UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

SCIENCE 37 HOLDINGS, INC.
(Name of Issuer)

Common Stock, par value $0.0001 per share
(Title of Class of Securities)

808644108
(CUSIP Number)

Julia James
PPD, Inc.
929 North Front Street
Wilmington, North Carolina 28401
(910) 251-0081
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

With copies to:

William Brentani
Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, California 94304
(650) 251-5000

October 6, 2021
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act (however, see the Notes).

1.	Names of Reporting Persons. Pharmaceutical Product Development, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) WC	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 17,314,315
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 17,314,315
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 17,314,315	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 15.1%	
14.	Type of Reporting Person (See Instructions) OO	

1.	Names of Reporting Persons. Wildcat Acquisition Holdings (UK) Limited	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization United Kingdom	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 17,314,315
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 17,314,315
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 17,314,315	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 15.1%	
14.	Type of Reporting Person (See Instructions) CO	

1.	Names of Reporting Persons. Jaguar Holding Company II	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 17,314,315
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 17,314,315
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 17,314,315	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 15.1%	
14.	Type of Reporting Person (See Instructions) CO	

1.	Names of Reporting Persons. Jaguar Holding Company I, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 17,314,315
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 17,314,315
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 17,314,315	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 15.1%	
14.	Type of Reporting Person (See Instructions) OO	

1.	Names of Reporting Persons. Eagle Holding Company II, LLC	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 17,314,315
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 17,314,315
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 17,314,315	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 15.1%	
14.	Type of Reporting Person (See Instructions) OO	

1.	Names of Reporting Persons. PPD, Inc.	
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☐	
3.	SEC Use Only	
4.	Source of Funds (See Instructions) OO	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐	
6.	Citizenship or Place of Organization Delaware	
Number of shares beneficially owned by each reporting person with:	7.	Sole Voting Power 17,314,315
	8.	Shared Voting Power 0
	9.	Sole Dispositive Power 17,314,315
	10.	Shared Dispositive Power 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 17,314,315	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐	
13.	Percent of Class Represented by Amount in Row (11) 15.1%	
14.	Type of Reporting Person (See Instructions) CO	

Item 1. Security and Issuer

This Schedule 13D (this "Schedule 13D") relates to the common stock, par value $0.0001 per share ("Common Stock"), of Science 37 Holdings, Inc. (formerly known as LifeSci Acquisition II Corp.), a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 600 Corporate Pointe, Suite 320, Culver City, California 90230.

Item 2. Identity and Background

This Schedule 13D is filed jointly on behalf of PPD, Inc. ("PPD"), Eagle Holding Company II, LLC ("Eagle II"), Jaguar Holding Company I, LLC ("Jaguar I"), Jaguar Holding Company II ("Jaguar II"), Wildcat Acquisition Holdings (UK) Limited ("Wildcat") and Pharmaceutical Product Development, LLC ("Pharma LLC" and, collectively with PPD, Eagle II, Jaguar I, Jaguar II and Wildcat, the "Reporting Persons").

PPD is a Delaware corporation and is a leading provider of drug development services to the biopharmaceutical industry. PPD conducts its business operations through its direct and indirect subsidiaries, including Eagle II for which it serves as sole member. Eagle II is a Delaware limited liability company whose principal business is serving as the sole member of Jaguar I. Jaguar I is a Delaware limited liability company whose principal business is serving as the sole shareholder of Jaguar II. Jaguar II is a Delaware corporation whose principal business is serving as the sole shareholder of Wildcat. Wildcat is a corporation organized under the laws of the United Kingdom whose principal business is serving as the sole member of Pharma LLC. Pharma LLC is a Delaware limited liability company whose principal business is providing of drug development services to the biopharmaceutical industry and investing in securities of the Issuer. The principal office of Wildcat is 11 Granta Park, Cambridge CB21 6GQ, United Kingdom, and the principal office of each of the other Reporting Persons is 929 North Front Street, Wilmington, North Carolina 28401.

Information regarding each director and executive officer of PPD is set forth on Schedule I attached hereto, which is incorporated herein by reference in response to this Item 2.

To the best knowledge of the Reporting Persons, none of the entities or persons identified in the previous paragraphs of this Item 2 has, during the past five years, been convicted of any criminal proceeding (excluding traffic violations or similar misdemeanors), nor been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

The Reporting Persons have entered into an agreement of joint filing, a copy of which is attached hereto as Exhibit A.

Item 3. Source and Amount of Funds or Other Consideration

On October 6, 2021 (the "Closing Date"), in connection with the closing of the transactions contemplated by the Agreement and Plan of Merger, dated as of May 6, 2021 (the "Merger Agreement"), by and among LifeSci Acquisition II Corp. ("LSAQ"), LifeSci Acquisition II Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of LSAQ ("Merger Sub") and Science 37, Inc., a Delaware corporation ("Science 37"), among other things, Merger Sub merged with and into Science 37 (the "Business Combination") with Science 37 surviving the merger as a wholly-owned subsidiary of LSAQ. Following the Business Combination, LSAQ was renamed "Science 37 Holdings, Inc." In exchange for their ownership of preferred stock of Science 37 prior to the Business Combination, Pharma LLC received 16,814,315 shares of Common Stock of the Issuer in accordance with the terms of the Merger Agreement.

Immediately prior to the closing of the Business Combination, Pharma LLC also purchased 500,000 shares of Common Stock in a private placement at a purchase price of $10.00 per share (the "PIPE Investment"). Pharma LLC's payment of the purchase price in the PIPE Investment was funded through the working capital of Pharma LLC.

Item 4. Purpose of Transaction

The information set forth or incorporated by reference in Items 2, 3, 5 and 6 is hereby incorporated herein by reference thereto.

Pharma LLC acquired the shares of Common Stock beneficially owned by it pursuant to the Business Combination and for investment purposes. Although no Reporting Person currently has any specific plan or proposal to acquire or dispose of shares of Common Stock or any securities exercisable for or convertible into shares of Common Stock, each Reporting Person, consistent with its investment purpose, at any time and from time to time may directly or indirectly acquire additional shares of Common Stock or securities exercisable for or convertible into shares of Common Stock or dispose of any or all of its shares of Common Stock or securities exercisable for or convertible into shares of Common Stock depending upon an ongoing evaluation of its investment in such securities, applicable legal and/or contractual restrictions, prevailing market conditions, other investment opportunities, liquidity requirements of such Reporting Person and/or other investment considerations.

In addition, each of the Reporting Persons may engage in communications with one or more other shareholders of the Issuer, one or more officers of the Issuer and/or one or more members of the Board of Directors of the Issuer and/or one or more representatives of the Issuer regarding the Issuer, including but not limited to its operations. Each of the Reporting Persons, in such capacities, may discuss ideas that, if effected, may relate to, or may result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D.

Other than as described above, each of the Reporting Persons reports that neither it nor, to its knowledge, any of the other persons named in Item 2 of this Schedule 13D, currently has any plan or proposal which relates to, or may result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D, although the Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

Item 5. Interest in Securities of the Issuer

The information contained in rows 7, 8, 9, 10, 11 and 13 on each of the cover pages of this Schedule 13D and the information set forth or incorporated in Items 3 and 4 is incorporated by reference in its entirety into this Item 5.

(a), (b) The following disclosure assumes that there are 114,707,150 shares of Common Stock outstanding, as set forth in the Issuer's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on October 13, 2021.

Pursuant to Rule 13d-3 of the rules and regulations promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Reporting Persons may be deemed to beneficially own an aggregate of 17,314,315 shares of Common Stock, representing approximately 15.1% of shares of Common Stock outstanding.

Any beneficial ownership of Common Stock by any of the persons listed on Schedule I is set forth on Schedule I attached hereto.

(c) Except as set forth in Item 3 of this Schedule 13D, none of the Reporting Persons, nor to its knowledge, any person listed on Schedule I, has effected any transactions in Common Stock during the past 60 days.

