

Term Of Use – Pay & Research

Leumit Laatid LTD., (“Leumit”) shall grant the User as identified by Leumit (the “**Licensee**”) with a license to use the services of "**Pay & Research**" system, as described hereinafter:

Description of Data: As used in this Agreement, the term “Data” means patient's information (including any information concerning the physiological or physical condition), administrative data, and any additional medical data and records used and/or collected by Leumit, furnished by Leumit to the Licensee pursuant to this Agreement (the “**Data**”).

Leumit agrees to provide the Licensee a synthetic Data set (see appendix 1) based on genuine Leumit’s EMR data to the extent of approximately 10% of Leumit customers. The license granted hereby is solely for the purpose of research and development (the “**Study**”) subject to the terms and conditions set forth in this Agreement. The data access will be affective for an initial period of 1 (one) month ("**The License term**"). This period can be extended by the Licensee's request according to the current payment schedule (Appendix 2).

Licensee hereby warrants and undertakes as follows:

1. Licensee warrants and undertakes there is no impediment under any law or agreement to execute the Study.
2. Licensee hereby acknowledge reading appendix 1 and understanding the amount of records and data types that will be given access to by Leumit.
3. The Licensee or anyone on his/her behalf does not work for a pharmaceutical or medical equipment company and does not perform work for a pharmaceutical or medical equipment company.
4. The Licensee accolades that Leumit is not obligated to approve any request for data.
5. Licensee may use the Data solely for the performance of the stated Study. Licensee shall not use the Data for any other purpose.
6. Licensee shall at all times use the Data in a safe manner and shall at all times comply with all applicable laws, rules and regulations pertaining to the Data and the use thereof.
7. Licensee shall not sub-license and/or transfer and/or sell and/or lease and/or directly or indirectly commercialize the Data and/or any part thereof.
8. Licensee shall allow access to the Data only to such personnel to whom access is necessary for the conduct of Study.
9. Without derogating from Licensee's undertakings under any law and/or the provisions of this Agreement, Licensee shall keep and shall procure that its employees and/or any third party on its behalf to keep in absolute confidentiality the Data.

10. The Data is provided with no warranties, express or implied, and Leumit expressly disclaims any warranty of merchantability, fitness for a particular purpose or non-infringement upon any patent, copyright, trademark, or other proprietary rights in regard of the Data. Leumit does not bear any responsibility for Licensee's use of the Data and Licensee assumes all liability for claims for damages which may arise from its use of the data. Any legal, monetary, ethical, and moral liabilities arising from utilization of the Data pursuant to this Agreement will be borne entirely by licensee.
11. The Data is and shall be at all times the sole property of Leumit and its license shall not affect Leumit's rights therein.
12. Upon expiration or termination of License Term, Licensee will download its research products from the virtual research room and will not have any access to the Data anymore, unless renewal of the agreement.

Patents and Intellectual Property Rights

13. Each party hereto retains all right, title and interest in any patent, patent application, trade secret, know-how and other intellectual property that was owned by such Party prior to the Effective Date, and no license grant or assignment, express or implied, by estoppel or otherwise, is intended by, or shall be inferred from this Agreement.
14. For the purpose of this Intellectual Property Rights section "Intellectual Property Right(s)" mean any form of protection afforded by law to inventions, discoveries, models, designs, trade secrets, technical information, know-how, software, or other works, such as patents (including reissues, divisions, continuations and extensions thereof), utility models, registered and unregistered designs, including mask works, copyrights as well as applications for any such intellectual property rights.
15. As agreed between the Parties to this Agreement, the ownership of any Intellectual Property Right(s) generated during the study, exclusively belongs to the Licensee and Leumit shall not have any claims regarding it. Licensee shall have the right to publish and disclose the results of the Study. In any publication or presentation of the Study, the Licensee will give full acknowledgement to the origin of the Data.

Confidentiality:

16. All information passed by a party, within the scope of the study' shall be considered "confidential" ("the Disclosing Party") and disclosed to the other Party ("the Receiving Party") in connection with this Agreement and the Services (if any) hereunder, Data (which will be confidential forever), and information relating to the Study, the subjects and results of the Study even if not marked as such ("Confidential Information") shall be treated as confidential by the Receiving Party both during the Study and for a period of ten (10) years following its termination. The Confidential Information shall not be disclosed to any third party without prior

written approval from the Disclosing Party, except if requested by law and/or court order, or any national regulatory health authority. This restriction shall not apply to Confidential Information which: (i) is, or becomes public domain through no act or omission of a party and/or (ii) was lawfully obtained by a party from another source and/or (iii) was already known to a party, other than under an obligation of confidentiality, at the time of disclosure by the party, as evidenced in written records and/or (iv) was independently discovered or developed by a party without the use of Confidential Information of the other party.

Term and Termination

17. This agreement shall commence from the date of payment and shall remain in effect for a period of 30 days, unless renewed before expiration.
18. Upon termination, the parties shall proceed in accordance with the process described in appendix 2.
19. This section does not detract from the right of each party to terminate the agreement due to a fundamental breach.

