

MATERIAL AND DATA TRANSFER AGREEMENT

This Material and Data Transfer Agreement (“**Agreement**”) is effective as of [REDACTED], 202[REDACTED] (“**Effective Date**”) by and between Accelerated Cure Project, Inc. (“**Provider**”), having a primary place of business at 800 Lexington Street, STE2 #1069, Waltham, Massachusetts 02452 and [COUNTERPARTY NAME] having a primary place of business at [COUNTERPARTY ADDRESS] (the “**Recipient**”).

WHEREAS, Recipient has requested that Provider provide Recipient with certain of Provider’s proprietary materials and/or certain clinical and epidemiological information, in each case as described in Appendix A, for Recipient’s internal research purposes, and Provider is willing to provide such materials and information for such purposes, all pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

- 1.1 “**Affiliate**” means with respect to either party, any corporation, company, partnership, joint venture and/or firm which controls, is controlled by or is under common control with such party, as applicable. As used in this definition, “**control**” means (i) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction); and (ii) in the case of non-corporate entities, the direct or indirect power to manage, direct or cause the direction of the management and policies of the non-corporate entity or the power to elect more than fifty percent (50%) of the members of the governing body of such non-corporate entity.
- 1.2 “**Confidential Information**” means any and all non-public, confidential or proprietary information, including scientific, technical, or business information, or trade secrets, in whatever form (written, oral or visual) disclosed by or on behalf of one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”) in connection with this Agreement. Confidential Information of Provider includes Data, Material, the properties of Material, and log-in information required to access the Data for downloading purposes. The terms of this Agreement are the Confidential Information of both parties.
- 1.3 “**Data**” means (i) all information and data to be provided by Provider as set forth in Appendix A; and (ii) any other data or information provided or made available by Provider to Recipient relating to the Material.
- 1.4 “**Material**” means the materials in the amount and with the specifications set forth in Appendix A, together with (i) all progeny, mutants, unmodified derivatives, variations, copies, parts, and copies thereof, (ii) any substances purified from the provided Material or any source material included therein, (iii) the sequences thereof, (iv) any fragments, portions, mutants, variants, analogs, copies, and derivatives thereof, and (v) any recombinant or engineered form or other embodiment of any of the foregoing. The term “Material” also includes all or part of any original Material provided hereunder.

2. DELIVERY; LIMITED RIGHT OF USE.

- 2.1 Provider will use commercially reasonable efforts to provide Recipient with the Data and/or Material, as applicable.
- 2.2 Recipient may use Data and Material only for Recipient's internal research purpose as expressly set forth in Appendix A, and for no other purpose ("**Research**"). Recipient shall ensure that Data and Material are only used by, and made accessible only to those of, Recipient's employees responsible for performance of the Research. Recipient may not distribute Data or Material to any third party. Recipient shall conduct the Research on its own behalf and not for or on behalf of any third party. Except as may be expressly set forth in Appendix A, Recipient shall not replicate, analyze, sequence, reverse engineer or modify the Material, create derivatives of the Material, or attempt to do any of the foregoing.
- 2.3 Recipient acknowledges that, as between the parties, Provider solely and exclusively owns the Data and Material, and retains all right and title in and to the Data and Material, and all intellectual property rights relating thereto. No right, title or interest in or to Data and/or Material is provided to Recipient except for the limited right to use such Data and/or Material as permitted in Section 2.2.
- 2.4 Recipient may use Data in connection with Artificial Intelligence (defined below) solely within a Closed AI Environment (defined below) and solely for the purposes expressly permitted under this Agreement. "**Artificial Intelligence**" means any machine-based system, model, tool, or functionality, including any machine learning, deep learning, neural network, large language model, foundation model, natural language processing, or generative AI system, that generates content or makes predictions, recommendations, or decisions based on data, prompts, objectives, or other inputs, whether or not subject to human oversight. "**Closed AI Environment**" means a proprietary, non-public, access-restricted environment that is owned or controlled by Recipient, is subject to confidentiality, security, and use restrictions at least as protective as those set forth in this Agreement, and is configured so that neither the Data nor any AI Output (defined below) is used to train, fine-tune, adapt, or improve any model, system, or service made available to any third party or the public.