(d) No one other than the Reporting Persons has the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, any of the securities of the Issuer beneficially owned by the Reporting Persons as described in Item 5.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Director Nomination Agreement

Immediately prior to the effective time of the Business Combination, LSAQ and certain stockholders of Science 37, including Pharma LLC, entered into a Director Nomination Agreement pursuant to which each party agreed that the

Post-Business Combination Board of Directors of the Issuer will initially consist of at least seven members, one of which will be appointed by LSAQ pursuant to the Merger Agreement, and the remainder of which will be appointed by Science 37. The initial Post-Business Combination Board is comprised of the following: the Chief Executive Officer of the Issuer immediately following the closing of the Business Combination, John W. Hubbard, Neil Tiwari, Emily Rollins, one independent director to be designated by certain affiliates of Redmile Group, LLC, one independent director to be designated by certain affiliates of Lux Capital Management, LLC and one independent director to be designated by Pharma LLC. The Director Nomination Agreement also provides, among other things, that from and after the closing of the Business Combination and until such time as it holds less than 10.0% of the issued and outstanding common stock of the Issuer, each of these stockholders will be entitled to nominate one person for election as a director of the Post-Business Combination Board at the applicable meeting of the stockholders of the Issuer, and subject to the Post-Business Combination Board's fiduciary duties, the Post-Business Combination Board will recommend these directors for stockholder approval. Pharma LLC has designated Bhooshitha B. De Silva to serve on the Board of Directors of the Issuer pursuant to the terms of the Director Nomination Agreement.

Registration Rights Agreement

In connection with the closing of the Business Combination, Science 37, LSAQ and certain stockholders of LSAQ and certain stockholders of Science 37 who received shares of Issuer Common Stock pursuant to the Merger Agreement, including Pharma LLC, entered into an amended and restated registration rights agreement (the "Registration Rights Agreement"), which became effective upon the consummation of the Business Combination. Pursuant to the Registration Rights Agreement, the Issuer has agreed to file a shelf registration statement within 45 days following the closing of the Business Combination in respect of the equity securities held by certain parties to the Registration Rights Agreement, including Pharma LLC, and will maintain such shelf registration statement until such parties have sold all eligible equity securities of the Issuer beneficially owned by such parties as of the closing of the Business Combination. Pursuant to the Registration Rights Agreement, (i) LifeSci Holdings LLC (together with its permitted transferees, the "Sponsor Holder") and/or (ii) the holders of at least 20% of the number of shares of the Issuer's Common Stock registrable thereunder (the "Registrable Securities") are entitled to make a written demand for registration under the Securities Act of 1933, as amended (the "Securities Act"), of all or part of their Registrable Securities, as the case may be (a "Demand Registration"), and also have customary piggyback rights on registered offerings of equity securities of the Issuer and certain other registration rights. The Issuer is not obligated to effect more than one Demand Registration for the Sponsor Holder and two Demand Registrations for other holders of registrable securities, including Pharma LLC.

Any underwritten offering of the Issuer's equity securities will be subject to customary cut-back provisions. Pursuant to the Registration Rights Agreement, the Issuer has agreed to cooperate and use commercially reasonable efforts to consummate the applicable registered offerings initiated by the parties and will pay the fees and expenses of such offerings (including fees of one counsel for the parties participating in such offering).

Subscription Agreement

In connection with the execution of the Merger Agreement, Pharma LLC entered into a subscription agreement with the Issuer, dated as of May 6, 2021 (the "Subscription Agreement"), pursuant to which Pharma LLC purchased 500,000 shares of Issuer common stock at a purchase price of $10.00 per share upon consummation of the Business Combination. Pursuant to the Subscription Agreement, the Issuer has agreed to file a registration statement within 30 days following the closing of the Business Combination (the "Filing Deadline") to register for resale all shares purchased in the PIPE Investment and will use commercially reasonable efforts to have such registration statement declared effective by the SEC no later than the earlier of (i) 60 calendar days following the Filing Deadline (or 90 calendar days if the SEC notifies the Issuer that it will "review" the registration statement) and (ii) the fifth business day after the date the Issuer is notified in writing by the SEC that the registration statement will not be "reviewed" or will not be subject to further review. The Issuer has further agreed, subject to the terms and conditions of the Subscription Agreement, to use commercially reasonable efforts to maintain the continuous effectiveness of such registration statement until the earliest of (i) four years following the Business Combination, (ii) the date all shares purchased in the PIPE Investment by Pharma LLC may be sold by Phrama LLC without regard to the volume or manner of sale limitations pursuant to Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) (or Rule 144(i)(2), if applicable), (iii) the date on which such Pharma LLC has sold all shares purchased in the PIPE Investment, or (iv) when such shares shall have ceased to be outstanding.

References to and descriptions of the Director Nomination Agreement, the Registration Rights Agreement and the Subscription Agreement set forth above are not intended to be complete and are qualified in their entirety by reference to the full text of such agreements, which are filed as exhibits hereto and incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

A. Joint Filing Agreement by and among the Reporting Persons.

B. Director Nomination Agreement, dated as of October 6, 2021, by and among LifeSci Acquisition II Corp., Pharmaceutical Product Development, LLC and certain other stockholders of the Issuer.

C. Amended and Restated Registration Rights Agreement, dated as of October 6, 2021, by and among the Issuer, Pharmaceutical Product Development, LLC and certain other stockholders of the Issuer.

D. Form of PIPE Subscription Agreement (incorporated by reference to Exhibit 10.3 to the Issuer's Current Report on Form 8-K filed on May 7, 2021).

Signatures

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: October 18, 2021

PPD, INC.

By: /s/ Julia James
Name: Julia James
Title: EVP, General Counsel and Secretary

EAGLE HOLDING COMPANY II, LLC

By: /s/ B. Judd Hartman
Name: B. Judd Hartman
Title: General Counsel and Secretary

JAGUAR HOLDING COMPANY I, LLC

By: Eagle Holding Company II, LLC, its Managing Member

By: /s/ B. Judd Hartman
Name: B. Judd Hartman
Title: General Counsel and Secretary

JAGUAR HOLDING COMPANY II

By: /s/ Julia James
Name: Julia James
Title: General Counsel and Secretary

WILDCAT ACQUISITION HOLDINGS (UK) LIMITED

By: /s/ B. Judd Hartman
Name: B. Judd Hartman
Title: Director

PHARMACEUTICAL PRODUCT DEVELOPMENT, LLC

By: /s/ Julia James
Name: Julia James
Title: EVP, General Counsel and Secretary

SCHEDULE I

Executive Officers and Directors of PPD, Inc.

The name and principal occupation of each director and executive officer of PPD, Inc. are set forth below. The address for each person listed below is c/o PPD, Inc., 929 North Front Street, Wilmington, North Carolina 28401. All executive officers and directors listed are United States citizens other than Colin Hill, who is a citizen of Canada, and Julia James, who is a citizen of the United Kingdom.

EXECUTIVE OFFICERS:

Name	Present Principal Occupation or Employment
David Simmons	Chairman and Chief Executive Officer of PPD, Inc.
Glen Donovan	Chief Accounting Officer of PPD, Inc.
Christopher Fikry	Executive Vice President, Global Laboratory Services, of PPD, Inc.
Ronald Garrow	Executive Vice President and Chief Human Resource Officer of PPD, Inc.
B. Judd Hartman	Executive Vice President, Chief Administrative Officer, of PPD, Inc.
Julia James	Executive Vice President, General Counsel and Secretary of PPD, Inc.
David Johnston	Executive Vice President of Global Clinical Development of PPD, Inc.
Karen Kaucic	Executive Vice President, Chief Medical Officer, of PPD, Inc.
Christopher Scully	Executive Vice President and Chief Financial Officer, Treasurer and Assistant Secretary of PPD, Inc.
William Sharbaugh	Chief Operating Officer of PPD, Inc.
Anshul Thakral	Executive President, Chief Commercial Officer of PPD, Inc. and President of Evidera, a subsidiary of PPD, Inc.

DIRECTORS:

Name	Present Principal Occupation or Employment
David Simmons	Chairman and Chief Executive Officer of PPD, Inc.
Joe Bress	Managing Director, The Carlyle Group
Stephen Ensley	Partner, Hellman & Friedman LLC
Maria Teresa Hilado	Retired Chief Financial Officer of Allergan
Colin Hill	Chief Executive Officer and Co-Founder of GNS Healthcare Inc.
Jeffrey B. Kindler	Chief Executive Officer, Centrexion Therapeutics
Hunter Philbrick	Partner, Hellman & Friedman LLC
Allen Thorpe	Partner, Hellman & Friedman LLC
Stephen H. Wise	Managing Director, The Carlyle Group

Jeffrey B. Kindler, a member of the Board of Directors of PPD, beneficially owns 58,089 nonqualified stock options of the Issuer, which are exercisable for shares of Common Stock on a one-for-one basis at an exercise price of $0.11 per share, representing approximately 0.05% of shares of Common Stock outstanding. Such stock options were acquired in the Business Combination in respect of stock options in Science37 previously held by Mr. Kindler.

