DATA SHARING AGREEMENT

This **DATA SHARING AGREEMENT** (this "**Agreement**") is effective as of the date of last signature (the "**Effective Date**") between

_____ located at _____ (the "**Institution**"), and

JAZZ PHARMACEUTICALS, INC. located at 3170 Porter Drive, Palo Alto, California 94304 ("**Jazz**").

BACKGROUND

WHEREAS, Jazz and its Affiliates (as defined below) are engaged in the business of researching, developing manufacturing and marketing prescription pharmaceuticals and have accumulated certain data in clinical trials conducted by Jazz and its Affiliates; and

WHEREAS, Institution, on behalf of Lead Researcher and Researchers (as defined below), desires to get access to and obtain a license to use certain data collected by Jazz and its Affiliates accumulated in the conduct of specific clinical trials in order to conduct certain Analyses (the "**Research Project**"); and

WHEREAS, Jazz on its behalf and on behalf of its Affiliates, is willing to grant such a license and access to these data (in an anonymous form) via a secure, password protected analysis system to support the free exchange of scientific information subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of mutual promises, Jazz and Institution (each, a "**Party**" and collectively, the "**Parties**") agree as follows:

1. DEFINITIONS

1.1 "**Affiliate**" means in the case of either Party, any person, firm, trust, corporation or other entity or combination thereof which directly or indirectly controls, is controlled by, or is under common control with such Party; the terms "control" and "controlled" meaning ownership of fifty percent (50%) or more, including ownership by trusts with substantially the same beneficial interests, of the voting and equity rights of such person, firm, trust, corporation or other entity or combination thereof or the power to direct the management of such person, firm, trust, corporation or other entity or combination thereof

1.2 **"Access System"** is a specific environment hosted by or on behalf of Jazz that supports Researchers accessing the Clinical Trial Data made available under this Agreement.

1.3 "**Analysis/Analyses**" refers to any and all analysis of the Clinical Trial Data, as specifically described in the Research Proposal.

1.4 "**Analytical Tools**" includes, but is not limited to, any methodology, statistical methods, formulae or other methods or tools used in conducting the Analyses.

1.5 **"Applicable Laws"** means all applicable laws, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licences, in each case, which are in force from time to time, including but not limited to any applicable anti-bribery and anti-corruption laws such as the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act and any Data Privacy Laws.

1.6 **"Clinical Trial Data**" means the patient data collected by Jazz in the Jazz-sponsored clinical trials (as set out in **Schedule 1** of this Agreement) which has subsequently been anonymized by Jazz (in accordance with Data Privacy Laws).

1.7 "**Data Breach**" means any actual or suspected security incident, cyber-attack, disruption, intrusion, exfiltration, modification, violation of any data security policy, or breach, loss, or unauthorized acquisition of, access to, or use of Clinical Trial Data, or Institution's information technology infrastructure, systems, networks, and facilities hosting Clinical Trial Data.

1.8 "**Data Privacy Laws**" means any applicable data protection or privacy laws, rules and regulations. It shall include as applicable (a) the EU General Data Protection Regulation 2016/679 ("**EU GDPR**") as implemented by countries within the European Economic Area ("**EEA**"), (b) the UK Data Protection Act 2018, the EU GDPR as retained as UK law by the European Union (Withdrawal) Act 2018, and the UK Privacy and Electronic Communications (EC Directive) Regulations 2003, (c) the Health Insurance Portability and Accountability Act ("**HIPAA**"), (d) the California Consumer Privacy Act ("**CCPA**"), and (e) other laws, rules and regulations that are similar, equivalent to, or successors to, the laws that are identified in (a) through (d) above.

1.9 **"Government Authority"** means all government and regulatory bodies, agencies, departments or entities, located in the countries where the research pursuant to the Research Proposal is undertaken.

