

CONSULTING AND PROFESSIONAL SERVICES
WORKSENSE™ SOW PROGRAM MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is effectively dated as of September 30, 2019 (the "Effective Date") by and between Johnson & Johnson Services, Inc., a New Jersey corporation with offices at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 ("JJSI"), and Mareana Inc, a Delaware corporation with offices at 190 Witherspoon Street, Princeton NJ 08542 ("Service Provider").

WHEREAS, Service Provider is in the business of providing consulting IT services and deliverables associated therewith ("Services"), and JJSI and certain affiliates of JJSI may want to engage Service Provider from time to time to provide some or all of such Services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

CERTAIN DEFINITIONS:

The following terms shall have the meanings indicated when used in this Agreement or any amendment hereto:

- (a) **"Buyer Materials"** shall have the meaning set forth in Section 6(f).
- (b) **"Intellectual Property Rights"** shall mean patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority.

1. SUPPLY OF SERVICES; PERSONNEL

(a) During the term of this Agreement, upon the issuance of a statement of work, in the form of the one attached hereto as Exhibit C, or other similar document, or a purchase order, (each referred to herein as a "Statement of Work" or "SOW") by JJSI or an affiliate of JJSI (as applicable pursuant to and as set forth in such Statement of Work, "Buyer") and acceptance by Service Provider, Service Provider shall provide Services in accordance with Exhibit A attached hereto and all other provisions of this Agreement and as may be more specifically set forth in such Statement of Work. Service Provider agrees that each Buyer acts on its own behalf only and that no Buyer shall be liable for any other Buyer under any circumstances in connection with this Agreement or any Statement of Work that is not signed or issued by that Buyer.

(b) The parties agree that there are no minimum purchase requirements under this Agreement and the relationship between Service Provider, JJSI and its affiliates is not one of exclusivity.

(c) The parties agree that this Agreement and any relevant Statements of Work are intended to govern Services provided within the United States. If Service Provider provides Services under a Statement of Work outside of the United States, Service Provider shall comply with the requirements set forth in Exhibit I attached hereto pertaining to Compliance with Anti-Corruption Laws if Service Provider provides Services as an intermediary on behalf of Buyer under a Statement of Work and may interact with a health care professional or government official in the normal course of providing Services.

(d) If JJSI or any JJSI affiliate acquires, consolidates or merges with a non-related entity that has a valid contract with Service Provider, for similar services as stated herein ("New Affiliate"), Service Provider agrees that New Affiliate may elect to have such services governed by the terms of this Agreement for such services, whereby Service Provider agrees that the terms of New Affiliate's prior agreement between Service Provider and New Affiliate shall immediately terminate and be of no further force and effect.

(e) Service Provider shall perform, at Service Provider's expense, background screenings on its personnel providing Services under a Statement of Work on the Premises (as defined in Section 7) in accordance with Buyer's requirements set forth in Exhibit B attached hereto.

(f) Service Provider shall not assign its personnel to provide Services pursuant to a Statement of Work hereunder if such personnel is, at the time of commencement of any assignment (i) receiving severance benefits from JJSI or any JJSI affiliate, or (ii) retired from JJSI or any JJSI affiliate within six (6) months from the commencement of such assignment (unless such commencement date is in the calendar year after such personnel's retirement date from JJSI or an affiliate of JJSI). Service Provider shall be responsible for obtaining the information necessary from its personnel to comply with this Section 1(f).

(g) Buyer reserves the right to request for any commercially reasonable and lawful reason whatsoever the removal or reassignment of any of Service Provider's personnel assigned by Service Provider to work on Buyer's account/Services in connection with this Agreement or any Statement of Work, which right shall not relieve Service Provider of any responsibility it has for the provision of Services. Service Provider shall as soon as possible thereafter provide replacement personnel satisfactory to Buyer. Service Provider shall not, however, leave any position(s) without staffing acceptable to Buyer during any replacement assessment period(s).

2. TERM; TERMINATION

(a) This Agreement shall be effective from the Effective Date through September 29, 2022, unless sooner terminated as provided herein or mutually extended by both parties.

(b) Either party to this Agreement or to any Statement of Work may terminate the respective Agreement or Statement of Work at any time if the other party is in default of its material obligations under this Agreement or any such Statement of Work and such default is not cured within ten (10) days after the defaulting party receives written notice thereof from the party seeking to terminate this Agreement and/or such Statement of Work; provided however, there shall be no cure period for a default that (i) is the result of gross negligence or willful misconduct, (ii) cannot reasonably be cured, in the reasonable opinion of the party seeking termination, or (iii) results in irreparable or continuing harm to the party seeking to terminate this Agreement and/or Statement of Work. Notwithstanding any termination of this Agreement and/or any Statement of Work as a result of a default by the other party, the terminating party shall be entitled, in accordance with applicable law, this Agreement and the Statement of Work, to recover all damages sustained by it as a result of the other party's default.

(c) JJSI may terminate this Agreement at any time upon thirty (30) days written notice to Service Provider. Buyer may terminate any Statement of Work at any time upon written notice to Service Provider. Any incomplete Statements of Work shall survive termination or expiration of this Agreement until the conclusion of such Statement of Work unless such Statement of Work is earlier terminated.

(d) Immediately upon Service Provider receiving a notice to terminate this Agreement or any Statement of Work, as the case may be, (i) the parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process, (ii) Service Provider shall promptly provide to Buyer, in the format requested by Buyer, all Buyer Materials prepared pursuant to any such Statement of Work (in the state of completion or non-completion in which they exist on the date of termination of the Statement of Work), including any work-in-progress, co-developed intellectual property and Confidential Information (as defined in Section 6), and (iii) Service Provider shall cease all work in connection with such Statement of Work upon the effective date of such termination and comply with any directions given by Buyer in such notice that are in accordance with the applicable Statement of Work and this Agreement. Buyer shall pay Service Provider in accordance with such Statement of Work and this Agreement for Services provided through the termination date set forth in such Statement of Work termination notice.

(e) Any expiration or termination of this Agreement or any Statement of Work shall not release any party from any liability which at such time had already accrued or thereafter accrues from a breach or default prior to such expiration or termination nor affect the survival of any right, duty or obligation of any party that is stated to survive termination or expiration or by its nature survives termination or expiration. The following Sections of this Agreement shall survive termination or expiration/completion of any Statement of Work and this Agreement: this Section 2(e), Sections 5 and 6, Sections 8-14, Section 18, and Sections 23-26 (including the Exhibits referenced and incorporated therein).

3. CHANGES TO SERVICES

(a) Service Provider may introduce changes to Services in a Statement of Work provided that Service Provider prepares a change order in the form substantially of that in Exhibit D attached hereto for any proposed changes to Services and sends such change order to Buyer for written approval prior to Service Provider implementing any such changes. The change order shall set forth in detail the effect(s) (if any) of the proposed changes on Services with respect to quality, price, and timing. Buyer shall have the right, in its sole discretion, to (i) reject any such changes proposed by Service Provider and continue to receive Services in effect at such time or (ii) seek any changes that are mutually acceptable to both parties and modify and finalize the change order accordingly.

(b) Buyer shall be entitled to introduce changes to Services at any time by informing Service Provider of such requested changes. Within five (5) business days of Service Provider's receipt of Buyer's requested changes, Service Provider shall prepare a change order as stated in Section 3(a) above setting forth in detail the effect(s) (if any) such requested changes will have on Services with respect to quality, price, and timing. If a change order reflects any proposed change in quality, price, or timing that is not satisfactory to Buyer, Buyer shall have the right, in its sole discretion, to (i) reject any such proposed changes and continue to receive Services in effect at such time or (ii) seek any changes that are mutually acceptable to both parties, and modify and finalize the change order accordingly.

(c) Except as provided in this Section 3 or in an amendment to this Agreement or applicable Statement of Work executed by the applicable parties, no order, statement or conduct of Buyer shall be considered to be an acceptance of any proposed change in Services or entitle Service Provider to any type of equitable adjustment.

4. PRICE AND PAYMENT

(a) The pricing for Services (including any rebates and discounts) and level of reimbursements Buyer shall make for approved travel and out-of-pocket expenses shall be as set forth in Exhibit A attached hereto and/or an applicable Statement of Work for Services stated therein and in accordance with this Section 4.

(b) Service Provider shall use an electronic "invoicing" reporting system provided by JJSI ("Invoicing System") to enter all Services provided, time spent and/or milestones reached ("Invoice Data") for Services provided under a SOW. Service Provider is responsible for obtaining the necessary information for Service Provider to complete and enter all Invoice Data and shall enter such Invoice Data into the Invoicing System no later than sixty (60) days after Service Provider has completed Services to create such Invoice Data and shall not attempt to enter any such Invoice Data or make a claim for payment for any Services provided by Service Provider prior to both parties executing a Statement of Work for such Services.

(c) Service Provider acknowledges that it shall not be compensated if it does not follow the Invoicing System requirements set forth herein and in any additional communication regarding same provided by JJSI or JJSI's third party Invoice Data processing and/or paying agent ("Processing Agent"), which is currently Kelly Services, Inc. Payment terms will be net 60 days after Service Provider appropriately inputs such Invoice Data into the Invoicing System and Buyer confirms and approves same, provided however, the actual payment to Service Provider from Buyer or Processing Agent will not be made until the next scheduled payment run as set forth at www.ap.jnj.com. Notwithstanding anything herein or in a SOW which may be to the contrary, Service Provider acknowledges that Buyer (either directly or through its Processing Agent) shall only be responsible for compensating Service Provider for Services provided under a SOW based on the pricing terms set forth in this Section 4 and applicable SOW, less 1.95% of Total Fees for such Services as stated in such SOW. In the event Service Provider disputes any payment made under a SOW in accordance with this Section 4, Service Provider shall provide notice to JJSI or its Processing Agent (if Service Provider received payment from Processing Agent) of such dispute within thirty (30) days of receipt of the payment of which it is disputing. Service Provider further acknowledges and agrees that, notwithstanding anything which may be to the contrary herein or in any SOW, (i) Processing Agent has no obligation to remit any payment due to Service Provider under an applicable SOW until and unless Processing Agent receives the funds from Buyer which are necessary to remit such payment to Service Provider, and (ii) this Section 4(c) shall not be modified by any contrary term in a SOW stating otherwise. In the

event of any conflict between this Section 4(c) and any other provision of this Agreement or any SOW, this Section 4(c) shall govern and control.

(d) Except for Invoice Data, approved by Buyer in accordance with this Agreement and/or in the applicable Statements of Work, Buyer shall not be responsible for any other charges or expenses of Service Provider or any mark-ups on any expenses of Service Provider, unless expressly stated in an amendment to this Agreement signed by the parties or a result of a change order approved in accordance with Section 3 above. In the event Service Provider's personnel changes during the provision of Services, Service Provider shall not charge Buyer for any time required for any such replacement personnel to be trained to provide or become familiar with Services, whether or not the replacement is requested by Buyer pursuant to Section 1(g) of this Agreement.

5. WARRANTIES

(a) Service Provider represents and warrants the following:

(i) Services shall be provided in accordance with and conform to the terms of this Agreement, the applicable Statement of Work and any applicable industry standards and practices.

(ii) Services shall be provided by qualified personnel reasonably skilled and trained in the provision of Services and in a workmanlike and professional manner.

(iii) Service Provider (including, without limitation, Services, Service Provider Materials, and Buyer Materials), and the use of Service Provider Materials and Buyer Materials by Buyer, shall not infringe or misappropriate any Intellectual Property Rights or violate any duty of confidentiality Service Provider has to a third party.

(iv) Service Provider shall comply with, and Services shall be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to the environment, occupational safety and health administration, labor, employment, employee benefits, tax, anti-corruption such as the U.S. Foreign Corrupt Practices Act, and any permits, licenses and certifications Service Provider is required to have, governing Services provided.

(v) Service Provider, its personnel, and agents assisting Service Provider in providing Services are not subject to exclusion from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act or debarment by the U.S. Food and Drug Administration under 21 U.S.C. 335a or any other federal or state program or law which would preclude Service Provider, its personnel, or agents from providing Services or Service Provider from contracting for Services. If Service Provider, its personnel, and/or agents assisting Service Provider in providing Services fail to satisfy one or more of the requirements set forth in this paragraph at any time during the term of this Agreement, Service Provider must notify JJSI in writing within ten (10) days of any such change in status, and upon receipt of such notice, JJSI shall have the right to terminate this Agreement, and Buyer shall have the right to terminate any Statement(s) of Work.

(vi) Service Provider shall withhold, report and pay, as may be required by law, (i) all applicable federal, state, local and foreign taxes, amounts, assessments or charges assessed against or measured by Service Provider's gross receipts, income, wages or salaries of Service Provider's personnel or similar taxes, (ii) all applicable federal, state local and foreign taxes, duties, assessments or charges, assessed against or measured by the importation or transportation of materials, supplies, tools, parts, machinery or equipment provided, used or consumed in the provision of Services, and (iii) all workers' compensation, unemployment insurance and other similar taxes and contributions with respect to Service Provider's personnel.