Recipient shall not, and shall not permit any employee, contractor, affiliate, or service provider to: (a) input, upload, transmit, or otherwise make Data available to any public, shared, open, or generally available Artificial Intelligence system; (b) use Data to train, fine-tune, adapt, or improve any foundation model, large language model, or other model or service that is or may be made available to any third party; (c) disclose, transfer, sell, license, distribute, or otherwise make available any Data or AI Output to any third party except as expressly permitted by this Agreement; or (d) generate, use, or disclose any AI Output that contains, reflects, or could reasonably be used to reconstruct any Data, except for Provider's benefit and as expressly permitted by this Agreement. "**AI Output**" means any learnings, trained algorithms, trained or fine-tuned models, weights, embeddings, parameter updates, optimizations, predictions, patterns, or other output generated, developed, or derived by or through the use of Data in connection with Artificial Intelligence. Recipient shall deliver to Provider a copy of all AI Output within thirty (30) days after its creation. All AI Output will be deemed Provider Confidential Information. To the extent Recipient acquires any right, title, or interest in or to any AI Output, Recipient hereby grants to Provider a nonexclusive, royalty-free, fully paid-up, worldwide, perpetual,

irrevocable, transferable, and sublicensable license to use, reproduce, modify, distribute, display, perform, disclose, and otherwise exploit such AI Output for any lawful purpose.

- 2.5 Recipient shall not use Material in humans or in anything destined for human consumption.
- 2.6 Recipient shall take appropriate precautions to guard against unauthorized individuals gaining access to Data or Material. These precautions shall include, for example, the use of firewalls, password protection, and similar industry standard security practices.
- 2.7 Recipient shall not attempt to learn the identity of any person whose samples and associated information is included or contained in the Data or Material, and shall not present or publish data based on its use of the Data or Material through which an individual is identified or reasonably identifiable.
- 2.8 Recipient shall compensate the Provider for the provision of the Data and Material as set forth on Appendix A and shall pay such amounts within thirty (30) days of receipt of invoice. All amounts paid under this Agreement are exclusive of shipping charges, and duties and taxes, however designated, levied or based on this Agreement or the goods or services delivered hereunder, all of which shall be the responsibility of Recipient, and Recipient shall promptly reimburse the Provider for any such charges and taxes that the Provider pays directly. Unless otherwise provided in Appendix A, the terms of delivery of Material are FCA Origin (Incoterms 2020).

3. **RESEARCH RESULTS.**

- 3.1 Recipient shall have all rights and title in and to all of its results and analysis of the Research, including any of its results or work product specified in Appendix A (“**Results**”), and shall acknowledge Provider as the source of the Data and Material in any publications and/or presentations. However, Recipient shall not provide Results to any third party before sharing Results with the Provider as required in Section 3.2.
- 3.2 Recipient shall provide all Results to Provider, along with a “Read Me” document and/or data dictionary, to permit Provider’s analysis and interpretation of Results. Recipient shall deliver Results by the due date specified in Appendix A, or upon the expiration or termination of this Agreement, whichever occurs first. If Provider requests a status update from Recipient on the progress of the Research, then Recipient shall promptly provide a written update. Recipient may use Results solely for the Research.
- 3.3 Recipient hereby grants Provider a nonexclusive, royalty-free, fully paid up, worldwide, perpetual, irrevocable, sublicensable and transferable license to use and disclose Results for all lawful purposes; provided, however, that Provider will not disclose Results to any other investigators until the Results are published by Recipient, or such earlier date as may be set forth in Appendix A.
- 3.4 If Recipient wishes to publish or present Results, it shall provide a copy of the proposed presentation or publication to Provider at least thirty (30) days prior to the publication or presentation date. Recipient will also consider in good faith any comments that Provider has with respect to such publication or presentation.
- 3.5 Notwithstanding Section 2.2, Section 5.1, Section 5.2 or Section 7, Recipient may include in an academic publication or presentation a limited excerpt of the Data (a “**Permitted**

Excerpt”) solely to the extent reasonably necessary to substantiate, illustrate, or support a specific finding or conclusion in the Results as published in such publication, provided that: (i) the Permitted Excerpt is limited to the minimum quantum of Data reasonably necessary for a reader to evaluate or verify the specific finding or conclusion being supported, and Recipient has not included any Data beyond what is reasonably required for that purpose; (ii) the Permitted Excerpt, whether alone or in combination with any other excerpts published or disclosed by Recipient, does not, and could not reasonably be expected to, allow a third party to reconstruct, reassemble, or derive a substantial portion or the entirety of the Data; (iii) the Permitted Excerpt does not contain any personally identifiable information, protected health information, or other information that could reasonably be used to identify any individual data subject; (iv) the publication or presentation includes a citation or attribution to Provider as the source of the Data, in a form reasonably acceptable to Provider; and (v) the Permitted Excerpt is disclosed solely as part of, and incidental to, the presentation or publication of the Results.