Exhibit A

JOINT FILING AGREEMENT

PURSUANT TO RULE 13D-1(K)(1)

The undersigned acknowledge and agree that the Statement on Schedule 13D filed with the Securities and Exchange Commission on or about the date hereof with respect to the beneficial ownership by the undersigned of the shares of Common Stock, par value $0.0001 per share, of Science 37 Holdings, Inc. is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned that is named as a reporting person in such filing without the necessity of filing an additional joint filing agreement. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate. This joint filing agreement may be executed in any number of counterparts and all of such counterparts taken together shall constitute one and the same instrument.

Dated: October 18, 2021

PPD, INC.

By: /s/ Julia James
Name: Julia James
Title: EVP, General Counsel and Secretary

EAGLE HOLDING COMPANY II, LLC

By: /s/ B. Judd Hartman
Name: B. Judd Hartman
Title: General Counsel and Secretary

JAGUAR HOLDING COMPANY I, LLC

By: Eagle Holding Company II, LLC, its Managing Member

By: /s/ B. Judd Hartman
Name: B. Judd Hartman
Title: General Counsel and Secretary

JAGUAR HOLDING COMPANY II

By: /s/ Julia James
Name: Julia James
Title: General Counsel and Secretary

WILDCAT ACQUISITION HOLDINGS (UK) LIMITED

By: /s/ B. Judd Hartman
Name: B. Judd Hartman
Title: Director

PHARMACEUTICAL PRODUCT DEVELOPMENT, LLC

By: /s/ Julia James
Name: Julia James
Title: EVP, General Counsel and Secretary

Exhibit B

Execution Version

DIRECTOR NOMINATION AGREEMENT

BY AND AMONG

LIFESCI ACQUISITION II CORP.,

LIFESCI HOLDINGS LLC,

SCIENCE 37, INC.

AND

THE STOCKHOLDERS PARTY HERETO

Dated as of October 6, 2021

CONTENTS

DIRECTOR NOMINATION AGREEMENT

This Director Nomination Agreement (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with the terms hereof, this "**Agreement**") is made and entered into effective as of October 6, 2021 by and among LifeSci Acquisition II Corp., a Delaware corporation (the "**Company**"), LifeSci Holdings LLC, a Delaware limited liability company ("**LifeSci**"), Science 37, Inc., a Delaware corporation (the "**Legacy Science 37**"), and each of the Stockholders party hereto. The Company, LifeSci, Legacy Science 37 and the Stockholders are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**." Each capitalized term used but not defined herein will have the meaning ascribed to such term in Section 1.01.

RECITALS

WHEREAS, the Company and Science 37, are party to that certain Agreement and Plan of Merger, dated as of May 6, 2021 (as it may be amended, supplemented, amended and restated or otherwise modified from time to time, the "**Merger Agreement**"), by and among the Company, LifeSci Acquisition II Merger Sub, Inc., a Delaware corporation ("**Merger Sub**"), and Legacy Science 37, pursuant to which, subject to the terms and conditions set forth therein, Merger Sub will merge with and into Legacy Science 37 (the "**Merger**"), with Legacy Science 37 surviving the Merger as a wholly owned subsidiary of the Company;

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement; and

WHEREAS, pursuant to the Merger Agreement, the Parties are entering into this Agreement to set forth certain understandings among the Parties with respect to certain governance and other matters of the Company.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I.
DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. In addition to the terms defined elsewhere herein, the following terms have the following meanings when used herein with initial capital letters:

"**Affiliate**" has the meaning set forth in Rule 12b-2 promulgated under the Exchange Act, as in effect on the date hereof.

"**Agreement**" has the meaning set forth in the Preamble hereto.

"**Audit Committee Qualified Director**" means a Director who meets the independence requirements under Rule 10A-3 promulgated under the Exchange Act and the rules and regulations of NASDAQ with respect to service on the audit committee of the Board.

"**Beneficially Own**" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"**Board**" means the board of directors of the Company.

"**Bylaws**" means the Amended and Restated Bylaws of the Company, as amended or amended and restated from time to time.

"**Certificate of Incorporation**" means the Second Amended and Restated Certificate of Incorporation of the Company, as amended, restated and/or amended and restated from time to time.

"**Chosen Courts**" has the meaning set forth in Section 4.07(b).

"**Closing**" has the meaning set forth in the Merger Agreement.

"**Common Stock**" means the Company's common stock, with a par value of $0.0001 per share.

"**Company**" has the meaning set forth in the Recitals hereto.

"**Company Stockholders Meeting**" means an annual meeting or special meeting of the stockholders of the Company, in each case, including any adjournment or postponement thereof, at which Directors of the same class as a Legacy Director are to be elected to the Board.

"**Contracting Parties**" has the meaning set forth in Section 4.14.

"**control**" (including its correlative meanings, "**controlled by**" and "**under common control with**") has the meaning set forth in the Merger Agreement.

"**Director**" means any member of the Board.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"**Governmental Authority**" has the meaning set forth in the Merger Agreement.

"**Independent Director**" has the meaning set forth in Section 2.01(b)(v).

"**Initial Board**" has the meaning set forth in Section 2.01(a).

"**Law**" has the meaning set forth in the Merger Agreement.

"**Legacy Director**" has the meaning set forth in Section 2.02(a).

"**LifeSci**" has the meaning set forth in the Recitals hereto.

"**LSAQ Director**" has the meaning set forth in Section 2.01(a).

"**Lux Stockholder**" means, collectively, Lux Co-Investment Opportunities, L.P. and Lux Ventures IV, L.P.

"**Merger**" has the meaning set forth in the Recitals hereto.

"**Merger Agreement**" has the meaning set forth in the Recitals hereto.

"**Merger Sub**" has the meaning set forth in the Recitals hereto.

"**NASDAQ**" means the NASDAQ Stock Market.

"**Nonparty Persons**" or "**Nonparty Person**" has the meaning set forth in Section 4.14.

"**Parties**" or "**Party**" has the meaning set forth in the Preamble hereto.

"**Person**" has the meaning set forth in the Merger Agreement.

"**PPD Stockholder**" means Pharmaceutical Product Development, LLC.

"**Redmile Stockholder**" means, collectively, Redmile Private Investments II, L.P., Redmile Strategic Master Fund LP, Redmile Capital Offshore II Master Fund, Ltd., RAF, L.P. and RedCo II Master Fund, L.P.

"**Representative**" has the meaning set forth in the Merger Agreement.

"**Stockholders**" means the Lux Stockholder, the PPD Stockholder and the Redmile Stockholder, collectively, and "**Stockholder**" means any of the foregoing Persons, individually.

"**Subsidiary**" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which: (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote generally in the election of directors (or similar fiduciaries) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; or (ii) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of limited liability company interests, partnership interests, stock or equivalent ownership interest of the limited liability company, partnership, association or other business entity is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of the limited liability company, partnership, association or other business entity gains or losses or shall be or control the managing member, managing director or other governing body or general partner of such limited liability company, partnership, association or other business entity.

"**Transaction**" has the meaning set forth in the Merger Agreement.

"**Transaction Documents**" has the meaning set forth in the Merger Agreement.

Section 1.02 Rules of Construction. For all purposes of this Agreement, except as otherwise provided in this Agreement or unless the context otherwise requires:

(a) the meanings of defined terms are applicable to the singular as well as the plural forms of such terms;

(b) the words "hereof", "herein", "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(c) references in this Agreement to any Law shall be deemed also to refer to such Law, and all rules and regulations promulgated thereunder;

(d) whenever the words "include", "includes" or "including" are used in this Agreement, they shall mean "without limitation";

(e) the captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement;

(f) pronouns of any gender or neuter shall include, as appropriate, the other pronoun forms; and

(g) all references to "or" shall be construed in the inclusive sense of "and/or".

ARTICLE II.
CORPORATE GOVERNANCE MATTERS

Section 2.01 Composition of the Board of Directors.

(a) At the Closing, the Board shall consist of at least seven (7) Director positions (the "**Initial Board**"). Upon the first vacancy on the Board in accordance with the terms of this Agreement, the Bylaws or the Certificate of Incorporation, that would not otherwise be filled pursuant to Section 2.04, so long as LifeSci (together with its Affiliates) Beneficially Owns more than 1.0% of the issued and outstanding Common Stock, LifeSci shall be entitled to designate one (1) Independent Director (the "**LSAQ Director**") to the Board. Reasonably promptly following such vacancy on the Board, the Company shall provide written notice to LifeSci of such vacancy and, reasonably promptly following receipt of such written notice, LifeSci shall deliver a written notice to the Company designating the individual to serve on the Board as the LSAQ Director hereunder, who shall be appointed as a Class III Director.

