

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q**

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2023

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-39727

SCIENCE 37 HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

**800 Park Offices Drive, Suite 3606
Research Triangle Park, North Carolina**

(Address of Principal Executive Offices)

84-4278203

(I.R.S. Employer Identification No.)

27709

(Zip Code)

Registrant's telephone number, including area code: **(984) 377-3737**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Shares of Common Stock, \$0.0001 par value per share	SNCE	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	o	Accelerated filer	o
Non-accelerated filer	x	Smaller reporting company	x
		Emerging growth company	x

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes o No x

As of November 2, 2023, there were 119,397,205 shares of the registrant's common stock, par value \$0.0001 per share, outstanding.

Science 37 Holdings, Inc.
Form 10-Q
For the Quarter Ended September 30, 2023

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"We," "us," "our," the "Company," or "Science 37," unless the context otherwise requires, means Science 37 Holdings, Inc. and its subsidiaries.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q, including, but not limited to, statements regarding our future results of operations and financial position, business strategy, plans and prospects, existing and prospective products, research and development costs, timing and likelihood of success, and plans and objectives of management for future operations and results, are forward-looking statements. These forward-looking statements can generally be identified by the use of forward-looking terminology, including the terms “believes,” “can,” “could,” “estimates,” “anticipates,” “expects,” “seeks,” “projects,” “intends,” “plans,” “may,” “might,” “should,” “will,” or “would,” or, in each case, their negative or other variations or comparable terminology, although not all forward-looking statements contain these identifying words.

The forward-looking statements in this Quarterly Report on Form 10-Q are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These statements involve known and unknown risks, uncertainties and other important factors, many of which are beyond the Company’s control, that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Factors that may impact such forward-looking statements include:

- expectations regarding the Company’s strategies and future financial performance, including its future business plans or objectives, prospective performance and opportunities and competitors, revenues, backlog conversion, products and services, pricing, operating expenses, market trends, liquidity, cash flows and uses of cash, capital expenditures, and ability to invest in growth initiatives and pursue merger, acquisition, divestiture, investment, partnership and similar opportunities, as well as regarding its cost reduction programs and anticipated cost savings;
- risks related to the Company’s technology, intellectual property, data privacy and cybersecurity practices;
- risks related to the Company’s reliance on third parties;
- risks related to general economic and financial market conditions, including the impact of ongoing supply chain disruptions and inflationary cost pressures and the possibility of an economic recession; instability in the global banking system; the political, legal and regulatory environment; and the industries in which the Company operates;
- the risk that the Company will need to raise additional capital to execute its business plan, which may not be available on acceptable terms or at all;
- limited liquidity and trading of the Company’s securities, including the possibility the Company’s common stock may be delisted from The Nasdaq Stock Market LLC;
- volatility in the price of Science 37’s securities due to a variety of factors, including changes in the competitive and highly regulated industries in which Science 37 operates, variations in performance across competitors and changes in laws and regulations affecting Science 37’s business;
- geopolitical risk and changes in applicable laws or regulations;
- the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors;
- operational risks; and
- litigation and regulatory enforcement risks, including the diversion of management time and attention and the additional costs and demands resulting therefrom on the Company’s resources.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and other risks and uncertainties discussed in Part I, Item 1A, “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022. Furthermore, we operate in an evolving environment. Should one or more of these risks or uncertainties materialize, or should any of the assumptions prove incorrect, actual results may vary in material respects from those projected in our forward-looking statements. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties.

The forward-looking statements contained in this Quarterly Report on Form 10-Q are based on the Company’s current expectations and beliefs and are based upon information available to us as of the date of this Quarterly Report on Form 10-Q, and while we believe such information forms a reasonable basis for such statements, that information may be limited or

incomplete. Our forward-looking statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements.

You should read this Quarterly Report on Form 10-Q and the documents that we reference herein and have filed as exhibits to this Quarterly Report on Form 10-Q with the understanding that our actual future results, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. The forward-looking statements contained in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. The Company will not and does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Part I - Financial Information**Item 1. Financial Statements**

Science 37 Holdings, Inc. and Subsidiaries
Condensed Consolidated Balance Sheets

	(unaudited)	
	September 30, 2023	December 31, 2022
<i>(In thousands, except share data)</i>		
Assets		
Current assets:		
Cash and cash equivalents	\$ 56,407	\$ 108,091
Accounts receivable and unbilled services, net	12,591	10,992
Prepaid expenses and other current assets	6,543	7,121
Total current assets	75,541	126,204
Other assets	186	244
Total assets	\$ 75,727	\$ 126,448
Liabilities, preferred stock and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 6,665	\$ 7,206
Accrued expenses and other liabilities	8,355	11,364
Deferred revenue	3,084	4,606
Total current liabilities	18,104	23,176
Non-current liabilities:		
Deferred revenue	4,710	3,654
Operating lease liabilities	47	716
Commissions payable	1,062	1,336
Other long-term liabilities	60	180
Total liabilities	23,983	29,062
Commitments and Contingencies (Note 11)		
Preferred stock:		
Preferred stock, \$0.0001 par value; 100,000,000 shares authorized, 0 issued and outstanding at September 30, 2023 and December 31, 2022, respectively	—	—
Stockholders' equity:		
Common stock, \$0.0001 par value; 400,000,000 shares authorized, 119,118,653 and 116,432,029 issued and outstanding at September 30, 2023 and December 31, 2022, respectively	12	12
Additional paid-in capital	362,755	350,247
Accumulated other comprehensive income	207	193
Accumulated deficit	(311,230)	(253,066)
Total stockholders' equity	51,744	97,386
Total liabilities, preferred stock and stockholders' equity	\$ 75,727	\$ 126,448

The accompanying notes are an integral part of these condensed consolidated financial statements.

Science 37 Holdings, Inc. and Subsidiaries
Condensed Consolidated Statements of Operations and Comprehensive Income (Loss)
(unaudited)

<i>(In thousands, except per share data)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Revenue	\$ 14,887	\$ 16,249	\$ 44,324	\$ 54,210
Operating expenses:				
Cost of revenue (exclusive of depreciation and amortization)	8,972	12,157	30,048	41,985
Selling, general and administrative	14,740	24,485	51,813	82,822
Impairment of long-lived assets	5,533	—	19,013	—
Depreciation and amortization	164	4,870	520	12,569
Restructuring costs	22	—	3,624	—
Total operating expenses	29,431	41,512	105,018	137,376
Loss from operations	(14,544)	(25,263)	(60,694)	(83,166)
Other income (expense):				
Interest income	732	559	2,475	748
Sublease income	(2)	240	64	719
Change in fair value of earn-out liability	—	1,200	110	97,600
Other income (expense), net	(109)	(264)	(84)	(369)
Total other income (expense), net	621	1,735	2,565	98,698
Income (loss) before income taxes	(13,923)	(23,528)	(58,129)	15,532
Income tax expense (benefit)	1	—	1	(1)
Net income (loss)	\$ (13,924)	\$ (23,528)	\$ (58,130)	\$ 15,533
(Loss) earnings per share:				
Basic	\$ (0.12)	\$ (0.20)	\$ (0.50)	\$ 0.13
Diluted	\$ (0.12)	\$ (0.20)	\$ (0.50)	\$ 0.12
Weighted average common shares outstanding:				
Basic	118,146	116,412	117,210	115,935
Diluted	118,146	116,412	117,210	126,717
Comprehensive (loss) income				
Net income (loss)	(13,924)	(23,528)	(58,130)	15,533
Foreign currency translation	(8)	125	14	152
Total comprehensive income (loss)	\$ (13,932)	\$ (23,403)	\$ (58,116)	\$ 15,685

The accompanying notes are an integral part of these condensed consolidated financial statements.

Science 37 Holdings, Inc. and Subsidiaries
Condensed Consolidated Statements of Stockholders' Equity
Three and Nine Months Ended September 30, 2023 and 2022
(unaudited)

<i>(In thousands)</i>	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2022	116,432	\$ 12	\$ 350,247	\$ 193	\$ (253,066)	\$ 97,386
Stock-based compensation	—	—	5,286	—	—	5,286
Adoption of current expected credit loss standard	—	—	—	—	(33)	(33)
Proceeds from option exercises	30	—	12	—	—	12
Proceeds from issuance of stock under the employee stock purchase plan	267	—	75	—	—	75
Net loss	—	—	—	—	(24,628)	(24,628)
Foreign currency translation, net of tax	—	—	—	13	—	13
Balance at March 31, 2023	116,729	\$ 12	\$ 355,620	\$ 206	\$ (277,727)	\$ 78,111
Stock-based compensation	—	—	3,709	—	—	3,709
Proceeds from option exercises	52	—	14	—	—	14
Restricted stock units vested, net of shares withheld for taxes	326	—	(17)	—	—	(17)
Net loss	—	—	—	—	(19,579)	(19,579)
Foreign currency translation, net of tax	—	—	—	9	—	9
Balance at June 30, 2023	117,107	\$ 12	\$ 359,326	\$ 215	\$ (297,306)	\$ 62,247
Stock-based compensation	—	—	3,670	—	—	3,670
Proceeds from option exercises	150	—	41	—	—	41
Proceeds from issuance of stock under the employee stock purchase plan	163	—	44	—	—	44
Restricted stock units vested, net of shares withheld for taxes	1,699	—	(326)	—	—	(326)
Net loss	—	—	—	—	(13,924)	(13,924)
Foreign currency translation, net of tax	—	—	—	(8)	—	(8)
Balance at September 30, 2023	119,119	\$ 12	\$ 362,755	\$ 207	\$ (311,230)	\$ 51,744

<i>(In thousands)</i>	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2021	114,991	\$ 11	\$ 323,666	\$ —	\$ (202,078)	\$ 121,599
Stock-based compensation	—	—	7,557	—	—	7,557
Proceeds from option exercises	723	1	130	—	—	131
Net income	—	—	—	—	44,894	44,894
Balance at March 31, 2022	115,714	\$ 12	\$ 331,353	\$ —	\$ (157,184)	\$ 174,181
Stock-based compensation	—	—	7,103	—	—	7,103
Proceeds from option exercises	538	—	369	—	—	369
Net loss	—	—	—	—	(5,833)	(5,833)
Foreign currency translation, net of tax	—	—	—	27	—	27
Balance at June 30, 2022	116,252	\$ 12	\$ 338,825	\$ 27	\$ (163,017)	\$ 175,847
Stock-based compensation	—	—	5,981	—	—	5,981
Proceeds from option exercises	322	—	178	—	—	178
Net loss	—	—	—	—	(23,528)	(23,528)
Foreign currency translation, net of tax	—	—	—	125	—	125
Balance at September 30, 2022	116,574	\$ 12	\$ 344,984	\$ 152	\$ (186,545)	\$ 158,603

The accompanying notes are an integral part of these condensed consolidated financial statements.

Science 37 Holdings, Inc. and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(unaudited)

<i>(In thousands)</i>	Nine Months Ended September 30,	
	2023	2022
Cash flows from operating activities:		
Net income (loss)	\$ (58,130)	\$ 15,533
Adjustments to reconcile net (loss) income to net cash used in operating activities:		
Depreciation and amortization	520	12,569
Non-cash lease expense related to operating lease right-of-use assets	—	859
Stock-based compensation	12,286	19,425
Gain on change in fair value of earn-out liability	(110)	(97,600)
Long-lived asset impairment	19,013	—
Loss on foreign currency exchange rates	76	282
Provision for doubtful accounts	390	147
Changes in operating assets and liabilities:		
Accounts receivable and unbilled services	(2,023)	1,534
Prepaid expenses and other current assets	566	745
Other assets	14	(72)
Accounts payable	(902)	(8,100)
Accrued expenses and other current liabilities	(3,589)	(6,329)
Deferred revenue	(465)	1,165
Operating lease liabilities	(474)	(449)
Other, net	(297)	(86)
Net cash used in operating activities	(33,125)	(60,377)
Cash flows from investing activities:		
Payments related to capitalized software development costs	(17,639)	(24,627)
Purchase of internal-use software	(750)	—
Purchases of property and equipment	(31)	(162)
Net cash used in investing activities	(18,420)	(24,789)
Cash flows from financing activities:		
Proceeds from stock option exercises	68	672
Proceeds from issuance of stock under the employee stock purchase plan	119	—
Payments related to tax withholdings for share-based compensation	(343)	—
Net cash (used in) provided by financing activities	(156)	672
Effect of foreign currency exchange rate changes on cash	17	132
Net decrease in cash and cash equivalents	(51,684)	(84,362)
Cash and cash equivalents, beginning of period	108,091	214,601
Cash and cash equivalents, end of period	\$ 56,407	\$ 130,239
Supplemental disclosures of non-cash activities		
Balance in accounts payable, accrued expenses and other current liabilities, and capitalized stock-based compensation related to capitalized software and fixed asset additions	\$ (1,424)	\$ (3,482)
Balance in prepaid expenses and other current assets related to stock option exercises	\$ —	\$ 5

The accompanying notes are an integral part of these condensed consolidated financial statements.

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

1. Company Background and Basis of Presentation

Description of Business

Science 37 Holdings, Inc. and its subsidiaries (the “Company” or “Science 37”) is a leader in patient-centric clinical trials and in supporting novel approaches to decentralized clinical trial designs. Science 37 pioneered the concept of patient-centric clinical trials with a very simple premise: that clinical trials should begin with the patient.

Through its patient-centric approach, Science 37 reduces the impact of the geographic barriers associated with conventional physical clinical trial sites, enabling recruitment of virtually any patient. Science 37 believes that centering the clinical trial around the patient with personalized support addresses current industry needs around patient recruitment, retention, representation, and engagement. To expand clinical trial access, Science 37 offers a unique model to existing non-research focused healthcare networks to seamlessly participate without the traditional site infrastructure costs.

Science 37’s patient-centric model is powered by a proprietary end-to-end unified technology platform and its team of employees with significant therapeutic and subject matter expertise. As the backbone of Science 37’s offering, the proprietary unified technology platform standardizes and orchestrates the process for clinical trials across Science 37’s specialized network of patient communities, telemedicine investigators, flexible mobile nurse networks, remote coordinators, and robust network of technology integrations. The Company operates under one reporting segment.

Unaudited Interim Financial Information

The accompanying unaudited condensed consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) for interim financial information. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair statement of the Company’s financial condition and results of operations have been included. Operating results for the periods presented are not necessarily indicative of the results that may be expected for the year ending December 31, 2023. The information included in this Quarterly Report on Form 10-Q should be read in conjunction with the Company’s audited consolidated financial statements included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022. The balance sheet as of December 31, 2022 has been derived from the audited consolidated financial statements of the Company, but does not include all the disclosures required by GAAP.

Reclassifications

Certain previously reported amounts have been reclassified to conform to the current period presentation. Specifically, on the face of the condensed consolidated balance sheets, commissions payable, which has increased as a percentage of total assets and was previously included in other long-term liabilities, has been reclassified to a separate financial statement line item. In addition, long-term earn-out liability, which was previously disclosed as a separate financial statement line item has been reclassified to other long-term liabilities, due to the immaterial nature of the balance.

Principles of Consolidation

The condensed consolidated financial statements include the accounts of the Company and its subsidiaries. Intercompany transactions and balances have been eliminated.

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenue and expenses for the periods presented. Significant estimates and assumptions are used for, but are not limited to: (1) revenue recognition, (2) allowance for doubtful accounts, (3) long-lived asset recoverability, (4) useful lives of long-lived assets, (5) stock-based compensation, and (6) fair value measurements, including the fair value of the contingent liability related to the Earn-Out Shares (as defined below) as further discussed in Note 8 “Fair Value Measurements” and Note 12 “Earn-Out Shares”.

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

In January 2023, the Company reassessed the useful life of its unified technology platform in relation to its revenue generating activities. Based on this review, the Company determined the useful life of its unified technology platform, in relation to revenue generating activities, was longer than the useful life previously used for amortization purposes in the Company's financial statements. As a result, the Company increased the useful life of its unified technology platform for amortization purposes from three to five years effective January 1, 2023. The effects of this change in accounting estimate over the previous estimated useful life for the three and nine months ended September 30, 2023 was zero because the Company's unified technology platform was fully impaired in both the fourth quarter of 2022 and for the nine months ended September 30, 2023 as discussed under Note 3 "Capitalized Software, net".

