon Counterparty or Counterparty's Representative(s) becoming aware, of any inquiry concerning, or the commencement of any proceeding or disqualification that involves Counterparty or Counterparty's Representative(s) and a Disqualified Persons Process, Denied Persons Process, or Excluded Persons Process. Notice of or failure to provide such notice shall constitute a breach hereunder for which Company may terminate this Agreement immediately for default notwithstanding any right of Counterparty to cure.

10.9 Anti-Corruption. Counterparty represents, warrants and covenants, as of the Effective Date to and through the expiration or earlier termination of this Agreement, (i) that Counterparty, and, to the best of its knowledge, Counterparty's Representatives, owners, or other third parties acting for or on Counterparty's behalf (collectively, "**Extended Representatives**"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining business or any improper advantage in connection with this Agreement, or that would otherwise violate any Applicable Laws, rules and regulations concerning or relating to public or commercial bribery or corruption ("**Anti-Corruption Laws**") and (ii) that Counterparty's books, accounts, Records and invoices related to this Agreement or related to any work conducted for or on behalf of Company or its Affiliates are and will be complete and accurate. Without limiting other rights or remedies, Company has the right to terminate this Agreement or one or more Supplemental Documents immediately (a) if Counterparty or Extended Representatives fails to comply with the Anti-Corruption Laws or with this provision or (b) if Company has a good faith belief that Counterparty or Extended Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Company requires that Counterparty complete a compliance certification, without limiting other rights or remedies, Company may also terminate this Agreement immediately if Counterparty (1) fails to complete a compliance certification, (2) fails to complete it truthfully and accurately, or (3) fails to comply with the terms of that certification.

10.10 Economic Sanctions. Neither Counterparty nor its Representatives are: (i) listed on the Office of Foreign Assets Control's ("**OFAC**") "Specially Designated National and Blocked Person List" ("**SDN List**") otherwise subject to any sanction program administered by OFAC ("**U.S. Economic Sanctions**") or (ii) owned, controlled by or acting on behalf of, directly or indirectly, any person, entity, or government listed on the SDN List or otherwise subject to any U.S. Economic Sanction, or (iii) as applicable, is subject to any European Union economic or financial sanctions. Counterparty and its Representatives have not and will not engage directly or indirectly in any transaction on behalf of Company or its Affiliates that could potentially violate applicable U.S. Economic Sanctions and, as applicable, any other country's economic and financial sanctions regime.

10.11 Anti-boycott Compliance. With respect to transactions pertaining to this Agreement, Counterparty and its Representatives will (i) comply with the anti-boycott laws and regulations as administered by the U.S. Department of Treasury and the U.S. Department of Commerce and (ii) refrain from agreeing to engage in activities that amount to, or actually doing any of, the following (a) refusing to do business with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; (b) discriminating against other persons based on race, religion, sex, national origin or nationality; (c) furnishing information about business relationships with an unsanctioned boycotted country, with or in Israel or with blacklisted companies; or (d) furnishing information about the race, religion, sex, or national origin of another person.

10.12 Disclosure Laws. Notwithstanding anything to the contrary in this Agreement, Counterparty acknowledges and agrees that (i) Company is permitted to publicly disclose information regarding this Agreement to comply with Applicable Laws (including without limitation the Physician Payment Sunshine Act (a provision of the Patient Protection and Affordable Care Act) and related requirements (collectively, "**Disclosure Laws**") and (ii) this information may include without limitation payments, or other transfers of

value, made on behalf or at the request of Company to physicians, teaching hospitals, healthcare professionals, healthcare institutions, and other persons or entities that are the subject of the Disclosure Laws (each a "**Disclosure Subject**"). Counterparty agrees to promptly respond to, and cooperate with, reasonable requests of Company regarding collection of information regarding and compliance with Disclosure Laws. Counterparty shall collect and, no later than 30 days after each calendar quarter during the Term and no later than 30 days after the termination or expiration of the Agreement, submit in a format reasonably requested by Company the following information for each Disclosure Subject that, in connection with or as a result of performance of the Services, received payments or other transfers of value in the calendar year prior to the year in which such submittal is to be made hereunder: (a) the amounts, dates, and description of payments made to, or other transfers of value to, each Disclosure Subject; (b) the name, address, specialty(ies), and, if applicable, National Provider Identifier number of each Disclosure Subject; and (c) a description of the Goods or Services provided by each Disclosure Subject in return for such payments or transfers of value.

10.13 Manufacture and Content of Goods. Counterparty shall not use, and shall not allow to be used, any (i) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten ("**Initial Conflict Minerals**") that originated in the Democratic Republic of Congo ("**DRC**") or an adjoining country, or (ii) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 ("**Additional Conflict Minerals**", and together with the Initial Conflict Minerals, "**Conflict Minerals**"), in the production of the Goods. Notwithstanding the foregoing, if Counterparty or its Representatives uses, or determines that it or its Representatives have used, a Conflict Mineral in the production of the Goods, Counterparty shall promptly notify Company in writing, which notice shall contain a description of the use of the Conflict Mineral including without limitation whether the Conflict Mineral appears in any amount in the Goods (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Upon Company's request, Counterparty must promptly provide information that demonstrates to Company's reasonable satisfaction that it undertook a reasonable country of origin inquiry and due diligence process with respect to the preparation of the aforementioned certificate of origin. Upon Company's reasonable requests made from time to time, Counterparty will reasonably cooperate with Company to enable Company to comply with its disclosure and reporting obligations with respect to the origin or content of, or manufacturing related to, the Goods (including without limitation with respect to Conflict Minerals) (such cooperation including without limitation assisting Company in conducting or validating "reasonable country-of-origin inquiry" and Counterparty or its Representatives completing and submitting to Company questionnaires or templates relating to the original of Conflict Minerals).

10.14 Covered Individuals and Entities. The following are defined terms used herein:

"**Covered Individuals and Entities**" (or, in the singular, "**Covered Individual and Entity**") shall mean any one or more of HCP, HCI, Payor, Purchaser, Healthcare Industry Professional Societies and Trade Association, and entities owned or operated by one or more HCP, HCI, Payor, Purchaser, or Healthcare Industry Professional Societies or Trade Association. Additionally, the capitalized terms used in the above definition are defined as follows:

"**Healthcare Industry Professional Societies and Trade Association**" shall mean a non-profit or tax exempt healthcare industry organization seeking to further a particular profession, the interests of individuals engaged in that profession, or the public interest (examples of such include without limitation the American Society of Hematology, the North American Society for Dialysis and Transplantation, the American Society of Hypertension, the American Cancer Society and the American Society of Clinical Oncology).

"**Healthcare Institution**" or "**HCI**" shall mean a facility that provides health maintenance, or treats illness and injury and can include without limitation any hospital, convalescent hospital, dialysis center, health clinic, nursing home, extended care facility, or other institution devoted to the care of sick, infirm, or aged persons, and is in a position to purchase or influence a purchasing decision for any human therapeutic product marketed, distributed, or sold or any service related thereto provided by or on behalf of Company or any of its Affiliates (each a "**Company Therapeutic Product**").

"**Healthcare Professional**" or "**HCP**" shall mean any person licensed to prescribe Amgen products, as well as anyone working for a person licensed to prescribe a Company Therapeutic Product and in a position to influence a purchasing decision, including without limitation physicians and other providers (e.g., nurses, pharmacists), dialysis providers, other office personnel.

"**Payor**" shall mean an organization, including without limitation its directors, officers, employees, contractors and agents, whether private or governmental (e.g., Centers for Medicare and Medicaid Services, Veterans Administration), that provides medical and/or pharmacy plans for covering and reimbursing patients and/or Healthcare Professionals from medical expenses incurred including without limitation managed care organizations, pharmacy benefit managers, health maintenance organizations, other healthcare coverage providers, and any similar such organization.

"**Purchaser**" shall mean individuals or entities, including without limitation wholesalers, pharmacies, and group purchasing organizations, that purchase a Company Therapeutic Product to sell to members of the Healthcare Community or that are authorized to act as a purchasing agent for a group of individuals or entities who furnish healthcare services.

In the event one or more Covered Individual and Entity contributes to or performs any of Counterparty's obligations hereunder, payments made by or on behalf of Counterparty to each such Covered Individual and Entity or other compensation or consideration received by each such Covered Individual and Entity on account of its contributions to or performance of any of Counterparty's obligations hereunder shall (i) comply with all Applicable Laws, (ii) represent fair market value, (iii) not be determined in a manner that that takes into account the volume or value of any future business that might be generated between the Parties, and (iv) not be construed to require a Covered Individual or Entity to promote, purchase, prescribe, or otherwise recommend any Company products being marketed or under development. If Counterparty is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Counterparty shall notify Company of such and, after receipt of such notification or upon Counterparty becoming a Covered Individual and Entity, Counterparty agrees that Company shall have the right, upon notice to Counterparty and without further agreement or acknowledgement of Counterparty, to modify the terms of this Agreement as Company determines, in its reasonable discretion, is necessary or required to comply with Company's or, as applicable, one or more of its Affiliate's requirements for interactions with a Covered Individual and Entity (including without limitation conformance of the Compensation to fair market value and imposition of additional reporting or documentation obligations). Additionally and without limiting any other rights or remedies of Company, if on or after the Effective Date, Counterparty is or becomes a Covered Individual and Entity or is or becomes owned, operated or controlled by one or more Covered Individual and Entity, Company shall have the right to terminate this Agreement immediately or, in its sole discretion, suspend Counterparty's performance hereunder by notice to Counterparty, and Company shall not be liable to Counterparty for any costs, expenses, or losses arising out of such termination or suspension. For purposes of this Section, "**owned, operated or controlled**" shall mean that one or more Covered Individual or Entities is in a position to direct or control the performance of Counterparty's obligations hereunder, or that one or more Covered Individuals or Entities is in a position to direct or control Counterparty's management or operations, including, without limitation, when a Covered Individual or Entity owns a majority of the voting power or other equity interests in Counterparty.

