

MARKETSCAN TREATMENT PATHWAYS SOFTWARE AS A SERVICE

This Solution Description ("SD") describes the MarketScan Treatment Pathways Software as a Service ("SaaS"). The term "Client" in this SD includes Client's Affiliates, as applicable and defined in the Base Agreement. Notwithstanding the foregoing, Client may not allow access to the SaaS by Affiliates in China, Russia, or any country sanctioned by the United States Treasury Office of Foreign Assets Control or any country not listed in the Territory section in the AMA Third-Party Licensor terms referenced below. All requests for Authorized User provisioning must include the prospective Authorized User's country of residence.

1. Treatment Pathways Description

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 in the MarketScan Databases (including database subsets), which are a family of statistically de-identified research datasets that fully integrate patient-level healthcare claims and health plan enrollment data, productivity data, laboratory results, and health risk assessments into datasets available for research. Data are contributed by large employers and health plans in the United States. The MarketScan Databases described below are, collectively and individually, referenced in this SD as "MarketScan Data".

The SaaS is available with statistically de-identified MarketScan Data (the "Treatment Pathways Data"), which includes comorbidities, diagnoses, procedures, drugs, demographics, service location type, and payments. 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 Users can generate output based on user-selected criteria, treatment sequences, or analytical queries, reflecting results derived from the evaluation of individual-level Treatment Pathways Data ("Exports"). Exports may include summarized, aggregated, or record-level data outputs (including qualifying patient identifier lists), and may present analyses relating to treatment sequences, patient characteristics, utilization patterns, clinical outcomes, and other user-specified measures, which may be viewed and downloaded by an Authorized User. For clarity, to the extent any Export includes Treatment Pathways Data (including record-level or patient-level data), such Exports shall be treated as Treatment Pathways Data for purposes of all use restrictions, confidentiality obligations, and destruction requirements under the Treatment Pathways Agreement. Exports shall not constitute Client Works (as defined below) unless and until transformed into findings and outputs that do not contain Treatment Pathways Data.

2. Offerings

2.1 Base Subscription and Authorized Users

The base subscription to Treatment Pathways includes up to 10 Authorized Users with access to Treatment Pathways Data to the extent such data is included in Client's Treatment Pathways ordering document or separately licensed by Client under another agreement and made available via the SaaS. Access for additional Authorized Users in excess of 10 is available for additional fees. Treatment Pathways Data available via the SaaS includes patients with prescription drug coverage from the MarketScan Data described in Section 2.3 below.

2.2 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.

2.3 Database Descriptions

Database	Description
Commercial Database	The Commercial Database includes enrollment and demographic information as well as inpatient and outpatient medical and outpatient pharmacy claims data collected from large employers and health plans in the United States. Healthcare coverage is provided under a variety of fee-for-service and managed care plans. The database consists of information for individuals who are under the age of 65 and are the primary insured or a spouse or dependent thereof.
Medicare Database	The Medicare Database includes all data and information from the Medicare Classic Database (described below) as well as additional data and information for data years 2020 and forward. "Medicare Databases" collectively refers to the Medicare and Medicare Classic Databases.
Medicare Classic Database	The Medicare Classic Database—referred to as the Medicare Database prior to September 2025—includes the same information and claims data elements as the Commercial Database for individuals who are Medicare-eligible and have supplemental insurance paid for by their current or former employer; both the Medicare-paid and supplemental-paid components of reimbursed administrative claims are included. In addition, since 2019, the Medicare Classic Database contains information for Medicare Advantage patients for those former employers who have chosen this option for their former employees.

Database	Description
Standard Quarterly Updates	Standard Quarterly Updates for the Commercial, Medicare (including Medicare Classic), and Lab Databases are released quarterly and consist of all the components found in the annual database releases, where the amount of time between the last service date in the file and the release date for the updates is nine months as opposed to 12 months for the annual database release. Each release contains a new quarter of data and refreshes data in the previous quarters and typically contains three months of runoff for the most recent quarter (each update contains records of services paid through at least three months past the final incurred date).
Multi-State Medicaid Database	The Multi-State Medicaid Database reflects the healthcare service use of enrollees covered by Medicaid programs in geographically dispersed states. The database includes enrollment and demographic information, inpatient medical, outpatient medical, and outpatient pharmacy claims data, and information on long-term care covered under fee-for-service and managed care plans. The database also includes socioeconomic variables such as federal aid category (e.g., income-based, disability, TANF) and race.
Mortality Database	The Mortality Database integrates death information (month and year) with the enrollment and claims data for a subset of enrollees in the Commercial and Medicare Databases for whom a death could be ascertained either from the Death Master File or hospital discharge status. Individuals who were alive during the period of the database will have a missing date value.
Lab Database	The Lab Database adds laboratory results to the data elements for a subset of enrollees in the Commercial and Medicare Databases.
Health and Productivity Management Database	The Health and Productivity Management Database contains workplace absence, short- and long-term disability, and workers' compensation data for a subset of enrollees (employees only) in the Commercial Database. Not all data contributors contribute all types of productivity data.
Dental Database	The Dental Database contains dental claims for a subset of enrollees in the Commercial and Medicare Databases as well as a subset of enrollees that are not included in the Commercial and Medicare Databases.
Health Risk Assessment Database	The Health Risk Assessment Database contains self-reported biometric and health-related behavioral data. The data come from surveys of employees of large corporations and health plans. The information is available for a subset of enrollees in the Commercial and Medicare Databases.