Emerging Growth Company and Smaller Reporting Company Status

As an emerging growth company ("EGC"), the Jumpstart Our Business Startups Act ("JOBS Act") allows the Company to delay adoption of new or revised accounting pronouncements applicable to public companies until such pronouncements are applicable to private companies. The Company has elected to use the extended transition period under the JOBS Act until such time the Company is not considered to be an EGC. The adoption dates discussed in the section below reflect this election.

The Company is also a smaller reporting company as defined in Item 10(f) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure requirements, including, among other things, providing only two years of audited financial statements. To the extent the Company takes advantage of such reduced disclosure requirements, it may make the comparison of its financial statements with other public companies difficult or impossible.

Accounting Pronouncements Recently Adopted

In June 2016, the Financial Accounting Standards Board issued ASU 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments. This guidance introduces a new model for recognizing credit losses on financial instruments based on an estimate of current expected credit losses. The standard replaced the incurred loss impairment methodology with one that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The Company adopted ASU 2016-13 effective January 1, 2023 and recorded a cumulative effect adjustment for the impact to retained earnings. The adoption of this standard did not have a material impact on the Company's consolidated financial statements and related disclosures. This is primarily based on the Company's assessment of historical credit losses, customers' creditworthiness, and the fact that the Company's trade receivables are short term in duration.

2. Revenue from Contracts with Customers

Unsatisfied Performance Obligations

As of September 30, 2023, the aggregate amount of transaction price allocated to the unsatisfied performance obligations was \$144.9 million. The Company expects to recognize this revenue over the remaining contract term of the individual projects, with remaining contract terms generally ranging from one month to 4.8 years. The amount of unsatisfied performance obligations is lower than the potential contractual revenue since it excludes revenue that is constrained. Revenue amounts excluded due to constraints include those amounts under contracts that (i) are wholly unperformed in which the customer has a unilateral right to cancel the arrangement, or (ii) require the Company to undertake numerous activities to fulfill the performance obligations, including various activities that are outside of the Company's control.

Timing of Billing and Performance

During the three and nine months ended September 30, 2023, the Company recognized approximately \$0.7 million and \$5.1 million of revenue, respectively, that was included in the deferred revenue balance at the beginning of the periods. During the three and nine months ended September 30, 2023, revenue recognized from performance obligations partially satisfied in previous periods was \$1.2 million and \$4.9 million, respectively. These cumulative catch-up adjustments primarily related to contract modifications executed in the current period, which resulted in changes to the transaction price and changes in estimates such as estimated total costs.

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

Accounts Receivable, Unbilled Services, and Deferred Revenue

Accounts receivable and unbilled services (including contract assets) consisted of the following:

<i>(In thousands)</i>	September 30, 2023	December 31, 2022
Accounts receivable	\$ 10,194	\$ 8,235
Unbilled services	3,397	3,555
Total accounts receivable and unbilled services	13,591	11,790
Allowance for doubtful accounts	(1,000)	(798)
Total accounts receivable and unbilled services, net	<u>\$ 12,591</u>	<u>\$ 10,992</u>

As of September 30, 2023 and December 31, 2022, contract assets of \$3.4 million and \$3.6 million, respectively, were included in unbilled services.

The following table presents the activity in allowance for doubtful accounts:

<i>(In thousands)</i>	September 30, 2023	December 31, 2022
Balance at beginning of year	\$ (798)	\$ —
Impact of adoption of ASC 326	(33)	—
Provision for credit losses	(390)	(798)
Write-offs	221	—
Balance at end of period	<u>\$ (1,000)</u>	<u>\$ (798)</u>

During the three months ended September 30, 2023, the Company wrote off \$0.2 million of accounts receivable, all of which was reserved in previous quarters. There were no amounts written off for the nine months ended September 30, 2022. Bad debt expense is included in selling, general and administrative expense in the condensed consolidated statements of operations and comprehensive income (loss).

Deferred revenue as of September 30, 2023 and December 31, 2022 was \$7.8 million and \$8.3 million, respectively. Changes in the Company's accounts receivable, unbilled services and deferred revenue balances were impacted by timing differences between the Company's satisfaction of performance obligations under its contracts, achievement of billing milestones, and customer payments.

Revenue by Geography

Substantially all of the Company's revenue for the three and nine months ended September 30, 2023 and 2022 was derived from services performed within the United States. No other country represented more than 10% of total revenue for these periods.

Concentration of Credit Risk

Financial assets that subject the Company to credit risk primarily consist of cash and cash equivalents, accounts receivable and unbilled services. Based on the short-term nature and historical realization of the financial assets, as well as the reputable credit ratings of the financial institutions holding the deposits, the Company believes it bears minimal credit risk. Certain balances exceed Federal Deposit Insurance Corporation (FDIC) insured limits or are invested in money market accounts with investment banks that are not FDIC insured.

For the three months ended September 30, 2023 and 2022, one and two customers, respectively, individually (totaling 15.8% and 24.4% of revenues, respectively) accounted for greater than 10% of revenue. For both the nine months ended September 30, 2023 and 2022, two customers individually (totaling 24.4% and 26.9% of revenues, respectively) accounted for greater than 10% of revenue.

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

As of September 30, 2023 and December 31, 2022, three and two customers, respectively, individually (totaling 46.7% and 39.1% of accounts receivable, net, respectively) accounted for greater than 10% of accounts receivable, net.

3. Capitalized Software, net

For the nine months ended September 30, 2023 and 2022, the Company capitalized \$19.0 million and \$28.8 million, respectively, of internal-use software and recognized amortization expense of \$0.5 million and \$12.1 million, respectively.

In addition, on January 31, 2023, the Company purchased scheduling software at a cost of \$0.8 million. The acquired software has since been integrated into the Company's unified technology platform. This purchase and integration enables increased scheduling efficiencies and related cost savings and demonstrates the Company's continuous improvement and cost reduction commitments.

The Company reviews capitalized software for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. When such events or changes in circumstances are present, the Company assesses the recoverability of long-lived assets by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the expected undiscounted future cash flow from the use of the capitalized software and its eventual disposition is less than the carrying value, an impairment loss is recognized and measured using the fair value of the related asset.

The net book value of the Company's internal use software totaling \$19.3 million during the nine months ended September 30, 2023 was impaired due to the carrying value of the asset group being greater than the fair value. The fair value of the long-lived asset group was determined based on certain significant unobservable inputs, which represents a level 3 measurement. The key inputs utilized to determine the aggregate fair value of the enterprise-wide long-lived asset group was the closing market price of the Company's common stock as of September 30, 2023 and an estimated control premium. The Company considered the market capitalization valuation during the nine months ended September 30, 2023, which was adversely impacted by declines in the Company's stock price, in determining the fair value of the asset group. The market capitalization was trading below cash and cash equivalents and stockholders' equity at September 30, 2023 which required the Company to recognize the long-lived asset impairment. No long-lived asset impairment expense was recognized for the nine months ended September 30, 2022.

4. Leases

The following table presents lease liability maturities and balance sheet classification as of September 30, 2023:

(in thousands)

Years Ending December 31,	Operating Leases	
2023 (excluding the nine months ended September 30, 2023)	\$	138
2024		465
2025 and thereafter		—
Total future minimum lease payments		603
Less imputed interest		(22)
Total lease liability	\$	581
Balance Sheet classification of lease liabilities reported as of September 30, 2023:		
Current liabilities: Accrued expenses and other liabilities	\$	534
Non-current liabilities: Operating lease liabilities		47
Total	\$	581

Effective August 1, 2023, the Company transferred one of its lease agreements, with no cost or penalty to the Company, to the sublessee who is occupying the space. The transfer of the lease resulted in a \$0.3 million gain on lease termination and was recorded as an offset in the impairment of long-lived assets account in the Company's condensed consolidated statements of operations and comprehensive income (loss).

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

5. Restructuring Costs

On November 10, 2022, the Company committed to and commenced a cost reduction program to materially change the Company's management structure and better align resources with our then-current business needs and go forward financial objectives. The cost reduction program included one-time termination benefits for 81 employees (approximately 15% of the Company's workforce at the time of the reduction). The Company's Board of Directors approved the program on November 9, 2022, and the majority of the affected employees were informed of the program beginning on November 10, 2022.

On April 11, 2023, the Company commenced an additional phase of its cost reduction program. In a continued effort to align the organization relative to core business needs and go forward financial objectives, this phase included a reduction in force affecting approximately 140 employees (representing approximately 30% of total employees prior to these actions). The Company's Board of Directors approved the reduction in force on March 30, 2023 and the majority of the affected employees were informed on April 11, 2023. The cost reduction program was substantially complete as of September 30, 2023.

During the three and nine months ended September 30, 2023, the Company recognized de minimis and \$3.6 million of restructuring costs. There were no restructuring costs for the nine months ended September 30, 2022. Total costs and cash expenditures for both phases of the cost reduction program are estimated at \$6.3 million to \$6.5 million, substantially all of which are related to one-time employee severance and benefits costs. The Company may continue to incur additional restructuring costs during and beyond 2023 related to its cost reduction program. The Company may also incur additional costs not currently contemplated due to events that may occur as a result of, or that are associated with, the cost reduction program.

Restructuring liabilities are included in accrued expenses and other liabilities on the condensed consolidated balance sheets. Activity related to the restructuring liabilities was as follows:

<i>(In thousands)</i>	September 30, 2023	December 31, 2022
Balance at beginning of period	\$ 772	\$ —
Restructuring costs	3,624	2,628
Payments	(4,079)	(1,856)
Balance at end of period	<u>\$ 317</u>	<u>\$ 772</u>

The Company expects the restructuring accruals as of September 30, 2023 will be paid in 2023, pursuant to the terms of one-time benefits.

6. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following:

<i>(In thousands)</i>	September 30, 2023	December 31, 2022
Prepaid expenses	\$ 2,019	\$ 2,834
Capitalized commission cost, net	4,154	3,945
Other	370	342
Total prepaid expenses and other current assets	<u>\$ 6,543</u>	<u>\$ 7,121</u>

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

7. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consisted of the following:

<i>(In thousands)</i>	September 30, 2023	December 31, 2022
Compensation, including bonuses, fringe benefits, and payroll taxes	\$ 4,252	\$ 5,750
Professional fees, investigator fees, and pass-through expenses	1,315	2,527
Commissions payable	1,608	1,529
Restructuring costs	317	772
Current portion of operating lease liabilities	534	606
Other	329	180
Total accrued expenses and other liabilities	\$ 8,355	\$ 11,364

8. Fair Value Measurements

Financial instruments, including cash and cash equivalents, are recorded at cost, which approximates fair value. Former holders of shares of Science 37, Inc. (“Legacy Science 37”) common stock were allocated Earn-Out Shares in connection with the completion of the October 2021 merger with LifeSci Acquisition II Corp. (the “Merger”) (for more information on the Merger transaction, please refer to Note 1 “Company Background and Basis of Presentation” and Note 3 “Business Combination” to the audited consolidated financial statements included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022 filed on March 6, 2023). These Earn-Out Shares are accounted for as a liability and require fair value measurement on a recurring basis. Due to the significant unobservable inputs that are required to value these shares, they are classified as Level 3 in the fair value hierarchy. Please refer to Note 12 “Earn-Out Shares” for additional details surrounding the valuation methodology for the Earn-Out Shares.

Please refer to Note 3 “Capitalized Software, net” for information regarding the impairment of long-lived assets. None of the Company’s other non-financial assets or liabilities are subject to fair value measurement on a non-recurring basis. There were no transfers between fair value measurement levels during the nine months ended September 30, 2023.

The following table summarizes the fair values of the Company’s assets and liabilities that were measured and reported at fair value on a recurring basis as of September 30, 2023:

<i>(In thousands)</i>	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds	\$ 53,723	\$ —	\$ —	\$ 53,723
Total	\$ 53,723	\$ —	\$ —	\$ 53,723
Liabilities:				
Earn-out liability related to shareholders	\$ —	\$ —	\$ 60	\$ 60
Total	\$ —	\$ —	\$ 60	\$ 60

The following table summarizes the fair values of the Company’s assets and liabilities that were measured and reported at fair value on a recurring basis as of December 31, 2022:

<i>(In thousands)</i>	Level 1	Level 2	Level 3	Total
Assets:				
Money market funds	\$ 104,138	\$ —	\$ —	\$ 104,138
Total	\$ 104,138	\$ —	\$ —	\$ 104,138
Liabilities:				
Earn-out liability related to shareholders	\$ —	\$ —	\$ 170	\$ 170
Total	\$ —	\$ —	\$ 170	\$ 170

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

9. Earnings (Loss) Per Share

The following table presents the calculation of basic and diluted earnings (loss) per share for the Company's common stock:

<i>(In thousands, except per share amounts)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Numerator:				
Net income (loss)	\$ (13,924)	\$ (23,528)	\$ (58,130)	\$ 15,533
Denominator:				
Basic weighted average common shares outstanding	118,146	116,412	117,210	115,935
Effect of dilutive securities:				
Stock options	—	—	—	9,829
Restricted stock units	—	—	—	937
ESPP	—	—	—	16
Diluted weighted average common shares outstanding	118,146	116,412	117,210	126,717
Earnings (loss) per share:				
Basic	\$ (0.12)	\$ (0.20)	\$ (0.50)	\$ 0.13
Diluted	\$ (0.12)	\$ (0.20)	\$ (0.50)	\$ 0.12

Potential common shares that are considered anti-dilutive are excluded from the computation of diluted earnings per share. Potential common shares related to stock-based awards issued under stock-based compensation programs and shares issuable pursuant to the employee stock purchase plan may be determined to be anti-dilutive based on the application of the treasury stock method. Potential common shares are also considered anti-dilutive in periods when the Company incurs a net loss. Earn-Out Shares are contingent upon the price of the Company's common stock over a specified period of time and the target stock prices have not been achieved as of the end of the reporting period.

The number of potential shares outstanding that were anti-dilutive, and were excluded from the computation of diluted earnings per share, weighted for the portion of the period they were outstanding, were as follows:

<i>(In thousands)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Stock options	10,670	26,279	16,708	16,095
Restricted stock units	15,866	5,307	13,621	—
ESPP	183	81	328	—
Earn-out shares	12,500	12,500	12,500	12,500
Total anti-dilutive shares	39,219	44,167	43,157	28,595

10. Related-Party Transactions

For the three and nine months ended September 30, 2023, the Company had revenue of \$0 and \$0.8 million, respectively, from Pharmaceutical Product Development, LLC ("PPD"), a wholly-owned subsidiary of Thermo Fisher Scientific, Inc. and a shareholder who beneficially owns 5% or more of the Company's common stock. For the three and nine months ended September 30, 2022, the Company had revenue of \$1.1 million and \$5.4 million, respectively, from PPD. In addition, as of September 30, 2023 and December 31, 2022, the Company had receivables of \$0.2 million and \$0.7 million, respectively, from PPD.

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

11. Commitments and Contingencies

Legal Proceedings

The Company is subject to proceedings incidental to its business. The Company records accruals for claims, suits, investigations, and proceedings when it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. The Company reviews these contingencies regularly and records or adjusts accruals related to such matters to reflect the impact and status of any settlements, rulings, advice of counsel or other information pertinent to a particular matter. Gain contingencies are not recognized. Legal costs associated with contingencies are expensed as incurred. Since these matters are inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events.

Commitments and Contingencies

As of September 30, 2023, the Company had no material contingent losses recorded.

Please refer to Note 4 “Leases” for information regarding lease commitments and Note 12 “Earn-Out Shares” for information regarding the contingent obligation related to the Earn-Out Shares.

12. Earn-Out Shares

In accordance with the 2021 Merger, former holders of shares of Legacy Science 37 preferred and common stock and former holders of options to purchase shares of Legacy Science 37 common stock are entitled to receive their respective pro rata shares of up to 12,500,000 additional shares of the Company’s common stock (the “Earn-Out Shares”) if certain triggering events are met within three years from the date of the Merger (the “Triggering Events”). For more information on the Merger transaction, please refer to Note 1 “Company Background and Basis of Presentation” and Note 3 “Business Combination” to the audited consolidated financial statements included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed on March 6, 2023.