4. **DISCLAIMERS.**

- 4.1 All Data or Material delivered pursuant to this Agreement are understood by the parties to be experimental in nature and, with respect to Material, may have hazardous properties. THE DATA AND MATERIAL ARE PROVIDED “AS IS” AND PROVIDER MAKES NO REPRESENTATIONS EXCEPT AS PROVIDED IN SECTION 6, AND EXTENDS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY THAT THE USE OF THE DATA, MATERIAL OR RESEARCH RESULTS WILL NOT INFRINGE OR VIOLATE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
- 4.2 Recipient assumes all liability for damages that may arise from its use, storage or disposal of Data and Material and any byproducts or derivatives thereof. Provider will not be liable to Recipient for any loss, claim or demand made by or against Recipient due to or arising from the use of the Data, Material or Research Results by the Recipient.
- 4.3 Provider makes no warranties, representations or undertakings with respect to the utility, efficacy, non-toxicity or safety of the Data or Material, or the appropriateness of using the Data or Material.

5. **SECURITY AND COMPLIANCE.**

- 5.1 All Data shall be accessed, stored, processed, and analyzed by Recipient exclusively within Provider’s designated third party secure Trusted Research Environment (“TRE”). Recipient shall ensure that Data, Material and Results, and any data linking any of the foregoing to Provider (including identifier barcodes) are stored in a secure, accessible location, in order to be available to Provider.
- 5.2 Recipient shall not download, locally store, copy, transfer, or otherwise remove individual-level Data from the TRE unless expressly authorized in writing by Provider and subject to requirements specified by Provider.
- 5.3 For the avoidance of doubt, the following shall not be exported, downloaded, copied, transferred, or stored outside the TRE without prior written authorization from Provider:

- (i) Raw omics files, including but not limited to FASTQ, BAM/CRAM, VCF, SNP array, transcriptomic, proteomic, metabolomic, imaging, and similar files; (ii) individual-level participant records or row-level datasets; (iii) data outputs that could reasonably permit identification or re-identification of a participant; and (iv) linkage keys, coded identifiers, or files capable of reconstituting participant-level information.
- 5.4 Recipient acknowledges that Provider reserves the right to review, approve, deny, log, monitor, and audit all export requests and activity within the TRE. Recipient shall comply with Provider's Data Access & Export Policy, as may be updated periodically to maintain compliance with evolving regulatory, security, and governance requirements.
- 5.5 Without limiting Provider's other available remedies, failure to comply with the above requirements may result in suspension or termination of access rights by Provider, required destruction of improperly exported data, and/or notification to Recipient's institution or applicable regulatory authorities.
- 5.6 Recipient shall use, handle, store and dispose (when permitted by Provider) of the Data and/or Material in compliance with all applicable federal, state and local laws, statutes, regulations, and/or guidelines, including, without limitation, United States and United Kingdom privacy and export laws, as well as any written instructions received from Provider. Compliance with the United States export laws shall include, but not be limited to, the Export Administration Regulations, the International Traffic in Arms Regulations, and the Office of Foreign Assets Controls Regulations. Such export compliance will include, but not be limited to, obtaining all necessary United States Government approvals and licenses required to export or re-export hardware, software and technology, including technical data and technical services. Each party will cooperate with the other party as necessary to obtain such approvals or licenses.
- 5.7 Recipient acknowledges that the conditions for the use of Data and/or Material include those issued by the Department of Health and Human Services. If the Research is subject to approval by an institutional review board, Recipient represents, warrants and covenants that it has obtained the approval of such board, that it will conduct the Research in accordance with the requirements of such board and that it will promptly report to the Provider any failure to so comply.
- 5.8 The Recipient shall promptly report to Provider any unanticipated problems involving risks to subjects or others, including laboratory personnel.
- 5.9 THE MATERIAL IS SOLELY FOR THE RESEARCH USE IDENTIFIED IN THE RESEARCH PLAN IN APPENDIX A AND HAS NOT BEEN APPROVED FOR HUMAN USE. RECIPIENT REPRESENTS, WARRANTS AND COVENANTS THAT IT WILL NOT ADMINISTER THE MATERIAL, EITHER DIRECTLY OR INDIRECTLY, TO HUMANS IN ANY MANNER OR FORM WHATSOEVER. RECIPIENT FURTHER REPRESENTS, WARRANTS AND COVENANTS THAT, TO THE EXTENT THE MATERIAL IS USED IN ANIMALS, NO ANIMALS RECEIVING THE MATERIAL, OR ANIMAL PRODUCTS DERIVED THEREFROM, SHALL BE EMPLOYED FOR HUMAN CONSUMPTION OR USE.
- 5.10 Recipient acknowledges that the Material has the potential for carrying viruses, latent viral genomes, and other infectious or otherwise harmful agents in an inapparent state. Recipient will handle Material carefully by trained persons under laboratory conditions that afford

