

Data Security Agreement

THIS DATA SECURITY AGREEMENT (THIS “*AGREEMENT*”) APPLIES WHERE, AND TO THE EXTENT THAT, RHINO FEDERATED COMPUTING, INC. (“*SERVICE PROVIDER*”) RECEIVES AND PROCESSES SENSITIVE DATA (AS DEFINED BELOW) OWNED OR CONTROLLED BY YOU (“*DATA OWNER*”) FOR SERVICE PROVIDER TO FACILITATE DATA OWNER’S ACCESS TO AND USE OF LILLY TUNELAB (AS DEFINED BELOW).

DATA OWNER’S EXECUTION OF THE LILLY TUNELAB PARTICIPATION FORM (AS DEFINED BELOW) AND SUBSEQUENT ACCESS TO AND USE OF LILLY TUNELAB CONSTITUTES ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND CONSENT TO SERVICE PROVIDER’S RECEIPT AND PROCESSING OF DATA OWNER’S SENSITIVE DATA IN COMPLIANCE WITH THE TERMS HEREOF. THIS AGREEMENT IS ENFORCEABLE BY AND BETWEEN DATA OWNER AND SERVICE PROVIDER IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.

1. **Definitions.**

(a) “*Affiliates*” means, with respect to a party, any entity that, at the relevant time, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party, for so long as such control exists.

(b) “*Applicable Law*” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, judgment, decree, injunction, writ, order, subpoena or like action of a governmental authority.

(c) “*Lilly TuneLab Participation Form*” means the written or electronic agreement between Data Owner and Lilly for the provision of access to Lilly TuneLab.

(d) “*Platform Operator*” means the operator of the software platform through which Data Owner accesses and uses Lilly TuneLab and through which Sensitive Data is transmitted to Service Provider, if applicable.

(e) “*Sensitive Data*” means all technical and non-technical information uploaded, shared or otherwise made available by Data Owner to Service Provider on or through Lilly TuneLab.

2. **Overview.** Service Provider and Data Owner acknowledge and agree: (a) Data Owner will upload, share, or otherwise make available to Service Provider certain of Data Owner’s highly valuable, proprietary Sensitive Data exclusively to permit Service Provider to facilitate Data Owner’s access to and use of the federated computing platform (“*Lilly TuneLab*”) developed by Eli Lilly and Company, an Indiana corporation (“*Lilly*”) and hosted by Service Provider (such access and use, the “*Business Purpose*”); (b) Service Provider will protect such highly valuable, proprietary Sensitive Data of Data Owner from unauthorized use and disclosure; and (c) Service Provider and Data Owner waive any claim they might have against Lilly or the Platform Operator with respect to the processing and protection of Sensitive Data by Service Provider. For the avoidance of doubt, this waiver extends to any claim by Data Owner against the Platform Operator arising from or related to Service Provider’s receipt, storage, processing, use, or handling of Sensitive Data, but does not limit any claim Data Owner may have against the Platform Operator arising from the Platform Operator’s own gross negligence or willful misconduct in the transmission of Sensitive Data to Service Provider.

3. **Obligations of Service Provider.** Service Provider will, in all respects, process and protect Sensitive Data in accordance with the requirements of, and otherwise comply with, the latest published version of Lilly’s Information Security Standard, located at <https://www.lilly.com/suppliers/resources> (the “*ISS*”), as if the ISS applied to Service Provider (as the Supplier as defined in the ISS) for the benefit of Data Owner, and treating Data Owner’s Sensitive Data in the same manner required by the ISS for Lilly

Information (as defined in the ISS). Service Provider will treat all of Data Owner's Sensitive Data with at least the same degree of care that it uses to protect its own sensitive confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. Service Provider will not access or use any Sensitive Data for any purpose except for the Business Purpose. In the event of any unauthorized access, acquisition, use, or disclosure of Sensitive Data (a "***Security Incident***") while such Sensitive Data is in Service Provider's control, Service Provider shall notify the Platform Operator of such Security Incident within seventy-two (72) hours of Service Provider's discovery thereof, by written notice to the Platform Operator at the address provided by Lilly. Such preliminary notice shall be based upon the information reasonably available to Service Provider within the seventy-two (72) hour notice period and may include a description of the nature of the Security Incident, the categories and approximate volume of Sensitive Data affected, and the measures taken or proposed to be taken to address the Security Incident.

