**Data Set Order Form**

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| --- | --- | --- | --- |
| Customer: | LEGAL NAME | Contact: |  |
| Address: | ADDRESS | Phone: |  |
| Email: |  |
| Original Agreement: |  | Original Agreement Effective Date: |  |

This Data Set Order Form (the “**Order**”) is incorporated into agreement referenced above (the “**Agreement**”), is made and entered into as the last date of signature below by and between the customer identified above (“**Customer**”) and TriNetX, LLC, a Delaware limited liability corporation, with an address at 125 Cambridge Park Drive, Cambridge, MA, 02140 (“**TriNetX**”). By executing this Order, Customer agrees to the Data Use Terms as set forth in Appendix A attached hereto.

Pricing for Data Set and Outcomes Analytics is set forth below. TriNetX agrees to license the following Data Set(s) and Outcomes Analytics to Customer at the following prices and on the following terms:

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| --- | --- | --- | --- |
| **Study name or description of research for use of the Data Sets** | **Price** | **License Term** | **Additional Terms** |
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**IN WITNESS WHEREOF**, the parties have caused this Order to be signed and delivered by their duly authorized representatives as of the Effective Date.

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| --- | --- |
| CUSTOMER:**LEGAL NAME** | **TRINETX, LLC** |
| Name:  Title:  Date: | Name:  Title:  Date: |

**Appendix A**

**Terms of Use for TriNetX Data Sets**

The following terms (“Terms of Use”) apply to all organizations that are licensed to use TriNetX Platform (each a “User”) pursuant to an agreement with TriNetX, LLC. (the “Agreement”). Defined terms shall have the meaning set forth in the Agreement, unless otherwise defined in these Terms of Use.

1. Use of Data Sets.
   1. Licensed Data Sets may be used solely by authorized Users who are under an obligation of use consistent with the terms of the Agreement and these Terms of Use.
   2. User shall use Network Data Set(s) solely for the study(ies) for which the Data Set is licensed.
   3. User shall use all Data Set(s) only for its internal business purposes. User’s internal business purposes, if set forth in the Agreement, may include the right for User or its independent contractor(s) to create reports or analyses based upon Data Set(s) and disclose such reports or analyses with third parties. Any such reports or analyses shall not identify any individuals or healthcare institutions.
   4. User shall not use any Data Set(s), either alone or in concert with any other information, to make any effort to identify or contact individuals or healthcare institutions that are the subject or source of Data Set(s).
   5. No other use and/or disclosure of Data Sets is permitted.
2. Safeguarding Data Sets. Except as otherwise authorized under the Agreement or otherwise required by law, User agrees to retain control over the Data Set(s) and shall not disclose, release, sell, rent, loan or otherwise grant access to Data Set(s) to any third party, without the prior written consent of TriNetX. User agrees to establish appropriate administrative, technical and physical safeguards to prevent unauthorized use of or access to Data Set(s) and otherwise comply with these Terms of Use.
3. Compliance. User agrees to use all Data Set(s) in compliance with all applicable laws, rules and regulations, all professional standards applicable to research, including but not limited to (as applicable), U.S. Public Health Service and National Institutes of Health regulations and guidelines. User also provides assurance that all User institutional policies, including but not limited to the completion of any IRB review or approval that may be required, have been followed.
4. Publishing. User may publish any findings based upon Data Set(s). In publishing any such findings, User may not disclose or use the name of any source of the data without the prior written permission of TriNetX and, if applicable, the data source. If User publishes findings based upon the use of Data Set(s), User will publish such findings according to generally accepted scientific standards, for example Consort, Cochrane, or ISMPP Good Publication Practices.
5. Reporting Violations. User shall promptly report to TriNetX any acquisition, access, use or disclosure of Data Set(s) not provided for by the Agreement or these Terms of Use after becoming aware of any such acquisition, access, use or disclosure in breach of the Agreement or these Terms of Use. Should User commit a breach of the Agreement or these Terms of Use, which is not cured within thirty (30) days after notice of such breach by TriNetX, then User’s rights and license to such Data Set(s) shall terminate and User shall immediately return or destroy all such Data Set(s). In addition, the following additional restrictions shall apply to the use of Data Set(s):

* the Data Set(s) shall not be used to identify and/or select sites, patients, medical personnel, or other individuals for participation in clinical trials; and
* the Data Sets shall not be used to identify or profile patients, healthcare providers, benefits from prescription drug distributors, consumers, and medical payors.