As of December 31, 2022, the stockholders and option holders were estimated to receive approximately 11,131,713 and 1,368,287 Earn-Out Shares, respectively, based on the fully diluted capitalization table of Legacy Science 37. The fair value of the Earn-Out Shares was approximately \$0.02 (Trigger 1) and approximately \$0.01 (Trigger 2) per share as of December 31, 2022.

As of September 30, 2023, the stockholders and option holders were estimated to receive approximately 11,518,891 and 981,109 Earn-Out Shares, respectively. The fair value of the Earn-Out Shares was approximately \$0.01 (Trigger 1) and approximately \$0.00 (Trigger 2) per share as of September 30, 2023.

Through the third quarter of 2022, the estimated fair value of the Earn-Out Shares was determined using a Monte Carlo simulation valuation model using a distribution of potential outcomes on a monthly basis over the Earn-Out Period using the most reliable information available. This valuation method falls into Level 3 fair value hierarchy for inputs used in measuring fair value and is based on inputs that are unobservable and significant to the overall fair value measurement. Unobservable inputs are inputs that reflect the Company’s judgment concerning the assumptions that market participants would use in pricing the asset or liability developed based on the best information available under the circumstances. To the extent that the valuation is based on models or inputs that are unobservable in the market, the determination of fair value requires management to exercise a high degree of judgment. Change in significant unobservable inputs could result in a higher or lower fair value measurement of the liability associated with the Earn-Out Shares. Based on the first year Monte Carlo simulation valuation model results, the change in the Company’s stock price and the relative immaterial nature of the earn-out liability, the fair value of the Earn-Out Shares for both the nine months ended September 30, 2023 and the three months ended December 31, 2022 was determined using a valuation methodology that the Company believes approximates the fair value of the Earn-Out Shares.

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

Former Science 37 Shareholders

The Company has determined that the contingent obligation to issue Earn-Out Shares to former Science 37 shareholders is not indexed to the Company's stock under ASC Topic 815-40, Derivatives and Hedging - Contracts in Entity's Own Equity, and therefore equity treatment is precluded. The Triggering Event that determines the issuance of the Earn-Out Shares includes terms that are not solely indexed to the common stock of the Company and, as such, liability classification is required. For the nine months ended September 30, 2023, there was a decrease in the fair value of the earn-out liability of \$0.1 million, which was recorded as a gain in "Change in fair value of earn-out liability" within the condensed consolidated statements of operations. In accordance with the Merger, Earn-Out Shares attributable to former Science 37 option holders who discontinue providing service before the occurrence of the Triggering Event are reallocated to the remaining eligible former stockholders and former option holders.

The earn-out liability is recorded on the balance sheet as a non-current liability because potential payment of the liability will be settled in the Company's common shares. The following table presents a reconciliation of changes in the carrying amount of the contingent earn-out liability classified as Level 3 fair value hierarchy using significant unobservable inputs for the nine months ended September 30, 2023:

<i>(In thousands)</i>	Earn-Out Liability	
Balance at December 31, 2022	\$	170
Change in fair value related to option holder forfeitures		2
Change in fair value related to share valuation inputs		(112)
Total change in fair value recognized in earnings	\$	(110)
Balance at September 30, 2023	\$	60

Former Science 37 Option Holders

The contingent obligation to issue Earn-Out Shares to former Science 37 option holders falls within the scope of ASC 718, Compensation - Stock Compensation, because the option holders are required to continue providing service until the occurrence of the Triggering Event(s). For the three and nine months ended September 30, 2023, the Company recorded approximately \$0 and \$0.4 million, respectively, in stock-based compensation expense related to the Earn-Out Shares. As the derived service period is complete, no unrecognized compensation expense was remaining at September 30, 2023.

13. Stock-Based Compensation

The Company has two equity-based compensation plans, the Science 37 Holdings, Inc. 2021 Incentive Award Plan ("2021 Plan") and the 2022 Employment Inducement Incentive Award Plan ("2022 Plan", and together with the 2021 Plan, the "Plans"). From the 2021 Plan, stock-based compensation awards can be granted to employees, consultants, and non-executive directors. From the 2022 Plan, inducement stock-based awards can be granted to newly hired employees in accordance with Nasdaq Listing Rules. The 2021 Plan allows for the grant of awards in the form of: (i) incentive stock options; (ii) non-qualified stock options; (iii) stock appreciation rights; (iv) restricted stock; (v) restricted stock units ("RSUs"); (vi) dividend equivalents; and (vii) other stock and cash based awards. The 2022 Plan allows for the grant of awards in the form of: (i) non-qualified stock options; (ii) stock appreciation rights; (iii) restricted stock; (iv) RSUs; (v) dividend equivalents; and (vi) other stock and cash-based awards. The Compensation Committee of the Board is responsible for the administration of both Plans. In addition, the Company has an Employee Stock Purchase Plan (the "ESPP").

The terms of stock-based instruments granted are determined at the time of grant and are typically subject to such conditions as continued employment and the passage of time. The Company has granted 1) stock options, which typically vest at 25% per year and become exercisable after one year of service after the date of issuance, with equal and successive vesting for the next 36 months, as long as the employee provides service to the Company, as defined and 2) RSUs, which are contingent upon continued service and vest over time in annual or bi-annual installments over the vesting period, which is typically 1 to 3 years. In addition, employees, consultants, and directors owning stock options immediately prior to the 2021 Merger were granted the right to receive a number of Earn-Out Shares as described in Note 12 "Earn-Out Shares".

Science 37 Holdings, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements (unaudited)

The ESPP is a shareholder-approved plan under which substantially all employees may voluntarily enroll to purchase the Company's common stock through payroll deductions at a price equal to 85% of the lower of the fair market value of the stock as of the beginning or end of the six-month offering periods. Employees may not purchase more than 5,000 shares annually under the plan.

The following table summarizes stock option awards outstanding as of September 30, 2023, as well as activity during the nine months then ended:

<i>(In thousands, except per share amounts)</i>	Number of Options	Weighted Average Exercise Price
Outstanding at December 31, 2022	24,490	\$ 6.16
Granted	707	0.34
Exercised	(232)	0.29
Forfeited	(14,782)	9.17
Outstanding at September 30, 2023	10,183	\$ 1.52

The following table summarizes RSU awards outstanding as of September 30, 2023, as well as activity during the nine months then ended:

<i>(In thousands, except per share amounts)</i>	Number of RSUs	Weighted Average Grant Date Fair Value	Aggregate Fair Value
Outstanding at December 31, 2022	9,737	\$ 2.06	
Granted	9,294	0.27	
Vested	(2,832)	2.20	
Forfeited	(3,322)	1.12	
Outstanding at September 30, 2023	12,877	\$ 0.97	\$ 12,543

As of September 30, 2023, the total unrecognized compensation expense related to outstanding stock options and RSU awards was \$2.5 million and \$30.2 million, respectively, which the Company expects to recognize over a weighted-average period of 2.10 and 1.91 years, respectively.

On April 3, 2023, the Company filed a Schedule TO with the Securities and Exchange Commission in connection with an exchange offer to eligible employees (including named executive officers) and consultants of the Company to voluntarily exchange some or all of their outstanding stock options, whether vested or unvested, with an exercise price greater than or equal to \$9.06 per share for a lesser number of RSUs with standard three year service-based vesting requirements (the "Exchange Offer"). Specifically, one RSU was granted in exchange for two eligible options held by non-executive employees and consultants and two and one-half eligible options held by executive officers. The number of RSUs was rounded down to the nearest whole share on a grant-by-grant basis. The Exchange Offer closed on April 28, 2023. In the aggregate, 4,674,682 RSUs were issued to 142 executive and non-executive employees and consultants in exchange for 10,605,665 stock options that had a weighted average exercise price of \$10.22. The new RSUs granted in connection with the Exchange Offer are governed by the 2021 Plan.

The Exchange Offer resulted in Type I (probable to probable) modifications and will result in incremental stock-based compensation expense of \$1.0 million. This incremental expense was measured as the excess of the fair value of each new RSU as of the date of the exchange (grant date) over the fair value of the stock options surrendered in exchange for the RSUs, measured immediately prior to their cancellation. The original option awards had remaining vesting periods ranging from 2.1 to 2.8 years at the exchange date. For Type I modifications that increase an employee's requisite service period, companies have the option of attributing the remaining unrecognized compensation expense of the original award and the incremental compensation expense resulting from the modification either 1) separately over their individual vesting periods or 2) ratably over the new award's vesting period. The Company will expense ratably over the new award's vesting period.

As of September 30, 2023, there were 430,360 shares issued and 5,805,942 shares reserved for future issuance under the ESPP. As of September 30, 2023, the total unrecognized compensation expense related to the ESPP was de minimis, which the Company expects to recognize over a period of 0.41 years.

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Notes to Condensed Consolidated Financial Statements (unaudited)

The total amount of stock-based compensation expense recognized in the unaudited condensed consolidated statements of operations for the three and nine months ended September 30, 2023 and 2022 was as follows:

Statement of operations classification <i>(In thousands)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Cost of revenue (stock options, RSUs and ESPP)	\$ 159	\$ 505	\$ 540	\$ 1,481
Selling, general and administrative (stock options, RSUs and ESPP)	3,419	3,710	11,341	12,669
Selling, general and administrative (Earn-Out Shares)	—	1,524	405	5,275
Total stock-based compensation expense	<u>\$ 3,578</u>	<u>\$ 5,739</u>	<u>\$ 12,286</u>	<u>\$ 19,425</u>

Stock-based compensation expense recognized in the statements of operations may differ from the impact of stock-based compensation to additional paid-in capital due to stock-based compensation capitalized as part of software development activities.

14. Income Taxes

The Company has incurred net operating losses since inception and is forecasting additional losses through December 31, 2023. No U.S. Federal or material state income taxes are expected for 2023 and foreign income taxes are expected to be immaterial; as such, the provision for income taxes recorded as of September 30, 2023 was immaterial. Due to the Company's history of losses since inception, there is not enough evidence at this time to support the conclusion that the Company will generate future income of a sufficient amount and nature to utilize the benefits of the Company's net deferred tax assets. Accordingly, as of September 30, 2023 and December 31, 2022, the Company provided a full valuation allowance against its net deferred tax assets since, as of that time, the Company could not assert that it was more likely than not that these deferred tax assets would be realized.

15. Subsequent Events

On October 27, 2023, the Company filed a proxy statement informing stockholders of record as of October 19, 2023 of a special meeting of stockholders to be held on November 29, 2023 to consider and act upon approval of an amendment to the Company's Second Amended and Restated Certificate of Incorporation to effect, at the discretion of the Company's Board of Directors, a reverse stock split of the outstanding shares of the Company's common stock at a ratio not less than 1-for-5 and not greater than 1-for-30, with the exact ratio to be set within that range at the discretion of the Company's Board of Directors without further approval or authorization of the Company's stockholders.

The Company's Board of Directors are proposing the reverse stock split to regain compliance and reduce risk of future non-compliance with the minimum bid price requirement of Nasdaq Listing Rule 5450(a)(1) of \$1.00 per common share and to minimize risk of future delisting on the Nasdaq Capital Market, among other reasons. Approval of the proposal by the stockholders would give the Company's Board of Directors authority to implement the reverse stock split at any time, or not at all, at the Board of Directors' sole discretion that such action is in the best interests of the Company. If the Company regains compliance with the minimum bid price through other means, such as organic strengthening of the Company's stock, the reverse stock split may not be consummated.

Effective November 1, 2023, the Company's Board of Directors approved an amendment to the Company's 2022 Employment Inducement Incentive Award Plan (as amended, the "Inducement Plan") solely to increase the number of shares of the Company's common stock available for issuance pursuant to equity awards granted under the Inducement Plan by [10,000,000] shares, to an aggregate of [11,000,000] shares, subject to the adjustment provisions of the Inducement Plan. The Inducement Plan Amendment was adopted without stockholder approval pursuant to the applicable Nasdaq Listing Rules. The Inducement Plan allows for the grant of awards in the form of: (i) non-qualified stock options; (ii) stock appreciation rights; (iii) restricted stock; (iv) RSUs; (v) dividend equivalents; and (vi) other stock and cash-based awards. From the Inducement Plan, inducement stock-based awards can be granted to newly hired employees in accordance with Nasdaq Listing Rules.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis provides information that management believes is relevant to an assessment and understanding of our results of operations and financial condition. The following discussion should be read in conjunction with the Company’s condensed consolidated financial statements and notes thereto included elsewhere in this Quarterly Report on Form 10-Q and the Company’s audited consolidated financial statements and notes thereto included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2022. This discussion contains forward-looking statements which involve risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements for many reasons, including the risks described in the “Risk Factors” section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 and other documents filed by us from time to time with the Securities and Exchange Commission (“SEC”). Unless the context otherwise requires, references in this “Management’s Discussion and Analysis of Financial Condition and Results of Operations” to “we,” “us,” “our,” “Science 37,” and “the Company” are intended to mean the business and operations of Science 37 Holdings, Inc.

Overview of Our Business and Services

Science 37 is a leader in patient-centric clinical trials and in supporting novel approaches to decentralized clinical trial designs. Science 37 pioneered the concept of patient-centric clinical trials with a very simple premise: that clinical trials should begin with the patient.

Through its patient-centric approach, Science 37 reduces the impact of the geographic barriers associated with conventional physical clinical trial sites, enabling recruitment of virtually any patient. Science 37 believes that centering the clinical trial around the patient with personalized support addresses current industry needs around patient recruitment, retention, representation, and engagement. To expand clinical trial access, Science 37 offers a unique model to existing non-research focused healthcare networks to seamlessly participate without the traditional site infrastructure costs.

Science 37’s patient-centric model is powered by a proprietary end-to-end unified technology platform and its team of employees with significant therapeutic and subject matter expertise. As the backbone of Science 37’s offering, the proprietary unified technology platform standardizes and orchestrates the process for clinical trials across Science 37’s specialized network of patient communities, telemedicine investigators, flexible mobile nurse networks, remote coordinators, and robust network of technology integrations. The Company operates under one reporting segment.

Recent Developments

On October 27, 2023, we filed a proxy statement for a special meeting of stockholders scheduled for November 29, 2023 seeking stockholder approval of an amendment to our Second Amended and Restated Certificate of Incorporation to effect, at the discretion of our Board of Directors, a reverse stock split of our outstanding shares of common stock at a ratio not less than 1-for-5 and not greater than 1-for-30, with the exact ratio to be set within that range at the discretion of our Board of Directors without further approval or authorization of our stockholders. Our Board of Directors are proposing the reverse stock split to regain compliance and reduce risk of future non-compliance with the minimum bid price requirement of Nasdaq Listing Rule 5450(a)(1) of \$1.00 per common share and to minimize risk of future delisting on the Nasdaq Capital Market, among other reasons. Should our stockholders fail to approve the reverse stock split, it is substantially likely that our common stock would be delisted from Nasdaq.

Key Factors Affecting Our Performance

We derive our revenue primarily from contractual arrangements to enable and enhance clinical trials through technology and services as well as licensing our unified technology platform to a variety of life science institutions. Thus, the following factors have been important to our business and we expect them to impact our business, results of operations and financial condition in future periods:

Core business growth and expansion of technology capabilities

Our sustained growth will require continued adoption and utilization of our products and service offerings by new and existing customers. Our revenue growth rate and long-term profitability are affected by our ability to expand our customer base through market penetration and drive broader adoption of our unified technology platform. Our financial performance will depend on our ability to attract, retain and sell additional solutions to our customers under favorable contractual terms.

Expansion into adjacent markets

Maintaining our growth will require additional expansion of our offerings across key verticals, including Contract Research Organization (“CRO”) partnerships, electronic clinical outcome assessment capabilities, real-world evidence, clinical care, and diversity in clinical research. Our financial performance will depend on our ability to continue to execute our expansion across these key verticals under favorable contractual terms.