adequate biohazard containment following minimum safety guidelines recommended for working with the Material provided by Provider. Recipient assumes full responsibility for its safe and appropriate handling of the Material.

- 5.11 Recipient shall not disclose to any third party nor use any protected health information, data relating to an identified or identifiable individual, or biological samples of subjects contained in the Data and/or Material, and Research Results, or any other information regulated by a law governing the collection, use, disclosure, or other processing of all or some information about identified or identifiable individuals (collectively, “**Personal Data**”) except as explicitly required for the Research outlined in Appendix A and shall only use such Personal Data in compliance with law applicable to the Personal Data or Recipient, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) when applicable. Such restrictions on the disclosure and use of Personal Data will remain in place for as long as such restrictions are required under applicable law. Any use and disclosure of Personal Data will be in accordance with applicable laws and the relevant consent documents. Recipient represents, warrants, and covenants that it is not a Covered Person, a Foreign Adversary Country, or Controlled by a Foreign Adversary (as those terms are defined in 28 C.F.R. § 202.211 and the Protecting Americans’ Data from Foreign Adversaries Act of 2024, § 2(c), 15 U.S.C. § 9901(c)). Recipient further agrees that, if Recipient is a Foreign Person (as that term is defined in 28 C.F.R. § 202.221), Recipient agrees not to engage in a Covered Data Transaction that involves Data Brokerage with a Covered Person or Country of Concern (as those terms are defined in 28 C.F.R. §§ 202.209, 202.210, 202.211, 202.214).

6. **PROVIDER REPRESENTATIONS.**

Provider represents and warrants that it is authorized to provide the Data and Material to the Recipient for purposes of conducting the Research as set forth in this Agreement. Provider represents and warrants that proper approval from an Institutional Review Board, or equivalent, and proper informed consent from relevant parties has been obtained in connection with the collection of the Material and generation of the Data, and with respect to the transfer of the Data and Material by the Provider to the Recipient, and use of the Data and Material by the Recipient in the Research as permitted herein.

7. **CONFIDENTIALITY.**

- 7.1 The Receiving Party shall maintain the Confidential Information in strict confidence, and only use the Disclosing Party’s Confidential Information as necessary for the Research and no other purpose, and not for the benefit of itself or others. The Receiving Party shall not copy, reduce to writing, reproduce or otherwise record the Disclosing Party’s Confidential Information except as is necessary in furtherance of the Research, with all such copies, writing, reproductions and recordings being considered the Disclosing Party’s Confidential Information. If Confidential Information is embodied in an item, such as a model or prototype, then Receiving Party shall not, and shall not permit any other party to, reverse engineer or analyze such item, or derive drawings, plans, designs, specifications, or other embodied information of such item, and any such derived information shall constitute Confidential Information of the Disclosing Party and is protected by this Agreement. The Receiving Party shall protect the Disclosing Party’s Confidential Information using not less than the same care with which it treats its own confidential information, but at all times shall use at least a reasonable degree of care.

