

Service Description

IBM MarketScan Treatment Pathways

This Service Description describes the Cloud Service. The applicable Transaction Documents provide pricing and additional details about Client's order.

1. Cloud Service

IBM MarketScan Treatment Pathways is a web-based data analytics tool that enables Authorized Users to follow patients through the continuum of care using a visual interface that can review and summarize statistically de-identified real-world healthcare data including subsets of the IBM MarketScan Research Databases ("MarketScan Data") or THIN, a Cegedim Database ("European Data").

1.1 Offerings

The IBM MarketScan Treatment Pathways ("Treatment Pathways") Cloud Service is available with statistically de-identified MarketScan Data, anonymized European Data or Non-IBM Data (collectively, the "Treatment Pathways Data") as further defined in Section 1.1.1 through Section 1.2.3. Authorized Users can sequence all diagnoses, procedures, and drug treatments for selected patients in the Treatment Pathways Data. At any point in the sequence, the Authorized User can generate reports on patients that meet the criteria for a particular sequence or event ("Reports").

The Treatment Pathways tool allows users to evaluate and run analyses on individual-level patient data, which may include identifying:

- sequential medical, surgical, and drug events;
- when in the course of treatment a drug is administered, and the typical clinical characteristics of these patients;
- proportions and characteristics of patients with specified conditions or treatments;
- rates of drug discontinuation, switching, and use of combination therapy;
- characteristics of each phase of various treatment pathways;
- populations that offer opportunity for new products;
- relative effectiveness of alternative therapies (pharmacological, surgical, etc.); and
- algorithms for defining disease definition, treatment regimens, or episodes of care.

The virtual interface allows Authorized Users to:

- build and edit sequences of events displayed as treatment trees, which may include:
 - searching diagnoses, procedures, treatments, and events (e.g., office visits, hospitalizations, lab, emergency room); and
 - filtering events based on claims characteristics (e.g., physician specialty, discharge status, payments);
- select periods of continuous enrollment;
- specify clean periods;
- follow patients in the past or present;
- toggle between tables and graphs of any event; and
- create custom analysis cohorts and variables for further analysis.

Reports may include:

- patient attrition;
- pathway specifications;
- qualifying patient identifier lists;
- patient and event counts;
- demographics;
- comorbidities, procedures, and concurrent drug treatments;

- utilization and costs; and
- user-specified measures.

1.1.1 IBM MarketScan Treatment Pathways MarketScan Data

The MarketScan Data includes comorbidities, diagnoses, procedures, drugs, demographics, service location type, and payments. This edition includes a 10 million patient sample data set and one additional therapeutic data set. Client will specify the therapeutic data set (up to 6 million patients) and timeframe (up to 10 years) to be included in the MarketScan Data. This edition provides the Client with access to one Instance of the web-based tool for up to 10 Authorized Users.

1.1.2 IBM MarketScan Treatment Pathways MarketScan Data Startup

This edition is available for startup companies with less than \$20,000,000.00 USD annual revenue and less than 200 employees ("Startup Edition"). This edition provides the Client with access to one Instance of this web-based tool for up to 2 Authorized Users.

1.1.3 IBM MarketScan Treatment Pathways Access

This edition is available for Clients who will not access the MarketScan Data and will use it for European Data or Non-IBM Data. This edition provides the Client with access to one Instance of the web-based tool for up to 10 Authorized Users.

1.2 Optional Services

The Client may add one or more of the following optional Cloud Services:

1.2.1 IBM MarketScan Treatment Pathways Additional MarketScan Data

This optional Cloud Service provides Authorized Users access to one Instance of MarketScan Data subject to a one-time access fee as set forth in Section 1.3.3. Client entitlement to the additional therapeutic area must match the IBM MarketScan Treatment Pathways base edition. If the Client has subscribed to more than one Instance of the base edition, Client must specify the Instance to which this optional Cloud Service applies.

1.2.2 IBM MarketScan Treatment Pathways European Data

This optional Cloud Service provides Authorized Users access to one Instance of the European Data. The Client will specify the specific therapeutic data set, timeframe, and geography to be included in the European Data. If the Client acquires more than one Instance of the base edition, the Client must specify the Instance to which this optional Cloud Service applies. If Client is currently subscribed to IBM MarketScan Treatment Pathways MarketScan Data, subscription to the European Data will also be subject to a one-time access fee as set forth in Section 1.3.3. The one-time access fee is not applicable if Client is subscribed to IBM MarketScan Treatment Pathways Access.