(b) The Initial Board shall include the following individuals, each of whom shall serve as a Director until such individual's successor is duly elected and qualified in accordance with this Agreement, the Certificate of Incorporation and the Bylaws, subject to such individual's earlier death, resignation or removal:

(i) the Chief Executive Officer of the Company following the Closing, who shall be David Coman;

(ii) one (1) Director who meets the independence requirements under the rules and regulations of NASDAQ (such Director, an "**Independent Director**") designated by the Redmile Stockholder, who shall be Robert Faulkner;

(iii) one (1) Independent Director designated by the Lux Stockholder, who shall be Adam Goulburn;

(iv) one (1) Independent Director designated by the PPD Stockholder, who shall be Bhooshi DeSilva; and

(v) three (3) additional Independent Directors, who shall be John W. Hubbard, Neil Tiwari and Emily Rollins.

(c) Other than for the purpose of designating the LSAQ Director pursuant to Section 2.01(a) hereof, in the event the size of the Initial Board exceeds seven (7) Director positions, Legacy Science 37 shall be entitled to designate any additional Directors in accordance with the Merger Agreement.

(d) The Board shall at all times be comprised of a majority of Independent Directors, and at least three (3) Directors shall be Audit Committee Qualified Directors. At least one member of the audit committee of the Board shall qualify as an "audit committee financial expert," as defined under rules and regulations of the U.S. Securities and Exchange Commission.

Section 2.02 Nomination Rights of Stockholders. Notwithstanding anything to the contrary contained herein or in any other Transaction Document, each of the Stockholders and the Company agree (it being understood that such agreement is solely between the Company and each Stockholder, and not any other Stockholder) that, with respect to each subsequent election of Directors and subject to the rules and regulations of NASDAQ, from and after the Closing and until the first date on which a Stockholder (together with its Affiliates) Beneficially Owns less than 10.0% of the issued and outstanding Common Stock:

(a) such Stockholder shall be entitled to nominate one (1) Person for election as a Director (each such Director, a "**Legacy Director**") at the applicable Company Stockholders Meeting by written notice to the Company given (i) in the case of an annual meeting of the stockholders of the Company, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting (*provided*, *however*, that, if no annual meeting of the Company's stockholders was held in the preceding year, not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or, if later, the tenth (10th) day following the day on which public disclosure (as defined in the Bylaws) was first made by the Company; *provided*, *further*, that if the date of the annual meeting of the stockholders of the Company is more than thirty (30) days before or more than sixty (60) days after such anniversary date, not later than the ninetieth (90th) day prior to such annual meeting or, if later, the tenth (10th) day following the day on which public disclosure of the date of such annual meeting was first made by the Company) and (ii) in the case of a special meeting of the stockholders of the Company, not earlier than the one hundred twentieth (120th) day prior to such special meeting and not less than the later of ninety (90) days prior to such special

meeting or the tenth (10th) day following the day on which public disclosure of the date of such special meeting was first made by the Company, which such notice shall include all information relating to such Stockholder that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) of the Exchange Act (including such Stockholder's written consent to being named in the proxy statement and such nominee's written consent to being named as a nominee and to serving as a director if elected); and

(b) The Company shall (i) include each Legacy Director as a nominee for election as a Director at the applicable Company Stockholders Meeting in its proxy solicitation materials (including any form of proxy it distributes), and (ii) unless the Board (or a committee thereof) reasonably determines in good faith, after receiving an opinion of the Company's outside counsel, that doing so would cause it to violate its fiduciary duties to stockholders under Law, (A) recommend to the Company's stockholders that such Legacy Director be elected as a Director at such Company Stockholders Meeting and (B) use reasonable best efforts to provide the highest level of support (including as to recommendation) as is used and/or provided for the election of the other Director nominees of the Company at such Company Stockholders Meeting.

For the avoidance of doubt, (i) each Stockholder's right to nominate a Legacy Director under this Section 2.02 (A) shall not be transferable and (B) shall not be subject to any requirement that stockholders provide advance notice of, or comply with any other procedures governing, the nomination of individuals for election to the Board as provided in the Bylaws, (ii) such Stockholder shall no longer have a right to nominate a Legacy Director under this Section 2.02 from and after the first date on which such Stockholder (together with its Affiliates) Beneficially Owns less than 10.0% of the issued and outstanding Common Stock; and (iii) no Stockholder shall be required to comply with the provisions of Section 2.02(a) with respect to an election of Directors at any Company Stockholders Meeting if the Board or any committee thereof shall have nominated such Director for election as a Director without regard to the provisions of this Section 2.02.

Section 2.03 Resignation of Designated Directors. On or promptly (but no later than three (3) Business Days) following the date that a Stockholder becomes actually aware that such Stockholder (together with its Affiliates) no longer Beneficially Owns at least 10.0% of the issued and outstanding Common Stock or has elected to withdraw from this Agreement pursuant to Section 4.04(d), the Nominating and Corporate Governance Committee of the Board may request that any Director designated or nominated by such Stockholder who is a member of the Board on such date tender such individual's resignation as a Director, which resignation may be accepted or declined by the Board in its sole discretion.

Section 2.04 Vacancy. Subject to Section 2.01(a) hereof with regard to LSAQ's right to designate the LSAQ Director, in the event that a vacancy on the Board exists or is created at any time by the death, resignation, disqualification or removal of a member of the Initial Board prior to the due election and qualification of such member's successor, such vacancy shall be filled pursuant to the Certificate of Incorporation; *provided, however,* that if such vacancy relates to a Legacy Director, the applicable Stockholder shall (until such time as such Stockholder and its Affiliates Beneficially Own less than 10.0% of the issued and outstanding Common Stock) be entitled to designate such Legacy Director's successor.

Section 2.05 Chairperson of the Board. Mr. Faulkner shall serve as the initial Chairperson of the Board, and any successor Chairperson of the Board shall be designated as provided in the Bylaws.

Section 2.06 Classified Board. The Company represents and warrants that immediately prior to the execution and delivery hereof the Board is divided into three classes, with the Directors serving staggered three-year terms. The individual Directors comprising each class will be as determined by the Board. Each Legacy Director nominated for election at the applicable Company Stockholders Meeting shall be nominated for, and, subject to Section 2.03, shall be entitled to serve, a three-year term or until such Legacy Director's earlier death, resignation, disqualification or removal.

Section 2.07 Insider Trading Policy. Immediately after the Closing, the Board shall adopt an insider trading policy containing terms and conditions typical for a public company similarly situated to the Company.

Section 2.08 Indemnification and D&O Insurance. As promptly as reasonably practicable following the Closing, the Company shall enter into an indemnification agreement with each Director, each on substantially the same terms entered into with, and based on the same customary and reasonable form provided to, the other Directors. To the fullest extent permitted by applicable Law, the Company shall not amend, alter or repeal any right to indemnification, advancement of expenses or exculpation benefiting any Director nominated pursuant to this Agreement, as and to the extent consistent with applicable Law, contained in the Company's Certificate of Incorporation or Bylaws (except to the extent such amendment or alteration permits the Company to provide broader rights to indemnification, advancement of expenses or exculpation). The Company shall (a) purchase directors' and officers' liability insurance in an amount determined by the Board to be reasonable and customary and (b) for so long as a Director nominated pursuant to this Article II serves as a Director of the Company, maintain such coverage with respect to such Director and shall take all actions necessary to extend such coverage for a period of not less than six years from any removal or resignation of such Director, in respect of any act or omission occurring at or prior to such event.

Section 2.09 Reimbursement of Expenses. The Company shall reimburse the Directors for all reasonable and documented out-of-pocket expenses incurred in connection with their attendance at meetings of the Board and any committees thereof, including travel, lodging and meal expenses.

Section 2.10 Restrictions on Other Agreements. No Party shall grant any proxy or enter into or agree to be bound by any voting trust, agreement or arrangement of any kind with any Person if and to the extent the terms thereof conflict with the provisions of this Agreement.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF EACH STOCKHOLDER

Each Stockholder and LifeSci, on its own behalf hereby represents and warrants to the Company and the other Parties, severally and not jointly, with respect to such Party as of the date of this Agreement, as follows:

Section 3.01 Organization; Authority.

(a) Such Party (i) is duly incorporated or formed, duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization and (ii) has all requisite corporate or other entity power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(b) The execution and delivery by such Party of this Agreement, the performance and compliance by such Party with each of its obligations herein and the consummation by such Party of the transactions contemplated hereby have been duly authorized by all necessary corporate or other entity action on the part of such Party.

(c) This Agreement constitutes a valid and binding obligation of such Party enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at Law).

Section 3.02 No Consent. Except as provided in this Agreement, no consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority or other Person on the part of such Party is required in connection with the execution, delivery and performance of this Agreement, except where the failure to obtain such consents, approvals, authorizations or to make such designations, declarations or filings would not materially interfere with a such Party's ability to perform its obligations under to this Agreement.