Continued investment in growth

We plan to continue investing in our business, including our unified technology platform, so we can capitalize on our market opportunity and increase awareness of the value that can be realized with decentralized clinical trials through our Metasite offerings. We also expect to continue to make focused investments in marketing to drive brand awareness, increase the number of opportunities and further penetrate the market. Although we expect these activities to negatively impact our results in the near term, we believe that these investments will contribute to our long-term growth and positively impact our business and results of operations.

Key Performance Measures

We review certain key performance measures, as discussed below, to evaluate our business and results, measure performance, identify trends, formulate plans and make strategic decisions. We believe that the presentation of such metrics is useful to the Company’s investors because they are used to measure and model the performance of companies such as ours.

Backlog and Net Bookings

Our backlog represents anticipated revenue for work not yet completed or performed (i) under signed contracts, letters of intent and, in some cases, bookings that are supported by other forms of written communication and (ii) where there is sufficient or reasonable certainty about the customer’s ability and intent to fund and commence the services within six months. Backlog and backlog conversion (defined as quarterly revenue for the period divided by opening backlog for that period) vary from period to period depending upon new authorizations, contract modifications, cancellations and the amount of revenue recognized under existing contracts.

We continually evaluate our backlog to determine if any previously awarded work is no longer expected to be performed. If we determine that previously awarded work is no longer probable of performance and the mutual financial closeout activities are materially complete, we will remove the value from our backlog based on the risk of cancellation. We recognize revenue from these bookings as services are performed, provided the Company has received proper authorization from the customer. We exclude revenue that has been recognized and reported in the statement of operations from backlog.

Although an increase in backlog will generally result in an increase in future revenue to be recognized over time (depending on future contract modifications, contract cancellations and other adjustments), an increase in backlog at a particular point in time does not necessarily correspond to an increase in revenue during a particular period. The timing and extent to which backlog will result in revenue depends on many factors, including the timing of commencement of work, the rate at which services are performed, scope changes, cancellations, delays, receipt of regulatory approvals and the nature, duration, size, complexity, and phase of the studies. The Company’s contracts generally have terms ranging from several months to several years. In addition, delayed projects may remain in backlog until they are canceled. As a result of these and other factors, our backlog might not be a reliable indicator of future revenue and we might not realize all or any part of the revenue from the authorizations in backlog as of any point in time.

Net bookings represent new business awards, net of contract modifications, contract cancellations, and other adjustments. Net bookings represent the minimum contractual value for the initial planned duration of a contract as of the contract execution date. The minimum fixed fees, upfront implementation fees and technology and support fees are included in net bookings. Estimates of variable revenue for utilization in excess of the contracted amounts are not included in the value of net bookings. Net bookings vary from period to period depending on numerous factors, including customer authorization volume, sales performance and the overall outlook of the life sciences industry, among others.

Our backlog as of September 30, 2023 and 2022 was as follows:

<i>(In thousands)</i>	2023	2022	Change	
Backlog	\$ 163,061	\$ 170,357	\$ (7,296)	(4.3)%

Our net bookings for the three months ended September 30, 2023 and 2022 were as follows:

<i>(In thousands)</i>	2023	2022	Change
Net bookings	\$ 9,202	\$ 4,708	\$ 4,494 95.5 %

Our backlog as of September 30, 2023 and net bookings for the three months ended September 30, 2023 were negatively impacted by changes in scope, during the period, of ongoing projects totaling \$8.7 million.

Components of Results of Operations

Revenue

The Company derives its revenue primarily from two sources: (i) contractual arrangements to enable and enhance clinical trials through technology and services, and (ii) licensing of its unified technology platform to a variety of life science institutions.

Total revenue is comprised of revenue from the provision of the Company's decentralized services, including enhanced services from the use of the Company's hosted unified technology platform. Revenue also includes reimbursable and out of pocket expenses provided for in the Company's contracts with its customers.

See "Critical Accounting Policies and Estimates — Revenue Recognition," below for a discussion of our revenue recognition policy.

Cost of Revenue

Cost of revenue includes the direct costs to conduct the Company's trials remotely and make available the Company's technology solutions. Cost of revenue consists primarily of compensation, benefits, and other employee-related costs, including expenses for stock-based compensation, contract labor, trial advertising and marketing, investigator payments, and reimbursable out-of-pocket expenses directly related to delivering on the Company's contracts. Cost of revenue excludes depreciation and amortization. Cost of revenue is driven primarily by the number of clinical trials in which the Company is contracted, and it typically increases or decreases with changes in revenue but may fluctuate from period to period as a percentage of revenue due to project labor utilization and experience level mix of personnel assigned to projects, the type of services, changes to the timing of work performed and project inefficiencies, among other factors.

Selling, General and Administrative Expenses

Selling, general and administrative expenses include costs related to sales, marketing, and administrative functions (including human resources, legal, finance, information technology, privacy and training, and general management) such as compensation expense and benefits, including stock-based compensation, travel, professional services, facilities, recruiting and relocation, training, and sales commissions.

Impairment of Long-lived Assets

Impairment of long-lived assets represents charges to net income for the difference between net carrying value and fair value when the net carrying amount exceeds the estimated fair value of the Company's property, equipment and capitalized software development. The Company completes impairment assessments whenever events or changes in circumstances indicate that the carrying amount of a long-lived asset may not be recoverable, or at least annually.

Depreciation and Amortization

Depreciation and amortization represent the costs charged for the Company's property, equipment and capitalized software development. The Company records depreciation and amortization on property and equipment using the straight-line method, based on the estimated useful lives of the respective assets. The Company depreciates leasehold improvements over the shorter of the lease term or the estimated useful lives of the improvements. The Company amortizes software development costs over five years. We will continue to invest additional resources in our unified technology platform, to expand its capabilities and ensure that customers are realizing the full benefit of our offerings. The level and timing of investment in these areas could affect our depreciation and amortization expense in the future.

Restructuring Costs

Restructuring costs consist of employee severance and benefits. The Company commenced a cost reduction program in the fourth quarter of 2022 to materially change the Company's management structure and to better align resources with our then-current business needs and going forward financial objectives, which included one-time termination benefits for 81 employees. In addition, the Company carried out an additional phase of the cost reduction program on April 11, 2023 in a continued effort to align the organization relative to core business needs and going forward financial objectives, which included one-time termination benefits for approximately 140 employees.

Other Income (Expense), net

Other income (expense), net, consists of interest income, sublease income, the change in the fair value of the earn-out liability, and other income (expense).

Results of Operations**Comparison of the three and nine months ended September 30, 2023 and 2022**

The following table sets forth our unaudited condensed consolidated statements of operations data for the three and nine months ended September 30, 2023 and 2022:

<i>(In thousands)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Revenue	\$ 14,887	\$ 16,249	\$ 44,324	\$ 54,210
Cost of revenue and operating expenses:				
Cost of revenue (exclusive of depreciation and amortization)	8,972	12,157	30,048	41,985
Selling, general and administrative	14,740	24,485	51,813	82,822
Impairment of long-lived assets	5,533	—	19,013	—
Depreciation and amortization	164	4,870	520	12,569
Restructuring costs	22	—	3,624	—
Total operating expenses	29,431	41,512	105,018	137,376
Loss from operations	(14,544)	(25,263)	(60,694)	(83,166)
Total other income (expense), net	621	1,735	2,565	98,698
Income (loss) before income taxes	(13,923)	(23,528)	(58,129)	15,532
Income tax expense (benefit)	1	—	1	(1)
Net income (loss)	\$ (13,924)	\$ (23,528)	\$ (58,130)	\$ 15,533

Revenue

Revenue for the three months ended September 30, 2023 and 2022 was as follows:

<i>(In thousands)</i>	2023	2022	Change	
Revenue	\$ 14,887	\$ 16,249	\$ (1,362)	(8.4)%

Revenue for the nine months ended September 30, 2023 and 2022 was as follows:

<i>(In thousands)</i>	2023	2022	Change	
Revenue	\$ 44,324	\$ 54,210	\$ (9,886)	(18.2)%

For the three months ended September 30, 2023, our revenue decreased by \$1.4 million, or 8.4%, to \$14.9 million, as compared to \$16.2 million for the same period in 2022. For the nine months ended September 30, 2023, our revenue decreased by \$9.9 million, or 18.2%, to \$44.3 million, as compared to \$54.2 million for the same period in 2022. The decrease in revenues was primarily driven by reduced opening backlog coverage related to prior year net booking declines, as well as changes in revenue contributions derived from study specific life-cycles.

Cost of Revenue

Cost of revenue for the three months ended September 30, 2023 and 2022 was as follows:

<i>(In thousands)</i>	2023	2022	Change
Cost of revenue (exclusive of depreciation and amortization)	\$ 8,972	\$ 12,157	\$ (3,185)
% of revenue	60.3 %	74.8 %	(26.2)%

Cost of revenue for the nine months ended September 30, 2023 and 2022 was as follows:

<i>(In thousands)</i>	2023	2022	Change
Cost of revenue (exclusive of depreciation and amortization)	\$ 30,048	\$ 41,985	\$ (11,937)
% of revenue	67.8 %	77.4 %	(28.4)%

For the three months ended September 30, 2023, cost of revenue decreased by \$3.2 million, or 26.2%, to \$9.0 million, as compared to \$12.2 million for the same period in 2022. For the nine months ended September 30, 2023, cost of revenue decreased by \$11.9 million, or 28.4%, to \$30.0 million, as compared to \$42.0 million for the same period in 2022. The decreases were primarily in salaries and wages and third-party contractor costs resulting from the Company's cost reduction program.

Selling, General and Administrative Expenses

Selling, general and administrative expenses for the three months ended September 30, 2023 and 2022 were as follows:

<i>(In thousands)</i>	2023	2022	Change
Selling, general and administrative	\$ 14,740	\$ 24,485	\$ (9,745)
% of revenue	99.0 %	150.7 %	(39.8)%

Selling, general and administrative expenses for the nine months ended September 30, 2023 and 2022 were as follows:

<i>(In thousands)</i>	2023	2022	Change
Selling, general and administrative	\$ 51,813	\$ 82,822	\$ (31,009)
% of revenue	116.9 %	152.8 %	(37.4)%

Selling, general and administrative expenses decreased by \$9.7 million, or 39.8%, to \$14.7 million for the three months ended September 30, 2023 as compared to \$24.5 million for the same period in 2022. Selling, general and administrative expenses decreased by \$31.0 million, or 37.4%, to \$51.8 million for the nine months ended September 30, 2023 as compared to \$82.8 million for the same period in 2022. The primary decreases were in salaries and wages, professional fees and consulting related to the Company's cost reduction program.

Impairment of Long-Lived Assets

Impairment of long-lived assets was \$5.5 million and \$19.0 million, respectively, for the three and nine months ended September 30, 2023 as compared to no impairment recognized for the comparable periods in 2022. The increase was due to the full impairment of the Company's long-lived assets for the three and nine months ended September 30, 2023, partly offset by a \$0.3 million gain on termination of one of the Company's leases which was transferred to the sublessee occupying the space. The long-lived asset impairment was due to the carrying value of the asset group being greater than the fair value. The Company considered the market capitalization valuation as of September 30, 2023, which was adversely impacted by declines in the Company's stock price during 2022 and 2023, in determining the fair value of the asset group. The market capitalization was trading below cash and cash equivalents and stockholders' equity at September 30, 2023, which required the Company to recognize the long-lived asset impairment. The Company remains confident in the utility of the long-lived assets. We may have additional impairment in future periods if our market capitalization continues to trade below cash and cash equivalents and stockholders' equity.

Depreciation and Amortization

Depreciation and amortization expense for the three months ended September 30, 2023 and 2022 was as follows:

<i>(In thousands)</i>	2023		2022		Change		
Depreciation and amortization	\$	164	\$	4,870	\$	(4,706)	(96.6)%
% of revenue		1.1 %		30.0 %			

Depreciation and amortization expense for the nine months ended September 30, 2023 and 2022 was as follows:

<i>(In thousands)</i>	2023		2022		Change		
Depreciation and amortization	\$	520	\$	12,569	\$	(12,049)	(95.9)%
% of revenue		1.2 %		23.2 %			

Depreciation and amortization expense decreased by \$4.7 million, or 96.6%, to \$0.2 million for the three months ended September 30, 2023 as compared to \$4.9 million for the same period in 2022. Depreciation and amortization expense decreased by \$12.0 million, or 95.9%, to \$0.5 million for the nine months ended September 30, 2023 as compared to \$12.6 million for the same period in 2022. The decrease in depreciation and amortization expense during the three and nine months ended September 30, 2023 was due to the impairment of long-lived assets in the fourth quarter of 2022 and for the three and nine months ended September 30, 2023, partly offset by depreciation and amortization expense recognized on new assets purchased or capitalized during the three and nine months ended September 30, 2023.

Restructuring Costs

Restructuring costs for the three months ended September 30, 2023 and 2022 were as follows:

<i>(In thousands)</i>	2023		2022		Change		
Restructuring costs	\$	22	\$	—	\$	22	100.0 %
% of revenue		0.1 %		— %			

Restructuring costs for the nine months ended September 30, 2023 and 2022 were as follows:

<i>(In thousands)</i>	2023		2022		Change		
Restructuring costs	\$	3,624	\$	—	\$	3,624	100.0 %
% of revenue		8.2 %		— %			

Restructuring costs were nominal and \$3.6 million, respectively, for the three and nine months ended September 30, 2023, as compared to no restructuring costs recognized for both of the comparable periods in 2022. The increase in restructuring costs during the three and nine months ended September 30, 2023 was due to the April 2023 reduction in force related to the Company's cost reduction program.

Other Income (Expense)

The components of other income (expense), net for the three and nine months ended September 30, 2023 and 2022 were as follows:

<i>(In thousands)</i>	Three Months Ended September 30,		Nine Months Ended September 30,					
	2023	2022	2023	2022				
Interest income	\$	732	\$	559	\$	2,475	\$	748
Sublease income		(2)		240		64		719
Change in fair value of earn-out liability		—		1,200		110		97,600
Other income (expense), net		(109)		(264)		(84)		(369)
Total other income (expense), net	\$	621	\$	1,735	\$	2,565	\$	98,698

Other income (expense) for the three months ended September 30, 2023 was income of \$0.6 million compared to income of \$1.7 million for the three months ended September 30, 2022. Other income (expense) for the nine months ended September 30, 2023 was income of \$2.6 million compared to income of \$98.7 million for the nine months ended

September 30, 2022. These decreases were primarily due to the recognition of gains of \$1.2 million and \$97.6 million on change in fair value of the earn-out liability for the three and nine months ended September 30, 2022, respectively, compared to no gain and a gain of \$0.1 million for the three and nine months ended September 30, 2023, respectively. In addition, one of the Company's leases, and related subleases, expired during the fourth quarter of 2022 and the Company transferred another lease during the three months ended September 30, 2023 to the sublessee occupying the space. These decreases were partly offset by an increase in interest income for the three and nine months ended September 30, 2023 mainly due to movement of the majority of excess operating cash to a money market fund.

Liquidity and Capital Resources

Key measures of our liquidity were as follows:

<i>(In thousands)</i>	September 30, 2023	December 31, 2022
Balance sheet data:		
Cash and cash equivalents	\$ 56,407	\$ 108,091
Working capital	57,437	103,028

As of September 30, 2023, the Company had cash and cash equivalents of \$56.4 million. For the nine months ended September 30, 2023, the Company recorded a net loss of \$58.1 million, and used \$33.1 million, \$18.4 million, and \$0.2 million of net cash in operating, investing, and financing activities, respectively. Cash outflows from operating activities were attributable primarily to losses from operations incurred during the nine months ended September 30, 2023.

As of September 30, 2023, the Company's principal source of liquidity was cash and cash equivalents provided from the October 2021 merger with LifeSci Acquisition II Corp. (the "Merger") and related private placement financing. The Company believes that the current cash balances will be adequate to support its working capital needs, capital expenditures and other currently anticipated liquidity requirements for at least the next twelve months.

Our future capital requirements will depend on many factors, including investments in growth and technology. To meet these future capital requirements, we may enter into arrangements to acquire or invest in complementary businesses, services, technologies and other assets, which may require us to seek additional equity or debt financing. In the event that we require additional financing, we may not be able to raise such financing in a timely manner, on terms acceptable to us, or at all. If we are unable to obtain additional capital or generate cash flows necessary to expand our operations and invest in continued innovation of our unified technology platform, we may not be able to compete successfully, which would harm our business, results of operations, and financial condition.