- 7.2 The Receiving Party shall not disclose any of the Disclosing Party's Confidential Information without the prior written consent of Disclosing Party, except as expressly provided in Section 7.4, and except to such directors, officers, employees and agents (the "**Representatives**") of the Receiving Party and its Affiliates who need to know the Confidential Information for the Research and who are bound by obligations of non-use and non-disclosure at least as strict as those set forth herein. The Receiving Party shall be responsible for any disclosure or use of Confidential Information by such Representatives in violation of this Agreement. Receiving Party shall notify Disclosing Party of any unauthorized disclosure or use of Disclosing Party's Confidential Information promptly upon becoming aware of such disclosure or use, and will reasonably cooperate with the Disclosing Party in its efforts to mitigate the harm of such unauthorized disclosure or use.
- 7.3 The obligations of confidentiality shall not apply to information which (i) the Receiving Party can show was already known to it at the time of disclosure by the Disclosing Party, as demonstrated by the Receiving Party's business records kept in the ordinary course, other than from the Disclosing Party and other than as a result of the Receiving Party's breach of any legal obligations; (ii) is or becomes part of the public domain other than as a result of disclosure by the Receiving Party in violation of this Agreement, (iii) is lawfully given to the Receiving Party by a third party who has not breached any obligations of confidentiality to the Disclosing Party with respect to such information, or (iv) information which is independently developed by the Receiving Party without use of, reliance upon or reference to the Disclosing Party's Confidential Information as demonstrated by the Receiving Party's business records kept in the ordinary course.
- 7.4 Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that such disclosure is required by applicable law, regulation or court order; provided, however, that the Receiving Party promptly provides to the Disclosing Party prior written notice of such disclosure (to the extent not prohibited by applicable law) and provides reasonable assistance to the Disclosing Party in obtaining an order or other remedy protecting the Confidential Information from public disclosure. Receiving Party shall cooperate with the Disclosing Party, at the Disclosing Party's request and expense, to take all reasonable and lawful actions to avoid or minimize the degree of disclosure.
- 7.5 All Confidential Information is and shall remain the sole property of Disclosing Party. No license of or to any Confidential Information to the Receiving Party is granted, including by implication or estoppel, other than the limited right to use such Confidential Information of the Disclosing Party for the Research in accordance with the terms of this Agreement.
- 7.6 The obligations of confidentiality in this Section 7 shall remain in effect for five (5) years following expiration or termination of this Agreement provided that obligations of confidentiality with respect to Data shall survive indefinitely.
- 7.7 The Receiving Party shall, upon request by the Disclosing Party, promptly return, or, at the Disclosing Party's option, destroy (with a certificate of destruction provided to Disclosing Party), all of the Disclosing Party's Confidential Information; provided, however, that the Receiving Party may retain a single (1) copy of such Confidential Information in its confidential files for purposes of determining compliance with this Agreement, provided that said copy is subject to the obligations of non-use and non-disclosure set forth herein, so long as it is retained.

8. **INDEMNIFICATION; LIMITATION OF LIABILITY.**

- 8.1 Recipient shall defend, indemnify and hold harmless the Provider, its subsidiaries, parent corporations, Affiliates, affiliated hospitals, officers, directors, partners, shareholders, employees, agents, trustees, and their successors and assigns (collectively, the “**Indemnitees**”) from and against any claim, suit, demand, loss, damage, cost, expense (including reasonable attorney’s fees and costs of Indemnitees) and liability that arise from or relate to: (i) Recipient’s material breach of this Agreement; (ii) Recipient’s negligence or misconduct in performing obligations under this Agreement, or (iii) the Recipient’s use, handling, storage and/or disposal of the Data, Material, the Research Results, and any products or services derived therefrom.
- 8.2 IN NO EVENT WILL PROVIDER BE LIABLE TO RECIPIENT IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE AND/OR SPECIAL DAMAGES, OR DAMAGES FOR DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

9. **TERM AND TERMINATION.**

- 9.1 This Agreement shall become effective as of the EFFECTIVE DATE and expire upon completion of the Research and publication of the Research Results, unless terminated earlier pursuant to this Section 9. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Provider may terminate this Agreement upon notice to Recipient if Recipient breaches one or more of its obligations under this Agreement.
- 9.2 Termination or expiration shall not affect any payments then due hereunder or any rights or obligations of either party accruing prior to such expiration or termination, and Sections 2.3, 2.4, 2.7, 3, 4, 5, 7, 8, 9.2, 9.3 and 10 shall survive.
- 9.3 The Recipient shall, upon expiration or earlier termination of this Agreement or at the request of the Provider at any time, discontinue all use of the Data and/or Material and shall, at the option of Provider, return or destroy all Data and/or Material. All such destruction shall be pursuant to any written instructions received from Provider and in accordance with applicable laws, rules and regulations. Additionally, Recipient shall provide Provider with written confirmation of such destruction within thirty (30) days of expiration or termination of this Agreement.

10. **MISCELLANEOUS.**

- 10.1 The parties shall be independent contractors. Nothing within this Agreement shall be construed to create a partnership or joint venture, or employment or agent relationship between the Provider and the Recipient, nor shall either party’s employees, servants, agents or representatives, whether working for compensation or voluntarily, be considered the employees, servants, agents or representatives of the other. Neither party shall have any express or implied right or authority to assume or create any obligation on behalf of, or in

the name of, the other party; or to bind the other party to any contract, agreement or undertaking with any third party.