1.10 "**Scientific Review Committee**" or "**SRC**" means the internal review panel appointed by Jazz, which reviews the scientific merit of the request for data and the Lead Researcher's Research Proposal.

1.11 "**Jazz Confidential Information**" means all information (including, without limitation, Clinical Trial Data, research specifications or clinical trial/study protocols, reports, specifications, computer programs or models and related documentation, inventions (whether patentable or not), findings, results. know-how, trade secrets, or business or research plans) of Jazz or any of its Affiliates that is provided to or otherwise made available to the Institution or a Researcher in connection with this Agreement.

1.12 "**Jazz Uses**" means any and all uses of or related to any Jazz data or a compound which is owned or controlled by a Jazz or its Affiliates on or after the Effective Date, including the compound(s) used to generate the patient-level data, which would otherwise be an infringement of any New Intellectual Property. For the avoidance of doubt, a related use includes, but is not limited to, a diagnostic test applicable to a disease treated by the compound or the class to which it belongs.

1.13 "**Lead Researcher**" means the researcher identified as the "Lead Researcher" in the Research Proposal.

1.14 "**New Intellectual Property**" means all data, discoveries, developments, inventions (whether patentable or not), improvements, methods of use or delivery, processes, know-how, or trade secrets which are made by a Researcher as a result of the conduct of Analyses or as a result of the use of any information provided to the Lead Researcher a Researcher by Jazz under this Agreement.

1.15 **"Personal Data"** means (i) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked with a particular consumer or household; and (ii) "personal data," "personal information," "personal health information" or similar terms, as those terms are defined in Data Privacy Laws.

1.16 "**Research Proposa**l" means the research proposal as submitted by the Lead Researcher to be reviewed by the SRC, including the plan for analyses of the Clinical Trial Data, or any other source, as described in detail in the research proposal, attached hereto as **Schedule 2**.

1.17 "**Researcher**" means the Lead Researcher and each and any of the other researchers listed in a Research Proposal or such other individuals that are employees, representatives and/or agents of Institution provided access to the Clinical Trial Data.

1.18 **"Statistician"** means the individual named in the Research Proposal who is responsible for the statistical Analysis during the Research Project.

2. DATA SHARING

2.1 Jazz hereby grants to Institution a one-time non-exclusive, non-transferable license for use by Researchers of the Clinical Trial Data for the sole purpose of conducting the Analyses according to the Research Proposal and for no other purpose ("**the Purpose**") and at all times in accordance with the terms of this Agreement. Researcher(s) will be authorized to access to the Clinical Trial Data via the Access System.

2.2 Lead Researcher agrees to restrict analysis of the Clinical Trial Data, and to cause all other Researchers to restrict analysis of the Clinical Trial Data, to the Analysis/Analyses specified in the Research Proposal, and Institution will not perform or allow Lead Researcher or other Researchers to perform any analysis that is not specified in the Research Proposal without the prior written consent of Jazz.

2.3 Additional terms of use attached hereto as **Schedule 3** apply to the Access System and must be accepted by each Researcher before access will be granted to the System.

2.4 Researcher agrees to comply with US and other applicable export and sanctions laws and regulations. This includes but is not limited to attesting that the Researcher is not located in, under control of, or a national or resident of any country or region subject to comprehensive sanctions (which at the time of signing includes Cuba, Iran, North Korea, Syria and the Crimean region). Researcher further agrees that it is not the target of sanctions, including designation on the Specially Designated Nationals List,

or working on behalf of such a party. Institution shall not, and shall ensure that Lead Researcher or any Researcher does not, engage in any activity that is in violation of the law or aids or assists any criminal activity in connection with Researcher's access to or use of the Access System or Clinical Trial Data.

2.5 Access to Clinical Trial Data will be available to Institution for a twelve (12) month period following the date that any Researcher is provided access to the Access System. Jazz may extend a Researcher's access to Clinical Trial Data hereunder upon written approval of an authorized representative of Jazz.