Cash Flows

Our cash flows from operating, investing, and financing activities were as follows:

<i>(In thousands)</i>	Nine Months Ended September 30,		Change
	2023	2022	
Net cash used in operating activities	\$ (33,125)	\$ (60,377)	\$ 27,252
Net cash used in investing activities	(18,420)	(24,789)	6,369
Net cash (used in) provided by financing activities	(156)	672	(828)

Operating activities

Net cash used in operating activities for the nine months ended September 30, 2023 was \$33.1 million, consisting primarily of net loss of \$58.1 million and changes in working capital of \$7.2 million, partly offset by net adjustments for non-cash items of \$32.2 million. Changes in working capital were primarily due to decreases in accounts payable and accrued expenses related to the timing of invoicing and payment, including the payment of the 2022 annual employee bonus in March 2023, and an increase in net receivables due to the timing of invoicing and collections during the nine months ended September 30, 2023. Net adjustments for non-cash items consisted primarily of the loss on impairment of long-lived assets and stock-based compensation expense.

Net cash used in operating activities for the nine months ended September 30, 2022 was \$60.4 million, consisting primarily of net income of \$15.5 million, offset by changes in working capital of \$11.6 million and net adjustments for non-cash items of \$64.3 million. Changes in working capital were primarily due to decreases in accounts payable and accrued expenses, partly offset by a decrease in net receivables due to strong cash collections during the three months

ended September 30, 2022. In April 2022, U.S. exempt employees transitioned from a paid time off ("PTO") to a flexible time off ("FTO") policy with impacted employees receiving cash consideration of approximately \$3.2 million for earned and accrued PTO which, as of March 31, 2022, had not been used under the previous policy. The Company paid the 2021 annual employee bonuses in March 2022 and the PTO to FTO transitional payments in May 2022. Net adjustments for non-cash items consisted primarily of a \$97.6 million gain recorded from the change in fair value of the earn-out liability, partially offset by the stock-based compensation expense and depreciation and amortization.

Investing activities

Net cash used in investing activities for the nine months ended September 30, 2023 was \$18.4 million, consisting of \$17.6 million in payments related to capitalized software development costs and a \$0.8 million purchase of internal-use scheduling software which has since been integrated into the Company's unified technology platform.

Net cash used in investing activities for the nine months ended September 30, 2022 was \$24.8 million, consisting of \$24.6 million in payments related to capitalized software development costs and \$0.2 million in purchases of property and equipment.

The purchase of internal-use scheduling software during the nine months ended September 30, 2023 reflects the Company's continuous improvement objective in relation to our unified technology platform in addition to the Company's efficiency and overall cost-reduction objectives.

We expect to continue making investments for additions and enhancements to our unified technology platform and for purchases of property and equipment, as needed. The amount, timing and allocation of capital expenditures are largely discretionary and within management's control. Depending on market conditions, we may choose to defer a portion of our budgeted expenditures until later periods to achieve the desired balance between sources and uses of liquidity and prioritize capital projects that we believe have the highest expected returns and potential to generate cash flow.

Financing activities

Net cash used in financing activities was \$0.2 million for the nine months ended September 30, 2023 primarily related to tax withholding payments for share based compensation, partly offset by cash received from issuance of common stock. Net cash provided by financing activities for the nine months ended September 30, 2022 consisted of \$0.7 million net cash received from issuance of common stock.

Critical Accounting Policies and Estimates

Management's discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP"). The preparation of these financial statements requires us to make estimates and assumptions for the reported amounts of assets, liabilities, revenue, expenses, and related disclosures. Our estimates are based on our historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions and any such differences may be material.

While our significant accounting policies are more fully described in Note 2 "Summary of Significant Accounting Policies" of our audited consolidated financial statements included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, the following discussion addresses our most critical accounting policies, which are those that are most important to our financial condition and results of operations and require our most difficult, subjective, and complex judgments.

Revenue Recognition

The majority of our contracts are service contracts for clinical trial support that represent a single performance obligation. Science 37 provides a significant integration service resulting in a combined output, which is clinical trial data that meets the relevant regulatory standards and can be used by the customer to progress to the next phase of a clinical trial or solicit approval of a treatment by the applicable regulatory body. The performance obligation is satisfied over time as the output is captured in data and documentation that is available for the customer to consume over the course of the arrangement and furthers progress of the clinical trial. We recognize revenue over time using a cost-based input method since there is no single output measure that would fairly depict the transfer of control over the life of the performance obligation. Progress on the performance obligation is measured by the proportion of actual costs incurred to the total costs

expected to complete the contract. Costs included in the measure of progress include direct labor and third-party costs (such as payments to investigators and other pass-through expenses related to clinical activities). This cost-based method of revenue recognition requires us to make estimates of costs to complete projects on an ongoing basis. Significant judgment is required to evaluate assumptions related to these estimates as they are based on various assumptions to project future outcomes of events that often span several years. The effect of revisions to estimates related to the transaction price or costs to complete a project are recorded in the period in which the estimate is revised. Most contracts may be terminated upon 30 to 90 days' notice by the customer; however, in the event of termination, most contracts require payment for services rendered through the date of termination, as well as for subsequent services rendered to close out the contract.

Capitalized Software and the Recognition of Related Amortization to Expense

Science 37's unified technology platform organizes workflows, captures real-time evidence, and harmonizes data during clinical trial support or enhancement. As such, we capitalize software development costs related to the development of our unified technology platform in accordance with ASC Topic 350-40, Internal Use Software. Capitalized software is recorded at cost less accumulated amortization. Costs incurred during the development stage are capitalized and consist of payroll labor and benefits, to the extent of time spent directly on the development of software, stock-based compensation expense for direct employees, and external direct costs of materials and labor. Payroll and benefits are allocated based on the percentage of technical employees' time spent directly on the software which involves some level of estimation. Vacation, holidays, sick time, extended leave, training, and administrative meetings are considered and excluded from the percent capitalized. Training and maintenance costs are expensed as incurred. Amortization commences once the respective assets are placed into service. The amortization of these capitalized software costs for our unified technology platform is included in depreciation and amortization over an estimated life of five years. The determination of the useful life for capitalized software involves some level of judgment. Amortization expense can be affected by various factors, including new software releases, acquisitions or divestitures of software, and/or impairments.

In January 2023, the Company reassessed the useful life of its unified technology platform in relation to its revenue generating activities. Based on this review, the Company determined the actual useful life of its unified technology platform, in relation to revenue generating activities, was longer than the useful life used for amortization purposes in the Company's financial statements. As a result, the Company increased the useful life of its unified technology platform for amortization purposes from three to five years effective January 1, 2023. The effects of this change in accounting estimate over the previous estimated useful life for the nine months ended September 30, 2023 was zero because the Company's unified technology platform was fully impaired in both the fourth quarter of 2022 and for the nine months ended September 30, 2023, as discussed below.

The Company reviews capitalized software for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. When such events or changes in circumstances are present, the Company assesses the recoverability of long-lived assets by determining whether the carrying value of such assets will be recovered through undiscounted expected future cash flows. If the expected undiscounted future cash flow from the use of the capitalized software and its eventual disposition is less than the carrying value, an impairment loss is recognized and measured using the fair value of the related asset. Assets are reported at the lower of the carrying amount or the fair value less costs to sell. The net book value of the Company's unified technology platform totaling \$19.3 million and \$42.1 million was impaired during the nine months ended September 30, 2023 and the year ended December 31, 2022, respectively, due to the fair value of the asset group being lower than its carrying value under the long-lived asset impairment test as of September 30, 2023 and December 31, 2022, respectively. In the fourth quarter of 2022 through September 30, 2023, the Company's common stock price experienced significant decline, resulting in market value trading below cash and cash equivalents and stockholders' equity at September 30, 2023 and December 31, 2022, respectively. Notwithstanding these impairments, the Company continues to capitalize expenses for those activities that meet capitalization requirements in accordance with GAAP, followed by assessment for impairment as described above.

Stock-Based Compensation

We recognize the cost of stock-based awards granted to employees and directors based on the estimated grant-date fair value of the awards. Cost is recognized on a straight-line basis over the service period, which is generally the vesting period of the award. We reverse previously recognized costs for unvested awards in the period that forfeitures occur. We determine the fair value of stock options and shares issued under the employee stock purchase plan (ESPP) using the Black-Scholes option pricing model, which is impacted by the following assumptions:

- **Expected Term**—We use the simplified method when calculating the expected term due to insufficient historical exercise data.

- Expected Volatility—Given the limited market trading history of our common stock, volatility is based on a benchmark of comparable companies within the traditional CRO and health technology industries.
- Expected Dividend Yield—We have not paid any cash dividends on common stock and do not anticipate doing so in the foreseeable future.
- Risk-Free Interest Rate—The interest rates used are based on the implied yield available on U.S. Treasury zero-coupon issues with an equivalent remaining term equal to the expected life of the award.

Prior to the October 2021 Merger, due to the absence of an active market for Science 37 Inc.'s ("Legacy Science 37") common stock, the fair value of the common stock for purposes of determining the common stock price for stock option grants was determined by Legacy Science 37's Board of Directors. Legacy Science 37's Board of Directors set the exercise price of stock options at least equal to the fair value of its common stock on the date of grant. Legacy Science 37's Board of Directors exercised judgment while considering numerous objective and subjective factors in order to determine the fair market value on each date of grant in accordance with the guidance in the American Institute of Certified Public Accountants Technical Practice Aid entitled, Valuation of Privately-Held-Company Equity Securities Issued as Compensation, including the receipt of a valuation prepared by an independent third party with extensive experience valuing common stock of privately held companies.

Earn-Out Shares

As of the October 2021 Merger date, former holders of shares of Legacy Science 37 common stock (including shares received as a result of the conversion of Legacy Science 37 preferred stock) and former holders of options to purchase shares of Legacy Science 37 are entitled to receive their respective pro rata shares of up to 12,500,000 additional shares of the Company's common stock (the "Earn-Out Shares") if, during the period beginning on the Merger Transaction date and ending on October 6, 2024, the share price equal to the volume weighted average price of Science 37's common stock for a period of at least 20 days out of 30 consecutive trading days (each, a "Triggering Event"):

- is equal to or greater than \$15.00, a one-time aggregate issuance of 5,000,000 Earn-Out Shares will be made; and
- is equal to or greater than \$20.00, a one-time aggregate issuance of 7,500,000 Earn-Out Shares will be made.

In respect of former holders of Legacy Science 37 options, receipt of the Earn-Out Shares is subject to continued services to the Company or one of its subsidiaries at the time of the applicable Triggering Event. If there is a change of control of Science 37 within the three-year period following the closing of the October 2021 Merger that will result in the holders of Science 37 common stock receiving a per share price equal to or in excess of any Triggering Event threshold, then immediately prior to such change of control, any Triggering Event that has not previously occurred shall be deemed to have occurred and Science 37 shall issue the Earn-Out Shares to the former holders of shares of Legacy Science 37 common stock and former holders of Legacy Science 37 options in accordance with their respective pro rata shares. The estimated fair value of the Earn-Out Shares was determined using a Monte Carlo simulation valuation model using a distribution of potential outcomes over the earn-out period using the most reliable information available.

The Company determined that the contingent obligation to issue Earn-Out Shares to existing Legacy Science 37 shareholders is not indexed to the Company's stock under ASC Topic 815-40 and therefore equity treatment is precluded. The Triggering Event(s) that determine the issuance of the Earn-Out Shares include terms that are not solely indexed to our common stock, and as such liability classification is required. Equity-linked instruments classified as liabilities are recorded at their estimated fair value on the date of issuance and are revalued at each subsequent balance sheet date, with fair value changes recognized in other income (expense), net in the accompanying condensed consolidated statements of operations and comprehensive loss.

The Company determined that the contingent obligation to issue Earn-Out Shares to existing Legacy Science 37 option holders falls within the scope of ASC Topic 718, Share-based Compensation, because the option holders are required to continue providing service until the occurrence of the Triggering Event(s). The fair value of the option holder Earn-Out Shares is recorded as share-based compensation on a straight-line basis over the derived service period determined using the Monte Carlo simulation valuation model and recognized in selling, general and administrative expenses in the accompanying condensed consolidated statements of operations and comprehensive loss.

Emerging Growth Company Status

Section 102(b)(1) of the Jumpstart Our Business Startups Act ("JOBS Act") exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can choose not to

take advantage of the extended transition period and comply with the requirements that apply to non-emerging growth companies, and any such election to not take advantage of the extended transition period is irrevocable.

The Company is an “emerging growth company” as defined in Section 2(a) of the Securities Act and has elected to take advantage of the benefits of the extended transition period for new or revised financial accounting standards. The Company expects to remain an emerging growth company at least through the end of 2023 and expects to continue to take advantage of the benefits of the extended transition period, although it may decide to early adopt such new or revised accounting standards to the extent permitted by such standards. This may make it difficult or impossible to compare our financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen not to take advantage of the extended transition period exemptions because of the potential differences in accounting standards used.

Recent Accounting Pronouncements

For a discussion of recent accounting pronouncements, see Note 1 “Company Background and Basis of Presentation” to the condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Under SEC rules and regulations, because we are considered to be a “smaller reporting company”, we are not required to provide the information required by this item in this report.

Item 4. Controls and Procedures

Limitations on Effectiveness of Disclosure Controls and Procedures

In designing and evaluating our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act), management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of the disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on this evaluation, our chief executive officer and chief financial officer concluded that, as of September 30, 2023, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the fiscal quarter ended September 30, 2023, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II - Other Information

Item 1. Legal Proceedings

From time to time, we may become involved in legal proceedings arising in the ordinary course of our business. We are not presently a party to any legal proceedings that, if determined adversely to us, we believe would individually or in the aggregate have a material adverse effect on our business, results of operations, financial condition or cash flows. However, legal proceedings are inherently uncertain. As a result, the outcome of a particular matter or a combination of matters may be material to our results of operations for a particular period, depending upon the size of the loss or our income for that particular period.

Item 1A. Risk Factors

The Company's risk factors are described in Part I, Item 1A, "Risk Factors" of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022. These factors could materially, adversely affect our business, financial condition, liquidity, results of operations and capital position, and could cause our actual results to differ materially from our historical results or the results contemplated by any forward-looking statements contained in this Quarterly Report on Form 10-Q. There have been no material changes to the Company's risk factors since the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022 as filed with the SEC on March 6, 2023.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

Sales of Unregistered Equity Securities

None.

Purchases of Equity Securities

The Company did not repurchase shares of its common stock during the three months ended September 30, 2023.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

The Company was notified by The Nasdaq Stock Market LLC ("Nasdaq") on December 27, 2022, that the closing bid price for the Company's common stock was not in compliance with the minimum bid price requirement of Nasdaq Listing Rule 5450(a)(1) (the "Rule") for continued listing. At that time, Nasdaq gave the Company 180 calendar days to regain compliance. On June 27, 2023, Nasdaq notified the Company that it had approved the Company's application to transfer its listing from Nasdaq's Global Market tier to the Capital Market tier. This transfer was effective at the opening of business on Friday, June 30, 2023. Nasdaq also approved an additional 180 calendar day compliance period to regain compliance with the minimum bid price requirement. The Company has until December 26, 2023 to demonstrate compliance with the minimum bid price requirement for continued listing. The Company will regain compliance with the Rule if at any time before December 26, 2023 the bid price for the Company's common stock closes at or above \$1.00 per share for a minimum of 10 consecutive business days. The Company has given written assurance to Nasdaq that it will, if necessary, implement available options to regain compliance with the minimum bid price requirement under the Rule, including a reverse stock split, as discussed in Note 15 "Subsequent Events".

Item 6. Exhibits

The following exhibits are filed as part of, or incorporated by reference into, this Quarterly Report on Form 10-Q.