2.4 Sets A and B

Sets A and B are two datasets for certain MarketScan Databases. For the Commercial and Medicare Databases (including Standard Quarterly Updates), both Sets A and B are available as Treatment Pathways Data. For the Lab, Mortality, Health and Productivity Management, and Health Risk Assessment Databases, the Treatment Pathways Data is limited to Set B only. Sets A and B do not apply to the Multi-State Medicaid and Dental Databases.

Set	Description
Set A	Set A contains 100% of the database population where the claims payment values will be actual where allowed and imputed where actual is not allowed.
Set B	Set B is a subset of the database population with actual claims payment values only.

3. Definitions

Term	Definition
Authorized User	A unique individual authorized to access the SaaS in any manner, directly or indirectly, that is a Client (including authorized Affiliates) employee or Contingency Employee who has a need to know and are trained in appropriate data security procedures for use of the SaaS. Authorized Users <i>expressly exclude</i> individuals located in China, Russia, or any country sanctioned by the United States Treasury Office of Foreign Assets Control, or any country not listed in the Territory on the AMA Third-Party Licensor terms referenced below. Use of the SaaS by Affiliates is subject to Client's affiliate entities meeting the Affiliate definition as of the effective date of the Order Doc and Client ensuring Affiliates' adherence to the Treatment Pathways Agreement.
Contingency Employees	Individual, temporary workers who provide services to Client on a full-time, part-time or project-specific basis, and are either hired by Client with wages paid directly by Client or provide services to Client through a staffing agency that is under contract with Client pursuant to which such workers are paid directly by the staffing agency, and access the SaaS using Client-provided computers onsite at Client offices or remotely for purposes solely related to their work on behalf of Client. For clarity, any individual that does not meet the above definition is not an Authorized User and may not use the SaaS.
Documentation	Manuals and other documentation provided to Client, in hard copy or electronic form, which may only be used in support of Client's Authorized Use of the SaaS. All restrictions on Client's use of the SaaS apply equally to Documentation.

Term	Definition
Third-Party Licensor	Any third-party vendor from whom Company has acquired, or may acquire, the right to license, sublicense or distribute software, data, documentation or other information for use in or in connection with the SaaS.

4. Authorized Use

Company grants to Client a limited, non-exclusive, non-transferable right to use the SaaS for analysis and creation of Client Works (as defined below) for Client's internal business operations and for internal use only (other than publishing Client Works in peer-reviewed journals) ("Authorized Use").

"Client Works" means algorithms, methodologies, findings, developments, analytical output, insights, and any other works of authorship created by or resulting from Client's use of the SaaS. Client Works do not contain, reproduce, disclose, or permit the reconstruction of any Treatment Pathways Data, and do not include any raw patient- or record-level Treatment Pathways Data.

In any report or other publication containing Client Works based on use of the SaaS, Client shall attribute Company as the source of the underlying data by including the following statement, unless otherwise agreed in writing by Company: *Certain data used in this study were supplied by Merative as part of one or more MarketScan Research Databases. Any analysis, interpretation, or conclusion based on these data is solely that of the authors and not Merative.*

5. Copyright

Client may not copy, reproduce, or duplicate the Treatment Pathways Data for its own use or third-party use, in whole or in part, except to make project-specific data subsets for the Authorized Use, or sufficient back-up copies of specific datasets made in connection with the Authorized Use to comply with Client's internal backup policies. Client must not remove, alter, or destroy any other form of copyright notice, proprietary marking, or confidential legend of Company or any Third-Party Licensor placed upon or contained within the SaaS.

6. Data Protection and Security

Treatment Pathways is not designed to process any personal data or personal information subject to the European General Protection Regulation (EU/2016/679) ("GDPR"), California Consumer Privacy Act ("CCPA"), or other data protection laws. Client agrees that no personal data or personal information subject to GDPR, CCPA or other data protection laws is or will be provided to Company as a Processor on behalf of the Client as part of the SaaS provisioning or use.

Notwithstanding anything to the contrary in the foundational TOMs (as defined in the Base Agreement), this SaaS does not provide an annual ISO 27001 Certification or SOC 2 Audit.

7. Restrictions

7.1 Data Linking, Re-Identification, and Creation of Synthetic Datasets

Client and its Authorized Users will not:

- re-identify, attempt to re-identify, or allow re-identification of any individual (whether a patient, beneficiary, provider or other person), relative(s), family, or household member(s) of such individual(s) (unless required by law), or entities that are the source of the information that is included within the Treatment Pathways Data; or
- 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; or
- use the Treatment Pathways Data for the creation of synthetic or artificial datasets.

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.

7.2 Distinct Use

With regard to Sets A and B, Client and its Authorized Users will not (a) simultaneously access or use both Sets A and B or (b) inform research being done with any previous or future research being done with access to both Sets A and B in a manner that could increase the likelihood of re-identification of an individual or the entities that are the sources of information that is included in any Treatment Pathways Data.

7.3 Use of Artificial Intelligence

Client and its Authorized Users will not use, permit access to, or disclose the SaaS in any manner that would (i) result in ingestion within AI Technologies (as defined below) or technologies with artificial intelligence or machine learning capabilities, or (ii) use any public automated means to access, query or otherwise process the SaaS. "AI Technologies" means systems or technologies that use machine learning, deep learning, generative models, large language models, or other data-driven or self-learning techniques designed to learn

ATTACHMENT FOR TREATMENT PATHWAYS: SOLUTION DESCRIPTION

from data and generate outputs such as content, predictions, recommendations, or decisions. Use of any internal AI Technology may be permitted upon Company's review and written approval.

7.4 Red Book

The Merative 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. Company 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, Company does not warrant the accuracy of the database contents or the pricing information.

7.5 Litigation

Client may not use the SaaS, Exports, or Client Works for the purpose of any pending or anticipated litigation except to the extent reasonably necessary for Client to enforce the terms of this Order Doc and the SD. This section survives termination or expiration of the Order Doc or Base Agreement.

8. Ethical Use

Client agrees that the SaaS shall not be used for any of the following purposes:

- use intended to or which has the effect of unfairly discriminating against individuals or groups based on protected characteristics or categories;
- automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation; or
- use related to surveillance, racial profiling, or violations of basic human rights and freedoms.

9. Regulatory Compliance

If and to the extent the California Consumer Privacy Act ("CCPA") applies to de-identified information under this Agreement, Client agrees that pursuant to CCPA AB 713, re-identification, and attempted re-identification, of the de-identified information is prohibited; and unless otherwise required by law, Client may not further disclose the de-identified information to any third party unless it complies with this Treatment Pathways Agreement's requirements to obtain approval from Company, and unless the third party is contractually bound by the same or stricter restrictions and conditions.

For purposes of this section, "re-identify" means the process of reversal of de-identification techniques, including, but not limited to, the addition of specific pieces of information or data elements that can, individually or in combination, be used to uniquely identify an individual or usage of any statistical method, contrivance, computer software, or other means that have the effect of associating de-identified information with a specific identifiable individual.

In addition to its obligations under the Base Agreement to provide the SaaS in accordance with all applicable laws, Company expressly demonstrates compliance with the requirements of AB-713.

10. Confidentiality and Ownership

The Treatment Pathways Data, Exports, and Documentation are Company confidential information. The parties agree that the confidentiality agreement in place between the parties ("NDA") governs the obligations and rights of the parties with respect to any Confidential Information (as defined in the NDA) exchanged between the parties under the Treatment Pathways Agreement. If the parties have not executed a confidentiality agreement, the one set forth at [https://www.merative.com/content/dam/merative/terms/ancillary/2-Way_Non-Disclosure_Agreement_\(2NDA\).pdf](https://www.merative.com/content/dam/merative/terms/ancillary/2-Way_Non-Disclosure_Agreement_(2NDA).pdf) applies. Notwithstanding the applicable confidentiality agreement, the Treatment Pathways Data remains confidential in perpetuity. The terms of this section survive the expiration or termination of the applicable Order Doc.

11. Training and Support

Technical support for SaaS, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is available at www.merative.com/support. Training/enabement materials are available within the SaaS; Client may purchase increments of eight hours of support for baseline questions on Client's use of the SaaS. No service level agreement is provided.

12. Third-Party Licensor Terms

The SaaS contains certain material licensed from one or more Third-Party Licensors. Company provides such third-party materials to Client "AS-IS" without any warranties, express or implied. Client agrees to the following supplemental terms and conditions imposed by such Third Party Licensors, which are hereby incorporated by reference.

Third-Party	Terms
American Medical Association (AMA)	Current Procedural Terminology (CPT): https://assets.merative.com/m/5473a26abcf0749b/original/AMA_Flowdown_Terms.pdf
American Dental Association (ADA)	Current Dental Terminology (CDT): https://assets.merative.com/m/cddb567991d8482/original/ADA-Flowdown-Terms.pdf
LOINC/Regenstrief Institute	The SaaS may contain content from LOINC (http://loinc.org). LOINC is copyright © Regenstrief Institute, Inc. and the Logical Observation Identifiers Names and Codes (LOINC) Committee and is available at no cost under the license at http://loinc.org/license . LOINC® is a registered United States trademark of Regenstrief Institute, Inc.

13. Termination or Expiration

The term of Client's access to the SaaS will run concurrent with the term specified in the Order Doc. Termination or expiration of the Order Doc will automatically terminate the access and use rights provided thereunder and Client must destroy the Treatment Pathways Data, Exports, Documentation, and any other Company Confidential Information disclosed thereunder that is in possession or control of Client, Client's Affiliates, and all Authorized Users, and certify such destruction in writing via email to productsupport@merative.com no later than one week after the license term ends.