2.6 Any data and information including but not limited to the Clinical Trial Data provided by Jazz or its Affiliates is Jazz Confidential Information. This grant of a license shall not transfer any title or ownership rights in the Jazz's Confidential Information, including any intellectual property embodied therein, which title and ownership rights shall at all times remain with Jazz. Clinical Trial Data provided hereunder is provided 'AS IS' and Jazz makes no representations or warranties regarding the suitability of the Clinical Trial Data provided to Institution for Analysis.

2.7 A Researcher's access to and usage of the Access System will be subject to compliance by such Researcher with the access and usage conditions set forth on the Access System, attached hereto as **Schedule 3**. Any Researcher may be denied access to the Access System and Institution shall be liable for any direct damages or liability arising from any non-compliance with the access and usage conditions. JAZZ AND THE SAS INSTITUTE, INC. ("SAS"), WHICH HOSTS THE ACCESS SYSTEM, DISCLAIM ALL LIABILITY TO INSTITUTION OR TO ANY RESEARCHER IN CONNECTION WITH ACCESS TO, OR USE OF, THE ACCESS SYSTEM.

2.8 Institution shall not, and will ensure that Researchers shall not:

- download, save, edit, photograph, print, or transfer the whole or any portion of the Jazz's Confidential Information from the Access System for either the approved use or for any other purpose;
- remove, bypass, circumvent, neutralize, or modify any technological protection measures of the Access System;
- make any unauthorized use of or interfere with any property of SAS or Jazz; or
- share any username, password, or other account details with a third party or otherwise provide a third party with access to the Institution's, Researcher's or Lead Researcher's account to the Access System or the Clinical Trial Data itself.

Violations or attempted violations of this Section may result in the termination of data access and or legal action.

2.9 Institution and Researchers shall comply with all Applicable Laws, regulations, codes, and guidelines, regarding handling, analyzing, and reporting Analyses of Clinical Trial Data.

2.10 Institution or Lead Researcher shall inform Jazz immediately, but no later than within one (1) calendar day by email to discuss any potential signals identified pursuant to the Research Proposal that in the Lead Researcher's judgment could impact the risk-benefit assessment of Jazz's product, including but not limited to, any safety concerns, identified as part of the Analysis. Institution or the Lead Researcher agrees to meet with Jazz representatives (to include Pharmacovigilance, Clinical and Regulatory) to review the potential signal for the Jazz product within five (5) business days to assure that Jazz has a full understanding of the potential signal. Jazz may take action regarding such information, at its sole discretion, including informing Government Authorities or healthcare providers, or otherwise making such information public, even in advance of publication of the Analysis by Institution or Lead Researcher.

2.11 Promptly after a request, Institution or Lead Researcher shall provide access and reasonable assistance to Jazz to utilize and implement any Analytical Tools for the sole purpose of reproducing the Analysis**.**

3. CONFIDENTIALITY

3.1 Institution shall ensure that Jazz's Confidential Information is kept confidential and is not used for any purposes other than the Purpose. Neither Institution nor any of the Researchers shall disclose Jazz's Confidential Information to any third party without the prior written approval of Jazz. Institution shall safeguard Jazz's Confidential Information with the same standard of care that Jazz generally apply and all general applicably industry standards for safeguarding Confidential Information. At any time upon the request of Jazz, all tangible expressions, in any media, of Jazz's Confidential Information in Institution's or a Researcher's possession shall be delivered to Jazz or, at Jazz's option, destroyed.

3.2 Other than to the extent the Confidential Information includes Personal Data (as defined under Data Privacy Laws), the obligations of confidentiality and limited use under this Section shall not extend to any information: (i) which is or becomes publicly available, except through breach of this Agreement (ii) which Institution or a Researcher can demonstrate that it possessed free of any obligation of confidence prior to, or developed independently from, disclosure under this Agreement; (iii) which a Researcher or Institution receives from a third party which is not legally prohibited from disclosing such information; or (iv) which Institution or a Researcher is required by law to disclose, provided that Jazz is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement.