(viii) Neither Service Provider nor its personnel have any right to participate, and will not seek to participate, in any of JJSI's, Buyer's, or their affiliates' benefit plans, nor shall Service Provider or any Service Provider personnel be entitled to receive any benefits under any employee benefit plan or program of any kind maintained by JJSI or Buyer or their respective parents, predecessors, successors, subsidiaries, affiliates, divisions, assigns or partnerships in which it is a partner (each a "JJSI/Buyer Entity"), unless such benefits had already been

earned by Service Provider personnel as a former employee or retired employee of a JJSI/Buyer Entity and then such shall only be received in accordance with the JJSI/Buyer Entity policies regarding same.

(ix) Service Provider maintains and regularly updates a disaster recovery and/or business continuity plan ("Plan") that details how Service Provider will recover from a disaster and/or unexpected event and resume or continue operations and continue to provide Services and perform its obligations under this Agreement. Service Provider shall provide its Plan to JJSI upon five (5) business days request.

(x) Service Provider (a) has the full right, power and authority to enter into this Agreement and all Statements of Work hereunder without the consent of a third party, and (b) is currently under no obligation to any third party, nor will it enter into any obligation with a third party, that could interfere with its providing Services under a Statement of Work.

(xi) Service Provider shall comply with the Data Safeguards provisions attached hereto as Exhibit E.

(xii) Service Provider shall comply with the Protection of Personal Information provisions attached hereto as Exhibit F.

(xiii) If Services provided pursuant to a Statement of Work involve the engagement of a Health Care Professional (as defined in Exhibit J) Service Provider shall provide such Services in accordance with the provisions set forth in Exhibit J attached hereto.

(xiv) In performing under this Agreement, Service Provider agrees to adhere to the Johnson & Johnson Responsibility Standards for Suppliers (posted on JNJ.com: Responsibility Standards for Suppliers; <https://www.jnj.com/partners/responsibility-standards-for-suppliers>).

(b) Without limiting any other rights Buyer may have, (i) Buyer shall have the right to review and/or test any deliverable produced under a Statement of Work for the functional requirements or acceptance criteria specified for such deliverable, and (ii) Buyer reserves the right to refuse any Services if Service Provider does not, or Services do not, conform to the requirements set forth in (a) above or as otherwise may be set forth in a Statement of Work. Service Provider shall use its best efforts to promptly cure, in a manner agreed upon by Buyer, any deficiencies of which Service Provider has been made aware, and after completing any such cure, Service Provider shall resubmit the deliverable for review and/or testing. Any applicable warranty period shall only commence after acceptance by Buyer. Acceptance of any part of Services shall not bind Buyer to accept any non-conforming Services simultaneously provided by Service Provider, nor deprive Buyer of the right to reject any previous or future non-conforming Services.

6. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

Confidential Information

(a) As used herein, "Confidential Information" as it pertains to Buyer (also referred to herein as "Buyer Confidential Information") shall include all information given to Service Provider by Buyer or its affiliates, or otherwise acquired, accessed or generated by Service Provider, in connection with this Agreement and/or any Statement of Work, and all information derived or generated therefrom, relating to Buyer or any of its affiliates or their respective businesses or personnel, including, without limitation, (i) information regarding any of the products, costs, processes, productivity or technological advances of Buyer or any of its affiliates, (ii) information that identifies or could be used to identify an individual, (iii) Files and Work Papers, as defined in the Records Management Section below, and (iv) the terms of any Statements of Work, including Services and any other information in connection therewith. "Confidential Information" as it pertains to Service Provider (also referred to herein as "Service Provider Confidential Information") shall include Service Provider Materials (as defined in Section 6(i) below), any proprietary and/or confidential information regarding Service Provider's and/or its affiliates' business or clients (including without limitation proprietary and/or confidential information disclosed in connection with requests for information or proposals or pre-engagement activities, regardless of whether Service Provider actually provides any Services as a result thereof and the terms of this Agreement and any Statements of Work.

"Confidential Information" as it pertains to JJSI and its affiliates shall include the terms of this Agreement and any information given to Service Provider or its affiliates by JJSI or any of its affiliates with respect to potential Services Service Provider may provide hereunder (including without limitation information given pursuant to requests for information or proposals), including any discussions between JJSI or any of its affiliates and Service Provider with respect thereto and all information derived or generated therefrom, regardless of whether Service Provider actually provides any such Services. With respect to obligations herein, "Disclosing Party" shall be known as the party that disclosed or provided access to its Confidential Information to the other party, its affiliates, or permitted subcontractors under this Agreement or any Statement of Work, and "Receiving Party" shall be known as the party receiving, acquiring, accessing or generating Confidential Information of the other party or its affiliates under this Agreement or any Statement of Work either directly or through its affiliates, or permitted subcontractors.

(b) Notwithstanding the foregoing, "Confidential Information" does not include the following information: (i) information that is or was independently developed by Receiving Party and without use of or reference to another party's Confidential Information, (ii) information that is or was received from a third party that did not have any confidentiality or other similar obligation to Disclosing Party or its affiliates with respect to such information; or (iii) information that is or becomes a part of the public domain through no fault of Receiving Party, its personnel, representatives or agents.

(c) Receiving Party shall not (i) use, reproduce, sell, assign, lease or otherwise dispose of or commercially exploit Disclosing Party's Confidential Information for any purpose other than to the extent necessary and contemplated in connection with any Statement of Work, (ii) disclose Disclosing Party's Confidential Information to any third party, including Receiving Party's affiliates, without the prior written approval of Disclosing Party (except that JJSI may provide to its affiliates as necessary in connection with Services), (iii) transfer, download or delete Disclosing Party's Confidential Information accessed on a party's computer systems or access or utilize Disclosing Party's Confidential Information on a party's computer system except as required or permitted under a Statement of Work, or (iv) allow personnel or agents of Receiving Party having access to Disclosing Party's Confidential Information to store such in their homes (except where such information is securely stored in a portable computer owned by JJSI, Buyer, or Service Provider). Notwithstanding the foregoing, Receiving Party may disclose Disclosing Party's Confidential Information to the extent such information is required to be disclosed by law, including, without limitation, pursuant to a subpoena; provided Receiving Party promptly (within five (5) days of receipt of a disclosure request) notifies Disclosing Party in writing of such requirement prior to any disclosure so that Disclosing Party can seek a protective order or similar relief in Disclosing Party's sole and absolute discretion.

(d) Receiving Party shall (i) use at least the same degree of care to protect Disclosing Party's Confidential Information that Receiving Party uses to protect its own proprietary information of a similar nature and value, but in all events shall use at least reasonable care and be in accordance with any data protection requirements set forth in this Agreement, (ii) restrict disclosure of Disclosing Party's Confidential Information to its personnel who have a need to know such information and shall take appropriate action by instruction, agreement or otherwise with respect to such personnel who are permitted access to Disclosing Party's Confidential Information to notify them of the obligations hereunder and be responsible for any actions of such personnel that would be in breach of this Agreement or any Statements of Work as if done by Receiving Party and (iii) return or destroy, as requested by Disclosing Party in accordance with Disclosing Party's destruction requirements as stated herein or in an applicable Statement of Work, all Disclosing Party's Confidential Information (originals and copies) upon Disclosing Party's request, but in any event no later than upon termination of this Agreement or completion of Services under any Statement of Work, as applicable except as required to be maintained pursuant to Section 24(d) herein below.

(e) Except as otherwise provided below in this Section 6, no right, title, interest or license to Receiving Party is either granted or implied under any Intellectual Property Rights by the disclosure of Disclosing Party's Confidential Information hereunder, and Receiving Party acknowledges that Disclosing Party is the exclusive owner of and has all rights to Disclosing Party's Confidential Information, including all Intellectual Property Rights therein.

Intellectual Property

(f) Subject to Service Provider's rights in Service Provider Materials, if any, set forth in Section 6(i), Buyer will be the exclusive owner of all deliverables, any improvements or works based on or derived from such deliverables, and any ideas, concepts, inventions, techniques, data, designs, information and technology, whether or not protected by patents, that Service Provider may conceive or first reduce to practice in connection with the provision of Services under any Statement of Work ("Deliverables") and all Intellectual Property Rights however conceived, generated, made, or reduced to practice, as the case may be, by Service Provider, either alone or jointly with others, which arise out of or relate to any Statement of Work (Deliverables and the Intellectual Property Rights with respect thereto are collectively referred to as, "Buyer Materials"). In the event Service Provider must incorporate any Service Provider Materials into such Deliverables which may be necessary for the full utilization of Buyer Materials by Buyer, Service Provider hereby grants to Buyer and its affiliates a worldwide, perpetual, irrevocable, royalty-free and paid-up, non-exclusive license to use, modify, distribute and license Service Provider Materials, insofar as necessary to enable Buyer to realize intended benefits and use of all Deliverables. Nothing herein grants or transfers to Buyer any ownership interest in Service Provider Materials, even if such Service Provider Materials are embodied in any Deliverables provided to Buyer. All such Service Provider Materials incorporated into Buyer Materials must be clearly identified by the parties in a signed writing (either in the applicable Statement of Work or otherwise prior to the completion of Services) as Service Provider Materials that will be incorporated into Buyer Materials in order for same to be recognized hereunder as Service Provider Materials.

(g) All copyrightable Buyer Materials created by Service Provider in connection with or during the provision of Services under any Statement of Work shall be considered a "work made for hire" for the applicable Buyer to the fullest extent permitted by law; and all right, title and interest therein, including worldwide copyrights, shall be the property of Buyer as the party specially commissioning said work. In the event that any said copyrightable work or portion thereof shall not be legally qualified as a "work made for hire," Service Provider agrees to assign and does hereby assign to Buyer all right, title and interest in and to said copyrightable Buyer Materials or portion thereof, including, without limitation, the worldwide copyrights, any applicable extensions and renewals thereof, and further including all rights to reproduce such work, to prepare derivative works, to distribute copies of the work and to perform and/or display the work and register the claim of copyright therein without royalty or any other consideration.

(h) At Buyer's request, Service Provider will execute any instrument, or obtain the execution of any instrument, including from any personnel, agent, or contractor, that may be appropriate, render any assistance as may be required, and provide Buyer all source code and other documents detailing the design and operation of Deliverables, in whatever format Buyer may reasonably require, to enable Buyer to publish or protect Buyer Materials by copyright, patent, or otherwise in any and all countries, and to vest title to Buyer Materials in Buyer or its nominees, their successors or assigns. If Service Provider fails to execute any instrument in accordance with this Section 6(h) within fifteen (15) days after a request by Buyer, Service Provider hereby appoints Buyer as Service Provider's attorney in fact for the sole purpose of executing any such instrument on behalf of Service Provider to Buyer. Service Provider shall also assist Buyer, at Buyer's expense and as Buyer may request, in any proceeding or litigation involving the rights in Buyer Materials. Further, Service Provider waives any moral rights or similar provisions of law that may be applicable to Buyer Materials, including without limitation, the rights of attribution and integrity as provided by federal copyright law, and any rights under droit moral, droit de suite, the Lanham Act and/or the law of unfair competition. To the extent any assignment of rights and ownership is invalid or any of the foregoing rights, may be inalienable, Service Provider agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, Service Provider hereby grants to Buyer and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import Buyer Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by Deliverables or a claim of any patent in any part of Deliverables.

(i) Buyer recognizes that Service Provider may have rights in certain materials, products, software, etc. developed or acquired by Service Provider prior to the Effective Date or independent of and apart from this Agreement ("Service Provider Materials"). In the event Service Provider provides Buyer and its affiliates with access to or use of Service Provider Materials solely in connection with and to realize the intended benefits of

Services during the term of the applicable Statement of Work, Service Provider hereby grants to Buyer and its affiliates a worldwide, royalty-free and paid-up, non-exclusive enterprise-wide license to access and use such Service Provider Materials in connection with Services received under the applicable Statement of Work. All such Service Provider Materials provided to Buyer solely for use in connection with and to realize the intended benefits of Services during the term of the Statement of Work must be clearly identified by the parties in a signed writing (either in the applicable Statement of Work or otherwise prior to completion of Services) as Service Provider Materials in order for same to be recognized hereunder as Service Provider Materials.