Supplements

20. Licensee shall not use the name, trademark and logo of Leumit, or the name of any member of Leumit personnel in any publicity (including press releases) relating to this Agreement or in any advertising, packaging or other promotional Data, without the prior written approval of Leumit, except as may be required by law, regulation or legal process.
21. This Agreement shall be binding on the legal successors of the undersigned parties but may not be assigned by the Licensee without the prior written consent of Leumit.
22. Licensee shall indemnify Leumit for any and all damage caused to Leumit by breach of one or more of the provisions of this agreement.
23. The provisions of this Agreement and everything concerning the relationship between the parties shall be construed and interpreted in accordance with the laws of the State of Israel, excluding its conflict of laws principles, and the Courts of Tel Aviv, Israel shall have exclusive jurisdiction to deal with all disputes between the parties. In such event, Leumit is not obligated to transfer the research product until the conflict is disputed.
24. All notices or other communications required or permitted to be made or given hereunder shall be deemed so made or given when hand-delivered or sent by E-Mail to innovation@leumit.co.il, or the day after delivery to a recognized overnight courier service guaranteeing next-day delivery, charges prepaid, and properly addressed to such other party in accordance with the addresses as set forth in the preamble above or at such other address as may be specified by each party hereto by written notice similarly sent or delivered. Office address and phone number: Leumit Laatid, Harba 18/a Tel-Aviv, P.C. 6473918, +972 (3) 6913775.

Appendix 1 – Synthetic Data

The synthetic data represents patients' information from 2003 until June 2018 but due to the synthesis process the data will be spread beyond this range (for computational reasons only).

The data contains information on approximately 130,000 synthetic patients in a distribution close to reality in Leumit. The data however, does not claim to be a full representation of the population. For a detailed explanation, please refer to The Data page at the Pay & Research website.

This cohort is randomly selected and is a representative sample of the population in terms of demographic, medical condition and other aspects. The synthetic data is structured in such a way that it simulates the statistical behavior of the real population and enables a reliable analysis and a very close approximation to the real-world data.

The data will be accessible in CSV format files and contains the following types of information:

- Customer Details: Gender, demographics, customer status, etc.
- Provider's Treatments: Data regarding hospitalizations, ERs, and other treatments (treatment code, date, etc.) as reported by external providers.
- Physician's/Nurse's Procedures: Procedures performed by the Physicians/nurses in the HMO clinics (Procedure code, date, etc.).
- Medication Consumption: Data regarding medication consumption (Date, Drug ATC7 code, Quantity, etc.).
- Medication Prescriptions: Data regarding prescriptions for medications given by the Physician (Date, Drug ATC7 code, Dose, etc.).
- Physicians' Details: License number (deidentified token), specialty.
- HMO Clinic Visits: Physician license (deidentified token), Customer token, date & time.
- Diagnosis - HMO: Diagnosis given by the HMO's physicians encoded by ICD9 code (Physician license deidentified token), Customer token, date & time, ICD9, status, etc.).
- Diagnosis – Hospitals: Diagnosis given by the hospital's physicians encoded by ICD9 code (Hospital, Date, ICD9) (data from 2007, gradually added).
- Medical Measures: Height, weight, heartbeat, blood pressure, etc.
- Sensitivities: Medications, allergies, food, etc. (Date, type, description, status, etc.).
- Laboratory Tests: Demands, Orders, Results (Date, type, name, Physician license (deidentified token), results, etc.).
- Medical Assessments: Data regarding estimations/ Assessments performed mainly by nurses (Date, assessment code, Nurse details, result, question & answer code, etc.
- Risk Factors: Such as smoking, drinking, drugs, etc. (risk code, date, value, etc.).
- Insurance Details: Insurance type, date start/end.

Limitation in the dataset:

- The data does not contain any prices and costs.

- The data does not contain the names of locations (towns, cities etc.), providers and hospitals.
- Very rare occurrences are not fully reflected in the synthetic data.
- The synthetic data is not suitable for research related to seasonality.
- Medication names are based on the generic name and not the commercial name.

Appendix 2 – Payments and Other Terms

1. The service is priced **at 9,500 NIS, exclusive of VAT**. Payment by credit card only.
2. This service is available for one calendar month, commencing from the date of payment.
3. Unless Licensees send a request to end the subscription, the subscription will be automatically renewed for another period of 30 days, **at a cost of 2,000 NIS, exclusive of VAT**, and so for each subsequent period.
4. The rates will change from time to time at Leumit's discretion.
5. Upon the Licensee's:
 - a. confirmation of research tools being successfully uploaded and installed to the Virtual Lab Room,
 - b. the subsequent delivery of synthetic data by Leumit,
 - c. the disconnection of the lab room from the Internet,
 Licensees will be granted up to three support hours without incurring extra charges. Any further support will be subject to a payment of NIS 300/hour, excluding VAT.
6. The Virtual Lab Room (Azure Standard_D4s_v3) - specifications:
 - a. OS: Windows
 - b. CPU Architecture: x64
 - c. vCPUs: 4
 - d. RAM: 16 GiB
 - e. Resource (temporary) disk size: 32 GiB
 For full details please visit: https://azureprice.net/vm/Standard_D4s_v3
7. Following the commencement of the research, modifications to the standard virtual machine are applicable, with extra cost based on the difference between the standard machine and the requested one.
8. The service is built upon high-availability, stable, and reliable cloud services such as Microsoft Azure and Perimeter 81 (lately acquired by Checkpoint).
9. Leumit offers close support in accordance with the user's needs as outlined in this agreement.