3.3 The obligations of this Section shall survive this Agreement for a period of fifteen (15) years after the Effective Date.

4. INTELLECTUAL PROPERTY

4.1 Jazz's Confidential Information and all tangible expressions, in any media, of Jazz's Confidential Information are the sole property of the Jazz.

4.2 All New Intellectual Property shall be the sole property of Institution; however, Institution will notify Jazz, promptly and in writing, of any New Intellectual Property.

Institution hereby grants to Jazz a perpetual, non-exclusive, fully-paid up, royalty-free, irrevocable, worldwide, unrestricted license under any New Intellectual Property for Jazz Uses, with the right to sublicense through multiple tiers. Institution further grants an exclusive option, to be exercised within one hundred eighty (180) days from notice of the New Intellectual Property to negotiate in good faith an exclusive, fee-bearing, worldwide license with the right to sublicense through multiple tiers to any New Intellectual Property which Institution may have or obtain. If additional assistance from the Institution is requested beyond the rights provided by the non-exclusive license, Institution will provide reasonable assistance to Jazz, upon commercially reasonable terms that are at least as favorable to Jazz as the terms agreed with any other licensee for such assistance, to facilitate Jazz in fully utilizing any New Intellectual Property.

4.3 If Jazz exercises its option to negotiate an exclusive license, Jazz and Institution will exclusively negotiate in good faith, for up to one hundred eighty (180) days or such mutually agreeable longer period, regarding commercially reasonable terms for an exclusive, worldwide, fee- bearing license, including the right to sublicense, for Jazz and its Affiliates to make, have made, use, sell or otherwise dispose of the subject matter of the New Intellectual Property or products incorporating the subject matter of the New Intellectual Property subject to any non-exclusive licenses granted in section 4.2. In the event that Jazz does not exercise its option to negotiate an exclusive license, or in the event Institution and Jazz fail to agree to commercially reasonable exclusive license terms following good faith negotiation, Institution may negotiate further non-exclusive license terms with third parties. Any such terms shall be consistent with the non-exclusive license granted to Jazz in Section 4.2. Should any terms be agreed with a third party in accordance with this section, then for five (5) years after the Effective Date, Institution will notify Jazz(s), within thirty (30) days of the effective date of any such agreement, of the identity of the third party.

4.4 Institution agrees to obtain written agreements with all Researchers which assign, without additional consideration, all rights, title and interests in New Intellectual Property to Institution for subsequent licensing to Jazz.

4.5 Jazz shall have no further obligations resulting from the assignment and/or exploitation of any New Intellectual Property.

5. PUBLICATION

5.1 Institution consents that the title of the Research Proposal, name of the Lead Researcher, affiliation, funding source, potential conflicts of interest, lay summary of the proposed Research, and requested studies (all as provided by the Lead Researcher in the Research Proposal) may be posted on Jazz's website after the Data Sharing Agreement is executed.

5.2 Institution consents that the Statistical Analysis Plan (as provided by the Lead Researcher in the Research Proposal) may be posted on Jazz's website after the research is published.

5.3 Institution or Lead Research will also disclose the results of the Analysis in a scientific journal, within one (1) year of completing the Analysis, in a manner consistent with the publication plan set forth in the Research Proposal (a "**Publication**"), with such Publication appropriately including citations or register

identification numbers for the studies used in the analysis, disclosing the strengths and weaknesses of the Analysis methodology and providing a link to Jazz. Institution or Lead Researcher may use Jazz's name solely for that purpose. If for any reason the Analysis cannot be disclosed in a manner consistent with the publication plan, a brief summary of any activity performed, any outcome of the Analysis, and reason for non-completion, as applicable, should be disclosed on an open access journal or publishing platform with a link provided to Jazz.