10.15 Counterparty Conduct. Company shall have the right, at any time, to terminate, in whole or in part, this Agreement or any Supplemental Document immediately upon written notice to Counterparty if, at any time during the Term of this Agreement, Counterparty, Counterparty's Representatives, or any of Counterparty's or Counterparty's Affiliates' executives, directors or officers (i) is subject to any suit, action, legal or administrative proceeding, claim, lien, or demand arising from or otherwise related to acts of moral turpitude, or is charged or indicted with any felony or crime involving moral turpitude, (ii) is convicted or pleads "no contest" to any felony or any crime involving moral turpitude, (iii) if the Services include Select Services (defined below), makes any public statement or commits any public act disparaging of Company or Company's products, or (iv) if the Services include Select Services, acts or fails to act (or it becomes known during the Term that prior to the commencement of the Term, Counterparty and/or Counterparty's Representatives acted or failed to act) in a way that brings Counterparty, Counterparty's Representatives,

Company or Company's products into public disrepute or ridicule, or which insults or offends community standards, or which might injure or reflect badly on Company or Company's products (and, for avoidance of doubt, termination pursuant to this Section shall be a termination for cause). In the event of any termination based on this Section, without limiting any other rights or remedies, (a) any amounts payable by Company hereunder shall be subject to reduction and offset for any damages caused to Company resulting from Counterparty's and/or Counterparty's Representatives' conduct that is contrary to this Section, (b) to the extent that Company pre-paid any amounts (e.g., paid for Services before they were rendered or completed, paid a retainer, or made a payment at the beginning of the year for the entire year) to Counterparty, Counterparty will promptly reimburse the applicable pro-rated amount to Company, and (c) if the Services include Select Services, (1) upon notice to Counterparty, Company may suspend Counterparty's performance of all or any part of the Services during Company's investigation of statements or acts of Counterparty that Company, acting in good faith, reasonably suspects could be of the nature set forth in subsections (iii) or (iv), above and (2) Company may demand that Counterparty, and if so demanded, Counterparty shall, cease making such statements or engaging in such conduct. The term "**Select Services**" shall mean Services that include the following: Lobbying; Counterparty or its Representatives acting as Company's or one or more of its Affiliates' agent; Counterparty or its Representatives making statements on behalf of, or acting as a spokesperson for, Company or its Affiliates or making statements regarding Company or its Affiliates' human therapeutic products, campaigns or capabilities.

10.16 Business Continuity Resilience and Disaster Recovery. "**Business Continuity Programs**" means a program providing for all of the following: (i) an ongoing, continuous improvement program to identify and address the impacts of Business Interruption Incidents; (ii) establishing priorities for planning and recovering from each Business Interruption Incident; (iii) developing, maintaining and implementing recovery plans and strategies that adequately address each Business Interruption Incident; and (iv) identifying and training personnel (personnel who will implement the plan) with expertise in incident and crisis management, business recovery, information systems, information technology, and disaster recovery. "**Business Interruption Incidents**" means and includes circumstances, events, disasters, or other conditions (both natural or manmade), including Failure Events as defined below, that are reasonably likely to or actually do contribute to or result in disruption to Counterparty's or its Representatives' ability to perform its obligations under the Agreement or any Order pursuant to the terms of the Agreement or applicable Order(s). **"Critical Systems"** means the information technology systems, cloud environments, infrastructure, platforms, networks, and applications (including any third-party hosted or managed environments) that are necessary for Counterparty's material performance of the Services or delivery of Goods. **"Availability Zone"** means a physically and logically distinct data center location within a cloud service provider's region, designed to be isolated from failures in other zones. **"Failure Event"** means the unavailability, inaccessibility, degradation, or material impairment of a cloud service provider region or Availability Zone due to outage, cyber incident, disaster (both natural and manmade), or other Business Interruption Incident. Counterparty will participate in regular reviews of Business Continuity Programs conducted by Company.

In addition to and without limiting other obligations of Counterparty hereunder (e.g., any information security requirements), Counterparty will maintain expertise and measures to mitigate against, prepare for and, without limiting any specific times or services levels specified herein, within commercially reasonable response times and service levels, respond to and recover from Business Interruption Incidents. Counterparty will use expertise and methods including risk identification and management measures to mitigate the risk and impact from Business Interruption Incidents and these disciplines will include without limitation emergency management, crisis management, business continuity, disaster recovery, and information security. Counterparty will periodically complete a review of the completeness and effectiveness of its business continuity plan and revise the business continuity plan as reasonably necessary to address observations or shortcomings. Upon Company's request, Counterparty will submit to Company, in a format reasonably specified by Company, information regarding Counterparty's plans and resources for mitigating the impact on supply of Goods and/or Services of Business Interruption Incidents, including as applicable descriptions of cloud architecture, Availability Zone or regional redundancy, failover capabilities, and recovery testing results; Counterparty will discuss with and consider in good faith Company's requirements for and comments regarding such plans and resources.

To the extent Counterparty's provision of Goods or Services relies on cloud-based infrastructure (including SaaS, PaaS, or IaaS solutions), Counterparty will design, implement, secure, maintain, and test its Business Continuity Programs so that Critical Systems are deployed across **multiple Availability Zones within a region** or, where reasonably necessary based on risk profile, **across multiple geographic regions,** in each case sufficient to support continuity of Services in the event of a Failure Event. Without limiting the foregoing, Counterparty will: (i) architect its cloud-based systems to avoid single points of failure within a single Availability Zone; (ii) maintain the capability to shift or fail over workloads, data processing, and Services to an alternate Availability Zone or region within commercially reasonable recovery time objectives; (iii) ensure that data replication, backup, and restoration processes are consistent with such multi-zone or multi-region architecture; and (iv) periodically test such failover and recovery capabilities as part of its Business Continuity Program testing.

Counterparty will promptly notify Company, but in no event later than 24 hours, after Counterparty or its Representative(s) discovers or becomes aware of or should have become aware of a Business Interruption Incident or does implement, or should have implemented, its business continuity plan. This notice must include at a minimum the following information: A description of the Business Interruption Incident and any actions taken or planned to be taken by Counterparty in response to the Business Interruption Incident; the name and contact information of Counterparty's point of contact; and any other information Company should be aware of to mitigate damage to Company or its Affiliates.

Upon reasonable request from Company, made from time to time, Counterparty will submit to Company documentation evidencing in reasonable detail Counterparty's and its Representatives' compliance with the requirements of this section and Counterparty will promptly consider in good faith any comments made by Company with respect thereto.

Without limiting other rights or remedies of Company or its Affiliates or Counterparty's other obligations or liabilities, during any period of time that Counterparty is unable to materially perform its obligations hereunder or provide the Services due to or arising out of an Business Interruption Incident plus any additional reasonable period of time to transition back to Counterparty's performance of all of the Services impacted by the Business Interruption Incident (each such period, an "**Interruption Event Downtime Period**"), Counterparty will reimburse Company all reasonable costs paid or payable by Company or its Affiliates to third parties that enable Company's and its Affiliates' receiving of substitute goods or services during the Interruption Event Downtime Period plus 15% ("**Business Continuity Reimbursement**"). In no event shall Company be required to pay Counterparty, or shall Counterparty be entitled to receive, any Compensation on account of Services that are impacted by the Business Interruption Incident that do not meet the requirements of this Agreement (including without limitation not meeting schedule or quality). During an Interruption Event Downtime Period, although Counterparty may be performing some of the Services, Company and its Affiliates may engage third parties to provide substitute goods or services that are redundant but reasonably necessary to ensure continuity of and mitigate impact to Company's or its Affiliates' business and this redundancy will not form the basis for reduction of the Business Continuity Reimbursement. The Business Continuity Reimbursement represents liquidated damages for loss of a bargain and is not a penalty.

10.17 Study Incidents. If Counterparty is performing Services in support of a Company-sponsored study ("**Study**"), then in addition to Counterparty's other obligations under this Agreement, Counterparty shall promptly without undue delay notify Company upon Counterparty's awareness of a Study Incident, as such term is defined herein. Additionally, Counterparty shall provide Company with all relevant information regarding the Study Incident and reasonably cooperate in Company's investigation of and Company's response to and/or communications with regulatory agencies regarding such Study Incident. For purposes hereof, the term "**Study Incident**" shall mean any actual or reasonably suspected issue, violation or breach that could affect to a significant degree the safety and rights of a Study participant or the reliability and robustness of any data generated in the applicable Study, including without limitation any breach of Applicable Laws, Good Clinical Practices and/or the Study protocol, as applicable.

11. REPRESENTATIONS AND WARRANTIES

11.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as follows:

(i) The person signing this Agreement on behalf of such Party has the power and authority to enter into this Agreement and to bind such Party.

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the requisite action on the part of such Party.

(iii) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein do not and shall not constitute (a) a material breach, conflict with or default under any other agreement, whether written or oral, by which such Party or any of its material assets are bound or (b) an event that would, with notice or lapse of time, or both, constitute such a breach, conflict or default.

(iv) Each Party is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete its obligations hereunder.

11.2 Representations and Warranties of Counterparty. Counterparty represents and warrants to Company as follows:

(i) Counterparty and Counterparty's Representatives are fully and properly licensed, qualified, experienced, equipped, organized and financed to perform all of Counterparty's obligations hereunder.

(ii) Counterparty's performance and actions hereunder will meet the requirements of this Agreement and, if any, Supplemental Documents, conform with all applicable Specifications, and be free from material defects, errors and deficiencies; and, to the extent required hereunder, meets current Good Manufacturing Practices.

(iii) Persons performing Services on behalf of Counterparty or its Representatives do not appear on, and are not associated with, any name or entity on the most currently available (a) U.S. government's U.S. Department of Commerce Entity List and Denied Persons List, the U.S. Department of Treasury Specially Designated National and Blocked Persons List or the U.S. Department of State Debarred parties List ("**Denied Persons Process**"), (b) as applicable, the European Commission Service for Foreign Policy Instruments consolidated list of persons, groups and entities subject to EU financial sanctions from the EU Financial Sanctions Database, or (c) sanction list(s) of any other applicable countries (e.g., Canada, Singapore) sanctions list(s).

(iv) Neither Counterparty nor any Counterparty Representatives contributing to or in connection with performance hereunder is presently or has ever been: (a) the subject of a debarment action or is debarred pursuant to Section 306 of the U.S. Federal Food, Drug, and Cosmetic Act of 1938, as amended, or other applicable local law; (b) the subject of a disqualification proceeding or is disqualified as a clinical investigator pursuant to 21 C.F.R. § 312.70; or (c) the subject of an exclusion proceeding or excluded from participation in any federal health care program under 42 C.F.R. Part 1001 et seq. ("**Disqualified Persons Process**").

(v) Neither Counterparty nor any Counterparty Representatives contributing to or in connection with performance hereunder is, as of the Effective Date through the expiration or termination of this Agreement, (a) excluded, debarred, suspended, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs including without limitation Medicare, Medicaid, or other U.S. Federal or State health care programs or (b) has been convicted of a

criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ("**Excluded Persons Process**").