1.2.3 IBM MarketScan Treatment Pathways Non-IBM Data

This optional Cloud Service provides Authorized Users access to one Instance of a Non-IBM dataset to be provided by the Client to IBM, subject to IBM's review and approval and a one-time access fee as set forth in Section 1.3.3. IBM will load the approved dataset into the Cloud Service. If the Client acquires more than one Instance of the base edition, the Client must specify the Instance to which this optional Cloud Service applies.

1.2.4 IBM MarketScan Treatment Pathways Additional User

This optional Cloud Service allows Client access to one Instance of this web-based tool for one additional Authorized User. If Client acquires more than one Instance of the base edition, Client must specify the Instance to which this optional Cloud Service applies.

1.2.5 IBM MarketScan Treatment Pathways Advanced Treatment Pattern Analysis Module

The Advanced Treatment Pattern Analysis Module ("ATPA Module") is an enhancement to Treatment Pathways and enables Authorized Users to quickly understand complex drug usage patterns of millions of patients in the Treatment Pathways Data. Utilizing powerful visualization and drill-down capabilities, Authorized Users can dynamically analyze complex mono- and poly-therapy treatments within selected therapeutic areas.

This optional Cloud Service provides Authorized Users access to one Instance of the applicable ATPA Module subject to a one-time access fee as set forth in Section 1.3.3. This optional Cloud Service is not

available for European Data. If the Client has subscribed to more than one Instance of the base edition, Client must specify the Instance to which this optional Cloud Service applies.

1.2.6 IBM MarketScan Treatment Pathways Advanced Treatment Pattern Analysis Module

The Boosted Propensity Score Module ("BPS Module") is a machine learning component of Treatment Pathways that makes boosted propensity scoring accessible to facilitate creation of balanced treatment and control. This allows for better control of confounding and bias using advanced boosting technology compared to the traditional logistic regression.

This optional Cloud Service provides Authorized Users access to one Instance of the BPS Module. If the Client acquires more than one Instance of the base edition, the Client must specify the Instance to which this Optional Cloud Service applies.

1.3 Acceleration Services

The Client may add one or more of the following Optional Engagements:

1.3.1 IBM MarketScan Treatment Pathways Training

This Optional Engagement provides access to one additional standard user training session which will be delivered remotely. Training services are to be used within the Treatment Pathways subscription term.

1.3.2 IBM MarketScan Treatment Pathways Consulting

This Optional Engagement provides access to up to 20 hours of consulting by IBM on building treatment pathways for Client-specific business scenarios. This Optional Engagement must be used within the Treatment Pathways subscription term.

1.3.3 IBM MarketScan Treatment Pathways Access

This Optional Engagement provides loading of data or additional tools onto the Cloud Service and is available as:

- IBM MarketScan Treatment Pathways Additional MarketScan Data Loading
- IBM MarketScan Treatment Pathways European Data Loading
- IBM MarketScan Treatment Pathways Non-IBM Data Loading
- IBM MarketScan Treatment Pathways Advanced Treatment Pattern Module Startup

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=BC71B690BB3111E7A229E0F52AF6E722>

3. Service Levels and Technical Support

3.1 Service Level Agreement

This Cloud Service does not provide an availability service level agreement.

3.2 Technical Support

Technical and content support for the Service is provided. Support contact information and other details about support operations can be found at https://www-01.ibm.com/software/support/watsonhealth/truven_support.html.

Technical and Content support is offered with the Cloud Service and is not available as a separate offering.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Authorized User is a unique user authorized to access the Cloud Service in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Instance is each access to a specific configuration of the Cloud Service.
- Engagement is a professional or training service related to the Cloud Service.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Third-Party Notices

Client shall comply with and be bound by all provisions and agreements required by other third-party licensors as are contained herein in Exhibit A ("Third Party Notices"). Client's rights to use the third-party licensor products terminate if Client fails to comply with any such obligations.

5.2 Use of Treatment Pathways Data

Client's use of the Treatment Pathways Data accessed through the Cloud Service, is limited to the following:

5.2.1 Treatment Pathways Data Use Restrictions

Authorized Users may only use the Cloud Service for internal purposes in research projects and as support data in publication of such research projects (individually and collectively "Client Research"). In any Client Research containing analytic results based on the Treatment Pathways Data, Client shall attribute IBM as the source of the underlying data by including one of the following statements, unless otherwise agreed in writing by IBM.

For MarketScan Data:

"Certain data used in this study were supplied by International Business Machines Corporation as part of one or more IBM MarketScan Research Databases. Any analysis, interpretation, or conclusion based on these data is solely that of the authors and not International Business Machines Corporation."

For European Data:

"Certain data used in this study were supplied by International Business Machines Corporation as part of THIN, a Cegedim Database. Any analysis, interpretation, or conclusion based on these data is solely that of the authors and not International Business Machines Corporation."