(j) Without limiting any of the foregoing, if Service Provider Materials include software ("Software"), documentation, courseware, content and related materials that Service Provider provides or otherwise makes available to Buyer for remote use through the Internet (collectively, the "Web Service") in connection with Services under a Statement of Work, then during the term of such applicable Statement of Work, Service Provider also hereby grants to Buyer and its affiliates a worldwide, royalty-free and fully paid-up, non-exclusive, enterprise-wide right and license to execute, perform, transmit, display and otherwise use and access the Software and Web Service for the business purposes of Buyer and its affiliates. If this Agreement or an applicable Statement of Work limits the Software and Web Service to use only with a certain number of machines or End Users (as defined below), then Buyer may replace a machine with another machine or an End User with another End User from time to time, provided always that the then-current number of machines or End Users, as applicable, productively operating or using the Software or Web Service does not exceed the number, if any, set forth in this Agreement or the applicable Statement of Work. For purposes of this Agreement, the term "End User" shall mean a Buyer employee, consultant, agent, supplier, business partner or contractor, including those of any of its affiliates, who uses the Software or Web Service. Service Provider hereby grants Buyer the right to permit one or more third parties to exercise any or all of the license rights granted to Buyer hereunder; provided, however, that any such third party may only use the Software and Web Service to perform services for or provide goods to Buyer or its affiliates. IN THE EVENT THAT SERVICE PROVIDER BELIEVES THAT BUYER HAS EXCEEDED ITS LICENSE RIGHTS PURSUANT TO THIS SECTION 6(j) THROUGH INCREASED USAGE THAT IS OTHERWISE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND THE APPLICABLE STATEMENT OF WORK, AND BUYER DOES NOT CONTEST SUCH ALLEGATION OR IT IS ULTIMATELY DETERMINED THAT SUCH BELIEF WAS CORRECT, SERVICE PROVIDER'S SOLE AND EXCLUSIVE REMEDY IS TO INVOICE BUYER PROPORTIONALLY FOR SUCH INCREASED USAGE USING THE RATES SET FORTH IN THIS AGREEMENT OR THE APPLICABLE STATEMENT OF WORK, INCLUDING ANY DISCOUNTS CONTAINED THEREIN OR HEREIN.

(k) Upon Buyer's request at any time, Service Provider shall provide to Buyer all material, data and work-in-progress in connection with Buyer Materials. Except as set forth in this Agreement or any Statement of Work pertaining to the supply of Services, Service Provider shall not use Buyer Materials in any manner or for any reason during or after the term of this Agreement. Buyer Materials are deemed to be Buyer Confidential Information.

(l) The parties hereto stipulate and agree that a breach of any of the provisions of this Section 6 could have a material and adverse effect upon the other party and/or its affiliates, damages arising from such breach may be difficult to ascertain and, without limiting any other right or remedy, equitable relief, including injunctions and specific performance, shall be available without bond or other requirement.

7. BUYER'S PREMISES

(a) While on the premises of Buyer or any of its affiliates (the "Premises"), Service Provider shall comply with all rules and regulations applicable to the Premises. Service Provider shall be responsible for its personnel and agents while on the Premises whether or not any actions fall outside the scope and course of employment or engagement by Service Provider. Service Provider shall ensure that its personnel and agents proceed directly to the site where Services are to be provided and do not enter any other part of the Premises, except as otherwise directed by Buyer.

(b) Service Provider agrees that Buyer or its affiliate, as the case may be, may search Service Provider's personnel and agents (including, but not limited to, their packages and vehicles) while on, leaving or

entering the Premises when (i) Buyer or its affiliate has a reasonable suspicion that necessitates or (ii) certain circumstances necessitate conducting such search.

8. INDEMNIFICATION

(a) Each party (each, in such capacity, the "indemnifying party") shall indemnify and hold harmless the other party, its affiliates and its personnel, agents, and successors and permitted assigns thereof (each, in such capacity, the "indemnified party"), against any and all (i) liability, claims, demands, damages, losses and expenses, including reasonable attorneys' fees, ("Claims") in connection with or arising out of the negligence or willful misconduct in connection with this Agreement (or any Statement of Work) by the indemnifying party or its personnel, consultants, agents, or representatives, or (ii) third party Claims in connection with or arising out of a breach of this Agreement (or any Statement of Work) by the indemnifying party or its personnel, consultants, agents, or representatives.

(b) Service Provider (in this capacity, the "indemnifying party") will indemnify and hold harmless Buyer and its affiliates, and their respective directors, officers, employees, agents and affiliates (in such capacity, the "indemnified party") from and against any and all Claims (i) arising out of Service Provider's failure to comply with any labor, employment, employee benefit, tax, or other laws or regulations of the United States or of any state, or (ii) for payment of compensation (including benefits) or salary asserted by any Service Provider personnel or consultant, or any government agency, and any other liabilities, costs, and expenses (including, but not limited to, attorneys' fees) associated with a determination by any federal, state, or local government agency, any court, or any other applicable entity that the personnel and/or consultants provided by Service Provider are employees of Buyer or any of its affiliates.

(c) The indemnified party shall give the indemnifying party prompt written notice of any matter upon which the indemnified party intends to base a claim for indemnification (an "Indemnity Claim") under this Section 8, and the indemnifying party shall have the right to participate jointly with the indemnified party in the indemnified party's defense, settlement or other disposition of any Indemnity Claim, provided that, except as set forth in Section 8(d) below, any such disposition shall be subject to the ultimate control of the indemnified party.

(d) With respect to any Indemnity Claim relating solely to the payment of money damages and which could not result in the indemnified party becoming subject to injunctive or other equitable relief or otherwise adversely affect the business of the indemnified party in any manner, and as to which the indemnifying party shall have acknowledged in writing the obligation to indemnify the indemnified party hereunder, the indemnifying party shall have the sole right to defend, settle or otherwise dispose of such Indemnity Claim, on such terms as the indemnifying party, in its sole discretion, shall deem appropriate, provided that the indemnifying party shall provide reasonable evidence of its ability to pay any damages claimed and with respect to any such settlement shall have obtained the written release of the indemnified party from the Indemnity Claim.

9. INSURANCE

Service Provider agrees to maintain in full force and effect valid and collectible insurance policies in connection with its activities as contemplated hereby, which policies and terms of which shall be in compliance with Exhibit G attached hereto.

10. GOVERNING LAW; DISPUTE RESOLUTION

(a) This Agreement and any and all Statements of Work and all matters arising out of or relating to same shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles. If the Uniform Computer Information Transaction Act (UCITA), any version thereof or a substantially similar law is enacted as to be applicable to a party's performance under this Agreement, said statute will not govern any aspect of this Agreement, including without limitation, any of the parties' rights and obligations arising pursuant to this Agreement.

(b) The parties recognize that a dispute may arise relating to this Agreement or any Statement(s) of Work ("Dispute"). Any Dispute, including Disputes that may involve the parent company, subsidiaries, or affiliates under common control of any party, shall be resolved in accordance with Exhibit H attached hereto.

11. LIMITATION OF LIABILITY

NO PARTY TO THIS AGREEMENT OR ANY STATEMENT OF WORK SHALL BE RESPONSIBLE FOR PUNITIVE, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY, ANY ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY AND ANY PREJUDGMENT INTEREST WITH RESPECT TO ANY DISPUTE BETWEEN THE PARTIES.

THIS SECTION 11 SHALL NOT APPLY TO (i) DAMAGES RESULTING FROM INTENTIONAL OR WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR BREACHES OF SECTION 6, (ii) INDEMNIFICATION OBLIGATIONS HEREUNDER, OR (iii) THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING LIMITATIONS OF LIABILITY OR OTHERWISE PROHIBITS SUCH LIMITATIONS.

12. FORCE MAJEURE

If any party is prevented from performing any of its obligations hereunder, or pursuant to any Statement of Work, due to any cause which is beyond the nonperforming party's reasonable control, including fire, explosion, flood, or other acts of God; acts, regulations, or laws of any government; war, terrorist acts or civil commotion; strike, lock-out or labor disturbances (except with respect to personnel of the parties); or failure of public utilities or common carriers (a "Force Majeure Event"), such nonperforming party shall not be liable for breach of this Agreement or any Statement of Work to the extent due to such Force Majeure Event. Such nonperformance will be excused for the lesser of three (3) months from the date of the Force Majeure Event or as long as such event continues, provided that the nonperforming party gives immediate written notice to the other party (the "Non-Force Majeure Party") of the Force Majeure Event and that such nonperforming party exercises all reasonable efforts to eliminate the Force Majeure Event to resume performance of its affected obligations as soon as practicable. If the Force Majeure Event continues for more than three (3) months, the Non-Force Majeure Party may terminate this Agreement or any affected Statement(s) of Work, as applicable, by written notice to the nonperforming party.

13. RELATIONSHIP OF THE PARTIES

The relationship of the parties established by this Agreement and under any Statement of Work is that of independent contractors, and nothing contained herein shall be construed to (i) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (ii) constitute the parties to this Agreement or to any Statement of Work as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. No personnel or consultant of Service Provider shall be deemed for any purpose to be an employee, agent or representative of JJSI or any Buyer by virtue of this Agreement or any Statements of Work.

14. PUBLICITY

Service Provider shall not originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of JJSI's or Buyer's customers, suppliers or otherwise, relating to this Agreement or any Statement of Work, or to the existence of an arrangement between the parties without the prior written approval of JJSI's corporate communications department, which such approval must be obtained by JJSI's relationship manager. Without limiting the foregoing, Service Provider shall not use any names, trademarks or logos of JJSI or Buyer or their affiliates without the prior written consent of such party.

15. SUBCONTRACTORS

(a) Service Provider (i) shall not be permitted to utilize any personnel other than Service Provider's W-2 employees to provide Services hereunder and (ii) shall not otherwise subcontract any of its obligations hereunder, including to any affiliate, without the prior written consent of Buyer. In the event Buyer provides such written consent, Service Provider (i) shall be responsible for ensuring that any such permitted personnel or

subcontractors comply with this Agreement (and any Statement of Work) and (ii) shall be responsible for all obligations it has to its subcontractors (including, without limitation, payment obligations) and for all actions of such personnel or subcontractors in connection with any Statement of Work, including any actions that would be in breach of any Statement of Work if performed by Service Provider. In addition, each such permitted personnel or subcontractor who provides Services pursuant to any Statement of Work may be required to execute a copyright and invention ownership agreement in the form satisfactory to Buyer granting Buyer ownership rights as stated in this Agreement and granted pursuant to the applicable Statement of Work. Service Provider shall ensure that Buyer or its representative shall be permitted to enter the premises of any permitted subcontractors in order to assess compliance with this Agreement, any Statement of Work, and Buyer's policies.

(b) Pursuant to Public Law 95-507, the provisions at 48 Code of Federal Regulations 52.219-8 ("Utilization of Small Business Concerns") and 52.219-9 ("Small Business Subcontracting Plan") are incorporated into any Statement of Work in excess of \$500,000, where applicable. This clause is aimed at maximizing opportunities for small, disadvantaged and women-owned businesses where appropriate and is intended for suppliers who offer further subcontracting opportunities. When Service Provider is authorized, pursuant to Section 15(a) above, to subcontract any of its obligations hereunder and all other conditions exist, Service Provider agrees to use its best efforts to carry out this policy to the fullest extent consistent with its efficient performance of any Statement of Work.

16. ASSIGNMENT

Neither party may assign, transfer or delegate any of its rights or obligations under this Agreement or any Statement of Work without the prior written consent of the other party and any attempt to do so shall be void; except that JJSI may assign its rights and obligations hereunder to any of its affiliates, and Buyer may assign its rights and obligations pursuant to any Statement of Work to any of its affiliates. Subject to the foregoing sentence, this Agreement and each Statement of Work shall bind and inure to the benefit of the parties hereto and thereto and their respective successors and permitted assigns.

17. TAXES

(a) All fees charged by Service Provider shall be exclusive of value added, sales, use, goods and services, transfer, services, consumption or transaction taxes ("Indirect Taxes"), as well as gross receipts, excise and other taxes. Buyer shall make all payments of fees to Service Provider under this Agreement without deduction or withholding for any tax, unless such deduction or withholding is required by law. Each party shall be responsible for: taxes based on its own income ("Income Taxes"); gross receipts, capital stock, and net worth taxes; franchise and privilege taxes on its business; employment taxes of its employees; and taxes on any property it owns or leases. Service Provider shall not pass on to Buyer and Buyer shall not be responsible for any taxes that Service Provider incurs in subcontracting the performance of the Services except to the extent such taxes are included in the pricing set forth in this Agreement. Buyer and Service Provider will reasonably cooperate with each other to more accurately determine a party's tax liability and to minimize such liability, to the extent legally permissible.

(b) In the event applicable law requires Buyer to withhold any Income Taxes from any payments made to Service Provider, then Buyer shall withhold such Income Taxes, pay the full amount withheld to the relevant taxing authority, and provide Service Provider with proof of such payment. Any such Income Tax required to be withheld shall be an expense of and borne by Service Provider and any amounts paid, deducted or withheld by Buyer shall be treated for all purposes of this Agreement as paid to Service Provider.