(vi) The performance of Counterparty's obligations and each Deliverable or any part thereof, or the import, sale, distribution or the use thereof, do not and will not infringe any patent, copyright, trade secret or other proprietary right of any third party.

(vii) Counterparty has full right to transfer all Deliverables, and that there are no liens, claims or encumbrances of any kind whatsoever against any Deliverables.

(viii) To the extent Deliverables incorporate software, such Deliverables, and any parts thereof, shall be free from Viruses. "**Viruses**" shall mean (a) program code or programming instruction or set of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations or (b) other code typically designated to be a Trojan horse, worm, backdoor or other term customarily considered to be a Virus.

(ix) If Counterparty is a health care entity, such as a hospital, pharmaceutical company, medical device manufacturer, or clinical laboratory or Covered Individuals or Entities will contribute to Counterparty's performance obligations hereunder, Counterparty represents and warrants that it has an operational healthcare compliance program ("**Counterparty's Compliance Program**") that: (a) governs all of Counterparty's Representatives; (b) is consistent with the U.S. Federal Sentencing Guidelines for effective compliance programs; (c) is consistent with applicable compliance program guidance (e.g., U.S. Department of Health Office of Inspector General Compliance Program Guidance for Pharmaceutical Manufacturers (68 Fed. Reg. 23731) (May 5, 2003)); (d) includes systems and processes reasonably designed to protect the security, confidentiality, and integrity of Confidential Information in accordance with all Applicable Laws and contractual obligations; and (e) complies with current PhRMA Codes and guidance, including without limitation the Principles on Conduct of Clinical Trials and the Code on Interactions with Healthcare Professionals, and as they may be amended from time to time. Counterparty operates in compliance with Counterparty's Compliance Program. Counterparty shall maintain and shall continue to operate in compliance with Counterparty's Compliance Program throughout the Term of this Agreement.

11.3 Remedies for Breach of Infringement Warranties. In the event of a Deliverable infringes any patent, copyright, trade secret or other proprietary right of any third party, without limiting Company's other rights or remedies hereunder, Counterparty, at its sole expense, shall timely undertake to procure for Company the right to continue such use of the infringing Deliverables. If such right cannot be timely procured, then Counterparty shall, at Counterparty's sole expense, (i) modify such infringing Deliverables to render them non-infringing, but functionally equivalent, as determined by Company in its sole discretion; (ii) substitute such infringing Deliverables with replacements that are non-infringing, but functionally equivalent, as determined by Company in its sole discretion; or (iii) if Counterparty using Counterparty's best efforts is unable to accomplish item (i) or (ii) above, refund to Company amounts actually paid by Company for the infringing Deliverables.

11.4 Goods and Services Warranties

11.4.1 Term for Goods and Services Warranties. Except as specifically set forth otherwise herein, r agreed to by the Parties in an applicable Order, any other warranties that Counterparty provides with respect to Goods and Services, including without limitation Counterparty's performance under its warranty obligations (collectively, "**Goods and Services Warranties**"", shall continue for a period of the longer of (i) 18 months following completion of such performance and Company's written acceptance of such performance or (ii) Counterparty's standard warranty period for the applicable Goods or Services ("**Goods and Services Warranty Term**"). Notwithstanding the foregoing, this Goods and Services Warranty Term shall not limit the duration of any applicable third party warranties. For the avoidance of doubt, notwithstanding anything herein to the contrary, the foregoing shall not apply to Counterparty's representations and warranties under the section entitled, "Representations and Warranties of Counterparty," all of which shall survive expiration or termination of this Agreement in accordance with the Section entitled, "Survival."

11.4.2 Remedies for Breach of Goods and Services Warranties. If Company notifies Counterparty of any breach of the Goods and Services Warranty during the Goods and Services Warranty Term, Counterparty shall remedy the breach of Goods and Services Warranty by, at Company's sole discretion, (i) with respect to Goods, either repairing the Goods that fail to comply with the Goods and Services Warranty ("**Defective Goods**") or replacing the Defective Goods with Goods that comply with the Goods and Services Warranty or are at least functionally equivalent, as determined by Company in its sole discretion, at Counterparty's sole expense; or (ii) with respect to Services, reperforming the Services, at no cost or expense to Company; or (iii) refunding to Company amounts actually paid by Company for the Defective Goods or Services that fail to comply with the Goods and Services Warranty. EXCEPT FOR THOSE WARRANTIES OF THIRD PARTIES ASSIGNED TO COMPANY PURSUANT TO THE AGREEMENT, ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, AND ANY EXPRESS WARRANTIES GENERALLY GIVEN BY COUNTERPARTY WITH RESPECT TO THE APPLICABLE GOODS, DELIVERABLES OR SERVICES, THE GOODS AND SERVICES WARRANTIES SET FORTH IN THIS SECTION 11.4 (GOODS AND SERVICES WARRANTY) ARE IN LIEU OF ANY OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that nothing in this Section 11.4.2 (Remedies for Breach of Goods and Services Warranties) shall limit any other remedies available to Company under this Agreement (including without limitation remedies for personal injury, property damage, death, violation of Applicable Laws or infringement).

12. RISK ALLOCATION

12.1 Reservation of Rights. Nothing in this Agreement is intended, or shall be interpreted, to limit or restrict rights or remedies available to either Party or its Affiliates at law, under common law, or statutory contribution, indemnity, or hold harmless obligations or liabilities, or limit such Party's or its Affiliates' ability to join the other Party to any third-party claim or action involving such Party or its Affiliates. Except with Company's prior written consent (not to be unreasonably withheld), Counterparty shall not confess judgment or settle, compromise or resolve any or all suits, actions, legal or administrative proceedings, claims, liens, and demands brought or maintained by one or more third parties (including for personal injury or death of persons) arising out of or related to its or its Representatives' (i) breach of Counterparty's material representations, covenants or warranties contained herein or (ii) performance hereunder.

12.2 Attorney's Fees. The prevailing party in any litigation or arbitration arising out of or in connection with this Agreement, including enforcement or interpretation of this Agreement or tort claims, shall be entitled to, in addition to any other relief to which the prevailing party may be entitled, its reasonable attorneys' fees, and all other reasonable costs and expenses actually incurred by the prevailing party in connection with settling or resolving such dispute. The attorneys' fees which the prevailing party is entitled to recover shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit or arbitration procedure on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This attorneys' fees provision is separate and several and shall survive the merger of this Agreement into any judgment.

12.3 Waiver of Consequential Damages. Except for any liquidated damages set forth in this Agreement, neither Party nor its respective Affiliates shall be liable to the other Party or its respective Affiliates for its or their respective loss of profit or potential profit or for any incidental, indirect, special or consequential losses or damages arising from carrying out this Agreement, whether based on contract, tort, strict liability, negligence or other theory of law; provided, however, the foregoing waiver shall expressly exclude liabilities arising out of breach of confidentiality obligations set forth herein, fraud, willful misconduct, or gross negligence.

12.4 Insurance. Counterparty shall maintain adequate levels and types of insurance coverage appropriate to its business and profession to cover its indemnity obligations hereunder, as required by Applicable Laws, and consistent with Accepted Practice, with such coverage levels and types to include at a minimum and without limitation insurance required by Applicable Laws with respect to Counterparty's

status as an employer, workers' compensation, comprehensive general liability, employer's liability, and automobile liability. Counterparty's insurance coverage must be primary coverage. All insurance coverage must be in full force and effect at all times during performance of Counterparty's obligations hereunder. At Company's request, Counterparty must submit to Company a certificate of insurance on the ACORD form evidencing the above coverages. Such obligations shall be in addition to and in no way be construed to limit the indemnification obligations set forth herein.

13. NOTICES

13.1 Notices. Unless otherwise agreed in writing by Company, all notices pursuant to this Agreement must be in writing, referencing this Agreement number, and delivered personally or sent by courier, certified mail (return receipt requested) addressed to the relevant Party(ies) at their respective addresses set forth in the Order. Either Party may specify a different address to receive notices by providing a notice in accordance with this Section. Notices sent by courier or certified mail are effective upon receipt or 5 days after dispatch, whichever occurs first.

14. MISCELLANEOUS

14.1 Background Checks. In order to (i) receive a non-visitors access badge to Company's or its Affiliates' premises; (ii) drive Company-owned or leased vehicles or transport Company personnel; or (iii) access or use any Company Systems, Counterparty's Representatives must comply with Company's policies and procedures, which may require, among other things, (a) Counterparty first providing to Company a certification, in form and content specified by Company, of certain background information for such Counterparty's Representative and (b) such Representative first executing agreements or other documents, in form and content specified by Company, addressing among other things confidentiality, proprietary rights, adherence to Company policies, legal rights and remedies between such Representative and Company and its Affiliates. Counterparty shall perform, or shall use an outside agency to perform, the background check and shall provide all notifications to Counterparty's Representatives required by Applicable Laws.

14.2 Contractual Relationship. Each Party is engaged in an independent business and not as an agent, employee, partner or joint employer of the other Party. The Parties acknowledge and agree that neither Party shall have responsibility or liability for treating the other Party's Representatives as employees for any purpose. Neither Party nor any of its Representatives shall be eligible for coverage or to receive any benefit under the other Party's provided workers' compensation, occupational health services, employee plans or programs or employee compensation arrangement, including without limitation any and all medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance and any and all other such plans or benefits. Counterparty shall provide all that is necessary or required and provide that the staffing and working conditions are adequate to meet its obligations hereunder.

14.3 Modifications. Except to the extent expressly provided otherwise in this Agreement, no amendments or other modifications to this Agreement shall be binding unless in writing and signed by the Parties.

14.4 No Exclusivity. Nothing contained herein shall (i) obligate Company or any Company Affiliate to any exclusive relationship with Counterparty, (ii) restrict or preclude Company or any Company Affiliate from contracting with any competitor of Counterparty, or (iii) except to the extent expressly set forth in this Agreement or Supplemental Documents, obligate Company or any Company Affiliate to engage Counterparty.

14.5 Assignment. This Agreement may not be assigned or otherwise transferred by any Party without the prior written consent of the other Party; provided, however, that either Party may, without such consent, but upon prior written notice, assign its rights and obligations under this Agreement in connection with a merger, consolidation or sale of substantially all of the business to which this Agreement relates. Any

purported assignment or transfer in violation of this Section shall be void. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

14.6 Governing Law. This Agreement and all matters arising hereunder (including without limitation interpretation, enforcement, disputes, and claims) shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California, excluding conflict of law rules.