Further, Client must not remove, alter or destroy any other form of copyright notice, proprietary marking or confidential legend of IBM or any Third-Party Licensor placed upon or contained within the MarketScan Data. Client may display and print formats, results and text to support its internal use of the Cloud Service. Client may not copy, reproduce or duplicate, in whole or in part, the Treatment Pathways Data.

5.2.2 Prohibition of Data Linking and Re-Identification

Client and its Authorized Users will not:

- a. re-identify, attempt to re-identify, or allow re-identification of any individual (whether a patient, beneficiary, provider or other person) contained within the Treatment Pathways Data; or
- b. re-identify, attempt to re-identify, or allow the re-identification of, any relative(s), family or household member(s) of such individual(s), unless required by law;
- c. re-identify, attempt to re-identify, or allow any re-identification of the entities that are the sources of information that is included within the Treatment Pathways Data;
- d. aggregate or otherwise combine the Treatment Pathways Data with any other data or attempt to import into or otherwise link any data or data elements with or into the Treatment Pathways Data.

If the identity of any person, establishment or organization is discovered inadvertently, then (a) no use will be made of this knowledge; (b) the information that would identify any person, establishment or organization will be safeguarded or destroyed; and (c) no one else will be informed of the discovered identity.

5.2.3 Prohibition on State-Specific Data

Client is prohibited from reporting or publishing any state-specific norms/metrics for the state of South Carolina.

5.2.4 Prohibition on Red Book

The IBM Micromedex® RED BOOK® Database ("Red Book") licensed content may only be used as a referential look-up tool, and not for an automated claims processing system. The prices contained in Red Book are based on data reported by manufacturers. IBM has not performed any independent analysis of the actual prices paid by wholesalers and providers in the marketplace. Thus, actual prices paid by wholesalers and providers may well vary from the prices contained in this table and all prices are subject to change without notice. Further, IBM does not warrant the accuracy of the database contents or the pricing information.

5.2.5 Prohibition on Litigation

Client may not use the Cloud Service or any data resulting from analysis of the Treatment Pathways Data for the purpose of use in any pending or anticipated litigation.

Third Party Notices

1. American Medical Association

IBM is authorized by the American Medical Association (AMA) to distribute and sublicense Current Procedural Terminology, Fourth Edition, a coding system of nomenclature and codes for reporting of healthcare services (collectively, "CPT"), as part of the Cloud Service, provided that Client is bound by certain terms and conditions. Client's rights to use the CPT terminate if Client fails to comply with any of the material terms and conditions thereof. The terms and conditions that apply to the Cloud Service generally also apply to the CPT. The following are the additional terms and conditions that apply to the CPT:

- a. Client's right to use the CPT contained within the Cloud Service is nontransferable, nonexclusive, and for the sole purpose of internal use by Client, and only within:
Algeria, Argentina, Australia, Bahamas, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Cayman Islands, Chile, China, Colombia, Costa Rica, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Guatemala, Hong Kong, India, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Republic of Korea (South Korea), Lebanon, Mexico, New Zealand, Norway, Panama, Philippines, Portugal, Saudi Arabia, Singapore, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, United Arab Emirates, United Kingdom, United States and its territories, and Venezuela.
- b. Client is prohibited from publishing, distributing via the Internet or other public computer-based information system, creating derivative works (including translating), transferring, selling, leasing, licensing or otherwise making available to any unauthorized party, the CPT, or a copy or portion of the CPT.
- c. The provision of an updated version of CPT in the Cloud Service is dependent upon IBM's continuing contractual relations with the AMA.
- d. Client shall require that anyone who has authorized access to the Cloud Service complies with the terms and conditions that apply to the Cloud Service.
- e. CPT is copyrighted by the AMA and is a registered trademark of the AMA.
- f. The Cloud Service includes CPT which is commercial technical data which was developed exclusively at private expense by the American Medical Association, 330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.
- g. Client may only make copies of the CPT for back up or archival purposes.
- h. All notices of proprietary rights, including trademark and copyright notices, must appear on all permitted back-up or archival copies made.
- i. The CPT is provided "as is" without any warranty from or liability to the AMA, including, without limitation, liability for consequential or special damages or lost profits for sequence, accuracy or completeness of data, or that it will meet Client's requirements, and the AMA's sole responsibility is to make available replacement copies of the CPT if the data is not intact, and the AMA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in the CPT.
- j. Client's rights to use the CPT terminates in the event of default.
- k. In the event that a provision is determined to violate any law or is unenforceable the remainder of the terms and conditions that apply to the Cloud Service shall remain in full force and effect.
- l. To the extent necessary to enforce its intellectual property rights that arise as a result of material breaches of the terms and conditions that apply to the Cloud Service, the AMA is a third-party beneficiary.