(c) Service Provider may charge Buyer for Indirect Taxes, as long as the amount of Indirect Taxes are specified in a valid invoice compliant with applicable law. Buyer shall either pay such invoiced amount or supply valid exemption documentation. If Service Provider does not provide Buyer with a valid invoice (including separate identification of Indirect Taxes where required by applicable law), Service Provider shall assume responsibility for such non-compliance, including payment of any tax-related interest and penalties. Service Provider shall segregate on the invoice fees for taxable Services from fees for nontaxable Services.

18. AUDIT

(a) During the term of this Agreement and any incomplete Statement of Work, and for a period of four (4) years following any termination or expiration of this Agreement and any termination or completion of any or all Statements of Work, Service Provider agrees to make, keep and maintain, in accordance with standard accounting principles and practices, consistently applied from year to year, time keeping records information, invoices, records of payments, practices, books and records relating to and demonstrating compliance with all policies and requirements of this Agreement, the Statement of Work and Services provided there under, and any other records that Service Provider agrees in writing to maintain. Buyer shall have the right to audit and/or examine all such items and information related to Service Provider's information systems and privacy and security procedures, either directly or through its authorized representative or agents (who shall have signed confidentiality agreements protecting Service Provider's confidential information at least as stringent as the confidentiality agreements contained herein), during regular business hours, upon reasonable prior notice, and pursuant to Buyer's request, at Service Provider's location where such information is stored. Service Provider shall also, within ten (10) days of Buyer's written request, provide annual certifications of Service Provider's compliance with the policies and obligations set forth in this Agreement (and as may be set forth in an applicable Statement of Work).

(b) If any audit or examination reveals that Service Provider was compensated from Buyer or its Processing Agent more than it was entitled to receive under any Statement of Work and this Agreement, Service Provider shall either, as solely determined by Buyer, (i) promptly upon receipt of written request from Buyer, reimburse Buyer (either directly or through its Processing Agent, as set forth in the written request) for the amount of such overpayments received, or (ii) issue a credit to Buyer for such overpayment which will be credited by Buyer against a future payment to be made by Buyer for Services provided by Service Provider. If there are no future Services to which payment may be due, Buyer reserves the right to seek collection of such overpayments in the event Service Provider does not reimburse Buyer within sixty (60) days of Service Provider's receipt of written request for same. Service Provider shall also pay Buyer (either directly or through its Processing Agent, as stated in the written request for reimbursement or credit) interest at the rate of one percent (1%) per month on such amount, but in no event to exceed the highest lawful rate of interest, calculated from the date the amount was paid to Service Provider up to and including the date of actual reimbursement or credit issued to Buyer. In the event that any such audit or examination reveals that Service Provider was compensated more than the lesser of five percent (5%) or Ten Thousand Dollars (\$10,000) of what it was entitled to receive under any Statement of Work, Service Provider shall also reimburse Buyer for the cost of such audit in addition to the other amounts owed pursuant to this Section. Service Provider acknowledges that where Buyer has utilized its Processing Agent to make payment on its behalf to Service Provider, that Processing Agent may also perform the functions of Buyer under this Section 18(b) and that Service Provider is expected to be governed by any such written request and/or instructions received by Processing Agent in such instances as if performed directly by Buyer.

(c) Notwithstanding anything to the contrary in this Agreement, if any audit or examination reveals that Service Provider is not in compliance with Buyer's policies as stated herein (or as may be set forth in an applicable Statement of Work), Buyer shall have the right to terminate this Agreement (or applicable Statement of Work) upon ten (10) days written notice.

19. HEADINGS

The headings used herein have been inserted for convenience only and shall not affect the interpretation of this Agreement.

20. WAIVER

The failure of either party to enforce at any time for any period any provision hereof shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

21. SEVERABILITY

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, to the extent the economic benefits conferred by such to both parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction, if the essential provisions of this Agreement for each party remain valid, binding and enforceable.

22. THIRD PARTY BENEFICIARIES

Service Provider agrees that all affiliates of JJSI are third party beneficiaries of this Agreement and shall be entitled to its benefits for the purposes of entering into or issuing Statements of Work and the protection of confidential information with respect to potential Services as provided for in Section 6 herein above. Subject to the foregoing, this Agreement and any Statement of Work are intended solely for the benefit of the parties hereto and the parties subject to the applicable Statement of Work and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other party.

23. NOTICES

To be effective, all notices and other communications, shall be in writing and delivered personally or mailed by overnight U.S. mail, postage prepaid, or by certified or registered U.S. mail, return receipt requested, postage prepaid, or sent by Federal Express or another nationally recognized courier service (billed to sender), to the parties at the following addresses or to such other place as a party may designate by written notice to the other:

If to Service Provider:

Mareana Inc.
190 Witherspoon Street
Princeton NJ 08542
Attn: Vishal Prasad

If to JJSI:

Johnson & Johnson Services, Inc.
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
Attn: Jennifer Curley, Sr. Director, HR Services Global Category Leader

If to Buyer: See Buyer's Statement of Work.

All notices shall be deemed delivered as of the date received by addressee, except for notices delivered via overnight courier for next business day delivery, which shall be deemed delivered on the next business day following deposit with such carrier.

24. RECORDS MANAGEMENT

(a) Files and Work Papers. Service Provider shall maintain and manage all paper and electronic records, files, documents, work papers and other information in any form provided by Buyer or generated pursuant to this Agreement or any Work Order (the "Files and Work Papers") (i) in accordance with Buyer's records management policies (which may be changed by Buyer from time to time and communicated to Service Provider), including as set forth in "RIM Requirements" below, (ii) separately from files generated, managed or maintained by Service Provider under agreements with other customers, (iii) as required by applicable statutes and regulations, and (iv) as set out in any preservation request issued to the Service Provider by Buyer.

(b) Preservation. Service Provider shall comply promptly and fully with any request from Buyer, for any reason, to preserve Files and Work Papers or to promptly deliver such materials to Buyer. Steps to comply include, when requested by Buyer, periodic meetings to identify and implement documented procedures to preserve

or deliver such data. Files and Work Papers created or modified by Service Provider in electronic format must be delivered to Buyer in the same electronic format or as otherwise directed by Buyer.

(c) Third Party Requests. Upon receipt from third parties of any request, demand, notice, subpoena, order, or other legal information-request ("Third-Party Request") for any Files and Work Papers, Service Provider shall take all reasonable steps to protect Buyer's legal rights in any response and, to the extent that Service Provider legally may do so, shall immediately notify Buyer, shall provide Buyer with a copy of the Third-Party Request, and shall meet and cooperate with Buyer in the implementation of procedures to comply with the request.

(d) Destruction. Service Provider shall not destroy any Files and Work Papers without first having received Buyer's written confirmation that the Files and Work Papers are not pertinent to any pending preservation obligation or retention requirement.

(e) RIM Requirements. This section specifies RIM requirements applicable to service providers that create, maintain, manage or manipulate paper or electronic records, files, documents, work papers and other information in any form on behalf of Buyer. Service Provider is responsible for understanding and complying with Buyer's RIM requirements.

- i) Records and Information Management requirements shall be applied consistently and regularly.
- ii) Buyer's Files and Work Papers:
 - (a) Shall be created, stored and managed throughout their lifecycle using proper protection.
 - (b) Shall be protected and access controlled according to their value as described in the Johnson & Johnson Supplier Information Security Requirements.
 - (c) Shall be retained in accordance with the Johnson & Johnson Enterprise Retention Schedule ("J&J ERS"). The J&J ERS defines retention requirements for business, legal, regulatory and privacy purposes.
 - (d) Relevant to litigation or an investigation and subject to a Legal Hold shall be retained and preserved, regardless of the retention requirement set forth in the J&J ERS.
- iii) Service Provider shall ensure that Buyer's Files and Work Papers are retained upon the departure of personnel employed by the Service Provider.
- iv) Buyer or the applicable Buyer Affiliate shall provide written approval prior to the disposition (disposal or deletion) of the Buyer's Files and Work Papers.
- v) Service Providers with access to Buyer's network shall annually complete Records and Information Management training as specified by Buyer.

25. ENTIRE AGREEMENT; AMENDMENT; CONFLICTS; APPLICABILITY

(a) It is the mutual desire and intent of the parties to provide certainty as to their respective future rights and remedies against each other by defining the extent of their mutual undertakings as provided herein. Accordingly, this Agreement and each Statement of Work (with respect to the subject matter herein and therein) (i) supersedes all previous understandings, agreements and representations between the parties, written or oral and (ii) constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof (and thereof) and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto. The parties further agree that no terms included in any invoice, estimate, confirmation, acceptance or any other similar document (such as the Johnson & Johnson Services, Inc. Purchase Order Terms & Conditions) in connection with this Agreement or a Statement of Work shall be effective, unless stated otherwise in an amendment or change order as provided for in paragraph (b) below.

(b) No modification, change or amendment to this Agreement or any Statement of Work shall be effective unless in a writing signed by the parties hereto that identifies itself as (i) an amendment to this Agreement or Statement of Work or (ii) a change order to a Statement of Work in accordance with Section 3 of this Agreement.

To the extent of any conflict or inconsistency between any Statement of Work and this Agreement, the terms of this Agreement shall govern unless expressly stated otherwise in a writing signed by each of the parties and such writing includes the section number(s) of this Agreement that the parties agree no longer governs or is modified for the purpose of such Statement of Work.

(c) All engagements for Services provided by Service Provider to Buyer (so long as a SOW is issued or entered into by Buyer referencing that such SOW is subject to this Agreement) shall be subject to and in accordance with the terms of this Agreement while this Agreement is in full force and effect except as otherwise stated herein. Notwithstanding the foregoing, the parties agree that to the extent any such Services are provided in connection with another agreement signed by Service Provider and Buyer that expressly provides that this Agreement does not apply or clearly indicates that the other agreement constitutes the entire agreement between the parties with respect to the subject matter therein, such Services shall be subject to and in accordance with such other agreement (collectively, "Excepted Transactions").

(d) To the extent Buyer or Service Provider discovers at any time that any Services provided by Service Provider (and invoices related thereto), other than Excepted Transactions, do not reflect the pricing or other terms set forth in this Agreement or applicable Statement of Work, as may be amended in accordance with this Agreement, Buyer and Service Provider shall cooperate with each other and promptly take all necessary actions to apply the terms set forth in this Agreement (and applicable Statement of Work), as may be amended, to such Services, including reimbursements of any amounts that may be overpaid.

(e) Except for Excepted Transactions, the parties shall include a reference in all Statements of Work and any other similar documents that such SOWs are subject to and in accordance with this Agreement in a form similar to the following:

"This SOW is subject to and in accordance with the Master Services Agreement between Johnson & Johnson Services, Inc. and Mareana Inc. effectively dated as of September 30, 2019"

26. MISCELLANEOUS

(a) Any provisions, representations or agreements required by law to be included in this Agreement and/or Statement of Work are hereby incorporated by reference, including without limitation, those prohibiting discrimination against any personnel or applicant for employment because of race, color, religion, sex or national origin, or physical or mental handicap and those providing for the employment of disabled veterans and veterans of the Vietnam era. Without limiting the foregoing, the following (i) Equal Opportunity Clauses are incorporated by reference herewith as though fully set forth in this Agreement and Statements of Work, as applicable: Executive Order 11246 - FAR 52.222-26, 41 CFR § 60-1.4 (a); Covered Veterans (contracts and subcontracts entered into on or before Dec. 1, 2003) - FAR 52.222-35, 41 CFR § 60-250.5(a); Covered Veterans (contracts and subcontracts entered into after Dec. 1, 2003) – FAR 52.222-37, 41 C.F.R. § 60-300.5(a); Individuals with Disabilities (Section 503 of the Rehabilitation Act of 1973) – FAR 52.222-36, 41 C.F.R. § 60-741.5(a); Prohibition of Segregated Facilities, FAR 52.222-21; and (ii) federally mandated clauses are incorporated by reference herewith as though fully set forth in this Agreement and Statements of Work, as applicable: Notification of Employee Rights Under Federal Labor Laws (Executive Order 13496), 29 C.F.R. Part 471, Appendix A to Subpart A; Human Trafficking Prohibition, 52.222-50.

(b) If Service Provider qualifies as a certified diverse supplier under applicable federal, state, or local law, Service Provider will certify same to JJSI in writing and complete all forms required by JJSI relative to such status. Service Provider shall provide such certification and documentation to JJSI either directly or through its Processing Agent upon request. Service Provider shall also keep all such documentation current in order to maintain its certification. If Service Provider loses its certification during the term of this Agreement, Service Provider will promptly notify JJSI in writing within thirty (30) days of its change in status.

(c) Subject to Sections 10 and 11, any remedies provided herein are cumulative and not exclusive of any remedies provided by law or equity.

(d) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures shall have the full force and effect of an original signature.

(e) The Exhibits identified in this Agreement and attached hereto are incorporated herein by reference and made a part hereof.

(f) Each party represents that the individual executing this Agreement on its behalf is duly authorized to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Johnson & Johnson Services, Inc.