- 10.2 Each provision of this Agreement is independent and severable from the others, and if any provision of this Agreement is held to be invalid or unenforceable by a proper authority and it cannot be amended to conform with applicable laws so as to be valid and enforceable, then such provision shall be stricken and the remainder of this Agreement shall remain in full force and effect to carry out intentions of the parties as nearly as reasonably possible.
- 10.3 Nothing contained in this Agreement confers on either party any right to use in advertising, publicity, or other promotional activities any name, trade name, trademark, or other designation of the other party or its Affiliates. Additionally, Recipient shall not make any public statement or release concerning this Agreement without obtaining the prior written consent of Provider.
- 10.4 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any choice or conflict of laws rule or principle that would result in the application of the laws of any other jurisdiction. The parties expressly reject any application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods. Each party irrevocably and unconditionally submits in any legal action or proceeding relating to this Agreement to the exclusive general jurisdiction of courts located within the Commonwealth of Massachusetts and appellate courts thereof and consents that any such legal action or proceeding shall be brought in such courts and waives any objection to the propriety or convenience of such venues.
- 10.5 This Agreement, together with the attached Appendix A, constitutes the entire agreement between the parties with respect to the specific subject matter of this Agreement and all prior agreements, oral or written, with respect to such subject matter are superseded. Each party confirms that it is not relying on any representations or warranties of the other party except as specifically set forth in this Agreement.
- 10.6 This Agreement may be amended only by a writing signed by authorized representatives of the Recipient and the Provider.
- 10.7 Recipient may not assign, delegate or transfer its obligations under this Agreement, in whole or in part, without the prior written consent of Provider, and any attempted assignment, delegation or transfer by Recipient without such consent will be void. Provider may assign, delegate or transfer this Agreement in whole or in part without consent of Recipient. No assignment, delegation or transfer will relieve either party of the performance of any accrued obligation that such party may then have under this Agreement. This Agreement binds the parties' successors and permitted assigns.
- 10.8 Any delay in enforcing a party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party, as applicable.
- 10.9 This Agreement has been prepared jointly and will not be strictly construed against either party. The section headings are included solely for convenience of reference and will not

control or affect the meaning or interpretation of any of the provisions of this Agreement. The words “include,” “includes” and “including” when used in this Agreement are deemed to be followed by the phrase “but not limited to”.

- 10.10 This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument. A facsimile or portable document format (“.pdf”) copy of this Agreement, including the signature pages, will be deemed an original.
- 10.11 The term “notice” as used throughout this Agreement shall mean written notice, except where specifically provided herein to the contrary. Notice shall be delivered to the following addresses by (i) prepaid certified or registered mail, return receipt requested (or the equivalent), (ii) hand delivery with receipt acknowledged, or (iii) overnight commercial courier service that provides a delivery receipt. A party hereto may change its address for the receipt of notices hereunder by notifying the other party in writing of its new address in accordance with this Section 10.11. Notices will be effective upon receipt or at a later date stated in the notice. Notices shall be made to the following:

IF TO RECIPIENT

[REDACTED]

IF TO ACCELERATED CURE PROJECT

Accelerated Cure Project
800 Lexington Street, STE 2 #1069
Waltham, MA 02452
Attn: Sara Loud
Email: sloud@acceleratedcure.org

[The remainder of this page has been intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the EFFECTIVE DATE.

Recipient:

By: _____

(Signature)

Name: _____

Title: _____

Provider: ACCELERATED CURE PROJECT, INC.

By: _____

(Signature)

Name: Sara Loud

Title: CEO

APPENDIX A

Materials, Data and Research Plan

Data:

[insert list of Data being provided]

Material:

[insert list of Material being provided]

Research:

[insert detailed research plan for the Data and Material]

FEE TO Provider:

[insert compensation structure and schedule]. All pass through costs must be approved in advance in writing by Provider and will not include any administrative or other additional charges. Amounts due for pass through costs will be invoiced on the first day of the month following the date they are incurred and invoices will indicate which costs are pass through costs. Payment will be made in accordance with Section 2.8 of the Agreement.

TERMS OF DELIVERY:

[insert delivery details]

DATE TO PROVIDE Research Results:

[insert due date for Research Results to be provided to Provider]

Results TO BE PROVIDED UNDER SECTION 3:

[insert data to be provided following the Research, as part of the Results]

ACKNOWLEDGEMENT OF Provider IN PUBLICATIONS AND/OR PRESENTATIONS:

[list proposed publications of Research for Provider to approve pursuant to Section 3 of the Agreement]