Exhibit Number	Description of Exhibit	Incorporated by Reference (Unless Otherwise Indicated)		
		Form	Exhibit	Filing Date
2.1#	The Agreement and Plan of Merger dated as of May 6 2021, by and among LifeSci Acquisition II Corp., LifeSci Acquisition II Merger Sub, Inc. and Science 37, Inc.	8-K	2.1	May 7, 2021
3.1	Second Amended and Restated Certificate of Incorporation.	S-1	3.1	November 5, 2021
3.2	Amended and Restated Bylaws of Science 37 Holdings, Inc.	8-K	3.2	October 13, 2021
10.1+	Form of Restricted Stock Unit Agreement under the 2021 Incentive Award Plan		10.1	*
10.2+	Amended and Restated 2022 Employment Inducement Incentive Award Plan		10.2	*
31.1	Certification of Principal Executive Officer Pursuant to Securities Exchange Act Rules 13a-14(a) or 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			*
31.2	Certification of Principal Financial Officer Pursuant to Securities Exchange Act Rules 13a-14(a) or 15(d)-14(a), as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			*
32.1	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			**
32.2	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			**
99.1+	Policy for the Recovery of Erroneously Awarded Compensation			*
101	The following unaudited financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023 are formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations and Comprehensive Income (Loss), (iii) Condensed Consolidated Statements of Stockholders' Equity, (iv) Condensed Consolidated Statements of Cash Flows, and (v) the Notes to Condensed Consolidated Financial Statements.			*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).			*

* Filed herewith.

** Furnished herewith.

Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Company agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

+ Indicates management contract or compensatory plan or arrangement.

Signatures

Pursuant to the requirements of Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SCIENCE 37 HOLDINGS, INC.

Date: November 7, 2023

/s/ David Coman

Name: David Coman
Title: Chief Executive Officer
(Principal Executive Officer)

Date: November 7, 2023

/s/ Mike Zaranek

Name: Mike Zaranek
Title: Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

**SCIENCE 37 HOLDINGS, INC.
2021 INCENTIVE AWARD PLAN**

RESTRICTED STOCK UNIT GRANT NOTICE

Science 37 Holdings, Inc., a Delaware corporation (the “**Company**”), has granted to the participant listed below (“**Participant**”) the Restricted Stock Units (the “**RSUs**”) described in this Restricted Stock Unit Grant Notice (this “**Grant Notice**”), subject to the terms and conditions of the Science 37 Holdings, Inc. 2021 Incentive Award Plan (as amended from time to time, the “**Plan**”) and the Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the “**Agreement**”), both of which are incorporated into this Grant Notice by reference. Capitalized terms not specifically defined in this Grant Notice or the Agreement have the meanings given to them in the Plan.

Participant:

Grant Date: _____, 2023

Number of RSUs:

Vesting Schedule: One-third of the RSUs (subject to such rounding conventions as maintained by the Company from time to time) shall vest on each of the first, second and third anniversaries of the Grant Date, subject to and conditioned upon the Participant’s continuous employment or other service with the Company or a Subsidiary from the Grant Date through each such vesting date.

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

SCIENCE 37 HOLDINGS, INC. PARTICIPANT

By: _____
Name: _____ [Participant name]
Title: _____

[Signature Page to Restricted Stock Unit Grant Notice]

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I. GENERAL

1.1 Award of RSUs(a). The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the “**Grant Date**”). Each RSU represents the right to receive one Share, as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the RSUs have vested.

1.2 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control, unless it is expressly specified in this Agreement or the Grant Notice that the specific provision of the Plan will not apply. For clarity, the foregoing sentence shall not limit the applicability of any additive language contained in this Agreement which provides supplemental or additional terms not inconsistent with the Plan.

1.3 Unsecured Promise. The RSUs will at all times prior to settlement represent an unsecured Company obligation payable only from the Company’s general assets.

ARTICLE II. VESTING; FORFEITURE AND SETTLEMENT

2.1 Vesting; Forfeiture. The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. Except as otherwise set forth in the Grant Notice, the Plan or this Agreement, and unless the Administrator otherwise determines, in the event of Participant’s Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited (after taking into consideration any accelerated vesting which may occur in connection with such Termination of Service, if any), as of Participant’s Termination of Service plus the remaining minimum period of statutory notice (if any) required by the applicable employment standards or labour standards legislation in the province in which the Participant works, without regard to any additional period of notice or reasonable notice that the Company or affiliate, as the case may be, may be required by contract or at law (except the applicable provincial employment standards or labour standards legislation) to provide to Participant in connection with such termination. The Participant shall not receive any other entitlements contemplated in the Plan in respect of their Termination of Service (including in the event of constructive or wrongful dismissal), whether by contract, common law or otherwise that is beyond the minimum statutory notice period in the applicable employment standards or labour standards legislation in the province in which Participant works.

2.2 Settlement.

(a) RSUs that vest will be paid in Shares as soon as administratively practicable after the vesting of the applicable RSU, but in no event later than sixty (60) days following the date on which the applicable RSU vests.

(b) Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law or an applicable provision of the Plan until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); *provided* the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A.

**ARTICLE III.
TAXATION AND TAX WITHHOLDING**

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of the RSUs and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Tax Withholding.

(a) Subject to Section 3.2(b), payment of the applicable withholding tax obligations with respect to the RSUs may be by any of the following, or a combination thereof, as determined by the Company in its sole discretion:

- (i) Cash, wire transfer of immediately available funds or check;
- (ii) By delivery of Shares, including Shares delivered by attestation, then-owned by Participant valued at their Fair Market Value on the date of delivery;
- (iii) By the Company's withholding of Shares otherwise issuable in respect of the RSUs in satisfaction of any applicable withholding tax obligations, valued at their Fair Market Value on the applicable date;
- (iv) With the consent of the Administrator, by delivery of a promissory note or other property that the Administrator determines is good and valuable consideration; or
- (v) By any combination of (i) - (iv) above.

(b) Unless the Company otherwise determines, payment of the withholding tax obligations with respect to the RSUs shall be by the Company's withholding of Shares otherwise issuable in respect of the RSUs in satisfaction of any applicable withholding tax obligations, valued at their Fair Market Value on the applicable date.

(c) The number of Shares which may be so withheld or surrendered pursuant to Section 3.2(a) or (b) above shall be limited to the number of Shares which have a fair market value on the date of withholding no greater than the aggregate amount of such liabilities based on

the minimum individual statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income, in accordance with Section 9.5 of the Plan.

(d) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company or any Subsidiary or affiliate takes with respect to any tax withholding obligations that arise in connection with the RSUs. Neither the Company nor any Subsidiary or affiliate makes any representation or undertaking regarding the treatment of any tax withholding in connection with the grant, vesting or payment of the RSUs or the subsequent sale of Shares. The Company and its Subsidiaries and affiliates do not commit and are under no obligation to structure the RSUs to reduce or eliminate Participant's tax liability.

ARTICLE IV. OTHER PROVISIONS

4.1 Adjustments. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Clawback. The RSUs and the Shares issuable hereunder shall be subject to any clawback or recoupment policy in effect on the Grant Date or as may be adopted or maintained by the Company following the Grant Date, including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder.

4.3 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Chief Legal Officer at the Company's principal office or the Chief Legal Officer's then-current email address or facsimile number. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the Designated Beneficiary) at Participant's last known mailing address, email address or facsimile number in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service, when delivered by a nationally recognized express shipping company or upon receipt of a facsimile transmission confirmation.

4.4 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.5 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.6 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.7 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the RSUs will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.8 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

4.9 Severability. If any portion of the Grant Notice or this Agreement or any action taken under the Grant Notice or this Agreement, in any case is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Grant Notice and/or this Agreement (as applicable), and the Grant Notice and/or this Agreement (as applicable) will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

4.10 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms of this Agreement.

4.11 Not a Contract of Employment or Service. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or its Subsidiary or affiliate or interferes with or restricts in any way the rights of the Company and its Subsidiaries and affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary or affiliate and Participant.

4.12 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.13 Governing Law. The Grant Notice and this Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware.

4.14. Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all appendices, documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette Convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.

* * * * *

SCIENCE 37 HOLDINGS, INC.

AMENDED AND RESTATED 2022 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

**ARTICLE I.
PURPOSE**

The Plan was established effective as of November 9, 2022, the date of its original approval by the Board, and was amended and restated as of November 1, 2023. The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who are expected to make important contributions to the Company by providing these individuals with equity ownership opportunities and/or equity-linked compensatory opportunities. Capitalized terms used in the Plan are defined in Article XI.

**ARTICLE II.
ELIGIBILITY**

Eligible Individuals are eligible to be granted Awards under the Plan, subject to the limitations described herein.

**ARTICLE III.
ADMINISTRATION AND DELEGATION**

1.1 Administration. The Plan is administered by the Committee, which Committee will be constituted to satisfy Applicable Laws. The Board may abolish the Committee or re-vest in itself any previously delegated authority at any time; provided, however, that any action taken by the Board in connection with the administration of the Plan shall not be deemed approved by the Board unless such actions are approved by a majority of the Independent Directors. Awards under the Plan will be approved by (a) the Committee, which shall be comprised entirely of Independent Directors, or (b) a majority of the Company's Independent Directors.

1.2 Powers of the Administrator. The Administrator has authority to determine which Eligible Individuals receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable, including, but not limited to, the adoption of procedures from time to time intended to ensure that an individual is an Eligible Individual prior to the granting of any Awards to such individual under the Plan (including, without limitation, a requirement, if any, that such individual certify to the Company prior to the receipt of an Award under the Plan that he or she has not previously been employed by the Company or any Subsidiary, or if previously employed, has had a bona fide period of non-employment, and that the grant of Awards under the Plan is an inducement material to his or her agreement to enter into employment with the Company or any Subsidiary). The Administrator may correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award Agreement as it deems necessary or appropriate to administer the Plan and any Awards. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.

**ARTICLE IV.
STOCK AVAILABLE FOR AWARDS**

1.1 Number of Shares. Subject to adjustment under Article VIII and the terms of this Article IV, the maximum number of Shares that may be issued pursuant to Awards under the Plan shall be

equal to the Overall Share Limit. Shares issued under the Plan may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares.

1.2 Share Recycling. If all or any part of an Award expires, lapses or is terminated, exchanged for or settled in cash, surrendered, repurchased, canceled without having been fully exercised/settled or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award, the unused Shares covered by the Award will, as applicable, become or again be available for Award grants under the Plan. In addition, Shares delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award and/or to satisfy any applicable tax withholding obligation with respect to an Award (including Shares retained by the Company from the Award being exercised or purchased and/or creating the tax obligation) will, as applicable, become or again be available for Award grants under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards shall not count against the Overall Share Limit. Notwithstanding anything to the contrary contained herein, the following Shares shall not be added to the Shares authorized for grant under Section 4.1 and shall not be available for future grants of Awards: (a) Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof; and (b) Shares purchased on the open market with the cash proceeds from the exercise of Options.

ARTICLE V. STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

1.1 General. The Administrator may grant Options or Stock Appreciation Rights to Eligible Individuals subject to the limitations in the Plan. The Administrator will determine the number of Shares covered by each Option and Stock Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Stock Appreciation Right. A Stock Appreciation Right will entitle the Participant (or other person entitled to exercise the Stock Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose, and payable in cash, Shares valued at Fair Market Value or a combination of the two as the Administrator may determine or provide in the Award Agreement.

1.2 Exercise Price. The Administrator will establish each Option's and Stock Appreciation Right's exercise price and specify the exercise price in the Award Agreement. The exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Stock Appreciation Right.

1.3 Duration. Each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Stock Appreciation Right will not exceed ten years. Notwithstanding the foregoing and unless determined otherwise by the Company, in the event that on the last business day of the term of an Option or Stock Appreciation Right (i) the exercise of the Option or Stock Appreciation Right is prohibited by Applicable Law, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading policy (including blackout periods) or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the term of the Option or Stock Appreciation Right shall be automatically extended until the date that is 30 days after the end of the legal prohibition, black-out period or lock-up agreement, as determined by the Company; provided, however, in no event shall the extension last beyond the ten year term (or any shorter maximum, if applicable) of the applicable Option or Stock Appreciation Right.

1.4 Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company (or its Agent) a written notice of exercise, in a form the Administrator approves (which may be electronic and provided through the online platform maintained by an Agent), signed by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, payment in full (i) as specified in Section 5.5 for the number of Shares for which the Award is exercised and (ii) as

specified in Section 9.5 for any applicable taxes. Unless the Administrator otherwise determines, an Option or Stock Appreciation Right may not be exercised for a fraction of a Share.

1.5 Payment Upon Exercise. Subject to any Company insider trading policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by online payment through the Agent's electronic platform or by wire transfer of immediately available funds to the Agent (or, in each case, if the Company has no Agent accepting payment, by wire transfer of immediately available funds to the Company) or, solely with the consent of the Administrator, by:

(a) cash, wire transfer of immediately available funds or check payable to the order of the Company, provided that the Administrator may limit the use of one of the foregoing payment forms if one or more of the payment forms below is permitted;

(b) if there is a public market for Shares at the time of exercise, unless the Administrator otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Administrator) of an irrevocable and unconditional undertaking by a broker acceptable to the Administrator to deliver promptly to the Company sufficient funds to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Administrator to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator;

(c) delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value;

(d) surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date;

(e) delivery of a promissory note or any other property that the Administrator determines is good and valuable consideration; or

(f) any combination of the above payment forms approved by the Administrator.

ARTICLE VI. RESTRICTED STOCK; RESTRICTED STOCK UNITS

1.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Eligible Individual, subject to the Company's right to repurchase all or part of such Shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such Shares) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant Restricted Stock Units to any Eligible Individual, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement. The Administrator will determine and set forth in the Award Agreement the terms and conditions for each Restricted Stock and Restricted Stock Unit Award, subject to the conditions and limitations contained in the Plan.

1.2 Restricted Stock.

(a) Dividends. Participants holding Shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such Shares, unless the Administrator provides otherwise in the Award Agreement. In addition, unless the Administrator provides otherwise, if any dividends or distributions are paid in Shares, or consist of a dividend or distribution to holders of Common Stock of property other than an ordinary cash dividend, the Shares or other property will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid. Notwithstanding anything to the contrary herein, with respect to any award of Restricted Stock, dividends which are paid to holders of Common Stock prior to vesting shall only be paid out to the Participant holding such Restricted Stock to the extent that the vesting conditions are subsequently

satisfied. All such dividend payments will be made no later than March 15 of the calendar year following the calendar year in which the right to the dividend payment becomes nonforfeitable.

(b) Stock Certificates. The Company may require that the Participant deposit in escrow with the Company (or its designee) any stock certificates issued in respect of Shares of Restricted Stock, together with a stock power endorsed in blank.

1.3 Restricted Stock Units.

(a) Settlement. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A.

(b) Stockholder Rights. A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until the Shares are delivered in settlement of the Restricted Stock Unit.

ARTICLE VII. OTHER STOCK OR CASH BASED AWARDS; DIVIDEND EQUIVALENTS

7.1 Other Stock or Cash Based Awards. Other Stock or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future and including annual or other periodic or long-term cash bonus awards (whether based on specified Performance Criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Other Stock or Cash Based Awards may be paid in Shares, cash or other property, or any combination of the foregoing, as the Administrator determines. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Stock or Cash Based Award, including any purchase price, performance goal(s) (which may be based on the Performance Criteria), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement.

7.2 Dividend Equivalents. A grant of Restricted Stock Units or Other Stock or Cash Based Award may provide a Participant with the right to receive Dividend Equivalents, and no dividends or Dividend Equivalents shall be payable with respect to Options or Stock Appreciation Rights. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Award with respect to which the Dividend Equivalents are paid and subject to other terms and conditions as set forth in the Award Agreement. Notwithstanding anything to the contrary herein, Dividend Equivalents with respect to an Award shall only be paid out to the Participant to the extent that the vesting conditions applicable to the underlying Award are satisfied. All such Dividend Equivalent payments will be made no later than March 15 of the calendar year following calendar year in which the right to the Dividend Equivalent payment becomes nonforfeitable in accordance with the foregoing, unless otherwise determined by the Administrator.