By: *Derek F. Wilson*

Name: Derek F. Wilson

Title: Authorized Representative Director, Global Category Lead

Mareana Inc.

By: *Vishal Prasad*

Name: Vishal Prasad

Title: CPO & Founder

EXHIBIT A – SERVICES AND PRICING

SERVICES

Service Provider shall provide Buyer with Services as set forth in a Statement of Work.

PRICING

Service Provider shall charge Buyer for Services provided under a Statement of Work based on the pricing and any discount parameters set forth in such Statement of Work.

EXHIBIT B – BACKGROUND SCREENING REQUIREMENTS

Prior to Supplier personnel being provided ongoing access to Buyer's or its affiliates' facilities or network and computing resources, Supplier shall, at its expense, perform background screenings, which shall be in accordance with applicable law, in order to verify the following: (a) no such personnel have any relevant (pursuant to EEOC or other similar guidelines) criminal convictions (by searching county or state repositories covering the most recent 7 year residential history), (b) no such personnel are on a terrorist watch list (e.g., OFAC), and (c) no such personnel are included in any debarment or exclusion list (e.g., OIG, GSA, & FDA). For Supplier personnel' handling Buyer's financial assets or funds, Supplier shall ensure that no such personnel have adverse financial conditions that could interfere with the provision of Services. Supplier shall, upon Buyer's request, confirm to Buyer in writing that the foregoing screening criteria are satisfied and that a reputable and well-established vendor conducted all screenings.

EXHIBIT C – FORM OF STATEMENT OF WORK TO MASTER SERVICES AGREEMENT

This Statement of Work (this “SOW”) is effectively dated as of [_____, 20____] (the “Effective Date”) by and between [Insert Buyer's full legal name], a [Insert Buyer's state of incorporation] corporation with offices at [Insert Buyer's primary business address] (“Buyer”), and Mareana Inc., a Delaware corporation with offices at 190 Witherspoon Street, Princeton NJ 08542 (“Service Provider”).

WHEREAS, Johnson & Johnson Services, Inc. (“JJSI”) and Service Provider entered into a Master Services Agreement effectively dated as of September 30, 2019, as may have been amended from time to time by the parties in accordance with the terms therein (the “Master Agreement”) whereby Service Provider agreed to provide from time to time services and deliverables associated therewith (“Services”) to JJSI and certain affiliates of JJSI pursuant to the terms and conditions set forth in the Master Agreement and any SOW;

[WHEREAS, Buyer is an affiliate of JJSI;]

WHEREAS, Buyer and Service Provider desire to enter into this SOW for Services as set forth herein, subject to and in accordance with the Master Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Services.** Service Provider shall provide to Buyer Services as set forth in Exhibit A hereto and incorporated herein at the pricing in accordance with Section 5 below.

2. **Term.** This SOW shall commence on the Effective Date and terminate on [_____, unless sooner terminated in accordance with Section 2 of the Master Agreement.

3. **Service Provider's Personnel.**

(a) Service Provider personnel identified herein are deemed necessary for the successful provision of Services. Service Provider shall assign such personnel to the provision of Services and shall not reassign or remove them without prior written consent of Buyer. Whenever, for any reason, any such personnel specified is unavailable to provide Services, Service Provider shall, with prior written approval of Buyer, replace such personnel with personnel of substantially equal abilities and qualifications.

(b) Buyer reserves the right to reject for any lawful reason whatsoever any of Service Provider's personnel assigned by Service Provider to work on Buyer's account/Services in connection with this SOW. Upon Buyer's rejection of any such personnel, Service Provider shall as soon as possible thereafter provide replacement(s) satisfactory to Buyer. Service Provider shall not, however, leave any position(s) without staffing acceptable to Buyer during any replacement assessment period(s). In the event Service Provider's personnel changes during the provision of Services, Service Provider shall not charge Buyer for any time required for any such replacement personnel to be trained to provide or become familiar with Services, whether or not such replacement is requested by Buyer pursuant to Section 1(h) of the Master Agreement.

4. **Acceptance Criteria.**

Acceptance Criteria for Document Deliverables:

For any milestone in which Service Provider submits a document that is a deliverable (“Document Deliverable”), Buyer shall have the right to review such Document Deliverable. Service Provider shall use its best efforts to promptly cure, in a manner agreed upon by Buyer, any deficiencies to which Service Provider has been made aware, and after completing any such cure, Service Provider shall resubmit the Document Deliverable for review. Any applicable warranty period shall only commence after acceptance by Buyer.

EXHIBIT C (continued)

Acceptance Criteria for a Deliverable other than a Document Deliverable:

For any milestone in which Service Provider submits a deliverable other than a Document Deliverable, Buyer shall have the right to review and/or test such deliverable for the functional requirements or acceptance criteria specified for such deliverable. Service Provider shall use its best efforts to promptly cure, in a manner agreed upon by Buyer, any deficiencies to which Service Provider has been made aware, and after completing any such cure, Service Provider shall resubmit the deliverable for review and/or testing. Any applicable warranty period shall only commence after acceptance by Buyer.

5. Pricing. [Choose one pricing method and delete the rest]

[(a) **Milestone Fees:** Service Provider shall charge the fees for Services provided under this SOW as detailed in Exhibit A, Section 8 ("Services Fees") and enter such Services Fees into the Invoicing System upon completion, delivery, and acceptance by Buyer (per the acceptance criteria stated above) of the deliverables set forth in Exhibit A, Section 8. In no event shall the Services Fees and expenses for Services provided under this SOW ("Total Fees") exceed the dollar amount set forth in Exhibit A, Section 10.]

[(a) **Fixed Fee:** Service Provider shall charge the fees for Services provided under this SOW as set forth in Exhibit A, Section 8 ("Services Fees") and enter such Services Fees into the Invoicing System (i) upon completion, delivery, and acceptance by Buyer (per the acceptance criteria stated above) of Services, or (ii) based on an invoicing schedule (if any) set forth in Exhibit A, Section 8. In no event shall the Services Fees and expenses for Services provided under this SOW ("Total Fees") exceed the dollar amount set forth in Exhibit A, Section 10.]

[(a) **Hourly/Daily/Weekly Fee:** Service Provider shall charge the fees for Services provided under this SOW as set forth in Exhibit A, Section 8 ("Services Fees") and enter such Services Fees into the Invoicing System monthly, by the fifth day of each month, for the number of hours/days/weeks of Services provided in the prior month. In no event shall the Services Fees and expenses for Services provided under this SOW ("Total Fees") exceed the dollar amount detailed in Exhibit A, Section 10.]

(b) Pursuant to Section 4(c) of the Master Agreement, Buyer (either directly or through its Processing Agent) shall compensate Service Provider for Services provided hereunder Total Fees less 1.95% of Total Services Fees.

(c) Service Provider may charge at cost (after Service Provider deducts all discounts and rebates it receives) any reasonable and customary travel and out-of-pocket expenses; provided, however, Service Provider shall (i) receive Buyer's consent prior to incurring any such expenses, (ii) incur all such expenses in accordance with this SOW and Buyer's travel policy, and (iii) in no event exceed the dollar value for each expense category stated in Exhibit A, Section 9. Receipts for travel and out-of-pocket expenses in excess of \$25 should be retained and must be produced if requested by Buyer. Service Provider shall not bill for travel time without prior approval from Buyer. Invoices shall be paid in accordance with Section 4 of the Master Agreement and this SOW.

(d) In the event Service Provider's personnel changes during the provision of Services, pursuant to Section 1(h) of the Master Agreement, in no event shall Buyer be charged for any time required for any such replacement personnel to be trained to provide or become familiar with Services, whether or not the replacement is requested by Buyer.

6. Service Provider Materials.

(a) Pursuant to Section 6(f) of the Master Agreement, the following Service Provider Materials are incorporated into Buyer Materials:

(b) Pursuant to Section 6(i) of the Master Agreement, the following Service Provider Materials are provided under this SOW solely for access or use by Buyer and its affiliates during the term of this SOW:

EXHIBIT C (continued)

7. Travel Policy.

For any allowable travel expenses that Service Provider may be allowed to bill Buyer as set forth in Exhibit A, Section 9, Service Provider shall comply with Buyer's travel policy and utilize Buyer's Travel Services for all travel arrangements. When calling J&J Travel Services, Service Provider must select the appropriate prompt. (As of the Effective Date, it is option #4 for US domestic travel and option #3 for international travel, but these prompts change and should be listened to carefully.) When calling J&J Travel Services for the first time, Service Provider personnel shall be required to provide the following information for J&J Travel Services to create a user profile which is required to be completed prior to making a reservation:

- Buyer sponsor name and phone number
- Form of payment (i.e., credit card number)
- Traveler's contact information (e.g., name, address, e-mail)
- Any membership numbers (e.g., frequent flier numbers, hotel rewards memberships)

A traveler profile form (e.g., preferences on hotel bed size and airplane seat location) may also be submitted to J&J Travel Services if frequent travel is expected. The J&J Travel Services agent will e-mail the form if necessary and requested.

8. Notices. Notices should be sent to the following addresses:

If to Service Provider:

Mareana Inc.
Attn: Vishal Prasad
190 Witherspoon Street, Princeton NJ 08542

If to Buyer:

[NAME]
Attn: [_____]]
[ADDRESS]
[ADDRESS]

9. All of the terms and conditions set forth in the Master Agreement, to the extent not expressly modified herein, are hereby incorporated into this SOW as if set out in full herein. If any terms in this SOW conflict with the terms of the Master Agreement, the terms in the Master Agreement will govern for Services covered by this SOW, except as specifically modified herein in accordance with Section 25(b) of the Master Agreement. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Master Agreement.

EXHIBIT C (continued)

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives.

[BUYER]

By: _____
Name:
Title:

Mareana Inc.

By: _____
Name:
Title:

EXHIBIT C (continued)

Exhibit A to Statement of Work to Master Services Agreement

1. **Project Title:** [Project name]
2. **Project Goal:** [Describe the goal of the project]
3. **Project Timing:** [State the number of weeks/months of this project]
4. **Services Location:** Services will be performed at [Buyer/Service Provider] facility at the following location:
[City, State, Zip, and Country]
5. **Project Managers:**
Buyer Contact Name: [name, title, address, phone, email]
Service Provider Contact Name: [name, title, address, phone, email]
6. **Service Provider Personnel:**
The following Service Provider personnel are authorized to provide Services hereunder:

<u>Name(s) of Personnel Providing Services</u>	<u>Position Title</u> (Analyst, Partner, etc.)	<u>Relationship to Service Provider</u> (Officer, Principal, W2 Employee, Subcontractor or Separate company)

7. **Services:**

<u>Services</u> (list each task required to be performed, e.g., "Service Provider shall ...") Mandatory	<u>Frequency</u> (one time, daily, weekly, monthly, quarterly)	<u>Due Date</u> (week number of project)	<u>Fixed or Flexible</u> (Fixed due date, ad hoc or as requested by Buyer)

8. **Pricing:** [Choose one and delete others]

[Milestone Fee:

<u>Milestone/Deliverable</u> (milestone, status report, final delivery, etc., include format, if applicable, e.g., MS Excel) Mandatory	<u>Due Date</u> (week number of project)	<u>Fixed or Flexible</u> (Fixed due date, ad hoc or as requested by Buyer)	<u>Fees</u> (per deliverable)
Total Services Fees:			

EXHIBIT C (continued)

[Fixed Fee: The total fixed fees for Services including all expenses, except for travel and/or out of pocket expenses as set forth in Section 9 below, is \$_____ ("Total Services Fees").]

[Hourly/Daily/Weekly Fee: For all daily/hourly/weekly fees or any other payment based on the measurement of time, the fees for Services are as follows:

<u>Service Provider Personnel</u>	<u>Unit of Measure</u> (Hour, Day, Week, etc.)	<u>Estimated Number</u> (of units)	<u>Fee Per Unit</u> (USD)	<u>Fees</u>
		Total Services Fees:		

9. Expenses:

<u>Expense Name</u> (Travel expenses, equipment, etc.)	<u>Unit of Measure</u> (Percentage of fees, fixed amount, actual cost reimbursement, etc.)	<u>Fee Per Unit</u>
	Total Expenses:	

10. Total Fees: [Total Services Fees + Total Expenses]

11. Additional Details: [Miscellaneous Services Details]

EXHIBIT D – CHANGE ORDER FORM

CHANGE ORDER #[_____]
 TO STATEMENT OF WORK EFFECTIVELY DATED AS OF [_____]

This change order #[_____] (this "Change Order") is effectively dated as of [_____, 20____] by and between [Insert Buyer's full legal name], a [Insert Buyer's state of incorporation] corporation with offices at [Insert Buyer's primary business address] ("Buyer"), and Mareana Inc., a Delaware corporation with offices at 190 Witherspoon Street, Princeton NJ 08542 ("Service Provider"), pursuant to that certain Statement of Work effectively dated as of [_____] (the "Statement of Work") to that certain Master Services Agreement effectively dated as of September 30, 2019, as may have been amended from time to time by the parties in accordance with the terms therein (the "Master Agreement") by and between Johnson & Johnson Services, Inc. and Service Provider.

WHEREAS, both Buyer and Service Provider wish to enter into this Change Order to amend Services provided under the Statement of Work (all terms not otherwise defined herein shall have the meanings ascribed to such terms in the Statement of Work and Master Agreement);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. CHANGES TO SERVICES *[Please complete all sections that are applicable to the changes]*

The following additional Services will be provided by Service Provider and are hereby added to Section 7, Services of Exhibit A to the Statement of Work:

Services <i>[Describe in detail all additional services to be performed by the Service Provider]</i>

The following Services will no longer be provided by Service Provider and are hereby deleted from Section 7, Services of Exhibit A to the Statement of Work:

Services <i>[Describe in detail all additional services to be performed by Service Provider]</i>

2. CHANGES TO PRICING *[Please complete the following as applicable for which changes are to be made. Please delete all sections payment schedules not completed and that do not apply]*

[Milestone Fee]:

- The following additional Milestones/ Deliverables will be provided by Service Provider for which a fixed fee for its completion and acceptance of the defined milestone/deliverables shall be paid as defined below and are hereby added to Section 8, Pricing of the Exhibit A to the Statement of Work:

EXHIBIT D (continued)

Milestone/Deliverable <i>[Please list all additional Milestone/ Deliverables (milestone, status report, final delivery, etc., include format, if applicable, e.g., MS Excel) associated with the Scope of Services as described in Section 1 above.]</i> Mandatory	Frequency <i>[Please indicate how many times or when (one time, daily, weekly, monthly, quarterly, not applicable) the milestone/ deliverable is to be completed/ provided]</i>	Fixed or Flexible <i>[Please indicate if the milestone/ deliverables is to be provided on a fixed due date, before end of project, ad hoc or as requested by Buyer]</i>	Due Date <i>[Please indicate the week number of project or specific due date]</i>	Fees <i>[Please indicate if the fees are to be paid per deliverable, per frequency, etc.]</i>
Total Fees for Additional Milestones/Deliverables Shall Not To Exceed:			\$	

- The following Milestones/Deliverables **will no longer** be required of Service Provider and are hereby deleted from Section 8, Pricing of the Exhibit A to the Statement of Work:

Milestone/Deliverable <i>[Please list all of the Milestones/ Deliverables that will no longer be required associated with the Scope of Services as described in Section 7 of the Statement of Work]</i> Mandatory	Fees <i>[Please indicate the total amount of money no longer to be paid to Service Provider based in the deleted Milestones/ Deliverables]</i>
Total Fees No Longer to be paid to Service Provider:	\$

[Fixed Fee]:

- The total fixed fees for all additional services as indicated in Section 1 Services including all expenses, except for travel and/or out of pocket expenses as set forth in Section _ below, are \$_____ ("Total Services Fees") per the following payment schedule and are hereby added to Section 8, Pricing of the Exhibit A to the Statement of Work:

Fees and Payment Schedule: (Please indicate at what point fees will be paid. For example: All fees paid upon completion of project or percentage of/fixed fee(s) paid at designated point throughout the project; e.g. X% at commencement, X% at week/month number X% at completion)	
Payment Schedule	Fee
Total Fees for Additional Services Shall Not Exceed:	\$

- The following fees per the below indicated payment schedule **will no longer** be paid to Service Provider and are hereby deleted from Section 8, Pricing of the Exhibit A to the Statement of Work:

Fees and Payment Schedule: (Please indicate the payment schedule to be removed and the associated fees no longer to paid to Service Provider)	
Payment Schedule	Fee
Total Fees No Longer to be paid to Service Provider:	\$

EXHIBIT D (continued)

[Hourly/Daily/Weekly Fee:

- The following reflects the changes (either increased or decreased) to estimated number of units, price per unit and total fees to be paid to Service Provider based on Service Provider Personnel assigned to provide the additional Services per Section 1, Services above:

<u>Service Provider Personnel</u>	<u>Unit of Measure</u> <i>(Hour, Day, Week, etc.)</i>	<u>Estimated Number</u> <i>(of units)</i>	<u>Fee Per Unit</u> <i>(USD)</i>	<u>Fees</u>
Total Revised Project Fees Shall Not Exceed:			\$	

3. CHANGES TO EXPENSES

The following reflects the changes (either additional or removed) expenses, to be paid to Service Provider based on the indicated unit of measurement and fee per unit and are hereby added/deleted from Section 9, Expenses of the Exhibit A to the Statement of Work:

<u>Expense Name</u> <i>(Travel expenses, equipment, etc.)</i>	<u>Unit of Measure</u> <i>(Percentage of fees, fixed amount, actual cost reimbursement, etc.)</i>	<u>Fee Per Unit</u>
Total Revised Fees for Expenses Shall Not Exceed:		\$

4. REVISED ACCEPTANCE CRITERIA

[Describe in detail the changes to Acceptance Criteria that will be added, changed or deleted]

5. TIMING *[Please complete one of the following three options and delete the other two]*

- Pursuant to the changes detailed above, the project length as detailed in Section 3 Project Timing of the Exhibit A to the Statement of Work shall be extended by [Please indicate the number of days/weeks/months by which the project is to be extended]
- Pursuant to the changes detailed above, the project length as detailed in Section 3 of the Exhibit A to the Statement of Work Project Timing shall be decreased by [Please indicate the number of days/weeks/months by which the project is to be reduced]
- There are no changes to be made to the Project's Length as stated in Section 3 of the Exhibit A to the Statement of Work Project Timing

6. SERVICE PROVIDER PERSONNEL

The following additional personnel are added as authorized to provide Services hereunder:

<u>Name(s) of Personnel Providing Services</u>	<u>Position Title</u> <i>(Analyst, Partner, etc.)</i>	<u>Relationship to Service Provider</u> <i>(Officer, Principal, W2 Employee, Subcontractor or Separate company)</i>

The following personnel are no longer authorized to perform Services hereunder:

EXHIBIT D (continued)

<u>Name(s) of Personnel Providing Services</u>	<u>Position Title</u> <i>(Analyst, Partner, etc.)</i>	<u>Relationship to Service Provider</u> <i>(Officer, Principal, W2 Employee, Subcontractor or Separate company)</i>

7. TOTAL FEES

Based on the changes reflected above, the revised total project fee shall not exceed *\$(Original Total fees +/- the changes reflected above)*.

8. All of the terms and conditions of the Statement of Work, except to the extent expressly modified herein remain in full force and effect.
9. This Change Order may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronically transmitted and facsimile transmitted signatures shall have the full force and effect of an original signature.

IN WITNESS WHEREOF, the parties have caused this Change Order to be executed by their duly authorized representatives.

Mareana Inc.

By: _____
Name:
Title:

[BUYER]

By: _____
Name:
Title:

EXHIBIT E – DATA SAFEGUARDS

1. "SISR" means the Johnson & Johnson Service Provider Information Security Requirements in effect as of the Effective Date, a copy of which has been made available to Service Provider, and as revised from time to time by Buyer and made available to Service Provider. Service Provider shall have 30 days after receipt of a SISR revision from Buyer to reject any new requirements contained therein. If Service Provider rejects the revised SISR, Buyer shall have the right to terminate this Agreement. If Service Provider intends to implement a change to its systems, policies or procedures that would reduce the level of safeguards already in place, Service Provider shall notify Buyer and, upon Buyer's approval, implement such change.
2. If Service Provider possesses Buyer information that is not publically available, has access to Buyer information or computing resources using Service Provider's computing and network resources over a network-to-network connection, or hosts any Buyer information on a Service Provider-hosted, Internet-facing website or web application, it shall have in place and maintain an information security program that encompasses administrative, technical, and physical safeguards that meet or exceed the requirements specified in the current SISR and applicable industry standards to protect against threats both to the unauthorized or accidental destruction, loss, alteration, or use of, and the unauthorized disclosure or access to such Buyer information.
3. If Service Provider uses a Service Provider computing resource to access the Internet in order to view or input Buyer information that is not publically available, provided that Service Provider does not electronically or physically retain any Buyer non-public information subsequent to such access, Service Provider's obligation with respect thereto is limited to meeting or exceeding the Internet Access-Only Requirements specified in the current SISR and any applicable industry standards reasonably intended to protect against threats both to the unauthorized or accidental destruction, loss, alteration, or use of, and the unauthorized disclosure or access to non-public information.
4. Service Provider personnel who are provided ongoing access to Buyer facilities and/or network and computing resources shall abide by all applicable Acceptable Use policies and complete the information security training approved by Buyer. For such personnel, Service Provider shall conduct background checks and/or other investigations deemed necessary, as appropriate and permitted by applicable law. Service Provider personnel with direct, unrestricted access to the Johnson & Johnson Network ("JJNET") shall complete Buyer's information security awareness training upon initial access to JJNET and annually thereafter. Service Provider access or connectivity may be terminated at any time upon violation of policies and/or misuse or abuse of privileges.
5. If Service Provider discovers or is notified of a breach or potential breach of security relating to Buyer information that is not intended for public release, Service Provider shall (a) notify Buyer within 24 hours of such breach or potential breach and (b) if the applicable Buyer information was in the possession of Service Provider at the time of such breach or potential breach, Service Provider shall (i) investigate and remediate the effects of the breach or potential breach and (ii) provide Buyer with satisfactory assurance that such breach or potential breach will not reoccur.

EXHIBIT F – PROTECTION OF PERSONAL INFORMATION

A. Definitions

"Personal Information" means data that identifies or can be used to identify an individual.

"Privacy Breach" means any unauthorized access, acquisition, use, disclosure or destruction of, or damage to, Personal Information, or any breach of applicable privacy or data protection law or of this Agreement with respect to the Processing of Personal Information by Service Provider.

"Process," "Processed," and "Processing" means the collection, possession, use, disclosure, transfer, storage, deletion, combination, access or other use of Personal Information as contemplated by applicable privacy and data protection laws.

B. Personal Information Privacy & Data Protection

In connection with Processing of Personal Information that is received or accessed by Service Provider from Buyer or its affiliates, or from their employees, representatives or contractors, or others on behalf of Buyer or its affiliates, Service Provider shall, and shall ensure that any person engaging in the Processing of Personal Information on its behalf in connection with this Agreement will, comply with this Exhibit.

1. Service Provider shall Process Personal Information only to perform its obligations under this Agreement or as otherwise instructed by Buyer in writing from time to time. Service Provider shall Process Personal Information in accordance with all applicable data privacy and data protection laws, and applicable policies and standards including, to the extent required as part of Service Provider's obligations under this Agreement, Buyer's Cookie Policy.

2. Service Provider shall ensure that Personal Information is not disclosed to, transferred to or allowed to be accessed by any third party (including subcontractors and affiliates) without the prior written consent of Buyer except as specifically set forth in this Agreement. In the event Buyer consents to Service Provider disclosing, transferring and/or allowing access to Personal Information to a third party, Service Provider shall ensure in advance that such third party is bound in writing to terms at least as restrictive as this Exhibit with respect to Personal Information, provide such writing to Buyer promptly upon Buyer's request and fulfill all applicable legal requirements, such as execution of data transfer agreements between the Service Provider and the third party. Service Provider shall remain responsible at all times for all actions by such third parties with respect to such Personal Information.

3. Service Provider shall ensure that Personal Information is not disclosed to, transferred to and/or allowed to be accessed by or otherwise Processed by its employees or personnel in any country other than those set forth in this Agreement unless previously agreed to in writing by Buyer. Service Provider agrees to meet any additional regulatory or legal requirements necessary to allow such transfers. In the event that Buyer allows Service Provider to expand the list of countries to which the Personal Information may be transferred, Service Provider agrees to cooperate with Buyer in meeting any additional regulatory or legal requirements necessary to allow such transfers.

4. Service Provider shall, to the extent required as part of Service Provider's obligations under this Agreement, ensure that all Personal Information Processed by Service Provider is accurate and, where required, kept up-to-date, and ensure that any Personal Information that is inaccurate or incomplete is erased or rectified in accordance with Buyer's instructions, this Agreement or applicable law.

5. Service Provider shall, unless specifically prohibited by applicable law, (i) promptly (and in any event within five days of receipt) notify Buyer in writing if Service Provider receives any requests, complaints or inquiries from an individual with respect to Personal Information Processed by Service Provider including, opt-out requests, requests for access and/or rectification and allegations that the Processing infringes an individual's rights under applicable law and, (ii) not respond to any such requests, complaints or inquiries unless expressly authorized to do so by Buyer.

6. Service Provider shall notify Buyer in writing immediately (and in any event within twenty-four (24) hours) whenever Service Provider reasonably believes that there has been any Privacy Breach. Such notice will provide

EXHIBIT F (continued)

detailed information regarding such Privacy Breach, including its nature and scope; actual or potential cause; any reports to law enforcement; and, measures being taken to investigate, correct, mitigate, and prevent future Privacy Breaches. Service Provider will provide, at Service Provider's sole cost, reasonable assistance and cooperation requested by Buyer to investigate and notify affected individuals, regulatory bodies, or credit reporting agencies with respect to any such Privacy Breach. Service Provider will also remediate and mitigate the effects of the Privacy Breach as Buyer deems appropriate, including any notification that Buyer or an applicable regulatory body may determine appropriate to send to individuals impacted or potentially impacted by the Privacy Breach and/or the provision of any credit reporting or other remedial service. Service Provider shall not notify any individual or any third party of any Privacy Breach without Buyer's prior consent except to the extent required by law and, in such case, Service Provider shall promptly notify Buyer of such requirement. In addition, within thirty (30) days of identifying or being informed of a Privacy Breach, Service Provider shall develop and execute a plan, subject to Buyer's approval, that reduces the likelihood of a recurrence of such Privacy Breach. Without limiting any other rights of Buyer under this Agreement, Buyer may at its discretion immediately terminate this Agreement as a result of a Privacy Breach without Buyer having any financial or other liability of any nature whatsoever to Service Provider resulting from such termination.

7. Service Provider shall immediately cease Processing and promptly return, archive, or destroy Personal Information in its possession, in accordance with Buyer's instructions, when no longer necessary to provide the Services to Buyer, upon termination or expiration of this Agreement for any reason, or immediately upon Buyer's request. When disposing of any paper, electronic or other record containing Personal Information (including Personal Information retained by Service Provider for disaster recovery and data back-up), Service Provider shall do so by taking all reasonable steps to destroy the information by: (i) shredding; (ii) permanently erasing and deleting; (iii) degaussing; or, (iv) otherwise modifying the Personal Information in such records to make it unreadable, unreconstructable and indecipherable.

8. If Service Provider is required by law or receives any order, demand, warrant or any other document requesting or purporting to compel the production of Personal Information (such as oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes), Service Provider shall, except to the extent prohibited by law, immediately notify Buyer and shall not produce the Personal Information for at least forty-eight (48) hours following such notice to Buyer so that Buyer may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure. In addition to the foregoing, Service Provider shall exercise commercially reasonable efforts to prevent and limit any such disclosure, to otherwise preserve the confidentiality of the Personal Information and shall cooperate with Buyer with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Personal Information.

9. At any time during the term of this Agreement, upon request and in a reasonable time and manner, Service Provider shall make its internal policies, procedures, practices, and books and records relating to the privacy and security of Personal Information and the Processing of Personal Information available to Buyer and/or its affiliates for review.

10. Service Provider shall provide Buyer and its affiliates and their representatives upon reasonable request with: (i) access to Service Provider's premises and records; (ii) assistance and cooperation of Service Provider's relevant staff; and (iii) facilities at Service Provider's premises for the purpose of auditing Service Provider's compliance with its obligations in this Exhibit. Upon notice to Service Provider, Service Provider shall assist and support Buyer in the event of an investigation by any regulator, including a data protection regulator, if and to the extent that such investigation relates to Personal Information handled by Service Provider for Buyer. Such assistance shall be at Buyer's expense, except where such investigation was required due to Service Provider's acts or omissions, in which case such assistance shall be at Service Provider's expense.

11. Upon Buyer's request, Service Provider shall enter into data transfer agreements with Buyer and Buyer's affiliates as needed to satisfy cross-border transfer obligations relating to Personal Information, such as the Standard Contractual Clauses issued by the European Commission or comply with another cross-border data transfer mechanism deemed compliant by the European Commission to allow Personal Information to be transferred to Service Provider and any affiliate or subcontractor of Service Provider by Buyer or its affiliates.

EXHIBIT F (continued)

12. Service Provider shall take any other steps reasonably requested by Buyer to assist Buyer in complying with any notification, registration or other obligations applicable to Buyer or its affiliates under laws relating to Processing Personal Information under this Agreement. In the event this Agreement, or any actions to be taken or contemplated to be taken in performance of this Agreement, do not or would not satisfy either party's obligations under such laws, the parties shall cooperate with each other and execute an appropriate amendment to this Agreement.

13. Notwithstanding anything to the contrary in this Agreement, Buyer's affiliates are intended third-party beneficiaries of this Exhibit, shall be entitled to its benefits and shall be entitled to enforce this Exhibit as if each were a signatory hereto.

14. Service Provider agrees to indemnify, defend and hold harmless Buyer and its affiliates and their directors, employees, and agents from and against any and all claims and resulting damages, liabilities, expenses, fines and losses of any type, to the extent arising out of, or relating to the following: (i) Service Provider's failure (or the failure of any personnel, contractor, or agent of Service Provider) to comply with the obligations under this Exhibit; (ii) any Privacy Breach; and (iii) any negligence or willful misconduct by Service Provider, its personnel, contractor or agents or any third party to whom Service Provider provides access to Personal Information.

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EXHIBIT G – INSURANCE REQUIREMENTS

“Service Provider” includes Service Provider, its contractors, subcontractors and consultants.

Insurance Requirements

Service Provider shall procure and maintain, at all times and at its own expense, during the term of this Agreement or as otherwise specified below, the types of insurance(s) specified below.

A. Commercial General Liability

Service Provider shall provide coverage on a Commercial General Liability Occurrence Coverage Form including coverage for product liability/completed operations with limits of not less than \$3,000,000 each occurrence and \$4,000,000 annual aggregate. Such insurance shall include worldwide coverage including coverage for USA jurisdiction claims and occurrences. Any exclusions or amendments to the policy form must be disclosed to Buyer. Service Provider’s policy shall be specifically endorsed to include Buyer, its subsidiaries, and its directors, officers and employees, as Additional Insureds.

B. Workers’ Compensation

Service Provider shall provide Workers’ Compensation Insurance covering all employees who are to provide Services under this Agreement (or equivalent insurance if Services are delivered outside of the United States). Employers’ Liability coverage is required with limits of not less than the following:

Bodily Injury by Accident.....	\$1,000,000 Each Accident
Bodily Injury by Disease.....	\$1,000,000 Each Employee
Bodily Injury by Disease.....	\$1,000,000 Policy Limit

Service Provider’s policy shall be specifically endorsed to waive any rights of subrogation against Buyer, its subsidiaries, and its directors, officers and employees.

C. Professional Liability

Service Provider shall maintain coverage on a Professional Liability Form (or equivalent) in the amount of not less than \$5,000,000 per claim with a \$5,000,000 annual aggregate. Such professional liability insurance coverage shall remain in effect for at least five (5) years after termination of the Agreement.

D. All Risk Property Insurance

Service Provider shall provide All Risk Property Insurance in an amount not less than the full replacement cost of Service Provider’s property.

E. Miscellaneous

1. Service Provider’s policies for each of the coverages set forth above shall specifically waive any rights of subrogation against Buyer and its affiliates, and their directors, officers and employees.
2. Service Provider shall supply Buyer with above proof of insurance and forms, including any endorsements, as required upon the signing of this Agreement, but Buyer’s failure to demand such proof or forms shall not waive Buyer’s rights to such coverage as specified herein.
3. All insurance companies for each of the coverage set forth above must be rated A or better with a financial rating of VII or better in the most recent A.M. Best’s Rating Guide.

EXHIBIT G (continued)

4. All insurance policies for each of the coverages set forth above shall provide for thirty (30) days' prior written notice to Buyer of any cancellation, nonrenewal or material change of coverage.

5. All Service Provider insurance will be primary with no right of contribution by Buyer, its affiliates, or their respective insurers. Service Provider will be solely and fully responsible for any deductibles or self-insured retentions under any required coverage. Service Provider will remain liable for any insurance obligation not satisfied; however, this requirement will in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement.

*Modified as noted in the attached cover sheet

EXHIBIT H – DISPUTE RESOLUTION

Mediation

The parties shall first attempt in good faith to resolve any Dispute by confidential mediation in accordance with the then current *Mediation Procedure* of the International Institute for Conflict Prevention and Resolution ("CPR Mediation Procedure") (www.cpradr.org) before initiating arbitration. The CPR Mediation Procedure shall control, except where it conflicts with these provisions, in which case these provisions control. The mediator shall be chosen pursuant to CPR Mediation Procedure. The mediation shall be held in New York, New York.

Either party may initiate mediation by written notice to the other party of the existence of a Dispute. The parties agree to select a mediator within 20 days of the notice and the mediation will begin promptly after the selection. The mediation will continue until the mediator, or either party, declares in writing, no sooner than after the conclusion of one full day of a substantive mediation conference attended on behalf of each party by a senior business person with authority to resolve the Dispute, that the Dispute cannot be resolved by mediation. In no event, however, shall mediation continue more than 60 days from the initial notice by a party to initiate mediation unless the parties agree in writing to extend that period.

Any period of limitations that would otherwise expire between the initiation of mediation and its conclusion shall be extended until 20 days after the conclusion of the mediation.

Arbitration

If the parties fail to resolve the Dispute in mediation, and a party desires to pursue resolution of the Dispute, the Dispute shall be submitted by either party for resolution in arbitration pursuant to the then current CPR *Non-Administered Arbitration Rules* ("CPR Rules") (www.cpradr.org), except where they conflict with these provisions, in which case these provisions control. The arbitration will be held in New York, New York. All aspects of the arbitration shall be treated as confidential.

The arbitrators will be chosen from the CPR Panel of Distinguished Neutrals, unless a candidate not on such panel is approved by both parties. Each arbitrator shall be a lawyer with at least 15 years experience with a law firm or corporate law department of over 25 lawyers or who was a judge of a court of general jurisdiction. To the extent that the Dispute requires special expertise, the parties will so inform CPR prior to the beginning of the selection process.

The arbitration tribunal shall consist of three arbitrators, of whom each party shall designate one in accordance with the "screened" appointment procedure provided in CPR Rule 5.4. The chair will be chosen in accordance with CPR Rule 6.4.

If, however, the aggregate award sought by the parties is less than \$5 million and equitable relief is not sought, a single arbitrator shall be chosen in accordance with the CPR Rules.

Candidates for the arbitrator position(s) may be interviewed by representatives of the parties in advance of their selection, provided that all parties are represented.

The parties agree to select the arbitrator(s) within 45 days of initiation of the arbitration. The hearing will be concluded within nine (9) months after selection of the arbitrator(s) and the award will be rendered within 60 days of the conclusion of the hearing, or of any post-hearing briefing, which briefing will be completed by both sides within 45 days after the conclusion of the hearing. In the event the parties cannot agree upon a schedule, then the arbitrator(s) shall set the schedule following the time limits set forth above as closely as practical.

The hearing will be concluded in ten hearing days or less. Multiple hearing days will be scheduled consecutively to the greatest extent possible. A transcript of the testimony adduced at the hearing shall be made and shall be made available to each party.

EXHIBIT H (continued)

The arbitrator(s) shall be guided, but not bound, by the *CPR Protocol on Disclosure of Documents and Presentation of Witnesses in Commercial Arbitration* (www.cpradr.org) ("Protocol"). The parties will attempt to agree on modes of document disclosure, electronic discovery, witness presentation, etc. within the parameters of the Protocol. If the parties cannot agree on discovery and presentation issues, the arbitrator(s) shall decide on presentation modes and provide for discovery within the Protocol, understanding that the parties contemplate reasonable discovery.

The arbitrator(s) shall decide the merits of any Dispute in accordance with the law governing this Agreement, without application of any principle of conflict of laws that would result in reference to a different law. The arbitrator(s) may not apply principles such as "amiable compositeur" or "natural justice and equity."

The arbitrator(s) are expressly empowered to decide dispositive motions in advance of any hearing and shall endeavor to decide such motions as would a United States District Court Judge sitting in the jurisdiction whose substantive law governs.

The arbitrator(s) shall render a written opinion stating the reasons upon which the award is based. The parties consent to the jurisdiction of the United States District Court for the district in which the arbitration is held for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should such court for any reason lack jurisdiction, any court with jurisdiction may act in the same fashion.

Each party has the right to seek from the appropriate court provisional remedies such as attachment, preliminary injunction, replevin, etc. to avoid irreparable harm, maintain the status quo, or preserve the subject matter of the Dispute. Rule 14 of the CPR Rules does not apply to this Agreement.

EACH PARTY HERETO WAIVES: (1) ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY, (2) WITH THE EXCEPTION OF RELIEF MANDATED BY STATUTE, ANY CLAIM TO PUNITIVE, EXEMPLARY, MULTIPLIED, INDIRECT, CONSEQUENTIAL OR LOST PROFITS/REVENUES DAMAGES, AND (3) ANY CLAIM FOR ATTORNEY FEES, COSTS AND PREJUDGMENT INTEREST.

EXHIBIT I – COMPLIANCE WITH ANTI-CORRUPTION LAWS

Notwithstanding anything to the contrary in this Agreement, Service Provider hereby agrees that:

(a) Service Provider shall not perform any actions that are prohibited by local and other anti-corruption laws (including the provisions of the U.S. Foreign Corrupt Practices Act, collectively “Anti-Corruption Laws”) that may be applicable to one or both parties to this Agreement;

(b) Service Provider shall not, directly or indirectly, make any payment, or offer or transfer anything of value, or agree or promise to make any payment or offer or transfer anything of value, to a government official or government employee, to any political party or any candidate for political office or to any other third party related to the transaction with the purpose of influencing decisions related to Buyer and/or its business in a manner that would violate Anti-Corruption Laws;

(c) Service Provider shall not retain any government official or government employee in the performance of this Agreement unless it has been approved by Buyer and, if necessary, by the competent authority or authorities and such government official's or employee's employer. Furthermore, Service Provider shall immediately advise Buyer in writing in the event Service Provider becomes aware that any person engaged in the performance of this Agreement becomes a government official or employee, a political party official or a candidate for political office. The requirements of this subsection shall not apply with respect to employees of a Service Provider that is a government owned entity;

(d) Service Provider shall designate an individual within its organization to receive training from Buyer on Anti-Corruption Laws, as well as applicable rules on interactions with health care professionals, as mutually agreed to by the parties. Such designated individual shall then provide such training on Anti-Corruption Laws, using applicable training materials to be provided by Buyer, on at least an annual basis to all persons employed by Service Provider who perform work for Buyer and interact with government officials or health care professionals in the normal course of their responsibilities. Upon Buyer's and Service Provider's mutual agreement, such training may also be provided directly by Buyer to such employees of Service Provider. Service Provider shall also provide such training or training materials to any subcontractors it uses in the performance of this Agreement (to the extent the use of such subcontractors by Service Provider is permitted under this Agreement). Any training and materials provided by Buyer does not relieve Service Provider of any obligations it has independent of this Agreement and Service Provider shall not rely on Buyer's training and materials for any such obligations;

(e) Service Provider shall certify on an annual basis in a format to be provided by Buyer that:

- a. training and training materials on Anti-Corruption Laws, as well as applicable rules on interactions with health care professionals, have been provided to all persons employed by Service Provider who perform work for Buyer and interact with government officials or health care professionals in the normal course of their responsibilities and that it has provided Buyer training and training materials to subcontractors used by Service Provider in the performance of this Agreement;
- b. to the best of Service Provider's knowledge, there have been no violations of Anti-Corruption Laws by Service Provider or persons employed by or subcontractors used by Service Provider in the performance of this Agreement;
- c. personnel of Service Provider who may be designated as "Key Personnel" by mutual agreement of Buyer and Service Provider have not changed, except as noted in a schedule attached to the certification provided by Service Provider;
- d. Service Provider has made no changes in its use of subcontractors to provide Services for Buyer under this Agreement, except as (1) permitted under this Agreement and (2) noted in a schedule attached to the certification provided by Service Provider; and
- e. Service Provider has maintained true and accurate records necessary to demonstrate compliance with the requirements of this Exhibit I.

(f) Service Provider shall maintain and provide Buyer and its auditors and other representatives with access to records (financial and otherwise) and supporting documentation related to the subject matter of this

EXHIBIT I (continued)

Agreement as may be requested by Buyer in order to document or verify compliance with the provisions of this Exhibit I; and

(g) If Service Provider fails to comply with any of the provisions of this Exhibit I, such failure shall be deemed to be a material breach of this Agreement and, upon any such failure, Buyer shall have the right to terminate this Agreement with immediate effect upon written notice to Service Provider without Buyer having any financial liability or other liability of any nature whatsoever resulting from any such termination.

EXHIBIT J –SERVICES RELATED TO HEALTH CARE PROFESSIONALS

1. Service Provider may engage Health Care Professionals to provide Services on behalf of Buyer, as specifically set forth in each Statement of Work ("SOW"). "Health Care Professional" or "HCP" is defined as (i) any person who is licensed by a state to provide health care services directly or indirectly to patients, such as a physician, a nurse, a technician, a psychologist, or a lab specialist and/or (ii) any person or organization to whom Buyer markets its products and services that is in a position to influence the selection of the products furnished or purchased, including but not limited to hospitals and health systems, administrators, procurement personnel, group purchasing organizations, pharmacy benefit managers, and business people.
2. Service Provider shall, with respect to each HCP engaged under this Agreement or any SOW:
 - a. Ensure that the HCP's Services on behalf of Buyer are provided in compliance with all applicable laws and regulations, including but not limited to laws and regulations pertaining to the promotion of products regulated by the United States Food and Drug Administration (FDA); laws, regulations and guidance pertaining to federal and state anti-kickback and submission of false claims to governmental or private health care payors (collectively, "Health Care Compliance" or "HCC"); state and federal laws and regulations relating to the protection of individual and patient privacy; and any other laws and regulations applicable to such services.
 - b. Ensure that HCP's Services are provided on behalf of Buyer in compliance with Buyer's written policies and procedures of which Service Provider is provided notice, including, but not limited to, policies and procedures related to FDA and Health Care Compliance and the protection of individual and patient privacy (collectively, "Buyer Policies"). The requirements of this Agreement and any additional policies provided attached to this Agreement or the applicable SOW shall constitute Buyer Policies of which Buyer provides notice to Service Provider.
 - c. Execute a written agreement setting forth Services and compensation for such Services, prior to the HCP providing any Services pursuant to this Agreement or the applicable SOW. The parties shall include in each SOW a template agreement that Service Provider shall use in engaging such HCPs. Service Provider shall ensure that any payments made to HCPs do not exceed fair market value for Services provided by the HCP.
 - d. Ensure that each HCP is:
 - (i) not excluded from a Federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities at https://www.oig.hhs.gov/exclusions/exclusions_list.asp);
 - (ii) not debarred by the FDA under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List at <http://www.fda.gov/ICECI/EnforcementActions/FDADebarmentList/default.htm>);
 - (iii) not otherwise excluded from contracting with the federal government (see the Excluded Parties Listing System at <https://www.sam.gov/portal/public/SAM/>); and
 - (iv) for HCPs who are health care practitioners, duly licensed in the state where he or she is currently practicing.
- If an HCP fails to satisfy one or more of the requirements set forth in Section 2(d)(i) through (iv) above at any time during the term of this Agreement or the applicable SOW, Service Provider must notify Buyer in writing within ten (10) days of any such change in status, and upon receipt of such notice, JJSI shall have the right to terminate this Agreement, and Buyer shall have the right to terminate any applicable SOW.
- e. Ensure that each HCP is qualified and authorized to provide Services as may be agreed to by Service Provider and Buyer in any applicable SOW, or required by law or any applicable authority, including, but not limited to, any required ethics or other authorizations from federal, state or local government agencies for HCPs who are employees of such agencies.

EXHIBIT J (continued)

f. Compensate each HCP the fair market value for his/her services, based on Services provided, and in a manner that does not take into account the volume or value of any prescriptions, referrals or business generated among the parties.

g. Comply fully with professional and/or employment rules (such as conflicts of interest or ethics policies) established by Service Provider or a professional organization or institution with which HCP is affiliated when the provision of Services by an HCP is subject to such rules, including, as applicable, obtaining any required approval(s) prior to providing Services and making any required reports.

3. Service Provider shall provide notice to each HCP of the following:

The Physician Payments Transparency Requirements of the Patient Protection and Affordable Care Act of 2010 (codified at 42 U.S.C. 1320a-7h) and implementing regulations, require certain pharmaceutical, medical device, and other companies to annually report to the Centers for Medicare and Medicaid Services (CMS) certain information about payments and transfers of value provided directly or indirectly to U.S. physicians and teaching hospitals, which CMS will make publicly available. This includes any payments or transfers of value that Buyer provides indirectly through Service Provider to U.S. physicians and teaching hospitals. As required by law, Buyer will report to CMS information about payments and transfers of value that Service Provider provides to U.S. physicians and teaching hospitals pursuant to this Agreement. This includes any portion of any payment or transfer of value that Buyer furnishes to Service Provider which Service Provider then provides directly or indirectly to U.S. physicians or teaching hospitals, including its employees, agents, or contractors. Information that Buyer must report includes the identity and business address of each relevant U.S. physician or teaching hospital, the value and purpose of any payments or transfers of value that are furnished, and any other information as may be required by law. To enable Buyer to comply with its legal obligations, Service Provider shall track, maintain, and provide Buyer information and data related to any payments or transfers of value that Service Provider provides to U.S. physicians and teaching hospitals under this Agreement. Service Provider shall provide such information and data in the form and manner that Buyer requests in a timely manner. The Buyer may also report information about compensation, payments or transfers of value that Service Provider provides to U.S. physicians and teaching hospitals as otherwise required by law and the Buyer reserves the right to post on a website accessible to the public such information, whether or not required by law.

4. Service Provider shall, within thirty (30) days of Buyer's request, upload to Buyer's health care compliance data system (the "Totality Third Party Service Provider Portal") or any similar system created in the future, all compliance documents and data templates related to Services. Data requirements regarding Totality Third Party Service Provider Portal can be found at <https://totalitygateway.jnj.com>. Compliance documents and data templates include but may not be limited to the following:

- a. Copies of written agreements including compensation terms, with each HCP providing Services.
- b. Copies of reports indicating that each HCP providing Services is not excluded or debarred and, for any health care practitioner, duly licensed under state law, as set forth above. Service Provider shall obtain such reports prior to engaging such HCP to provide Services.
- c. Documentation of Services provided by such HCP (e.g., a written report, comments collected at a meeting, presentation materials, etc.).
- d. HCP data templates capturing details on HCP value exchange. Value exchanges shall include, without limitation, any gifts, meals, compensation, travel reimbursement and patient-related materials provided to HCPs in connection with this Agreement.
- e. Documentation that shows that Service Provider provided notice to each HCP that information provided pursuant to this Agreement may be made publicly available at any time at the sole discretion of Buyer.
- f. Electronic report of overall expenses paid to or on behalf of each HCP and electronic copies of all original receipts documenting such expenses.

EXHIBIT J (continued)

g. Written evidence of any required ethics or other authorizations allowing HCPs employed by federal, state or local government agencies, including but not limited to pharmacy and therapeutics committees, to provide Services under this Agreement.

5. In the event that Buyer is charged with any fee or penalty because Service Provider failed to provide any of the above documentation or comply with the requirements set forth herein, Service Provider agrees, without limiting any other right or remedy available to Buyer, to reimburse Buyer for such fees or penalties. Buyer reserves the right to reduce or not pay any invoice in the event that Service Provider fails to comply with the requirements set forth in this Exhibit J.

6. In addition to the foregoing reporting requirements, Service Provider shall produce and send to Buyer electronic reports each month in which payments were made or gifts or meals were provided to HCPs by Service Provider on behalf of Buyer, listing the following:

- a. value of any gifts, meals, compensation paid, and/or entertainment provided to HCPs, whether their services were obtained through a written agreement or not;
- b. nature, purpose and date of payments or other items of value provided; and
- c. names, addresses, and federal Tax I.D. number of HCPs who were paid remuneration for Services relating to Buyer.

7. Service Provider shall report any violations of the compliance obligations set forth in this Agreement to Buyer at the name and address listed in Section 23 (Notices) or through the Vendor & Distributor Hotline at 1-800-556-2496.

8. Service Provider, at its expense, shall ensure that all personnel and subcontractors involved in providing Services under a SOW attend and participate in training and educational programs reasonably scheduled by Buyer. Service Provider, at its expense, agrees to train and periodically provide refresher training to all its new and current personnel and subcontracted personnel providing Services under a SOW regarding the compliance obligations set forth in this Agreement, including any Buyer Policies applicable to Services. Service Provider shall, upon request, provide Buyer with a record of the training provided and the dates training was attended by any Service Provider owners, personnel, or subcontractors.

From	WorksenseContracts@ustechsolutions.com
To...	Desir, Randolph [ETHUS] <RDesir@its.jnj.com>
Cc...	
Subject	FW: Insurance Waiver Request: Mareana Inc. // NEW ONBOARDING
Attached	 WORKSENSE - Insurance Waiver Request Form.xlsx 18 KB

Supplier Name and Email: Vishal Prasad / vishal@mareana.com

Dear J&J WORKSENSE™ NA Program Manager,

Please find the attached MSA ready to be sent out for execution:

Vendor Name:

- SP: 

Changes to the Template:

Revised Exhibit G attached – Approved by Randolph Desir

Thank You

Please note: This recommendation applies only to the classification of the officers, principles, members, owners And/or W2 employees of the Service Provider. The WORKSENSE™ Program Office makes no representation And/or recommendation regarding the status of any subcontractor engaged or used by the Service Provider

MSA for Echosign - Mareana Inc

Final Audit Report

2019-10-06

Created:	2019-10-04
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