5.4 Institution shall ensure compliance with the additional provisions regarding publication of the results of the Analyses set forth in Section 5.7.

5.5 Institution agrees that all Publications will acknowledge Jazz as the source of the Clinical Trial Data and may use Jazz's name for that purpose.

5.6 The obligations of this Section 4 shall survive termination of this Agreement.

5.7 Lead Researcher shall submit to Jazz a copy of any proposed Publication (or a brief summary if for any reason the Analysis cannot be disclosed in a manner consistent with the publication plan) at least thirty (30) days prior to submission to a scientific congress or journal to give Jazz the opportunity for input regarding medical and scientific accuracy, supplementary scientific information, to object to any inclusion of Jazz Confidential Information and to review for patentable subject matter. Lead Researcher will consider, in good faith, Jazz comments regarding medical and scientific accuracy and supplementary scientific information. Researcher/Institution is required to make changes for purposes of removal of Jazz Confidential Information and protecting Jazz's Intellectual Property, if requested by Jazz. Researcher/Institution shall delay the publication by ninety (90) days if requested by Jazz in order for Jazz to protect its Intellectual Property.

Please submit the manuscript to Jazz at researchgrant@jazzpharma.com.

6. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written authorization.

7. ASSIGNMENT

Jazz may assign its rights and duties under this Agreement without Institution's consent. Any assignment of any rights or obligations under this Agreement by Institution is valid only upon the prior written consent of Jazz. To the extent permitted above, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

8. REPRESENTATIONS AND WARRANTIES

8.1 Institution represents and warrants that:

(a) it does not have, and will not enter into, any legal or contractual obligations that would prevent it from complying with its obligations under this

Agreement, including without limitation, the obligations of Section 4, without the written approval of Jazz;

(b) its officers, directors, employees, agents and Researchers have not paid and will not pay, offer or promise to pay, directly or indirectly, any monies or anything of value to any governmental official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official, employee or candidate to obtain or retain business, or to direct business to any person (a "**Prohibited Payment**").

8.2 Institution shall be responsible for the compliance of the Lead Researcher and any other Researcher to the terms of this Agreement.

8.3 Lead Researcher will obtain any regulatory or ethics approvals necessary to conduct the Research Proposal.

9. DATA PRIVACY

9.1 Institution acknowledges that the Clinical Trial Data will be provided in an anonymized format and in turn, will not contain any Personal Data.

9.2 Institution shall not at any time attempt to re-identify any Clinical Trial Data nor combine Clinical Trial Data with other sources of data that would create a risk of identification of any individual patient.

9.3 Institution shall not disclose or otherwise make available Clinical Trial Data to a third party other than as set out in the Research Proposal.

9.4 Institution shall ensure that the Clinical Trial Data is kept secure, and shall comply with all requirements set forth in **Schedule 3** and use all reasonable security practices and systems applicable to the use of the Clinical Trial Data to prevent, and take prompt and proper remedial action against a Data Breach.

9.5 Institution shall without undue delay (and in any event no later than 24 hours after becoming aware) notify Jazz of and provide all reasonably requested information relating to any Data Breach and shall use its best efforts to investigate, mitigate, and respond to any such Data Breach, shall remedy any harm or potential harm caused by such Data Breach, and shall comply with all Applicable Laws regarding such Data Breach at its own cost.

9.6 Prior to and during the course of the Research Project, Jazz will process Personal Data of the Researchers in accordance with Data Privacy Laws and the relevant privacy notice attached as Schedule 4 ("**Privacy Notice**"). Institution or Lead Researcher shall provide a copy of the Privacy Notice to all Researchers and Statisticians working on the Research Project to enable Jazz to process their Personal Data in accordance with Data Privacy Laws.

10. TERM AND TERMINATION

10.1 The term of this Agreement shall commence on the Effective Date and continue through completion of the Research Proposal, unless terminated earlier in accordance with the terms of this Agreement.