14.7 Venue, Jurisdiction. With respect to any dispute arising out of, under, or in connection with this Agreement or the transactions contemplated hereby, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens) of (i) a United States federal court of competent jurisdiction or (ii) if no such court has jurisdiction, then a court of the State of California.

14.8 Publicity. Except for the purposes of performance hereunder, without Company's prior written consent, which may be withheld at Company's sole discretion, Counterparty and its Representatives shall not use (including without limitation use in any publicity, advertising, media release, public announcement or other public disclosure) (i) any name, acronym, symbol or other designation by which Company or its Affiliates or any of their respective human therapeutics, products or other materials is known or (ii) the names of any agent or employee of Company or its Affiliates (each a "**Prohibited Use**"). Counterparty shall immediately notify Company in each event of a Prohibited Use and, at Counterparty's sole cost and expense, without limiting Company's rights or remedies hereunder, Counterparty shall, and shall cause its Representatives, to immediately cease and desist each such Prohibited Use and take such other actions as requested by Company.

14.9 Data Processing. The administration and management of this Agreement may include Company's collection and processing of Counterparty's Representatives' personal information if needed to perform its obligations under this Agreement or by Applicable Law, including applicable regulatory guidance. Personal information includes non-sensitive information such as, but not limited to, name, contact details, field of expertise and the content of this Agreement. This information may be transferred to local regulatory authorities and therefore may become publicly available. This information may also be transferred to a third party for processing and/or processed and securely stored in countries outside of that in which it was collected, including non-EU/EEA countries. Regardless of the country where this information is processed, Company maintains and requires its processors to maintain appropriate administrative, technical and physical safeguards to protect the information. Transfer of personal information follow applicable laws and are subject to safeguards such as Company's Binding Corporate Rules (BCRs) or EU Standard Contractual Clauses in a form currently available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en. For more information on Amgen's BCRs, visit http://www.amgen.com/bcr/. Counterparty's Representatives may access, correct or request deletion of its personal information, subject to certain restrictions imposed by law, by contacting Company at privacy@amgen.com. Counterparty shall ensure that its Representative whose personal information is processed hereunder receives appropriate notice to allow for the disclosure, transfer or otherwise processing of personal information consistent with this Section.

14.10 Waiver. No action or inaction by either Party shall be construed as a waiver of such Party's rights under this Agreement or as provided by law. The failure or delay of any Party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

14.11 Severability. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Laws. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

14.12 Survival. Counterparty's representations, warranties and obligations under any provisions set forth in this Agreement related to proprietary rights, infringement, confidentiality and publicity, governing law, any applicable safety reporting obligations related to Reportable Events (as defined in any applicable Safety Requirements Appendix attached to this Agreement), and provisions which contemplate performance or observance subsequent to termination or expiration of this Agreement shall survive such expiration or termination.

14.13 Third-party Beneficiaries. Except as expressly provided for in this Agreement, (i) this Agreement is entered into solely between, and may be enforced only by, Company and Counterparty and (ii) this Agreement shall not be deemed to create any rights in third parties, including without limitation Subcontractors, or to create any obligations of a Party to any such third parties.

14.14 Remedies Cumulative. Unless otherwise expressly provided hereunder, no remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative, in addition to, and not in lieu of any other remedies available at law or in equity.

14.15 Headings. Article and Section headings are for reference purposes only and shall not be considered in the construing of this Agreement.

14.16 Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Facsimiles or scanned copies of signatures or electronic images of signatures shall be considered original signatures unless prohibited by Applicable Laws. The Parties agree that this Agreement may be electronically signed by one or more Parties. Any electronic signature used by a Party to sign this Agreement shall be treated the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limiting the foregoing, nothing in this Agreement shall be construed to require a Party to sign this Agreement by electronic signature.

14.17 Force Majeure. A Party shall not be liable for any delay in the performance of its obligations under this Agreement if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, earthquake, fire or flood ("**Force Majeure Event**"); provided that a Party may not claim relief for a Force Majeure Event under this Section unless each of the following conditions has been satisfied: (i) the party claiming delay by Force Majeure Event (the "**Delayed Party**") is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other Party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (a) the passing of the Force Majeure Event or (b) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this Section.

14.18 Construction. The Parties acknowledge that each Party is of equal bargaining strength, has actively participated in the preparation and negotiation of this Agreement. Each Party is entering into this Agreement on its own free will and is not acting under duress or coercion of any kind or nature whatsoever. Each Party has had the right and opportunity to consult with legal counsel of its choice in connection with this Agreement; and each Party has either done so, or has voluntarily declined to do so free from duress or coercion. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, any portion hereof, or any modifications hereto.

ARTIFICIAL INTELLIGENCE SCHEDULE

This Artificial Intelligence Schedule ("**AI Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the agreement to which it is attached ("**Agreement**"). In addition to the other obligations set forth in the Agreement, this AI Schedule sets forth certain terms and conditions applicable to Counterparty's use of AI and AI Tools to perform its obligations under the Agreement. Notwithstanding anything in the Agreement or this AI Schedule to the contrary, in the event of a conflict between the terms and conditions set forth in this AI Schedule and the Agreement, the terms and conditions of this AI Schedule shall govern.

For purposes of this AI Schedule, the term "**Counterparty**" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or such party's Affiliates, and the term "**Company**" shall refer to Amgen Inc. ("Amgen") or the affiliated Amgen entity contracting with the Counterparty for the receipt of Goods or Services under the Agreement.

1. DEFINITIONS AND CAPITALIZED TERMS. For purposes of this AI Schedule only (unless expressly incorporated elsewhere in the Agreement), capitalized terms in this AI Schedule shall have the meanings set forth herein. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. To the extent there is a conflict between the definitions in this AI Schedule and any definition in the Agreement, the definitions in this AI Schedule shall control with regard to this AI Schedule only. For any capitalized term used in this AI Schedule that is not defined herein or in the Agreement but is substantially similar in meaning to a defined term in the Agreement, such term shall be interpreted to have the meaning of the most equivalent defined term in the Agreement, as the context requires.

1.1. "**AI**" means machine-based systems that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. Artificial intelligence systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate opinions for information or action.

1.2. "**Agentic AI**" means AI systems capable of pursuing goals, making autonomous decisions, and initiating actions in dynamic environments with limited human oversight, often exhibiting adaptive or problem-solving behaviors.

1.3. "**AI Output**" means data, text, images, and any other content generated by AI Tools as a result of a Prompt. AI Outputs are Company Materials and are considered Company's Confidential Information.

1.4. **"AI Tool"** means any software application, model, algorithm, tool, technology, platform, or system that implements or leverages AI to perform tasks typically requiring human intelligence, including but not limited to natural language processing, deep learning models, machine learning, image recognition, data analysis, content generation, and decision-making. AI Tools include any software or system that automates or augments decision-making, content generation, analysis, or task execution, as well as Agentic AI, Generative AI Tools, and Predictive AI Tools.

1.5. "**Company Materials**" as defined in the Agreement shall, for purposes of this AI Schedule, also refer to Deliverables, Work Product, Intellectual Property or similarly defined term in the Agreement referring to materials owned by or licensed to Company pursuant to the terms of the Agreement.

1.6. "**EU AI Act**" means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (Artificial Intelligence Act).

1.7. "**Generative AI Tool**" means a pretrained or fine-tuned AI Tool designed to generate synthetic content, including text, images, video, audio, or code, based on patterns learned from training data and user inputs (Prompts). Generative AI Tools are typically distinguished from Predictive AI Tools, which are designed to forecast or classify outcomes rather than produce novel content.

1.8. **"Predictive AI Tool"** means an AI Tool that analyzes existing data to forecast or classify future or unknown outcomes, without generating new synthetic content.

1.9. "**Prompts**" means data, text, images, instructions, and other content obtained from Company and/or any of Company's designees that has been input into an AI Tool to generate AI Output. Prompts are Company Confidential Information.

1.10. "**Training Data**" means data, text, images, and other content used to train, validate, customize, test or improve an AI Tool.

2. USE OF AI TOOLS. Counterparty shall inform Company about any use of AI Tools to perform the Services, including incorporating any content generated by AI Tools into any Company Materials.

3. COMPANY MATERIALS CREATED USING AI TOOLS. Counterparty shall identify all Company Materials, or portions thereof, created or developed using AI Tools, and ensure that Company Materials created using AI Tools are marked in a legally compliant matter (in particular, as the results of using Generative AI Tools) and upon request from Company, Counterparty will identify and describe the AI Tools used to create or develop the applicable portion of such Deliverable.

4. USE OF COMPANY CONFIDENTIAL INFORMATION. Counterparty shall not, and shall ensure its Representatives shall not, utilize or employ Company Confidential Information in any AI Tool unless Company provides its express consent in writing. Notwithstanding the foregoing, Counterparty may use or employ Company Confidential Information within an internal, secure, access-restricted, non-public instance of an AI Tool that is dedicated solely to the Counterparty to the extent necessary for the purpose of performing Counterparty's obligations under the Agreement, subject to Counterparty's compliance with the confidentiality, security, and non-use terms and conditions of the Agreement, and provided that Company Confidential Information is not used to train, fine-tune, improve, or otherwise enhance any AI Tool.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS. In addition to the other representations, warranties and covenants set forth in the Agreement, Counterparty represents, warrants, and covenants to Company as follows:

5.1. Counterparty and its Representatives: (a) have obtained sufficient rights (including any applicable license rights) in and to all Training Data used to customize, train, or improve the AI Tools used by or on behalf of Counterparty in connection with the Services, (b) have made all necessary third party disclosures regarding such Training Data and all AI Tools used by or on behalf of Counterparty in connection with the Services, and (c) obtained all necessary third party consents in connection with such Training Data and all AI Tools used by or on behalf of Counterparty in connection with the Services.

5.2. Counterparty's or its Representatives' use of Training Data to train any AI Tools used by or on behalf of Counterparty in connection with the Services does not and will not infringe or otherwise violate any rights (including without limitation any intellectual property rights or privacy rights) of any third party.

5.3. Counterparty has adopted or will adopt reasonable practices aligned with the EU AI Act regarding transparency of training data, and compliance with applicable copyright laws, including obligations to respect opt-out indications by copyright holders under Article 4(3) of Directive (EU) 2019/790.

5.4. AI Output generated by AI Tools used by or on behalf of Counterparty in connection with the Services, or Company Materials created using AI Tools, or the use of such AI Output or Company Materials,

will not infringe or otherwise violate any rights (including any intellectual property rights or privacy rights) of any third party and will not violate any Applicable Laws.

5.5. Without limiting Counterparty's obligation to comply with all Applicable Laws under the Agreement, Counterparty shall perform the Services in compliance with the EU AI Act, and adhere to all other Applicable Laws and industry standard policies, procedures and/or voluntary commitments relating to the ethical or responsible use of AI Tools, including applicable EMA guidelines, and any other applicable national or international pharmaceutical and AI regulatory frameworks, policies, protocols, procedures, and voluntary commitments related to the use of AI Tools.

5.6. There has been no claim, complaint, proceeding, or litigation alleging that the AI Tools or any Training Data is or was falsified, biased, discriminatory, untrustworthy, anticompetitive, violative of civil or other fundamental rights or manipulated in an unethical or unscientific way, or does not comply with Applicable Laws. During the Term of the Agreement, Counterparty shall immediately notify Company upon becoming aware of any such complaint, claim, proceeding, or litigation.

6. MITIGATION. Counterparty shall immediately notify Company in writing upon becoming aware that it is in breach of any representation or warranty in this AI Schedule. Counterparty will use best efforts to promptly mitigate and resolve any breach of any representation or warranty in this AI Schedule, including in response to any complaint, claim, proceeding, or litigation described above. Counterparty will keep Company informed of, and will cooperate with Company in connection with, Counterparty's efforts to mitigate and resolve any such breach, complaint, claim, proceeding, or litigation.

7. SERIOUS INCIDENTS

7.1. Notification. In the event of a "Serious Incident" involving a "High-Risk" AI Tool (as defined by Articles 3(49) and 6 of the EU AI Act and applicable Annexes) that Counterparty provides to Company under this Agreement or that is used by Counterparty to process Company Confidential Information in connection with the Services, Counterparty shall comply with all obligations in the Information Security Requirements Schedule, Information Security Requirements Agreement or agreed upon information and data security terms, as applicable ("**Information Security Requirements**") related to Incidents as defined therein. In addition to the requirements applicable to Incidents, and to the extent known at the time, Counterparty shall also: (a) provide a description of the Serious Incident and its actual or reasonably foreseeable impact on health, safety, or fundamental rights resulting or potentially resulting from the Serious Incident and (b) inform Company of any notifications made or required to be made to competent authorities in connection with such Serious Incident and, to the extent legally permissible, provide Company copies or summaries of such notifications. All other terms and conditions in the Information Security Requirements related to Incidents shall apply *mutatis mutandis* to Serious Incidents.

7.2. Audit. Without limiting any rights and remedies hereunder or as otherwise provided in the Agreement, Company shall have the right, upon reasonable notice, to conduct an assessment and audit of Counterparty's compliance with the requirements of this Artificial Intelligence Schedule in the event of a Serious Incident.

8. TRANSPARENCY. Counterparty shall cooperate with and provide all information requested by Company in connection with any assessment conducted by Company relating to the AI Tools used by or on behalf of Counterparty in connection with the Services, including its AI Output and Training Data and Counterparty's obligations under AI Schedule. Counterparty shall also cooperate with Company in responding to any regulatory inquiries, audits or other requests that Company receives from or commenced by any governmental body, standards body, or similar entity relating to the AI Tools used by or on behalf of Counterparty in connection with the Services, including its AI Output and Training Data.

9. RIGHTS AND OWNERSHIP. Company retains all right, title and interest in the Prompts and AI Output, and nothing in the Agreement or any Order transfers to Counterparty or its licensors or Representatives any ownership interest in the Prompts or AI Output. Counterparty and its Representatives shall not (a) reproduce, distribute, display, perform, prepare derivative works of, or otherwise exploit the

Prompts or AI Output or Company Materials created using AI Tools in any manner, or allow any third party to do the same, or (b) create at the request of third parties any works, pieces, materials, publications, the use of which (including fixation, reproduction or distribution) would constitute an infringement of the rights to the Prompts, AI Output or Company Materials created using AI Tools, if these were protected by copyright, except to the extent expressly permitted by Company and described in an Order.

9.1. Copyrightable Materials. For any Company Materials that are potentially copyrightable, Counterparty shall cause such Company Materials to be created by a human on Counterparty's behalf, and may use AI Tools in compliance with this AI Schedule to enhance such Company Materials, provided that such human involvement is sufficient to preserve copyright protection in accordance with applicable copyright laws. If Counterparty uses any AI Tools to create Company Materials, Counterparty shall: (a) disclose to Company the names of the AI Tools that were used and (b) cause any such Company Materials created using AI Tools to be modified by a human on Counterparty's behalf to the extent necessary to preserve copyright protection in accordance with applicable copyright laws. If any Company Materials or portion thereof is deemed not subject to copyright or other intellectual property protection, Counterparty hereby grants Company an exclusive, perpetual, worldwide, royalty-free license to use, reproduce, modify, and exploit such Company Materials.

PRIVACY AND DATA PROTECTION SCHEDULE

This Privacy and Data Protection Schedule ("**Privacy Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Privacy and Data Protection Schedule, the term "**Counterparty**" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates, and the term "**Company**" shall refer to Amgen Inc. ("**Amgen**") or the affiliated Amgen entity contracting with the Counterparty for the receipt of Goods or Services under the Agreement.

1. DEFINITIONS AND CAPITALIZED TERMS. For purposes of this Privacy Schedule only (unless expressly incorporated elsewhere in the Agreement), capitalized terms in this Privacy Schedule shall have the meanings set forth herein. Any and all other defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. To the extent there is a conflict between the definitions in this Privacy Schedule and any definition in the Agreement, the definitions in this Privacy Schedule shall control with regard to this Privacy Schedule only. For any capitalized term used in this Privacy Schedule that is not defined herein or in the Agreement but is substantially similar in meaning to a defined term in the Agreement, such term shall be interpreted to have the meaning of the most equivalent defined term in the Agreement, as the context requires.

1.1 "**Personal Information**" means any information that relates to, describes or is capable of associated with or linked to an individual, by direct or indirect means, including without limitation classes, categories and other types of information that may identify an individual as specified by Privacy Laws, that is provided to Counterparty by or on behalf of Company or its Affiliates or is obtained by Counterparty or its Representatives in connection with Counterparty's or its Representatives' performance obligations hereunder.

1.2 "**Privacy Incidents**" means any actual or reasonably suspected: (i) unauthorized access to or theft of Personal Information; (ii) unauthorized use of Personal Information by a person with authorized access to such Personal Information for purposes of actual or reasonably suspected theft, fraud or identity theft; (iii) unauthorized disclosure or alteration of Personal Information; (iv) accidental or unlawful destruction of Personal Information; or (v) loss of Personal Information.

1.3 "**Privacy Laws**" means, as in effect from time to time, with respect to the Processing of Personal Information, the applicable data privacy laws of the applicable jurisdiction, including without limitation all data breach notification and information security laws and regulations specific thereto.

1.4 "**Process**" or "**Processing**" (or any variation thereof) means any operation or set of operations that is performed on Personal Information or sets of Personal Information, whether or not by automatic means, including, without limitation, viewing, accessing, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure retention, dissemination or otherwise making available, alignment or combination, blocking, and erasure or destruction.

2. PROCESSING OF PERSONAL INFORMATION

2.1 Application of Privacy Schedule. Counterparty covenants and agrees to comply with the terms and conditions of this Privacy Schedule if Counterparty Processes Personal Information on behalf of Company.

2.2 Obligations of Counterparty. Without limiting Counterparty's obligations set forth elsewhere in this Privacy Schedule and in the Agreement (including without limitation obligations of confidentiality), Counterparty shall: (i) act in accordance with Company's written instructions in the Processing of Personal Information and comply with the requirements of all applicable Privacy Laws; (ii) only Process Personal Information for purposes of performing its obligations under the Agreement and as further set forth herein; and (iii) provide access to Personal Information to its Representatives only to the extent reasonably

necessary for performing its obligations under the Agreement; provided, that prior to providing Counterparty's Representatives with such access, Counterparty (a) has clearly and completely conveyed the requirements of this Privacy Schedule to its Representatives and ensured such requirements are understood and followed and (b) has entered into binding agreements with Counterparty's Representatives that include confidentiality and privacy obligations that are substantively similar to, and no less than, those imposed on Counterparty under the Agreement and this Privacy Schedule. For the avoidance of doubt, Counterparty's Representatives include Counterparty's Subcontractors.

2.3 Cross-Border Processing of Personal Information. To the extent applicable, the Counterparty shall Process Personal Information of data subjects in jurisdictions that have been deemed by the relevant data protection authority to provide an adequate level of data protection for the applicable data subject's Personal Information. If the Processing of Personal Information involves Processing, including a transfer to, or access from, a jurisdiction that has not been deemed to provide such adequate protection, the Counterparty shall comply with the terms of the applicable international data transfer agreement for that jurisdiction, as published and maintained by Company at www.amgen.com/dp/schedule (each, an "**International Data Transfer Agreement**"), such International Data Transfer Agreements shall be incorporated herein by reference, throughout the period that Counterparty Processes Personal Information under the Agreement. Such agreements include, without limitation, the Standard Contractual Clauses adopted by the European Commission for the European Economic Area, the UK International Data Transfer Agreement/Addendum, the Swiss Standard Contractual Clauses, and any equivalent contractual instruments, model clauses, or cross-border transfer requirements mandated by the relevant data protection authority in other jurisdictions. The Company may update the referenced page from time to time to reflect changes in applicable Privacy Laws, and the Counterparty shall adhere to the most current version in effect at the time of Processing.

(i) In addition the Counterparty shall conduct transfer impact assessments for any data transfers to jurisdictions without an adequacy decision and, where necessary, implement supplementary technical and organizational measures to ensure an essentially equivalent level of protection.

(ii) Personal Information subject to local data localization laws shall not be transferred outside the applicable jurisdiction unless permitted by such laws and subject to fulfilment of all associated regulatory requirements, including registration, government approvals, and audit cooperation.

(iii) From time to time, Counterparty may propose any alternative data transfer solutions promulgated and permitted by and under applicable Privacy Laws for the Processing of Personal Information outside of a jurisdiction whose Privacy Laws require the implementation of appropriate cross border transfer mechanisms, including without limitation the EEA, the United Kingdom, Switzerland, Saudi Arabia, and Turkey, as applicable ("**International Transfer Solution(s)**"). To the extent not otherwise prohibited by applicable Privacy Laws, the applicable International Data Transfer Agreement shall terminate and the International Transfer Solution(s) shall become effective upon Amgen's written approval of the International Transfer Solution(s) to Counterparty. The International Transfer Solution(s) shall apply solely with respect to the applicable Personal Information Processed by or on behalf of Counterparty that are the subject of such International Transfer Solution(s).

(iv) The Parties shall work in good faith to modify the terms of this Privacy Schedule as they relate to the applicable International Data Transfer Agreements as soon as possible to the extent such modifications are required in order to implement, comply with or adhere to any changes to applicable Privacy Laws as they pertain to such International Data Transfer Agreements.

(v) Without limiting the foregoing, Counterparty shall cooperate with Company in any other efforts by Company to comply with all current and effective requirements of all applicable Privacy Laws and any guidance and decisions of a relevant advisory body (such as the European Data Protection Board), as it pertains to such activities related to Processing of Personal Information, including but not limited to the preparation and execution of separate International Data Transfer Agreement to the extent required by the applicable Privacy Laws. Prior to Processing Personal Information in connection with the Agreement, Counterparty shall promptly provide Company with a list of all Affiliates outside of jurisdictions that have not

been deemed to be adequate by the data protection authority of such country and Counterparty will maintain and update this list regularly.

2.4 Compliance with State Privacy Laws. Without limiting Counterparty's obligations set forth elsewhere in this Schedule, and to the extent Counterparty and its Representatives Process Personal Information subject to Privacy Laws of jurisdictions with comprehensive state privacy laws, including without limitation California Civil Code Sections 1798.100–99 et seq. ("**CCPA**"), Virginia and Colorado, and/or state consumer health data laws, Counterparty certifies that it shall comply with the following obligations: (i) Counterparty shall not "sell" or "share" (as such terms or similar terms are defined in the applicable state Privacy Law) such Personal Information; (ii) Counterparty shall not Process Personal Information for any purpose, including any commercial purpose, other than to perform the Services or as otherwise expressly permitted by the applicable state Privacy Law, as applicable; (iii) Counterparty shall not Process Personal Information for any purpose other than as reasonably necessary and proportionate to perform its obligations under this Agreement and support the direct business relationship between Counterparty and Company, unless otherwise expressly authorized by Company; and (iv) Counterparty shall not combine any Personal Information it collects under the Agreement with Personal Information it collects from another source or collects directly from data subjects.

3. SAFEGUARDS AND CONTROLS

3.1 Without limiting Counterparty's other obligations under the Agreement, Counterparty shall implement, maintain and enforce technological, physical, administrative and procedural safeguards, including but not limited to policies, procedures, standards, controls, hardware, software, firmware and physical security measures ("**Security**") in accordance with the terms and conditions of the Agreement and/or the Information Security Requirements Schedule, Information Security Requirements Agreement, or agreed upon information and data security terms, as applicable ("**Information Security Requirements**"), to ensure the confidentiality, integrity or availability of Personal Information and to protect Personal Information from Privacy Incidents throughout the period that Counterparty and/or its Representatives Process Personal Information. For the avoidance of doubt, nothing herein limits Counterparty's obligations under the Agreement and/or the Information Security Requirements, as applicable, regarding Confidential Information. In addition to the requirements under the Agreement and/or Information Security Requirements, Security shall, without limitation, be current and consistent with all Privacy Laws and relevant industry standards.

4. COMPANY ASSESSMENT, AUDIT RIGHTS AND INFORMATION MAINTENANCE

4.1 Without limiting Company's audit rights under the Agreement, Company or its designee may, upon reasonable notice, undertake an assessment and audit of Counterparty's compliance with this Privacy Schedule, including without limitation an audit of Counterparty's Security in the event of: (i) any Privacy Incident; (ii) any adverse assessment or audit of Security; or (iii) Company discovers or suspects that Counterparty and/or any of its Representatives may not be complying with the terms of this Privacy Schedule. Counterparty shall, and shall cause its Representatives to, cooperate with Company in the conduct of any such audits.

4.2 Counterparty shall collect and record information, and maintain logs, audit trails, records and reports concerning (i) its compliance with Privacy Laws and/or relevant industry standards, (ii) Privacy Incidents, (iii) its Processing of Personal Information, and (iv) the accessing and use of Counterparty's computer systems.

4.3 Without limiting Counterparty's obligations elsewhere in this Privacy Schedule, Counterparty shall cooperate with Company's requests for information reasonably necessary to: (i) demonstrate compliance with the requirements set forth in this Privacy Schedule, (ii) support Company's cooperation or consultations with, or responses to any inquiries, requests, or demands (including, but not limited to any subpoena or other discovery requests, or court order) of any governmental authorities including without limitation a national data protection authority, and (iii) support Company in conducting a privacy impact assessment of the Processing activities subject to this Agreement.

5. PRIVACY INCIDENTS

5.1 Counterparty shall train all of Counterparty's Representatives that Process Personal Information to recognize and respond to Privacy Incidents. In the event of a Privacy Incident, Counterparty shall comply with all obligations in the Information Security Requirements related to Incidents except that Counterparty shall also provide notice to Company promptly by electronic mail at privacy@amgen.com, and csoc@amgen.com but in no event later than 24 hours, after Counterparty or its Representatives discovered or became aware of a Privacy Incident. All other terms and conditions in the Information Requirements related to Incidents shall apply mutatis mutandis to Privacy Incidents. Without limiting the foregoing, Counterparty shall reasonably cooperate and coordinate with Company concerning Company's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Privacy Incidents, which may include facilitating the delivery of notice of any Privacy Incidents (in a manner and format specified by Company) on Company's behalf and at Company's discretion to: (i) individuals whose Personal Information was or may have reasonably been exposed, (ii) governmental authorities, and/or (iii) the media.

6. PRESERVATION, DESTRUCTION AND RETURN OF PERSONAL INFORMATION

6.1 Independent of where Personal Information is stored, in accordance with Company's instructions and requests (including without limitation retention schedules and litigation hold orders), Counterparty shall preserve Personal Information that is or has been Processed. Upon the earlier of (i) expiration or termination of the Agreement or (ii) completion of the Processing of Personal Information, Counterparty shall, at Company's option, either (a) ensure Personal Information is destroyed and rendered unusable and unreadable or (b) return Personal Information to Company or its designee in a format reasonably requested by Company.

7. DATA SUBJECT ACCESS REQUESTS

7.1 Counterparty shall cooperate with Company in responding to any requests by individuals whom exercise rights under applicable Privacy Laws, including without limitation, requests for access or correction to, or blocking, destruction or data portability of, Personal Information in Counterparty's or its Representatives' custody (each, an "**Access Request**") and such cooperation shall include without limitation, providing Company, within two (2) business days after Company's request, with either copies of or access to such Personal Information in the format in which it is maintained in the ordinary course of business). Without limiting the foregoing, in the event that Counterparty or one or more of its Representatives receives an Access Request directly from an individual whose Personal Information is being Processed by or on behalf of Counterparty in connection with the Services, Counterparty shall immediately (but in no event later than two (2) business days after receiving such request) notify Company of such request by electronic mail at privacy@amgen.com and follow Company's reasonable instructions in connection therewith.

SOFTWARE AND SAAS SCHEDULE

This Software and SaaS Schedule ("Software and SaaS Schedule") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which this Software and SaaS Schedule is attached. For purposes of this Software and SaaS Schedule, the term "Counterparty" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party providing the Software or SaaS to Company or its Affiliates. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This Software and SaaS Schedule shall apply to Software or, as applicable, SaaS delivered by Counterparty to Company under the Agreement, including any Order issued thereunder.

1. DEFINITIONS

1.1 Defined Terms. The following defined terms are used in this Software and SaaS Schedule and shall have the meanings set forth below. Any terms defined elsewhere in this Software and SaaS Schedule shall be given equal weight and importance as though set forth in this Section.

"**Authorized User**" shall mean (i) any employee, temporary employee, contingent worker, or on-site contractor retained by Company or Company's Affiliate; (ii) any person employed as an auditor or examiner by a public accounting firm or by governmental authority who has the legal right or obligation to gather or review information of data or any kind produced by or belonging to Company or Company's Affiliate; and (iii) any person or entity retained by Company or its Affiliates to pursue Company's business endeavors.

"**License**" shall mean, with respect to Software, the Software License, and with respect to SaaS, the SaaS License.

"**SaaS**" shall mean the software as a service application and platform which Counterparty makes available to Company and its Affiliates via the Internet as more particularly described in the Agreement, including any Order issued thereunder. If Counterparty is delivering SaaS under the Agreement, including any Order issued thereunder, the terms "Services" and "Deliverables" as used in the Agreement include the SaaS.

"**Software**" shall mean the software programs of Counterparty provided under the Agreement, including any Order issued thereunder, to Company and its Affiliates, including, unless otherwise specified in the Agreement or applicable Order, without limitation, the object code, and media, in machine readable form, and any improvement, addition, modification, or new version thereof provided by Counterparty to Company in performance of Services, if any, or pursuant to a maintenance and support program of Counterparty to which Company subscribes. If Counterparty is delivering Software under the Agreement, including any Order issued thereunder, the terms "Goods" and "Deliverables" as used in the Agreement include the Software.

2. GRANT OF LICENSE

2.1 Software License. If Counterparty is delivering Software under the Agreement, including any Order issued thereunder, Counterparty hereby grants to Company and its Affiliates, with respect to Software not otherwise owned by Company, a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, transferrable, non-exclusive license to do the following (the "**Software License**"):

2.1.1 use such Software for Company's business purposes. Except if use of Software is expressly limited to identified computer terminals (in which case such Software may be used only on such computer terminals on which it was first installed or for which it is licensed), if the Agreement or applicable Order limits the use of the Software to a specific number of terminals, Company shall have the right to use such Software on any computer terminals in its discretion provided it does not use it on more than the

specified number of terminals at one time. Notwithstanding the foregoing, to the extent use of such Software is so limited, in the event of malfunctioning or replacement of one or more of the originally identified computer terminals, Company may transfer the Software to another computer terminal. In each such event, Company shall provide Counterparty with notice of such transfer. In the event that the Agreement or applicable Order provides for a fixed number of Authorized Users of the Software License, the Software must not be used at any point in time by more than the number of Authorized Users specified in the Agreement or applicable Order; provided, however, that Company may increase or decrease user licenses subject to the Change Order process, if applicable, or amendment terms set forth in the Agreement;

2.1.2 make copies of the Software for backup, archival, and disaster recovery purposes and use such copies for those purposes. To the extent Counterparty's proprietary or copyright notice has been provided to Company by Counterparty in writing, Company shall reproduce and include such notice on such copies of the Software. If such proprietary notice appears in machine-readable form, Company shall make reasonable efforts to reproduce such notice in such form;

2.1.3 merge or interface any machine readable form of the Software licensed hereunder with any other software to form an enhanced, improved, updated or otherwise modified software program (each such modified software program, a "**Company Enhancement**"). Counterparty shall have no rights to any Company Enhancement, including without limitation the rights to use or receive any such Company Enhancement. However, all Software included in any such Company Enhancement shall remain subject to the terms and conditions hereof; and

2.1.4 use and modify the Software to generate, develop or compose software programs which do not include or contain any part of the Software licensed hereunder (each, a "**Generated Program**"), and to use, copy, modify, perform, transmit, access, sell, license, distribute and otherwise exploit such Generated Programs and to license others to do any of the foregoing. Company shall own all such Generated Programs and shall have no liability or obligation to Counterparty relative to the composition, use, sale or other disposition of such Generated Programs.

2.2 SaaS License. If Counterparty is delivering SaaS under the Agreement, including any Order issued thereunder, Counterparty hereby grants to Company and its Affiliates a worldwide, fully paid-up, royalty-free, non-exclusive license to use and access the SaaS during the Term of the Agreement or applicable Order ("**SaaS License**").

2.3 License Use Limitations and Restrictions.

2.3.1 License Use Limitations. Any License granted hereunder is subject to the following use limitations:

(i) the License may only be used by an Authorized User;

(ii) if, and only to the extent, the Agreement or applicable Order requires the identification of Authorized Users by name, the License may only be used by the named Authorized Users identified by Company (whether in the Agreement or applicable Order or in a written notice (email notification permitted) to Counterparty provided concurrently with or after the Effective Date of the Agreement or applicable Order); and

(iii) if, and only to the extent, the License is subject to a concurrent use limitation, the License must not be used at any point in time by more than the number of concurrent Authorized Users specified in the Agreement or applicable Order.

2.3.2 License Restrictions. Except as otherwise permitted in the Agreement or applicable Order, Company shall not:

(i) publish, copy, rent, lease, or lend the Software, or as applicable, the SaaS;

(ii) transfer the Software, or as applicable, the SaaS; or

(iii) reverse engineer, decompile, or disassemble the Software, or as applicable, the SaaS, or attempt to do so, except and only to the extent that the foregoing restriction is permitted by Applicable Law or by licensing terms governing the use of open-source components that may be included with the Software, or as applicable, the SaaS.

3. PROPRIETARY RIGHTS

3.1 Counterparty Retained Rights. Nothing contained herein shall transfer from Counterparty to Company rights of ownership or title (including without limitation applicable patent, copyright and trade secret rights) to Software or, as applicable, the SaaS licensed to Company under the Agreement or applicable Order. Notwithstanding anything herein or in the Agreement to the contrary and for the avoidance of doubt, Software and SaaS licensed hereunder shall at all times be deemed Counterparty Materials and Counterparty is the sole and exclusive owner of its Software and SaaS.

3.2 Company Retained Rights and Rights to Results Generated. Nothing contained herein shall transfer from Company to Counterparty rights of ownership or title (including without limitation applicable patent, copyright and trade secret rights) to any and all data, materials and information, including, without limitation, files; documents; content; databases; datasets; reports; records; personal data; AI-generated outputs, models, training data and related metadata; and intellectual property ("**Company Data**") submitted, inputted, uploaded or otherwise transferred by or on behalf of Company or its Affiliates to the Software or, as applicable, the SaaS. Company shall own all rights, title and interest in and to any and all results and other output generated through use of the Software or SaaS ("**Results**"). Company Data and Results shall at all times be deemed Company's Confidential Information and Company Materials.

4. MAINTENANCE SUPPORT SERVICES

4.1 Software Maintenance Support. If the Software purchase price set forth in the Agreement or applicable Order includes (or Company has purchased separately) Software maintenance support services, Counterparty shall, at a minimum, provide to Company (at no additional cost) the following:

4.1.1 all additions, upgrades or modifications to such Software;

4.1.2 off-site telephone support, in the form of consultations, assistance and advice on the use and maintenance of such Software, all of which shall be provided to Company promptly after each of Company's requests (but in no event later than as set forth in the applicable service levels, if any). Except as expressly agreed to otherwise by Company, such telephone support shall be available to Company at a minimum from Monday through Friday, 8 a.m. to 5 p.m., Pacific Time ("**Company's Normal Business Hours**"); and

4.1.3 to the extent such problems in the Software are not corrected promptly through off-site telephone support, Counterparty shall provide on-site service on a date(s) mutually agreed to by the Parties.

4.2 SaaS Maintenance Support. If Counterparty is delivering SaaS under the Agreement or applicable Order, during the Term of the Agreement or applicable Order, and at no additional cost to Company, Counterparty shall provide the maintenance support services set forth in the Agreement or applicable Order. Such maintenance support services shall, at a minimum, include general maintenance of the SaaS and the application of updates (e.g., a hotfix, patch, security update, or minor version update) and upgrades (e.g., a major version upgrade). Counterparty shall provide Company with at least 10 business days' advanced notice of any upgrade or non-security related update that is likely to affect availability of the SaaS. Counterparty shall use best efforts consistent with standards generally observed in the industry for similar software as a service to minimize disruption to Company's or its Affiliates' use of the SaaS, which shall include, without limitation, where feasible, performing maintenance of the SaaS outside of Company's Normal Business Hours.

5. ADDITIONAL REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Counterparty. Without limiting Counterparty's representations and warranties in the Agreement, Counterparty further represents and warrants to Company that Software, or as applicable, SaaS shall:

5.1.1 conform to the Agreement and applicable Order, including without limitation the performance standards, specifications and descriptions set forth therein (including any service levels set forth in the Agreement and applicable Order);

5.1.2 conform to the descriptive literature or catalogs provided to Company in connection with Software, or as applicable, the SaaS, and to any other performance capabilities, characteristics, specifications, functions and other descriptions and standards pertaining to Software, or as applicable, the SaaS represented in any manner by Counterparty; and

5.1.3 conform to the standards generally observed in the industry for similar software or, as applicable, software as a service.

6. TAXES

6.1 Company will not be responsible for or pay to Counterparty any state sales tax with respect to Software or, as applicable, SaaS, delivered to Company through remote telecommunications or if any license hereunder is otherwise exempt from state sales tax.

SOFTWARE REQUIREMENTS SCHEDULE

This Software Requirements Schedule ("**Schedule**") supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

1. DEFINITIONS

1.1 "**Software**" shall mean the software programs provided hereunder, including without limitation the firmware, object code, source code and media, in machine readable and printed form, and any improvement, addition, modification or new version thereof.

2. APPLICATION AND SOFTWARE SECURITY

2.1 In addition to Counterparty's other obligations under the Agreement, including without limitation, Counterparty's confidentiality and security obligations, Counterparty shall maximize the security of Software according to the terms of this Schedule.

2.1.1 Counterparty will, at no additional cost to Company, develop secure Software via a Secure By Design approach. For purposes of this Schedule "**Secure By Design**" means that the Software minimizes security flaws based upon security principles and practices that include:

(i) Validate Input - Counterparty will consider all input to be malicious and validate it before processing.

(ii) Sanitize/Encode Output - Counterparty will ensure that all data sent to other systems must be sanitized before being passed on to other systems.

(iii) Default Deny - Access is based on permission, not exclusion; thus, only users with permission should be granted access to a system.

(iv) Fail Securely - An exception must follow the same path as disallowing the action.

(v) Maintain Separation of Duties - Permission is not granted based upon a single condition.

(vi) Verify all user authentication and authorization – Counterparty shall ensure that security control mechanisms are implemented to authenticate the identity of the user. After the user is authenticated, the security control mechanism must also ensure that the user's access rights to the data must be limited to only the user's authorized access level.

(vii) Least Privilege - Every process should execute with the least set of privileges necessary to complete the job. Any elevated permission should be held for a minimum time.

(viii) Secure the weakest link.

(ix) Secure defaults – Counterparty shall ensure that any unneeded services and accounts are disabled.

(x) Keep attack surface area to a minimum.

(xi) Require system access validation when request is initiated by an external system – Counterparty shall treat all external systems and data as hostile and validate all access and inputs.

2.1.2 Prior to implementing Software releases, including new Software features and functionalities, and (i) at least once each calendar year thereafter or (ii) more frequently as reasonably requested by Company or when additional security risks or vulnerabilities are identified by OWASP or SANS (defined below), Counterparty shall have a Third Party Security Assessment Company (defined below) conduct an application security assessment review to identify within the Software (including all releases and functionalities thereof) common security flaws in the architecture or design and security vulnerabilities, including without limitation those security flaws and vulnerabilities as identified by the industry-recognized standards (each a "**Security Assessment**"). Such industry-recognized standards include without limitation, Open Web Application Security Project (OWASP) Top 10 (the most recent edition, but in no event earlier than the 2017 edition) and SysAdmin, Audit, Networking, and Security Institute (SANS) Top 25 software security risks. A "**Third Party Security Assessment Company**" means an independent third party, agreed to in writing by Company, specializing and having expertise in software security testing and assessments similar to the Security Assessments. Within 2 days' after completion of each Security Assessment, Counterparty shall submit to Company in writing Counterparty's complete and detailed description of all actions Counterparty will undertake to remediate all vulnerabilities identified in each Security Assessment that are rated at medium or higher according to Common Vulnerability Scoring System (CVSS) v3.0 severity>= 4.1. Counterparty shall remediate all such vulnerabilities prior to the release of new versions of the Software to production environments and, for any version of the Software that is then currently in production, within 7 days of (a) completion of a Security Assessment, (b) Counterparty receiving a request from Company, or (c) any actual or reasonably suspected security vulnerability, including without limitation those security flaws and vulnerabilities as identified by industry-recognized standards.

2.1.3 Counterparty shall maintain all developed artifacts (including version history) in a secure private code version system, ensure no part of the Software code is made public (including without limitation not hosted on public code repositories), and upon Company's reasonable request, surrender developed code to Company at the end of Software development for maintenance and holding with Company's code repository which Company will make available to Counterparty upon commencement of Software development.

2.1.4 Each Security Assessment shall include without limitation: (i) An architectural risk analysis/threat model; (ii) Code review - Static Application Security Testing (SAST) - of the Software and Services; (iii) Open source libraries and component management; (iv) Open source security validation; (v) Software Bill of Materials (SBOM) supplied in Software Package Data Exchange (SPDX) or CycloneDX file format; and (vi) Penetration test of the Software.

2.1.5 Counterparty represents and warrants to Company, and will verify, that, as of the Effective Date of the Agreement and throughout the Term of the Agreement, all Counterparty Representatives who contribute to the development or maintenance of the Software have been trained in application security fundamentals and secure coding and programming techniques prior to Counterparty Representatives engaging in development of Software.

EMPLOYMENT REQUIREMENTS SCHEDULE

This Employment Requirements Schedule supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In addition to requirements set forth in the Agreement, Counterparty shall meet and comply with the terms of this Employment Requirements Schedule.

1. COMPLIANCE WITH U.S., STATE, AND LOCAL LAWS; IMMIGRATION LAWS. Counterparty represents, warrants and covenants that it will comply with all U.S. laws regulating the performance of Services, including, without limitation, the following laws governing its employment of personnel who provide services to Company: (i) Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act and Executive Order 11141, the Equal Pay Act, the Americans With Disabilities Act ("**ADA**") and Sections 503 and 504 of the Rehabilitation Act of 1973, and any other federal, state or local laws prohibiting discrimination, harassment, and/or retaliation in employment; (ii) Employee Retirement Income Security Act of 1974, Family and Medical Leave Act of 1993, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Patient Protection and Affordable Care Act ("**PPACA**") and any other similar federal, state or local laws; (iii) all laws governing or related to the payment of wages, including but not limited to the Fair Labor Standards Act of 1938 and any state or local laws governing the amount, time, place, and manner of wage payments during employment or at termination, and all other wage and hour laws, including but not limited to those governing the provision of accurate itemized wage statements, expense reimbursement, paid time off, and other obligations; (iv) the Fair Credit Reporting Act, and all other federal, state, and local laws related background checks; (v) all federal and state tax laws, and laws related to unemployment, disability, and workers' compensation insurance; and (vi) any other laws regulating employment. With respect to each such law Counterparty shall both perform services and maintain and preserve documents related to the performance of services as the law requires. With respect to the ADA, Counterparty agrees to (a) consult with Company regarding any request for accommodation by any Counterparty Representative; and (b) if Company agrees that an accommodation is warranted under applicable law (which agreement shall not be withheld unreasonably), such accommodation shall be provided to such Counterparty Representative and Counterparty shall reimburse Company or pay directly as requested by Company all costs, expenses and other liabilities associated with such accommodation. Counterparty shall employ only persons authorized to work in the U.S. in connection with services under this Agreement, in compliance with all Applicable Laws including without limitation those related to immigration, such as the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigrant Reform and Immigrant Responsibility Act of 1996, as amended. Counterparty shall be responsible for verifying the employment status of each person employed to perform services for Company, and for obtaining and maintaining the "I-9" and any other documentation required for any of its employees.

In addition, but also only if applicable, Counterparty shall abide by the requirements of 41 C.F.R. §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran and/or disability status. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and protected veterans.

CONTRACT WORKER AGREEMENTS. Unless Company notifies Counterparty otherwise, Counterparty shall cause any and all persons performing services for Company under any Agreement to sign: (i) an Engagement Guidelines agreement prior to any performance of such services, expressly acknowledging, among other things, that such Counterparty employee is not eligible for and shall not receive any of the benefits that Company may make available to its employees, including without limitation, any employee benefit plans, policies or programs of Company, including (without limitation) group term life insurance or group health benefit plans, workers' compensation, disability insurance, vacation, sick pay, profit-sharing, stock option, stock purchase or other stock-based compensation plans, retirement benefits or 401(k); (ii) with respect to Services that include providing personnel to augment Company's staffing, an arbitration

agreement; and (iii) if supporting Company's Research and Development or Operations departments, a proprietary information agreement (collectively, the "**Contract Worker Agreements**"). Such forms of Contract Worker Agreements may be updated by Company from time to time by written notice to Counterparty and, after each such notice, Counterparty shall cause any and all persons who have not already signed Contract Worker Agreements to sign the most up-to-date forms of the Contract Worker Agreements. If and as requested by Company in writing, Counterparty shall cause its existing representatives to sign the Contract Worker Agreements. Counterparty will retain copies of the Contract Worker Agreements executed by each Representative for at least 6 years after the Representative ceases providing services to Company (i.e., 6 years after a Representative's assignment for Company concludes). Counterparty shall also require all Representatives who perform services on-site at Company or through access to Company's information technology systems to comply with all of Company's then-current access rules and procedures, including, without limitation, those rules and procedures pertaining to storage, safety, information technology systems, security, and confidentiality, and instructions related thereto given by Company's employees or security personnel.

MARKET AND CUSTOMER RESEARCH SCHEDULE

This Market and Customer Research Schedule supplements (and is not intended, and shall not be interpreted, to limit the terms of the Agreement) and is governed by the terms and conditions of the Agreement to which it is attached. For purposes of this Market and Customer Research Schedule, the term "**Counterparty**" shall refer to the "Provider" or other defined term used in the Agreement to refer to the Party performing Services for or providing Goods to Company or its Affiliates. Any and all defined terms not otherwise defined herein shall have the meanings set forth in the Agreement.

Counterparty shall comply with the terms and conditions of this Market and Customer Research Schedule to the extent Counterparty's performance hereunder includes any activity involving Market Research, defined herein. "**Market Research**" is an activity involving the active, Company-controlled collection of primary data or information directly from a defined audience of interest for which Company has a legitimate business or scientific need, and it involves actively recruiting participants (as opposed to passive collection of information (e.g., social media monitoring, including questions on a website tied to viewing of promotional or disease state information)).

1. Counterparty shall prohibit any Covered Individual and Entity, to participate in any portion of the Services that includes Market Research until the Covered Individual and Entity has executed an agreement with Counterparty ("**Participant Agreement**") that complies with the following requirements: (i) the Participant Agreement must set forth the compensation to be paid to any such Covered Individual and Entity; (ii) if applicable, the Participant Agreement must address the issues raised by non-anonymous Market Research, Market Research conducted over the Internet or in other formats, adverse event and product complaint reporting, or Market Research involving individually identifiable health information as defined in HIPAA or similar applicable privacy and data protection laws (for purposes of this Market and Customer Research Schedule, hereafter referred to as "**IIHI**"); and (iii) the Participant Agreement must be executed when the Covered Individual or Entity or any of its personnel arrives at the location of an in-person research project, or on-line prior to completing any Internet-based survey.

2. Counterparty shall not make payment to any participant in Market Research until such participant has signed the Counterparty's Participant Agreement, if applicable, and satisfactorily performed its obligations related to the Market Research.

3. Counterparty shall conduct the research project consistent with ESOMAR or other applicable foreign country codes of conduct, specifically electronic equipment (taping, recording, photographing) and one-way viewing rooms may be used only with the full knowledge of the Market Research participants.

4. Counterparty shall not identify Company or any of its affiliates as the sponsor of any Market Research, unless otherwise consented to by Company. Except for Market Research which may require Company's representatives to present material or stimuli (e.g., a mock core visual aid demonstration), Counterparty and its Representatives will not permit any Company field sales representatives to attend any interviews or focus groups conducted as part of any Market Research. Additionally, Counterparty shall not allow direct engagement or interaction between market research participants and any Company representatives, regardless of their role and/or organizational alignment.

5. Counterparty will abide by the restrictions on the use and disclosure of IIHI found in (i) HIPAA, (ii) the Health Information Technology for Economic and Clinical Health Act and its implementing regulations, and (iii) any and all applicable domestic and foreign laws, regulations, rules and industry standards related to consumer protection or the collection, storage, handling, processing and transfer of IIHI.

6. Counterparty will provide patient level information to Company (i) in a format that is aggregated and de-identified in compliance with the de-identification standards set forth in applicable privacy and data protection laws, including the HIPAA regulations (45 C.F.R. § 164.514), so that Company is unable to

identify individual patients or (ii) pursuant to a valid, signed authorization in compliance with the standards set forth in the HIPAA regulations (45 C.F.R. § 164.508) or applicable privacy and data protection laws, which authorization and any modifications thereto shall permit (a) disclosures from Counterparty to Company or its agents and representatives of the individual's IIHI as required by and in accordance with the Services and (b) Company's use of such IIHI for, at a minimum, the purposes of the project(s) being performed hereunder, including for the purpose of monitoring the accuracy and completeness of the research data.

7. Counterparty shall not use any materials as a stimulus for participants during the research project, including but not limited to, marketing materials, prescribing information, discussions guides, surveys, screening criteria or other materials of a similar nature ("**Project Materials**"), unless the Project Materials have received written approval from the Company for that particular research project.

8. To the extent the Services require Counterparty to ask physicians to recruit participants for Market Research, Counterparty shall ensure that such patient recruitment is conducted in a manner consistent with clauses (5) and (6) of this Section.

9. With respect to adverse event and product complaint reporting, Counterparty shall conduct Market Research in accordance with (i) Company's safety and adverse event and product complaint reporting policies and procedures (as each may be revised from time to time) that are applicable to Counterparty's performance or obligations hereunder and of which Counterparty is aware including without limitation Company's Corporate Adverse Event and Product Complaint Reporting Policy, Safety Requirements Appendix for Market Research (http://amgensuppliers.amgen.com/market-research-safety-reporting-training/market-research-master-data.html) and (ii) any and all safety and adverse event and product complaint reporting training provided to Counterparty by or on behalf of Company.

10. Counterparty shall ensure that no materials containing Confidential Information are left behind or otherwise provided to participants in Market Research; and, where Company consents to any such disclosure, Counterparty shall take all reasonable steps to protect such information as Company deems reasonably necessary, including requiring participants to execute confidentiality agreements acceptable to Company.

11. Counterparty's market investigators are members of, and adhere strictly to a professional code of ethics, under, the Society of Competitive Intelligence Professionals and Counterparty's own code of conduct. Such code of ethics forbids breaching an employer's guidelines, breaking the law or misrepresenting oneself in the performance of its services. Counterparty shall perform the services contemplated hereunder according to such code of ethics. In the event that Company requires additional or more stringent restrictions, Counterparty shall subscribe to such restrictions in the performance of its Services. Counterparty shall not use unethical methods, which undermine trust, foster unhealthy competition, or pose unnecessary legal or public relations risks to Company. This, without limitation, includes engaging in acts which would qualify as economic espionage under the Economic Espionage Act of 1996, or which would violate any other federal or state laws applicable to obtaining information.

[Remainder of Page Intentionally Blank]