ARTICLE VIII. ADJUSTMENTS FOR CHANGES IN COMMON STOCK AND CERTAIN OTHER EVENTS

1.1 Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article VIII, the Administrator will equitably adjust each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include adjusting the number and type of securities subject to each outstanding Award and/or the Award's exercise price or grant price (if applicable), granting new Awards to Participants, and/or making a cash payment to Participants. The adjustments provided under this Section 8.1 will be nondiscretionary and final and

binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

1.2 Corporate Transactions. In the event of any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Laws or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change), is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Laws or accounting principles:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment;

(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all Shares covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding Awards and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article IV on the maximum number and kind of shares which may be issued) and/or in the terms and conditions of (including the grant or exercise price or applicable performance goals), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; and/or

(f) To provide that, to the extent that (i) the Award (or portion thereof) is unvested and/or (ii) the amount that could have been obtained upon the exercise or settlement of the Award (or portion thereof) or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award (or applicable portion thereof) will terminate and cannot vest, be exercised or become payable after the applicable event.

1.3 Effect of Non-Assumption in a Change in Control. Notwithstanding the provisions of Section 8.2, if a Change in Control occurs and a Participant's Award is not continued, converted, assumed, or replaced with a substantially similar award by (a) the Company, or (b) a successor entity or its parent or subsidiary (an "**Assumption**"), and provided that the Participant has not had a Termination of Service, then, immediately prior to the Change in Control, such Award shall become fully vested,

exercisable and/or payable, as applicable, and all forfeiture, repurchase and other restrictions on such Award shall lapse, in which case, such Award shall be canceled upon the consummation of the Change in Control in exchange for the right to receive the Change in Control consideration payable to other holders of Common Stock (i) which may be on such terms and conditions as apply generally to holders of Common Stock under the Change in Control documents (including, without limitation, any escrow, earn-out or other deferred consideration provisions) or such other terms and conditions as the Administrator may provide, and (ii) determined by reference to the number of Shares subject to such Award and net of any applicable exercise price; provided that to the extent that any Award constitutes “nonqualified deferred compensation” that may not be paid upon the Change in Control under Section 409A (to the extent applicable to such Award) without the imposition of taxes thereon under Section 409A, the timing of such payments shall be governed by the applicable Award Agreement (subject to any deferred consideration provisions applicable under the Change in Control documents); and provided, further, that if the amount to which the Participant would be entitled upon the settlement or exercise of such Award at the time of the Change in Control is equal to or less than zero, then such Award may be terminated without payment. The Administrator shall determine whether an Assumption of an Award has occurred in connection with a Change in Control.

1.4 Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the share price of Common Stock, including any Equity Restructuring or any securities offering or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to 60 days before or after such transaction.

1.5 General. Except as expressly provided in the Plan or the Administrator’s action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 8.1 or the Administrator’s action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award’s grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company’s right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company’s capital structure or its business, (ii) any merger, consolidation dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Article VIII.

ARTICLE IX. GENERAL PROVISIONS APPLICABLE TO AWARDS

1.1 Transferability. Except as the Administrator may determine or provide in an Award Agreement or otherwise, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except for certain beneficiary designations, by will or the laws of descent and distribution, or, subject to the Administrator’s consent, pursuant to a domestic relations order, and, during the life of the Participant, will be exercisable only by the Participant. Any permitted transfer of an Award hereunder shall be without consideration, except as required by Applicable Law. References to a Participant, to the extent relevant in the context, will include references to a Participant’s authorized transferee that the Administrator specifically approves.

1.2 Documentation. Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. The Award Agreement will contain the terms and conditions applicable to an Award. Each Award may contain terms and conditions in addition to those set forth in the Plan.

1.3 Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

1.4 Termination of Status. The Administrator will determine how a Participant's Disability, death, retirement or authorized leave of absence or any other change or purported change in a Participant's Service Provider status affects an Award (including whether and when a Termination of Service has occurred) and the extent to which, and the period during which the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable.

1.5 Withholding. Each Participant must pay the Company, or make provision satisfactory to the Administrator for payment of, any taxes required by Applicable Law to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company or one of its Subsidiaries may deduct an amount sufficient to satisfy such tax obligations based on the applicable statutory withholding rates (or such other rate as may be determined by the Administrator after considering any accounting consequences or costs) from any payment of any kind otherwise due to a Participant. Subject to any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations through the Agent's electronic platform or by wire transfer of immediately available funds to the Agent (or, in each case, if the Company has no Agent accepting payment, by wire transfer of immediately available funds to the Company) or, solely with the consent of the Administrator, by (i) cash, wire transfer of immediately available funds or check made payable to the order of the Company, provided that the Administrator may limit the use of the foregoing payment forms in its discretion, (ii) to the extent permitted by the Administrator, delivery of Shares (in whole or in part), including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery, (iii) if there is a public market for Shares at the time the tax obligations are satisfied, unless the Administrator otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Administrator) of an irrevocable and unconditional undertaking by a broker acceptable to the Administrator to deliver promptly to the Company sufficient funds to satisfy the tax obligations, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Administrator to deliver promptly to the Company cash or a check sufficient to satisfy the tax withholding; provided that such amount is paid to the Company at such time as may be required by the Administrator, or (iv) to the extent permitted by the Administrator, any combination of the foregoing payment forms approved by the Administrator. Notwithstanding any other provision of the Plan, the number of Shares which may be so delivered or retained pursuant to clause (ii) of the immediately preceding sentence shall be limited to the number of Shares which have a Fair Market Value on the date of delivery or retention no greater than the aggregate amount of such liabilities based on the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America), and for clarity, may be less than such maximum individual statutory tax rate if so determined by the Administrator. If any tax withholding obligation will be satisfied under clause (ii) above by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

1.6 Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type and changing the exercise or settlement date. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Article VIII or pursuant to Section 10.6. Notwithstanding the foregoing or anything in the Plan to the contrary, the Administrator may, without the approval of the stockholders of the Company, (i) reduce the exercise price per share of outstanding Options or Stock Appreciation Rights or (ii) cancel outstanding Options or Stock

Appreciation Rights in exchange for cash, other Awards or Options or Stock Appreciation Rights with an exercise price per share that is less than the exercise price per share of the original Options or Stock Appreciation Rights.

1.7 Conditions on Delivery of Stock. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy any Applicable Laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

1.8 Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

1.9 Cash Settlement. Without limiting the generality of any other provision of the Plan, the Administrator may provide, in an Award Agreement or subsequent to the grant of an Award, in its discretion, that any Award may be settled in cash, Shares or a combination thereof.

1.10 Broker-Assisted Sales. In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including amounts to be paid under the final sentence of Section 9.5: (i) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (ii) such Shares may be sold as part of a block trade with other Participants in the Plan in which all participants receive an average price; (iii) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company and its Subsidiaries harmless from any losses, costs, damages, or expenses relating to any such sale; (iv) to the extent the Company, its Subsidiaries or their designee receives proceeds of such sale that exceed the amount owed, the Company or its Subsidiary will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (v) the Company, its Subsidiaries and their designees are under no obligation to arrange for such sale at any particular price; and (vi) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company, its Subsidiaries or their designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

ARTICLE X. MISCELLANEOUS

1.1 No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continued employment or any other relationship with the Company or any of its Subsidiaries. The Company and its Subsidiaries expressly reserve the right at any time to dismiss or otherwise terminate their respective relationships with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement or in the Plan.

1.2 No Rights as Stockholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a stockholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on stock certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

1.3 Effective Date and Term of Plan. The Plan will become effective on the date on which it is adopted by the Board and will remain in effect until terminated by the Administrator (the “**Effective Date**”).

1.4 Amendment of Plan. The Administrator may amend, suspend or terminate the Plan at any time; provided that no amendment, other than (a) as permitted by the applicable Award Agreement, (b) as provided under Sections 10.6 and 10.15, or (c) an amendment to increase the Overall Share Limit, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant’s consent. No Awards may be granted under the Plan during any suspension period or after the Plan’s termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination. The Administrator will obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws.

1.5 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

1.6 Section 409A.

(a) General. To the extent that the Administrator determines that any Award granted under the Plan is subject to Section 409A, the Award Agreement evidencing such Award shall incorporate the terms and conditions required by Section 409A. To the extent applicable, the Plan and the Award Agreements shall be interpreted in accordance with Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant’s consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award’s grant date. The Company makes no representations or warranties as to an Award’s tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 10.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant “nonqualified deferred compensation” subject to taxes, penalties or interest under Section 409A. Notwithstanding any contrary provision of the Plan or any Award Agreement, any payment of “nonqualified deferred compensation” under the Plan that may be made in installments shall be treated as a right to receive a series of separate and distinct payments.

(b) Separation from Service. If an Award is subject to and constitutes “nonqualified deferred compensation” under Section 409A, any payment or settlement of such Award upon a termination of a Participant’s Service Provider relationship will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant’s “separation from service” (within the meaning of Section 409A), whether such “separation from service” occurs upon or after the termination of the Participant’s Service Provider relationship. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a “termination,” “termination of employment” or like terms means a “separation from service.”

(c) Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of “nonqualified deferred compensation” required to be made under an Award subject to Section 409A to a “specified employee” (as defined under Section 409A and as the Administrator determines) due to his or her “separation from service” will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such “separation from service” (or, if earlier, until the specified employee’s death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any

payments of “nonqualified deferred compensation” under such Award payable more than six months following the Participant’s “separation from service” will be paid at the time or times the payments are otherwise scheduled to be made.

1.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee or agent of the Company or any Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer, other employee or agent of the Company or any Subsidiary. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan’s administration or interpretation, against any cost or expense (including attorneys’ fees) or liability (including any sum paid in settlement of a claim with the Administrator’s approval) arising from any act or omission concerning this Plan unless arising from such person’s own fraud or bad faith.

1.8 Actions Required Upon Grant of Award. Following the issuance of any Award under the Plan, the Company shall, in accordance with the listing requirements of the applicable securities exchange, (a) promptly issue a press release disclosing the material terms of the grant, including the recipient(s) of the grant and the number of shares involved (and if the disclosure relates to an award to executive officers, or if the award was individually negotiated, then the disclosure must include the identity of the recipient), and (b) notify the applicable securities exchange of such grant no later than the earlier to occur of (i) five calendar days after entering into the agreement to issue the Award or (ii) the date of the public announcement of the Award.

1.9 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant’s participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant’s name, address and telephone number; birthdate; social security number, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the “**Data**”). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant’s participation in the Plan, and the Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. These recipients may be located in the Participant’s country, or elsewhere, and the Participant’s country may have different data privacy laws and protections than the recipients’ country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant’s participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant’s participation in the Plan. A Participant may, at any time, view the Data that the Company and its Subsidiaries hold regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 10.9 in writing, without cost, by contacting the local human resources representative. If the Participant refuses or withdraws the consents in this Section 10.9, the Company may cancel Participant’s ability to participate in the Plan and, in the Administrator’s discretion, the Participant may forfeit any outstanding Awards. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

1.10 Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

1.11 Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that the specific provision of the Plan will not apply. For clarity, the foregoing sentence shall not limit the applicability of any additive language contained in an Award Agreement or other written agreement which provides supplemental or additional terms not inconsistent with the Plan.

1.12 Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware.

1.13 Claw-back Provisions. All Awards (including, without limitation, any proceeds, gains or other economic benefit actually or constructively received by a Participant upon any receipt or exercise of any Award or upon the receipt or resale of any Shares underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with Applicable Laws (including the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder) as and to the extent set forth in such claw-back policy or the Award Agreement.

1.14 Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

1.15 Conformity to Securities Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Laws. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in conformance with Applicable Laws. To the extent Applicable Laws permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Laws.

1.16 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or any Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

1.17 Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except as expressly provided in writing in such other plan or an agreement thereunder.

1.18 Stockholder Approval Not Required. It is expressly intended that approval of the Company's stockholders not be required as a condition of the effectiveness of the Plan, and the Plan's provisions shall be interpreted in a manner consistent with such intent for all purposes. Specifically, Nasdaq Stock Market Rule 5635(c) generally requires stockholder approval for stock option plans or other equity compensation arrangements adopted by companies whose securities are listed on the Nasdaq Stock Market pursuant to which stock awards or stock may be acquired by officers, directors, employees or consultants of such companies. Nasdaq Stock Market Rule 5635(c)(4) provides an exemption in certain circumstances for "employment inducement" awards (within the meaning of Nasdaq Stock Market Rule 5635(c)(4)). Notwithstanding anything to the contrary herein, Awards under the Plan may only be made to employees who have not previously been an employee or director of the Company or a parent or Subsidiary, or following a bona fide period of non-employment by the Company or a parent or Subsidiary, in each case as an inducement material to the employee's entering into employment with the Company or a Subsidiary. Awards under the Plan will be approved by (y) the Committee, which shall be comprised solely of Independent Directors, or (z) a majority of the Company's Independent Directors. Accordingly, pursuant to Nasdaq Stock Market Rule 5635(c)(4), the issuance of Awards and the Shares issuable upon exercise or vesting of such Awards pursuant to the Plan are not subject to the approval of the Company's stockholders.

ARTICLE XI. DEFINITIONS

As used in the Plan, the following words and phrases will have the following meanings:

11.1 “**Administrator**” means the Committee, unless the Board has assumed the authority for administration of the Plan generally in accordance with Section 3.1 of the Plan.

11.2 “**Agent**” means the brokerage firm, bank or other financial institution, entity or person(s), if any, engaged, retained, appointed or authorized to act as the agent of the Company or a Participant with regard to the Plan.

11.3 “**Applicable Laws**” means the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where Awards are granted.

11.4 “**Award**” means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Dividend Equivalents, or Other Stock or Cash Based Awards.

11.5 “**Award Agreement**” means a written agreement evidencing an Award, which may be electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

11.6 “**Board**” means the Board of Directors of the Company.

11.7 “**Change in Control**” means and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (c) below) whereby any “person” or related “group” of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a “person” that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company’s securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in subsections (a) or (c)) whose election by the Board or nomination for election by the Company’s stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company’s assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company’s voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being

converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "**Successor Entity**") directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or portion of any Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in subsection (a), (b) or (c) with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

11.8 "**Code**" means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

11.9 "**Committee**" means the Compensation Committee of the Board comprised of two or more Directors, each of whom is intended to qualify as an Non-Employee Director and Independent Director.

11.10 "**Common Stock**" means the common stock of the Company.

11.11 "**Company**" means Science 37 Holdings, Inc., a Delaware corporation, or any successor.

11.12 "**Consultant**" means any consultant or advisor engaged by the Company or any of its Subsidiaries to render services to such entity that qualifies as a consultant or advisor under the applicable rules of Form S-8 Registration Statements.

11.13 "**Designated Beneficiary**" means the beneficiary or beneficiaries the Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant's rights if the Participant dies or becomes incapacitated. Without a Participant's effective designation, "Designated Beneficiary" will mean the Participant's estate.

11.14 "**Director**" means a Board member.

11.15 "**Disability**" means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

11.16 "**Dividend Equivalents**" means a right granted to a Participant under the Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

11.17 “**Eligible Individual**” means any prospective Employee who has not previously been an Employee or Director of the Company or any parent or Subsidiary, or who is commencing employment with the Company or any Subsidiary following a bona fide period of non-employment by the Company or any Subsidiary, if he or she is granted an Award in connection with his or her commencement of employment with the Company or any Subsidiary and such grant is an inducement material to his or her entering into employment with the Company or any Subsidiary (within the meaning of Nasdaq Stock Market Rule IM-5636-1 or any successor rule, if the Company’s securities are traded on the Nasdaq Stock Market, and/or the applicable requirements of any other established stock exchange on which the Company’s securities are traded, as applicable, as such rules and requirements may be amended from time to time).

11.18 “**Employee**” means any employee of the Company or its Subsidiaries.

11.19 “**Equity Restructuring**” means, as determined by the Administrator, a non-reciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off or recapitalization through a large, nonrecurring cash dividend, or other large, nonrecurring cash dividend, that affects the number or kind of Shares (or other securities of the Company) or the share price of Common Stock (or other securities of the Company) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

11.20 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

11.21 “**Fair Market Value**” means, as of any date, the value of a Share determined as follows: (a) if the Common Stock is listed on any established stock exchange, its Fair Market Value will be the closing sales price for such Common Stock as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; (b) if the Common Stock is not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; or (c) without an established market for the Common Stock, the Administrator will determine the Fair Market Value in its discretion.