10.2 Either Party shall be entitled to terminate this Agreement by notice in writing to the other Party having immediate effect if such other Party:

(a) commits any irremediable serious breach of this Agreement;

(b) commits any remediable breach of this Agreement or the Work Order and fails to remedy such breach within the period of thirty (30) days from the service on it of a notice specifying the breach and requiring it to be remedied; or

(c) ceases to carry on business, becomes insolvent, has a receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, has a petition presented for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction.

10.3 Jazz may terminate this Agreement with immediate effect upon written notice to Institution in the event that Institution or its Directors, employees, officers or any Researchers makes a Prohibited Payment.

11. EFFECTS OF TERMINATION

11.1 In the event that this Agreement is terminated by either Party:

(a) Institution's access to the Clinical Trial Data shall cease immediately; and

(b) Institution shall, at Jazz's option, either return all Jazz Confidential Information in its possession or control to Jazz or destroy such Jazz Confidential Information.

12. GOVERNING LAW; VENUE

This Agreement shall be interpreted and governed exclusively by the laws of California, USA**,** without reference to its rules of conflict of law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent courts in California, USA.

13. OPERATIONAL AUDITS

12.1 Upon prior written notice, Jazz or its/their designee, including Government Authorities, or third-party auditors, shall be permitted access to any facility or systems at which the Research is being performed and to the data and records maintained by Institution, the Lead Researcher, and all Researcher(s) with respect to the Research for the purposes of verifying compliance with the provisions of this Agreement, and any Applicable Laws.

12.2 The findings of the audit can be used by Jazz to terminate the agreement, to inform the relevant Government Authorities and to engage liability of the Institution in case of breach of this Agreement or any Applicable Laws.

12.3 Jazz reserves the right to perform one audit per year at the maximum unless there is an urgent need to perform an ad hoc audit in the event Jazz has reasonable reason to suspect a breach of this Agreement. Jazz agrees that the confidentiality obligation will be applicable in case of performance of an audit.

14. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, regarding its subject matter.

15. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original, and all counterparts taken together shall constitute one and the same agreement. Faxed copies and scanned copies of original signatures shall be deemed as effective as original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile, scan) is considered an original.

16. FORCE MAJEURE

16.1 If Institution or Jazz is prevented from carrying out any of its obligations under this Agreement by circumstances beyond its reasonable control including without limitation any form of Government intervention, war or Act of God, (herein referred to as "**Force Majeure Events**") then the time for performance of any such obligations shall be automatically extended for a period of time equal to the period of any such Force Majeure Event, and the Party affected shall not be liable for any delay in the performance of its obligations caused thereby; provided both Parties use their reasonable endeavours to minimise the impact and duration of such failures in the performance of their respective obligations hereunder.

16.2 If any such Force Majeure Event lasts for at least three (3) months then the Party which is not affected by the Force Majeure Event shall be entitled to terminate the Work Order(s) to which the Force Majeure Event applies by giving the other written notice. The notice to terminate must specify the Services to which it applies and the termination date, which must be no less than thirty (30) days after the date on which the notice to terminate is given.

17. NOTICES

Any notice required to be given hereunder shall be sent in writing in English by overnight courier, registered airmail or faxed to:

JAZZ at:

Jazz Pharmaceuticals, Inc.
3170 Porter Drive
Palo Alto, CA 94304, USA
Attention: Legal Department

With copies to:
Email: Jazz_Notices@jazzpharma.com

INSTITUTION at:

Name: _____

Address: _____

_____

Attention: _____

or to such other address(es) and fax numbers as may from time to time be notified by a Party to the other Party.

Any notice sent by overnight courier, registered mail or fax shall be deemed to have been delivered upon receipt by the addressee.

18. VARIATION

No variation of any of the terms herein shall be effective unless in writing and signed by a duly authorised representative of Jazz and Institution.

19. SURVIVAL

The provisions of Sections 1, 2.7, 2.10, 3, 4, 5, 6, 7, 10, 11, and 13 to 21 of this Agreement, and any other provisions which by their nature are intended to survive, shall survive expiration and earlier termination of this Agreement, for any reason whatsoever to the extent needed to enable the Parties to pursue the remedies and benefits provided in those provisions.

20. NO-WAIVER

A failure by Jazz or Institution to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of such right or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

21. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

21. FURTHER ASSURANCES

At the request of either Party, the other Party shall (and shall use reasonable efforts to procure that any other necessary third parties shall) execute and do all such documents, acts and things as may reasonably be required subsequent to the signing of this Agreement for assuring to or vesting in the requesting Party the full benefit of the terms hereof.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives on the date set forth below, effective as of the Effective Date.

Jazz Pharmaceuticals, Inc.:
By:
Name:
Title:
Date:

_____**:**
By:
Name:
Title:
Date:

Acknowledged and Agreed to by the Lead Researcher:
By:
Name:
Title:
Institution:
Date:

Acknowledged and Agreed to by the Statistician: (optional, but to be signed if applicable)
By:
Name:
Title:
Institution:
Date:

Attachments:

Schedule 1 – Clinical Trial Data
Schedule 2 – Research Proposal
Schedule 3 – Access System Additional Terms of Use
Schedule 4 – Jazz Privacy Notice

SCHEDULE 1

Clinical Trial Data

List the clinical trials from which data is being supplied*:*

DATA SHARING AGREEMENT

SCHEDULE 2

Research Proposal

DATA SHARING AGREEMENT

SCHEDULE 3

Access System Additional Terms of Use

DATA SECURITY EXHIBIT

Definition: "Data" or "the data" in this Appendix refers to the Confidential Information and/or Personal Data as defined in the previous sections of this agreement.

Institution will maintain and enforce various policies, standards and processes designed to secure the confidentiality, integrity, and availability of the data commensurate with the nature of the data processed in the scope of Services.

This Exhibit sets forth the minimum security measures that will be taken by Institution. If any agreement with Institution requires a higher level or more extensive security measures, Institution will abide by those terms in addition to the below.

1. Information Security Policies and Standards

Institution will implement security policies and requirements for the data that are designed to:

- **Physical Access Control.** Prevent unauthorized persons from gaining access to data processing systems;

- **Data Access Control.** Ensure that persons entitled to use a data processing system gain access only to such data as they are entitled to access in accordance with their access rights and that, in the course of processing or use, the data cannot be read, copied, modified or deleted without authorization;

- **Data Transfer Control.** Ensure that the data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage, and that the target entities for any transfer of data by means of data transmission facilities can be established and verified;

- **Audit Trail.** Ensure the establishment of an audit trail to document whether and by whom data have been entered into, modified in, or removed from data processing;

- **Availability Control.** Ensure that the data protected against accidental destruction or loss; and

- **Separation Control.** Ensure that the data collected for different purposes or from Institution's other customers can be stored and processed separately with separate access control policies based on clearly defined roles and responsibilities.

Institution will conduct periodic review of the above policies and requirements and, as appropriate, revise its information security practices at least annually to ensure appropriate cyber and information security risk management or whenever there is a material change in Institution's business practices that may reasonably affect the security, confidentiality or integrity of the data, provided that Institution will not modify its information security practices in a manner that will weaken or compromise the confidentiality, availability or integrity of the data.

2. Physical Security

Institution will maintain commercially reasonable security systems at all Institution sites that house an information system that processes or stores the data. Institution reasonably restricts access to such sites and systems appropriately.

3. Asset and Vulnerability Management

Institution maintains an up-to-date list of all computing and networking hardware and software inventory used to conduct Jazz Pharmaceuticals' business and performs vulnerability scans on these hardware and software appropriate to the size and complexity of Institution's operations no less than once per month. When vulnerabilities are found, Institution will utilize a risk-rating process to prioritize the remediation of discovered vulnerabilities.

Institution implements and maintains only the supported versions of the hardware and software in the inventory used to conduct Jazz Pharmaceuticals' business so that security updates will continue to be provided by the manufacturers.

4. Media Disposal

When media are to be disposed of or reused, procedures have been implemented to destruct the data using commercially reasonable software or industry-standard practices to prevent any subsequent retrieval of any data stored on them before they are withdrawn from the inventory.

5. Incident Response

Institution will notify Jazz Pharmaceuticals in writing of any Security Incident within seventy-two hours of Institution becoming aware of the Security Incident. This notification is required even if Institution has not conclusively established the nature or extent of the Security Incident.

6. Data Encryption

Institution will encrypt, using industry-standard strong encryption, the data that Institution: (I) transmits or sends locally or across public networks; (ii) stores on endpoints, servers or storage media whether on-premise or in the cloud; and (iii) stores on portable devices. Institution will safeguard the security and confidentiality of all encryption keys associated with the encrypted data.

7. Network Security Monitoring and Detection

Institution maintains network security using commercially reasonable equipment and industry-standard techniques, including but not limited to firewalls, intrusion detection systems, access control lists, appropriate to the size and complexity of Institution's operations to detect and alert unauthorized activities to ensure adequate protection of systems and data.

Institution implements Security Information and Event Management (SIEM) or similar mechanism appropriate to the size and complexity of Institution's operations to monitor and detect security incidents and intrusion for the computing and network resources used for Jazz Pharmaceuticals' business.

8. Access Control

Only authorized staff can grant, modify or revoke access to an information system that uses or houses the data.

Remote access into company network such as Virtual Private Network (VPN) must require multifactor authentication in addition to username and password.

User administration procedures define user roles and their privileges and how access is granted, changed and terminated; address appropriate segregation of duties.

All employees of Institution are assigned unique User-IDs. Privileged users are required to use Multi-Factor authentication to administer resources with a dedicated User-IDs that is not used for day to day activities.

Access rights are implemented adhering to the "least privilege" approach.

Institution implements commercially reasonable physical and electronic security to create and protect passwords, the policy of which requires a minimum password length of 12 characters with complexity rule enforced (i.e. mixed cases, numeric and special characters).

9. Virus and Malware Controls

Institution installs and maintains anti-virus and malware protection software on the data processing systems and the client machines to protect data from anticipated threats or hazards and protect against unauthorized access to or use of the data. In addition, appropriate measures must be taken to prevent any malware including ransomware to pivot over to any Jazz's managed systems.

10. Email Security

Institution implements commercially reasonable security measures on company email systems to include but are not limited to malware scanning, phishing detection, malicious links blocking, SPAM filtering, and anti-sender spoofing.

11. Personnel Security

Institution implements a security and phishing awareness program to train Personnel about their security obligations. This program includes training about data classification obligations; physical security controls; security practices; anti-phishing and security incident reporting.

Institution has clearly defined roles and responsibilities for its Personnel. Background screening is implemented before employment with terms and conditions of employment applied appropriately.

Institution Personnel strictly follow established security policies and procedures. Disciplinary process will be applied if Institution's employees commit a privacy or security breach.

12. Business Continuity

Institution implements appropriate disaster recovery and business resumption plans. Institution reviews both business continuity plan and risk assessment regularly. Business continuity plans are tested and updated regularly to ensure that they are up to date and effective.

13. Cyber Insurance

- Institution agrees to purchase and maintain throughout the term of this Agreement a cyber liability insurance policy, including coverage for network security/data protection covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology/professional services or in connection with the specific services described in this Agreement:

    - Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended

    - Data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code

    - Participation in a denial of service attack on third party computer systems; Loss or denial of service

    - No cyber terrorism exclusion

Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, breach response costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Institution > in performing services under this Agreement.

SCHEDULE 4

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