4. Exclusions from Obligation of Confidentiality. Service Provider will not be liable for the use or disclosure of any Sensitive Data that (a) is now, or hereafter becomes, through no act or failure to act on the part of Service Provider, generally known or available to the public; (b) is rightfully acquired by Service Provider before receiving the information from Data Owner, without restriction as to use or disclosure; (c) is hereafter rightfully furnished to Service Provider by a third party, without restriction as to use or disclosure; (d) is independently developed by employees of Service Provider without reference to Data Owner's Sensitive Data; (e) is generally made available to third parties by Data Owner without restriction on disclosure; or (f) did not occur on Service Provider's hardware, network, or systems. A disclosure by Service Provider in response to either a valid order by a court or other governmental body, or as otherwise required by Applicable Law, will not be considered to be a breach of this Agreement; provided that (i) Service Provider provides Data Owner with prompt prior written notice of the intended disclosure sufficient to enable Data Owner to seek a protective order or otherwise prevent such disclosure; (ii) Service Provider provides all requested cooperation to Data Owner at Data Owner's expense to prevent such disclosure; and (iii) any disclosure by Service Provider is limited to the narrowest disclosure mandated by Applicable Law.

5. No Obligation of Furnishing. Data Owner has no obligation to furnish Sensitive Data to Service Provider. Data Owner may, at any time, (a) cease giving Sensitive Data to Service Provider without any liability, and/or (b) request in writing the return or destruction of all or part of its Sensitive Data previously disclosed, and all copies thereof, and Service Provider will promptly comply with such request. Service Provider will provide written certification to Data Owner of Service Provider's compliance with Service Provider's obligations under this Section 5 within five (5) days of such request.

6. Indemnification. Service Provider shall indemnify, defend, and hold harmless Data Owner and the Platform Operator from any third-party claim, suit, or proceeding arising out of Service Provider's breach of Section 3 hereof, including by paying or reimbursing Data Owner or the Platform Operator for all costs, losses, and expenses (including reasonable attorney fees) incurred in connection with such third-party claims.

7. Limitation of Liability. Neither party (nor any of its Affiliates) is required to pay the other party for consequential, indirect, incidental, punitive, or special damages, including loss of revenues and lost profits, except with respect to a party's (a) breach of an obligation of confidentiality, privacy, data security, or misappropriation of a trade secret; (b) violation of Applicable Law; or (c) gross negligence or intentional or willful misconduct.

8. Termination. Data Owner may terminate this Agreement at any time without cause upon written notice to Service Provider, and Service Provider's rights to use or disclose any of Data Owner's Sensitive Data, including for the Business Purpose, will terminate; provided that Service Provider's obligations with respect to Sensitive Data disclosed during the term of this Agreement will survive any termination or expiration of this Agreement.

9. Ownership. All Sensitive Data of Data Owner will remain the property of Data Owner. No license or other rights to Data Owner's Sensitive Data is granted or implied hereby.

10. Warranty. All Sensitive Data is provided "AS IS" and without any warranty, express, implied or otherwise, regarding such Sensitive Data's completeness, accuracy, or performance.

11. Injunctive Relief. Service Provider's breach of any of the promises or agreements contained herein may result in irreparable and continuing damage to Data Owner for which there will be no adequate remedy at law, and Data Owner will be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

12. Third-Party Beneficiary. Service Provider and Data Owner acknowledge and agree that Lilly and the Platform Operator shall each be intended and express third-party beneficiaries of the waiver of liability set forth in Section 2.c, and that the Platform Operator shall be an intended and express third-party beneficiary of (a) the indemnification obligations set forth in Section 6 and (b) the notification obligations set forth in Section 3. The Platform Operator may enforce its rights under this Agreement directly against Service Provider or Data Owner, as applicable, as if the Platform Operator were a party hereto.

13. General. Service Provider will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Data Owner, and any attempted assignment or transfer without such prior written consent will be null and void, except that Service Provider may assign its rights and delegate its obligations to an Affiliate or as part of a sale of all or substantially all its business. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable that provision will be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision. This Agreement will be governed by the laws of the State of Delaware without reference to conflict of laws principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the chancery courts located in Delaware, as applicable, for any matter arising out of or relating to this Agreement. Service Provider will obtain any licenses or approvals the U.S. government or any agency thereof requires prior to exporting, directly or indirectly, any technical data acquired from Data Owner pursuant to this Agreement or any product utilizing any such data. This Agreement constitutes the entire agreement with respect to the Sensitive Data disclosed hereunder and supersedes any and all prior or contemporaneous oral or written agreements, negotiations, communications, understandings and terms, whether express or implied regarding the Sensitive Data. No subsequent alteration, waiver, amendment, change or addition to this Agreement will be binding and valid unless in writing and signed by the parties.