11.22 “**Independent Director**” means a Director of the Company who is not an Employee and who qualifies as “independent” within the meaning of Nasdaq Stock Market Rule 5605(a)(2), or any successor rule, if the Company’s securities are traded on the Nasdaq Stock Market, and/or the applicable requirements of any other established stock exchange on which the Company’s securities are traded, as applicable, as such rules and requirements may be amended from time to time.

11.23 “**Non-Employee Director**” means a Director who qualifies as a “Non-Employee Director” as defined in Rule 16b-3(b)(3) of the Exchange Act, or any successor definition.

11.24 “**Non-Qualified Stock Option**” means an Option that does not qualify as and is not an “incentive stock option” as defined in Section 422 of the Code.

11.25 “**Option**” means an option to purchase Shares. All Options granted under the Plan will be Non-Qualified Stock Options.

11.26 “**Other Stock or Cash Based Awards**” means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property awarded to a Participant under Article VII.

11.27 “**Overall Share Limit**” means 11,000,000 Shares.

11.28 “**Participant**” means an Eligible Individual who has been granted an Award.

11.29 “**Performance Criteria**” means the criteria (and adjustments) that the Administrator may select for an Award to establish performance goals for a performance period, which may include (but is not limited to) the following: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization, and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including but not limited to gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; operating efficiency; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on stockholders’ equity; total stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human resources management; supervision of litigation and other legal matters; strategic partnerships, collaborations and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition, licensing or divestiture activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to the Company’s performance or the performance of a Subsidiary, division, business segment or business unit of the Company or a Subsidiary, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies. The Administrator may provide for exclusion of the impact of an event or occurrence which the Administrator determines should appropriately be excluded, including (a) restructurings, discontinued operations, extraordinary items, and other unusual, infrequently occurring or non-recurring charges or events, (b) asset write-downs, (c) litigation or claim judgments or settlements, (d) acquisitions or divestitures, (e) reorganization or change in the corporate structure or capital structure of the Company, (f) an event either not directly related to the operations of the Company, Subsidiary, division, business segment or business unit or not within the reasonable control of management, (g) foreign exchange gains and losses, (h) a change in the fiscal year of the Company, (i) the refinancing or repurchase of bank loans or debt securities, (j) unbudgeted capital expenditures, (k) the issuance or repurchase of equity securities and other changes in the number of outstanding Shares, (l) conversion of some or all convertible securities to Shares, (m) any business interruption event (n) the cumulative effects of tax or accounting changes in accordance with U.S. generally accepted accounting principles, or (o) the effect of changes in other laws or regulatory rules affecting reported results.

11.30 “**Plan**” means this 2022 Employment Inducement Incentive Award Plan.

11.31 “**Restricted Stock**” means Shares awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.32 “**Restricted Stock Unit**” means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.33 “**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act.

11.34 “**Section 409A**” means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

11.35 “**Securities Act**” means the Securities Act of 1933, as amended.

11.36 “**Service Provider**” means an Employee, Consultant or Director.

11.37 “**Shares**” means shares of Common Stock.

11.38 “**Stock Appreciation Right**” means a stock appreciation right granted under Article V.

11.39 “**Subsidiary**” means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

11.40 “**Termination of Service**” means the date the Participant ceases to be a Service Provider.

* * * * *

CERTIFICATION

I, David Coman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Science 37 Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2023

By: /s/ David Coman
Name: David Coman
Title: Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Mike Zaranek, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Science 37 Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 7, 2023

By: /s/ Mike Zaranek
Name: Mike Zaranek
Title: Chief Financial Officer
(Principal Financial Officer)

**Certification Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Science 37 Holdings, Inc. (the "Company") for the quarterly period ended September 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, the undersigned, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 7, 2023

By: /s/ David Coman
Name: David Coman
Title: Chief Executive Officer
(Principal Executive Officer)

**Certification Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Science 37 Holdings, Inc. (the "Company") for the quarterly period ended September 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, the undersigned, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 7, 2023

By: /s/ Mike Zaranek
Name: Mike Zaranek
Title: Chief Financial Officer
(Principal Financial Officer)

SCIENCE 37 HOLDINGS, INC.
POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

A. OVERVIEW

In accordance with the applicable rules of The Nasdaq Stock Market (the "**Nasdaq Rules**"), Section 10D of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and Rule 10D-1 promulgated thereunder ("**Rule 10D-1**"), the Board of Directors (the "**Board**") of Science 37 Holdings, Inc. (the "**Company**") has adopted this Policy (the "**Policy**") to provide for the recovery of erroneously awarded Incentive-based Compensation from Executive Officers. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in Section J, below.

B. RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

(1) In the event of an Accounting Restatement, the Company will reasonably promptly recover the Erroneously Awarded Compensation Received in accordance with Nasdaq Rules and Rule 10D-1 as follows:

(i) After an Accounting Restatement, the Compensation Committee (composed entirely of independent directors) (the "**Committee**") shall determine the amount of any Erroneously Awarded Compensation Received by each Executive Officer and shall promptly notify each Executive Officer with a written notice containing the amount of any Erroneously Awarded Compensation and a demand for repayment or return of such compensation, as applicable.

(a) For Incentive-based Compensation based on (or derived from) the Company's stock price or total shareholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the applicable Accounting Restatement:

- i. The amount to be repaid or returned shall be determined by the Committee based on a reasonable estimate of the effect of the Accounting Restatement on the Company's stock price or total shareholder return upon which the Incentive-based Compensation was Received; and
- ii. The Company shall maintain documentation of the determination of such reasonable estimate and provide the relevant documentation as required to the Nasdaq.

(ii) The Committee shall have discretion to determine the appropriate means of recovering Erroneously Awarded Compensation based on the particular facts and circumstances. Notwithstanding the foregoing, except as set forth in Section B(2) below, in no event may the Company accept an amount that is less than the amount of Erroneously Awarded Compensation in satisfaction of an Executive Officer's obligations hereunder.

(iii) To the extent that the Executive Officer has already reimbursed the Company for any Erroneously Awarded Compensation Received under any duplicative recovery obligations established by the Company or applicable law, it shall be appropriate for any such reimbursed amount to be credited to the amount of Erroneously Awarded Compensation that is subject to recovery under this Policy.

(iv) To the extent that an Executive Officer fails to repay all Erroneously Awarded Compensation to the Company when due, the Company shall take all actions reasonable and appropriate to recover such Erroneously Awarded Compensation from the applicable Executive Officer. The applicable Executive Officer shall be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering such Erroneously Awarded Compensation in accordance with the immediately preceding sentence.

(2) Notwithstanding anything herein to the contrary, the Company shall not be required to take the actions contemplated by Section B(1) above if the Committee (which, as specified above, is composed entirely of independent directors or in the absence of such a committee, a majority of the independent directors serving on the Board) determines that recovery would be impracticable and any of the following two conditions are met:

(i) The Committee has determined that the direct expenses paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before making this determination, the Company must make a reasonable attempt to recover the Erroneously Awarded Compensation, documented such attempt(s) and provided such documentation to the Nasdaq; or

(ii) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Section

401(a)(13) or Section 411(a) of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

C. DISCLOSURE REQUIREMENTS

The Company shall file all disclosures with respect to this Policy required by applicable U.S. Securities and Exchange Commission ("**SEC**") filings and rules.

D. PROHIBITION OF INDEMNIFICATION

The Company shall not be permitted to insure or indemnify any Executive Officer against (i) the loss of any Erroneously Awarded Compensation that is repaid, returned or recovered pursuant to the terms of this Policy, or (ii) any claims relating to the Company's enforcement of its rights under this Policy. Further, the Company shall not enter into any agreement that exempts any Incentive-based Compensation that is granted, paid or awarded to an Executive Officer from the application of this Policy or that waives the Company's right to recovery of any Erroneously Awarded Compensation, and this Policy shall supersede any such agreement (whether entered into before, on or after the Effective Date of this Policy).

By signing the Acknowledgement Form, each Executive Officer irrevocably agrees never to institute any claim against the Company or any affiliate, knowingly and voluntarily waives the Executive Officer's ability, if any, to bring any such claim, and releases the Company and any affiliate from any such claim, for indemnification with respect to any expenses (including attorneys' fees), judgments or amounts of compensation repaid or forfeited by the Executive Officer in connection with the application or enforcement of this Policy; and if, notwithstanding the foregoing, any such claim for indemnification is allowed by a court of competent jurisdiction, then the Executive Officer shall be deemed irrevocably to have agreed not to pursue such claim and hereby agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

E. ADMINISTRATION AND INTERPRETATION

This Policy shall be administered by the Committee, and any determinations made by the Committee shall be final and binding on all affected individuals.

The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy and for the Company's compliance with Nasdaq Rules, Section 10D, Rule 10D-1 and any other applicable law, regulation, rule or interpretation of the SEC or Nasdaq promulgated or issued in connection therewith.

F. AMENDMENT; TERMINATION

The Committee may amend this Policy from time to time in its discretion and shall amend this Policy as it deems necessary. Notwithstanding anything in this Section F to the contrary, no amendment or termination of this Policy shall be effective if such amendment or termination would (after taking into account any actions taken by the Company contemporaneously with such amendment or termination) cause the Company to violate any federal securities laws, SEC rule or Nasdaq rule.

G. OTHER RECOVERY RIGHTS

This Policy shall be binding and enforceable against all Executive Officers and, to the extent required by applicable law or guidance from the SEC or Nasdaq, their beneficiaries, heirs, executors, administrators or other legal representatives. The Committee intends that this Policy will be applied to the fullest extent required by applicable law. The Committee shall require each Executive Officer serving as such from time to time to sign and return to the Company Acknowledgement Form, pursuant to which the Executive Officer will affirmatively agree to be bound by, and to comply with, the terms and conditions of this Policy. Further, any employment agreement, equity award agreement, compensatory plan or any other agreement or arrangement with an Executive Officer shall be deemed to include, as a condition to the grant of any benefit thereunder, an agreement by the Executive Officer to abide by the terms of this Policy. Any right of recovery under this Policy is in addition to, and not in lieu of, any other remedies or rights of recovery that may be available to the Company under applicable law, regulation or rule or pursuant to the terms of any policy of the Company or any provision in any employment agreement, equity award agreement, compensatory plan, agreement or other arrangement.

H. GOVERNING LAW; EXCLUSIVE FORUM

To the extent not preempted by federal law, this Policy shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Delaware, without regard to conflicts of law principles. Notwithstanding any dispute resolution policy maintained by the Company or any subsidiary to the contrary, any action directly or indirectly arising out of or related to this Policy may be brought only in the Court of Chancery of the State of Delaware (the "Court of Chancery") or, to the extent the Court of Chancery does not have subject matter jurisdiction, the United States District Court for the

District of Delaware and the appellate courts having jurisdiction of appeals in such courts (the “Delaware Federal Court”) or, to the extent neither the Court of Chancery nor the Delaware Federal Court has subject matter jurisdiction, the Superior Court of the State of Delaware (the “Chosen Courts”). Solely with respect to any such action, the Company and each Executive Officer (a) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (b) waives any objection to laying venue in any such action in the Chosen Courts, (c) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto. Notwithstanding the existence of any other dispute between the Company and an Executive Officer, the governing law and choice of forum for any action directly or indirectly arising out of or related to this Policy shall be governed exclusively by the terms of this Policy, and to the extent necessary to comply with this Policy, any action directly or indirectly arising out of or related to this Policy shall be severed from any other dispute between the Company and an Executive Officer. For avoidance of doubt, no action directly or indirectly arising out of or related to this Policy may be brought in any forum other than the Chosen Courts.

I. SEVERABILITY

If any provision of this Policy is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

J. DEFINITIONS

For purposes of this Policy, the following capitalized terms shall have the meanings set forth below.

- (1) “**Accounting Restatement**” means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements (a “Big R” restatement), or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period (a “little r” restatement).
- (2) “**Acknowledgement Form**” means an Attestation and Acknowledgement of Policy for the Recovery of Erroneously Awarded Compensation in the form attached hereto as Exhibit A (or in such other form as may be prescribed by the Committee from time to time).
- (3) “**Clawback Eligible Incentive Compensation**” means all Incentive-based Compensation Received by an Executive Officer (i) on or after October 2, 2023, (ii) after beginning service as an Executive Officer, (iii) who served as an Executive Officer at any time during the applicable performance period relating to any Incentive-based Compensation (whether or not such Executive Officer is serving at the time the Erroneously Awarded Compensation is required to be repaid to the Company), (iv) while the Company has a class of securities listed on a national securities exchange or a national securities association, and (v) during the applicable Clawback Period (as defined below).
- (4) “**Clawback Period**” means, with respect to any Accounting Restatement, the three completed fiscal years of the Company immediately preceding the Restatement Date (as defined below), and if the Company changes its fiscal year, any transition period of less than nine months within or immediately following those three completed fiscal years.¹⁵
- (5) “**Erroneously Awarded Compensation**” means, with respect to each Executive Officer in connection with an Accounting Restatement, the amount of Clawback Eligible Incentive Compensation that exceeds the amount of Incentive-based Compensation that otherwise would have been Received had it been determined based on the restated amounts, computed without regard to any taxes paid.
- (6) “**Executive Officer**” means each individual who is currently or was previously designated as an “officer” of the Company as defined in Rule 16a-1(f) under the Exchange Act. For the avoidance of doubt, the identification of an executive officer for purposes of this Policy shall include each executive officer who is or was identified pursuant to Item 401(b) of Regulation S-K or Item 6.A of Form 20-F, as applicable, as well as the principal financial officer and principal accounting officer (or, if there is no principal accounting officer, the controller).
- (7) “**Financial Reporting Measures**” means measures that are determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and all other measures that are derived wholly or in part from such measures. Stock price and total shareholder return (and any measures that are derived wholly or in part from stock price or total shareholder return) shall, for purposes of this Policy, be considered Financial Reporting

Measures. For the avoidance of doubt, a Financial Reporting Measure need not be presented in the Company's financial statements or included in a filing with the SEC.

(8) "**Incentive-based Compensation**" means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure.

(9) **Nasdaq**" means The Nasdaq Stock Market.

(10) "**Received**" means, with respect to any Incentive-based Compensation, actual or deemed receipt, and Incentive-based Compensation shall be deemed received in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-based Compensation award is attained, even if the payment or grant of the Incentive-based Compensation to the Executive Officer occurs after the end of that period.

(11) "**Restatement Date**" means the earlier to occur of (i) the date the Board, a committee of the Board or the officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

Adopted by the Board on November 1, 2023.

Exhibit A

ATTESTATION AND ACKNOWLEDGEMENT OF POLICY FOR THE RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

By my signature below, I acknowledge and agree that:

- I have received and read the attached Policy for the Recovery of Erroneously Awarded Compensation (this "**Policy**").
- I hereby agree to abide by and comply with all of the terms of this Policy both during and after my employment with the Company, including, without limitation, by promptly repaying or returning any Erroneously Awarded Compensation to the Company as determined in accordance with this Policy.
- I also agree that my obligation to repay any Erroneously Awarded Compensation shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recovery or counterclaim I might otherwise have against the Company. In this regard, I voluntarily, irrevocably and unconditionally waive any objection to, or any claim for damages or loss related to, the Company pursuing any method of recovery of Erroneously Awarded Compensation that is deemed appropriate by the Committee in its sole discretion.
- I further acknowledge and agree that in no event shall any of the terms of the Policy, or any action taken the Company to enforce its rights under the Policy, be deemed to constitute "good reason" for purposes of determining any right I may otherwise have to receive any severance or other benefits under any Company plan, policy, agreement or arrangement in connection with the termination of my employment.
- My execution of this Acknowledgement Form is in consideration of, and is a condition to, my opportunity to participate in, and receive future awards under, any Incentive-based Compensation programs the Company may maintain from time to time; provided, however, that nothing in this Acknowledgement Form or the Policy shall be deemed to obligate the Company to make any specific Incentive-based Compensation awards in the future.

Signature:

Printed Name:

Date: