Alex's Lemonade Stand Foundation Single-cell Pediatric Cancer Atlas Portal Data Transfer Agreement

This Data Transfer Agreement (**"Agreement"**), effective on the date of last signature below (**"Effective Date"**), is entered into by and between Alex's Lemonade Stand Foundation (**"Recipient"**), having a business address at 333 E Lancaster Ave #414, Wynnewood, PA 19096, and `<Institution>` (**"Sponsoring Institution"**), having a business address at `<Institution's Business Address>`. This Agreement governs the terms and conditions for the transfer of certain data and metadata by Sponsoring Institution to Recipient.

WHEREAS, the Sponsoring Institution possesses summarized gene expression or cell surface marker estimates (**"Data"**) and de-identified sample associated metadata (**"De-identified Metadata"**) collected and/or developed by `<Principal Investigator>` (**"Principal Investigator"**) at the Sponsoring Institution;

WHEREAS, the Recipient considers sample associated metadata to be de-identified when the following conditions are met:

- Elements delineated in 45 C.F.R. § 164.514(b)(2) have been fully removed (i.e., the HIPAA Safe Harbor Method for de-identification has been satisfied).
- The disclosure of any sample identifiers or accessions included in the metadata is allowable under HIPAA Privacy Rule guidelines around the disclosure of unique codes and re-identification.
- There is no reasonable basis to believe that the metadata, or the metadata in combination with the project description, is sufficient to uniquely identify individuals (e.g., a combination of values is sufficiently rare in general or at an institution documented in the project description to allow for re-identification).

WHEREAS, the Sponsoring Institution warrants that it has all rights, consents, approvals, and the authority necessary to, and is willing to, provide such Data and De-identified Metadata to Recipient in connection with the Purpose (as defined below);

WHEREAS, the Sponsoring Institution warrants that it has all rights and the authority necessary to grant the rights granted herein;

WHEREAS, Recipient is willing to receive and desires to use such Data and De-identified Metadata subject to the terms and conditions set forth herein;

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Purpose
   The Recipient may make the Data, as well as the De-identified Metadata, available for download from the Alex's Lemonade Stand Foundation Single-cell Pediatric Cancer Atlas Data Portal or any successor thereof (the **"Purpose"**). The Director of

the Childhood Cancer Data Lab, currently Dr. Jaclyn N. Taroni, is the **"Recipient Scientist"** under this Agreement.

2. License
The Sponsoring Institution and Principal Investigator hereby grant the Recipient a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, reproduce, modify, prepare derivative works of, display, perform, and distribute any Data or De-identified Metadata without restriction.

3. No Transfer of Sequence-level or Personal Data
The Sponsoring Institution and Principal Investigator agree that they will not transfer or make available any sequence-level data (e.g., FASTQ files) without the Recipient's prior express written consent. The Recipient agrees that it will not knowingly transfer or make available any sequence-level data to any third party (other than third parties acting on behalf or at the direction of the Recipient) and will limit access to the sequence-level data to the Recipient's employees and contractors who are working under the direction of the Recipient Scientist in connection with the Purpose. The Sponsoring Institution and Principal Investigator further agree that they will not under any circumstances transfer or make available any data or metadata that contains any personally identifiable information (PII), any personal health information (PHI), or any other personal data without the Recipient's prior express written consent.

4. Payment
The Recipient shall not have any payment (or reimbursement) obligations for or in connection with any Data or De-identified Metadata.

5. Disclaimer
The Sponsoring Institution MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE DATA FOR ANY PARTICULAR PURPOSE. The Recipient does not warrant any particular usage of any Data or De-identified Metadata or any results of any such usage.

6. Indemnification
The Principal Investigator and Sponsoring Institution each agree to indemnify, defend, and hold harmless the Recipient from and against any claim, proceeding, penalty, liability, loss, cost, or damage of any kind (including reasonable outside attorneys' fees and expenses) arising out of or related to (a) its breach of this Agreement, (b) its violation of applicable law, or (c) any violation of any third party rights by any Data or De-identified Metadata (or any authorized use of any Data or De-identified Metadata), except to the extent arising from the Recipient's gross negligence or willful misconduct.

7. Use of Name
Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, advertising, press release or publicity without the prior written permission of the other party, except that the

Recipient may include any standard or mutually agreed attribution in connection with any display or use of any Data or De-identified Metadata (or any data, analyses, or research derived from any Data or De-identified Metadata).

8. Entire Agreement; Counterparts
   This Agreement is the entire understanding between the Sponsoring Institution and the Recipient regarding the subject matter hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Portable Document Format (PDF), electronic, or photocopied signatures of the Parties will have the same legal validity as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.