Section 3.03 No Conflicts; Litigation. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with the terms hereof, will, (a) conflict with or violate any provision of the organizational documents of such Party or (b) violate, conflict with or result in a breach of, or constitute a default (with or without notice or lapse of time or both) under any provision of, any trust agreement, loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license, judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to such Party or to such Party's property or assets, except, in the case of this clause (b), that would not reasonably be expected to impair, individually or in the aggregate, such Party's ability to fulfill its obligations under this Agreement. As of the date of this Agreement, there is no Action pending or, to the knowledge of such Party, threatened, against such Party or any of such Party's Affiliates or any of their respective assets or properties that would materially interfere with such Party's ability to perform its obligations under this Agreement or that would reasonably be expected to prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

ARTICLE IV.
GENERAL PROVISIONS

Section 4.01 Effectiveness; Termination. Notwithstanding anything to the contrary contained herein, but subject to the early termination of any provision as a result of an amendment to this Agreement agreed to by the Parties as provided under Section 4.04, this Agreement (other than Section 2.02 (which, for the avoidance of doubt, shall terminate as provided therein), the second sentence of Section 2.08 (which shall, with respect to the applicable Director and its nominating Stockholder, terminate on the six year anniversary of the date of any removal or resignation of such Director), the last sentence of Section 2.08 (which, for the avoidance of doubt, shall terminate as provided therein) and this Article IV) shall terminate (a) with respect to any Stockholder, the first date on which such Stockholder (together with its Affiliates) Beneficially Owns less than 10.0% of the issued and outstanding Common Stock or such earlier date on which such Stockholder delivers written notice to the Company in accordance with Section 4.04(d) that such Stockholder is withdrawing from this Agreement, and (b) as to all Parties, the first date on which this Agreement has been terminated with respect to all Stockholders.

Section 4.02 No Agreement as Director. Each Stockholder is signing this Agreement solely in its capacity as a stockholder of the Company. No Stockholder makes any agreement or understanding in this Agreement in such Stockholder's capacity as a Director of the Company or a director, manager or other fiduciary of any of its Subsidiaries (if such Stockholder holds such office). Nothing in this Agreement will limit or affect any actions or omissions taken by a Stockholder in its capacity as a Director of the Company or as a director, manager or other fiduciary of any of its Subsidiaries, and no actions or omissions taken in such Stockholder's capacity as such shall be deemed a breach of this Agreement. Nothing in this Agreement will be construed to prohibit, limit or restrict a Stockholder from exercising its fiduciary duties as a Director of the Company (or as a director, officer, manager or other fiduciary of any of its Subsidiaries) to the Company or its stockholders.

Section 4.03 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.03):

If to the Company prior to the Closing or to LifeSci, to:

c/o LifeSci Holdings LLC
250 W. 55th Street, #3401
New York, NY 10019
Attn: Andrew McDonald
Email: [Redacted]

with copies (which shall not constitute notice) to:

Loeb & Loeb LLP
345 Park Avenue, 19th Floor
New York, NY 10154
Attention: Giovanni Caruso
Email: [Redacted]

If to the Company subsequent to the Closing or to Legacy Science 37, to:

Science 37, Inc.
600 Corporate Pointe, Suite 320
Culver City, CA 90230
Attn: Christine Pellizzari
Email: [Redacted]

with copies (which shall not constitute notice) to:

Latham & Watkins LLP
811 Main Street, Suite 3700
Houston, TX 77002
Attn: Ryan J. Maierson
Thomas G. Brandt
Email: [Redacted]

and

DLA Piper
4365 Executive Drive
Suite 1100
San Diego, CA
92121-2133
Attn: Randy L. Socol
Email: [Redacted]

If to a Stockholder, to such address set forth on the Stockholder's signature page or to such other address or addresses as such Stockholder may from time to time designate in writing to the Company.

Any Party may change its address for notice at any time and from time to time by written notice to the other Parties, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 4.03.

Section 4.04 Amendment; Waiver.

(a) The terms and provisions of this Agreement may be modified or amended only with the written approval of the Company, LifeSci and each of the Stockholders entitled to designate a Director as of such time; *provided*, that any modification or amendment of (x) the last two sentences of Section 2.08 and (y) Section 4.01 to the extent that it relates to Section 2.08 shall, in each case, require the written approval of each Stockholder irrespective of whether it is entitled to designate a Director; *provided further*, that written approval of LifeSci shall only be required if the modification or amendment to this Agreement limits LifeSci's right to designate the LSAQ Director.

(b) Except as expressly set forth in this Agreement, neither the failure nor delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or

privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

(c) No Party shall be deemed to have waived any claim arising out of this Agreement, or any right, remedy, power or privilege under this Agreement, unless the waiver of such claim, right, remedy, power or privilege is expressly set forth in a written instrument duly executed and delivered on behalf of such Party, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

(d) Any Party may unilaterally waive from time to time and without the consent of the Company or any other Stockholder any of its rights hereunder in a signed writing delivered to the Company.

(d) Each Stockholder, in such Stockholder's sole discretion, may withdraw from this Agreement at any time by written notice to the Company. Thereafter, such Stockholder shall cease to be a party to this Agreement, shall have no further rights or obligations hereunder and none of the terms or provisions hereof shall have any continuing force or effect with respect to such Stockholder; *provided*, *however*, that, subject to Section 2.03, any Director designated by such Stockholder who is a member of the Board at the time of such withdrawal shall continue to serve on the Board until such individual's successor is duly elected and qualified in accordance with the Certificate of Incorporation and the Bylaws, subject to such individual's earlier death, resignation, disqualification or removal.

Section 4.05 Further Assurances. To the fullest extent permitted by Law, the Stockholders agree to sign such further documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done such further acts and things reasonably necessary in order to give full effect to this Agreement and every provision hereof. To the fullest extent permitted by Law, the Company shall not directly or indirectly take any action that is intended to, or would reasonably be expected to result in, the Stockholders being deprived of the rights contemplated by this Agreement.

Section 4.06 Third Party Beneficiaries. The Parties hereby agree that their respective representations, warranties, covenants and agreements set forth in this Agreement are solely for the benefit of the other Parties on the terms and subject to the conditions set forth in this Agreement and are not for the benefit of any other Person who is not a party to this Agreement. Other than the Parties and their respective successors and permitted assigns, this Agreement is not intended to, and does not, confer upon any Person any rights or remedies, express or implied, hereunder, including the right to rely upon the representations and warranties set forth in this Agreement. The representations and warranties in this Agreement are the product of negotiations among the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with Section 4.04 without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any of the Parties. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

Section 4.07 Governing Law; Forum.

(a) This Agreement, and any claims or Proceedings arising out of this Agreement or the subject matter hereof (whether at law or equity, in contract or in tort or otherwise), shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of law principles thereof (or any other jurisdiction) to the extent that such principles would direct a matter to another jurisdiction.

(b) Each of the Parties agrees that: (i) it shall bring any Proceeding in connection with, arising out of or otherwise relating to this Agreement, any agreement, certificate, instrument or other document delivered pursuant to this Agreement or the Transactions exclusively in the courts of the State of Delaware in the Court of Chancery of the State of Delaware, or (and only if) such court finds it lacks subject matter jurisdiction, the Superior Court of the State of Delaware (Complex Commercial Division); provided that if subject matter jurisdiction over the Proceeding is vested exclusively in the United States federal courts, then such Proceeding shall be heard in the United States District Court for the District of Delaware (the "**Chosen Courts**"); and (ii) solely in connection with such Proceedings, (A) it irrevocably and unconditionally submits to the exclusive jurisdiction of the Chosen Courts, (B) it waives any objection to the laying of venue in any Proceeding in the Chosen Courts, (C) it waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any Party, (D) mailing of process or other papers in connection with any such Proceeding in the manner provided in Section 4.03 or in such other manner as may be permitted by applicable Law shall be valid and sufficient service thereof and (E) it shall not assert as a defense, any matter or claim waived by the foregoing clauses (A) through (D) of this Section 4.07 or that any Governmental Order issued by the Chosen Courts may not be enforced in or by the Chosen Courts.

Section 4.08 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY BE IN CONNECTION WITH, ARISE OUT OF OR OTHERWISE RELATE TO THIS AGREEMENT OR OTHER DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT OR OTHER DOCUMENT DELIVERED PURSUANT TO THIS AGREEMENT. EACH PARTY HEREBY ACKNOWLEDGES AND CERTIFIES (a) THAT NO REPRESENTATIVE OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTIES WOULD NOT, IN THE EVENT OF ANY ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) IT MAKES THIS WAIVER VOLUNTARILY AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS, ACKNOWLEDGMENTS AND CERTIFICATIONS CONTAINED IN THIS SECTION 4.08.

Section 4.09 Equitable Remedies. Each of the Parties acknowledges and agrees that the rights and obligations of each Party to consummate the Transactions are special, unique and of extraordinary character and that if for any reason any of the provisions of this Agreement are not performed or complied with in accordance with their terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. Accordingly, each Party agrees that, in addition to any other available remedies a Party may have in equity or at law, each Party shall be entitled to equitable remedies against another Party for its breach or threatened breach of this Agreement, including to enforce specifically the terms and provisions of this Agreement or to obtain an injunction restraining any such breach or threatened breach of the provisions of this Agreement in the Chosen Courts, in each case, (a) without necessity of posting a bond or other form of security and (b) without proving the inadequacy of money damages or another any remedy at law. In the event that a Party seeks equitable remedies in any Proceeding (including to enforce the provisions of this Agreement or prevent breaches or threatened breaches of this Agreement), no Party shall raise any defense or objection, and each Party hereby waives any and all defenses and objections, to such equitable remedies on grounds that (i) money damages would be adequate or there is another adequate remedy at law or (ii) the Party seeking equitable remedies must either post a bond or other form of security and prove the inadequacy of money damages or another any remedy at law.

Section 4.10 Entire Agreement; Successors and Assigns. This Agreement constitutes the entire agreement among the Parties and their Affiliates with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, negotiations, understandings, and representations and warranties, whether oral or written, with respect to such matters. This Agreement shall be binding upon and inure to the benefit of the Parties (and any of their respective successors and permitted assigns). No Party shall be permitted to assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, by operation of Law or otherwise, without the prior written consent of the other Parties, and any attempted or purported assignment or delegation in violation of this Section 4.10 shall be null and void.

Section 4.11 Severability. The provisions of this Agreement shall be deemed severable and the illegality, invalidity or unenforceability of any provision shall not affect the legality, validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is illegal, invalid or unenforceable, (a) a suitable and equitable provision to be negotiated by the Parties, each acting reasonably and in good faith shall be substituted therefor in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such legal, invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such illegality, invalidity or unenforceability, nor shall such illegality, invalidity or unenforceability affect the legality, validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

Section 4.12 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.13 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such

counterparts shall together constitute the same agreement. The exchange of copies of this Agreement and signature pages by email in .pdf or .tif format (and including, without limitation, any electronic signature complying with the U.S. ESIGN Act of 2000, *e.g.*, www.docusign.com), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Such execution and delivery shall be considered valid, binding and effective for all purposes.

Section 4.14 No Recourse. Any and all claims, demands, liabilities, obligations, debts, damages, losses, expenses, costs or Proceedings (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or the subject matter hereof (including the Transactions), any agreement, certificate, instrument or other document delivered pursuant to this Agreement or the subject matter thereof, or any negotiation, execution, or performance of any of the foregoing, shall be brought, raised or claimed only against the Persons that are expressly identified as "Parties" in the Preamble to this Agreement (the "**Contracting Parties**"). No Nonparty Person shall have any responsibility, obligation or liability for any claims, demands, liabilities, obligations, debts, damages, losses, expenses, costs or Proceedings (whether in contract or in tort, in law or in equity, or granted by statute) arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement (including the Transactions) or its negotiation, execution, performance, or breach and, to the maximum extent permitted by Laws, each Contracting Party hereby irrevocably, unconditionally, completely and forever releases, discharges, ceases and waives all such claims, demands, liabilities, obligations, debts, damages, losses, expenses, costs or Proceedings (whether in contract or in tort, in law or in equity, or granted by statute) against any such Nonparty Persons. Without limiting the foregoing, to the maximum extent permitted by Laws, (a) each Contracting Party hereby irrevocably, unconditionally, completely and forever releases, discharges, ceases and waives any and all claims, demands, liabilities, obligations, debts, damages, losses, expenses, costs or Proceedings (whether in contract or in tort, in law or in equity, or granted by statute) that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty Person, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Person with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. The "**Nonparty Persons**" means the Persons who are not Contracting Parties, and the term "**Nonparty Persons**" shall include, but not be limited to, all past, present or future stockholders, members, partners, other securityholders, controlling Persons, directors, managers, officers, employees, incorporator, Affiliates, agents, attorneys, advisors, other Representatives, lenders, capital providers, successors or permitted assigns of all Contracting Parties, all Affiliates of any Contracting Party or of all past, present or future stockholders, members, partners, other securityholders, controlling Persons, directors, managers, officers, employees, incorporator, Affiliates, agents, attorneys, advisors, other Representatives, lenders, capital providers, successors or permitted assigns of all of the foregoing.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

COMPANY:

LIFESCI ACQUISITION II CORP.

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Chief Executive Officer

LIFESCI:

LIFESCI HOLDINGS LLC:

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Manager

By: /s/ Michael Rice
Name: Michael Rice
Title: Manager

LEGACY SCIENCE 37:

SCIENCE 37, INC:

By: /s/ David Coman
Name: David Coman
Title: Chief Executive Officer

STOCKHOLDERS:

REDMILE PRIVATE INVESTMENTS II, L.P.

By: Redmile Private Investments II (GP), LLC, its general partner

By: Redmile Group, LLC, its managing member

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

REDMILE CAPITAL OFFSHORE II MASTER FUND, LTD.

By: Redmile Group, LLC, its investment manager

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

REDMILE STRATEGIC MASTER FUND, LP

By: Redmile Group, LLC, its investment manager

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

RAF, L.P.

By: RAF, GP, LLC, its general partner

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

ADDRESS:

c/o Redmile Group, LLC
One Letterman Drive
Building D, Suite D3-300
San Francisco, CA 94129
Email: [Redacted]
Attn: Josh Garcia

LUX VENTURES IV, L.P.

By: Lux Venture Partners IV, LLC, its general partner

By: /s/ Peter Herbert
Name: Peter Herbert
Title: Managing Director

LUX CO-INVESTMENT OPPORTUNITIES, L.P.

By: Lux Co-Invest Partners, LLC, its general partner

By: /s/ Peter Herbert
Name: Peter Herbert
Title: Managing Director

ADDRESS:

1600 El Camino Real, Suite 290
Menlo Park, CA 94250

PHARMACEUTICAL PRODUCT DEVELOPMENT, LLC

By: /s/ Bhooshitha de Silva
Name: Bhooshitha de Silva
Title: Senior Vice President

ADDRESS:

929 North Front Street
Wilmington, NC 28401

[*Signature Page to Director Nomination Agreement*]

Exhibit C

Execution Version

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is entered into as of the 6th day of October, 2021, by and among Science 37 Holdings, Inc., a Delaware corporation (f/k/a LifeSci Acquisition II Corp.) (the "**Company**"), the equityholders designated as Sponsor Equityholders on Schedule A hereto (collectively, the "**Sponsor Equityholders**") and the equityholders designated as Legacy Science 37 Equityholders on Schedule B hereto (collectively, the "**Legacy Science 37 Equityholders**" and, together with the Sponsor Equityholders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 6.2 of this Agreement, each an "**Investor**" and collectively, the "**Investors**").

WHEREAS, the Company, LifeSci Holdings LLC, a Delaware limited liability company (the "**Sponsor**"), and the Sponsor Equityholders are parties to that certain Registration Rights Agreement, dated as of November 20, 2020 (the "**Prior Agreement**");

WHEREAS, the Company, LifeSci Acquisition II Merger Sub, Inc., a Delaware corporation ("**Merger Sub**"), and Science 37, Inc., a Delaware corporation ("**Legacy Science 37**"), are parties to that certain Agreement and Plan of Merger, dated as of May 6, 2021 (the "**Business Combination Agreement**"), pursuant to which, at the Effective Time (as defined in the Business Combination Agreement), Merger Sub will merge (the "**Merger**") with and into Legacy Science 37, with Legacy Science 37 surviving the Merger as a wholly owned subsidiary of the Company (the "**Business Combination**");

WHEREAS, on or about the date hereof, the Legacy Science 37 Equityholders are receiving shares of Common Stock as consideration for their shares of common stock and preferred stock of Legacy Science 37 pursuant to the Business Combination Agreement; and

WHEREAS, in connection with the consummation of the Business Combination, the parties to the Prior Agreement desire to amend and restate the Prior Agreement in its entirety as set forth herein, and the parties hereto desire to enter into this Agreement pursuant to which the Company shall grant the Holders certain registration rights with respect to the Registrable Securities (as defined below) on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS. The following capitalized terms used herein have the following meanings:

"**Agreement**" means this Agreement, as amended, restated, supplemented, or otherwise modified from time to time.

"**Business Combination**" has the meaning given in the Recitals hereto.

"**Commission**" means the Securities and Exchange Commission, or any other Federal agency then administering the Securities Act or the Exchange Act.

"**Common Stock**" means the common stock, par value $0.0001 per share, of the Company.

"**Company**" is defined in the preamble to this Agreement.

"**Demand Registration**" is defined in Section 2.1.1.

"**Demanding Holder**" is defined in Section 2.1.1.

"**Earn-Out Shares**" means the shares of Common Stock received by the Legacy Science 37 Equityholders pursuant to the earn-out provisions of the Business Combination Agreement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Form S-3**" is defined in Section 2.3.

"**Indemnified Party**" is defined in Section 4.3.

"**Indemnifying Party**" is defined in Section 4.3.

"**Initial Shares**" means all of the outstanding shares of Common Stock owned by the Investors as of the date hereof or issued to the Investors in connection with the transactions contemplated by the Business Combination Agreement, including any Earn-Out Shares to the extent that such Earn-Out Shares have been issued by the Company in accordance with the Business Combination Agreement.

"**Initial Shareholders**" means LifeSci Holdings LLC and Chardan Healthcare Investments LLC, each an Investor.

"**Investor**" is defined in the preamble to this Agreement.

"**Investor Indemnified Party**" is defined in Section 4.1.

"**Maximum Number of Shares**" is defined in Section 2.1.4.

"**Notices**" is defined in Section 6.3.

"**Permitted Transferees**" shall mean any Person to whom a holder of Registrable Securities is permitted to transfer such Registrable Securities.

"**Person**" means any individual or entity.

"**Piggy-Back Registration**" is defined in Section 2.2.1.

"**PIPE Shares**" has the meaning given in the definition of "Subscription Agreements".

"**Prior Agreement**" has the meaning given in the Recitals hereto

"**Register**," "**Registered**" and "**Registration**" mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"**Registrable Securities**" means (i) the Initial Shares, and (ii) any shares of Common Stock or any other equity security (including, without limitation, the shares of Common Stock issued or issuable upon the exercise of any other equity security and warrants) of the Company otherwise acquired or owned by an Investor following the date hereof to the extent that such securities are "restricted securities" (as defined in Rule 144) or are otherwise held by an "affiliate" (as defined in Rule 144) of the Company. Registrable Securities include any warrants, shares of capital stock or other securities of the Company issued as a dividend or other distribution with respect to or in exchange for or in replacement of such securities described in clauses (i) and (ii) of the preceding sentence. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (b) such securities shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act; (c) such securities shall have ceased to be outstanding, or (d) the Registrable Securities are freely saleable under Rule 144 without limitations as to volume or manner of sale.

"**Registration Statement**" means a registration statement filed by the Company with the Commission in compliance with the Securities Act and the rules and regulations promulgated thereunder for a public offering and sale of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities (other than a registration statement on Form S-4 or Form S-8, or their successors, or any registration statement covering only securities proposed to be issued in exchange for securities or assets of another entity).

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**Sponsor Holder**" shall mean the Sponsor and any of its Permitted Transferees.

"**Subscription Agreements**" shall mean, collectively, the several subscription agreements between the Company and certain investors, dated May 6, 2021, pursuant to which the Company agreed to issue and sell, in private placements closing immediately prior to the closing of the Business Combination, an aggregate of 20,000,000 shares of Common Stock, for a purchase price of $10.00 per share and an aggregate purchase price of $200,000,000 (the "**PIPE Shares**").

"**Underwriter**" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

"**Warrant(s)**" means the warrants of the Company.

2. REGISTRATION RIGHTS.

2.1 Demand Registration.

2.1.1 Request for Registration. At any time and from time to time, any of (i) Sponsor Holder or (ii) the holders of at least 20% in interest of the then-outstanding number of Registrable Securities (together with the Sponsor Holder, the "**Demanding Holders**") may make a written demand for registration under the Securities Act of all or part of their Registrable Securities, as the case may be (a "**Demand Registration**"). Any demand for a Demand Registration shall specify the number of shares of Registrable Securities proposed to be sold and the intended method(s) of distribution thereof. The Company will notify all holders of Registrable Securities of the demand within five (5) days after the Company's receipt of any such demand, and each holder of Registrable Securities who wishes to include all or a portion of such holder's Registrable Securities in the Demand Registration shall so notify the Company within fifteen (15) days after the receipt by the holder of the notice from the Company. Upon any such request, the Demanding Holders shall be entitled to have their Registrable Securities included in the Demand Registration, subject to Section 2.1.4 and the provisos set forth in Section 3.1.1. The Company shall not be obligated to effect more than one (1) Demand Registration for the Sponsor Holder and two (2) Demand Registrations for other holders of Registrable Securities under this Section 2.1.1.

2.1.2 Effective Registration. A registration will not count as a Demand Registration until the Registration Statement filed with the Commission with respect to such Demand Registration has been declared effective and the Company has complied with all of its obligations under this Agreement with respect thereto; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to a Demand Registration is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Demand Registration will be deemed not to have been declared effective, unless and until (i) such stop order or injunction is removed, rescinded or otherwise terminated, and (ii) a majority-in-interest of the Demanding Holders that have Registrable Securities included in such Demand Registration thereafter elect to continue the offering; provided, further, that the Company shall not be obligated to file a second Registration Statement until a Registration Statement that has been filed is counted as a Demand Registration or is terminated.

2.1.3 Underwritten Offering. If a majority-in-interest of the Demanding Holders so elect and such holders so advise the Company as part of their written demand for a Demand Registration, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering. In such event, the right of any holder to include its Registrable Securities in such registration shall be conditioned

upon such holder's participation in such underwriting and the inclusion of such holder's Registrable Securities in the underwriting to the extent provided herein. All Demanding Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such underwriting by a majority-in-interest of the holders initiating the Demand Registration.

2.1.4 Reduction of Offering. If the managing Underwriter or Underwriters for a Demand Registration that is to be an underwritten offering advises the Company and the Demanding Holders in writing that the dollar amount or number of shares of Registrable Securities which the Demanding Holders desire to sell, taken together with all other shares of Common Stock or other securities which the Company desires to sell and the shares of Common Stock, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights held by other shareholders of the Company who desire to sell, exceeds the maximum dollar amount or maximum number of shares that can be sold in such offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of shares, as applicable, the "**Maximum Number of Shares**"), then the Company shall include in such registration: (i) first, the Registrable Securities as to which Demand Registration has been requested by the applicable Demanding Holders (pro rata in accordance with the number of shares that each such Person has requested be included in such registration, regardless of the number of shares held by each such Person (such proportion is referred to herein as "**Pro Rata**")) that can be sold without exceeding the Maximum Number of Shares; (ii) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (i), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; and (iii) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other securities for the account of other Persons that the Company is obligated to register pursuant to written contractual arrangements with such Persons and that can be sold without exceeding the Maximum Number of Shares.

2.1.5 Withdrawal. If a majority-in-interest of the Demanding Holders that have Registrable Securities included in the Demand Registration disapprove of the terms of any underwriting or are not entitled to include all of their Registrable Securities in any offering, such majority-in-interest of the Demanding Holders may elect to withdraw from such offering by giving written notice to the Company and the Underwriter or Underwriters of their request to withdraw prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Demand Registration. If the majority-in-interest of the Demanding Holders that have Registrable Securities included in a Demand Registration withdraws from a proposed offering relating to such Demand Registration, then such registration shall not count as a Demand Registration provided for in Section 2.1.

2.1.6 Shelf Registration. The Company shall file within 45 days of the closing of the Business Combination, and use commercially reasonable efforts to cause to be declared effective as soon as practicable thereafter, a Registration Statement for a shelf registration on Form S-1 (the "**Form S-1 Shelf**") or, if the Company is eligible to use a Registration Statement on Form S-3, a shelf registration on Form S-3 (the "**Form S-3 Shelf**" and together with the Form S-1 Shelf, each a "**Shelf**"), in each case, covering the resale of all the Registrable Securities (determined as of two business days prior to such filing) on a delayed or continuous basis. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any subsequent Shelf) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3. Notwithstanding anything to the contrary herein, to the extent there is an active Shelf under this Section 2.1.6 covering an Investor's or Investors' Registrable Securities, and such Investor or Investors qualify as Demanding Holders pursuant to Section 2.1.1 and wish to request an underwritten offering from such Shelf, such underwritten offering shall follow the procedures of Section 2.1 (including Section 2.1.3 and Section 2.1.4) but such underwritten offering shall be made from the Shelf and shall count against the number of long form Demand Registrations that may be made pursuant to Section 2.1.1. The Company shall have the right to remove any persons no longer holding Registrable Securities from the Shelf or any other shelf registration statement by means of a post-effective amendment.

2.2 Piggy-Back Registration.

2.2.1 Piggy-Back Rights. If at any time the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into, equity securities, by the Company for its own account or for shareholders of the Company for their account (or by the Company and by shareholders of the Company including, without limitation, pursuant to Section 2.1), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing shareholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall (x) give written notice of such proposed filing to the holders of Registrable Securities as soon as practicable but in no event less than ten (10) days before the anticipated filing date, which notice shall describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, of the offering, and (y) offer to the holders of Registrable Securities in such notice the opportunity to register the sale of such number of shares of Registrable Securities as such holders may request in writing within five (5) days following receipt of such notice (a "**Piggy-Back Registration**"). The Company shall cause such Registrable Securities to be included in such registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration on the same terms and conditions as any similar securities of the Company and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All holders of Registrable Securities proposing to distribute their securities through a Piggy-Back Registration that involves an Underwriter or Underwriters shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Piggy-Back Registration.

2.2.2 Reduction of Offering. If the managing Underwriter or Underwriters for a Piggy-Back Registration that is to be an underwritten offering advises the Company and the holders of Registrable Securities in writing that the dollar amount or number of shares of Common Stock which the Company desires to sell, taken together with the shares of Common Stock, if any, as to which registration has been demanded pursuant to written contractual arrangements with Persons other than the holders of Registrable Securities hereunder, the Registrable Securities as to which registration has been requested under this Section 2.2, and the shares of Common Stock, if any, as to which registration has been requested pursuant to the written contractual piggy-back registration rights of other shareholders of the Company, exceeds the Maximum Number of Shares, then the Company shall include in any such registration:

(a) If the registration is undertaken for the Company's account: (A) first, the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Common Stock or other securities, if any, comprised of Registrable Securities, as to which registration has been requested pursuant to the applicable written contractual piggy-back registration rights of such security holders, Pro Rata, that can be sold without exceeding the Maximum Number of Shares; and (C) third, to the extent that the Maximum Number of shares has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other securities for the account of other Persons that the Company is obligated to register pursuant to written contractual piggy-back registration rights with such Persons and that can be sold without exceeding the Maximum Number of Shares;

(b) If the registration is a "demand" registration undertaken at the demand of Persons other than the holders of Registrable Securities, (A) first, the shares of Common Stock or other securities for the account of the demanding Persons that can be sold without exceeding the Maximum Number of Shares; (B) second, to the extent that the Maximum Number of Shares has not been reached under the foregoing clause (A), the shares of Common Stock or other securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Shares; (C) third, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A) and (B), collectively the shares of Common Stock or other securities comprised of Registrable Securities, Pro Rata, as to which registration has been requested pursuant to the terms hereof, that can be sold without exceeding the Maximum Number of Shares; and (D) fourth, to the extent that the Maximum Number of Shares has not been reached under the foregoing clauses (A), (B)

and (C), the shares of Common Stock or other securities for the account of other Persons that the Company is obligated to register pursuant to written contractual arrangements with such Persons, that can be sold without exceeding the Maximum Number of Shares.

2.2.3 Withdrawal. Any holder of Registrable Securities may elect to withdraw such holder's request for inclusion of Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of such request to withdraw prior to the effectiveness of the Registration Statement. The Company (whether on its own determination or as the result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw a Registration Statement at any time prior to the effectiveness of such Registration Statement. Notwithstanding any such withdrawal, the Company shall pay all expenses incurred by the holders of Registrable Securities in connection with such Piggy-Back Registration as provided in Section 3.3.

2.2.4 Any Piggy-Back Registration effected pursuant to this Section 2.2 shall not be counted as a Demand Registration effected pursuant to Section 2.1.

2.3 Registrations on Form S-3. The holders of Registrable Securities may at any time and from time to time, request in writing, pursuant to Rule 415 under the Securities Act (or any successor rule promulgated thereafter by the Commission), that the Company register the resale of any or all of such Registrable Securities on Form S-3 or any similar short-form registration which may be available at such time ("**Form S-3**"); provided, however, that the Company shall not be obligated to effect such request through an underwritten offering. Upon receipt of such written request, the Company will promptly, and in any event within five (5) days after the Company's receipt of such request, give written notice of the proposed registration to all other holders of Registrable Securities, and, as soon as practicable thereafter, effect the registration of all or such portion of such holder's or holders' Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities or other securities of the Company, if any, of any other holder or holders joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; provided, however, that the Company shall not be obligated to effect any such registration pursuant to this Section 2.3: (i) if the Form S-3 is not available for such offering; or (ii) if the holders of the Registrable Securities, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at any aggregate price to the public of less than $2,000,000. Registrations effected pursuant to this Section 2.3 shall not be counted as Demand Registrations effected pursuant to Section 2.1.

3. REGISTRATION PROCEDURES.

3.1 Filings; Information. Whenever the Company is required to effect the registration of any Registrable Securities pursuant to Section 2, the Company shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method(s) of distribution thereof as expeditiously as practicable, and in connection with any such request:

3.1.1 Filing Registration Statement. The Company shall use its best efforts to, as expeditiously as possible after receipt of a request for a Demand Registration pursuant to Section 2.1, prepare and file with the Commission a Registration Statement on any form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the sale of all Registrable Securities to be registered thereunder in accordance with the intended method(s) of distribution thereof, and shall use its best efforts to cause such Registration Statement to become effective and use its best efforts to keep it effective for the period required by Section 3.1.3; provided, however, that the Company shall have the right to defer any Demand Registration for up to sixty (60) days, and any Piggy-Back Registration for such period as may be applicable to deferment of any demand registration to which such Piggy-Back Registration relates, in each case if the Company shall furnish to the holders a certificate signed by the Chief Executive Officer, President or Chairman of the Board of Directors of the Company stating that, in the good faith judgment of the Board of Directors of the Company, it would be materially detrimental to the Company and its shareholders for such Registration Statement to be effected at such time; provided further, however, that the Company shall not have the right to exercise the right set forth in the immediately preceding proviso more than once in any 365-day period in respect of a Demand Registration hereunder.

3.1.2 Copies. The Company shall, prior to filing a Registration Statement or prospectus, or any amendment or supplement thereto, furnish without charge to the holders of Registrable Securities

included in such registration, and such holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus), and such other documents as the holders of Registrable Securities included in such registration or legal counsel for any such holders may request in order to facilitate the disposition of the Registrable Securities owned by such holders.

3.1.3 Amendments and Supplements. The Company shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements to such Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective and in compliance with the provisions of the Securities Act until all Registrable Securities and other securities covered by such Registration Statement have been disposed of in accordance with the intended method(s) of distribution set forth in such Registration Statement or such securities have been withdrawn.

3.1.4 Notification. After the filing of a Registration Statement, the Company shall promptly, and in no event more than two (2) business days after such filing, notify the holders of Registrable Securities included in such Registration Statement of such filing, and shall further notify such holders promptly and confirm such advice in writing in all events within two (2) business days of the occurrence of any of the following: (i) when such Registration Statement becomes effective; (ii) when any post-effective amendment to such Registration Statement becomes effective; (iii) the issuance or threatened issuance by the Commission of any stop order (and the Company shall take all actions required to prevent the entry of such stop order or to remove it if entered); and (iv) any request by the Commission for any amendment or supplement to such Registration Statement or any prospectus relating thereto or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and promptly make available to the holders of Registrable Securities included in such Registration Statement any such supplement or amendment; except that before filing with the Commission a Registration Statement or prospectus or any amendment or supplement thereto, including documents incorporated by reference, the Company shall furnish to the holders of Registrable Securities included in such Registration Statement and to the legal counsel for any such holders, copies of all such documents proposed to be filed sufficiently in advance of filing to provide such holders and legal counsel with a reasonable opportunity to review such documents and comment thereon, and the Company shall not file any Registration Statement or prospectus or amendment or supplement thereto, including documents incorporated by reference, to which such holders or their legal counsel shall object.

3.1.5 State Securities Laws Compliance. The Company shall use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or subject itself to taxation in any such jurisdiction.

3.1.6 Agreements for Disposition. The Company shall enter into customary agreements (including, if applicable, an underwriting agreement in customary form) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities. The representations, warranties and covenants of the Company in any underwriting agreement which are made to or for the benefit of any Underwriters, to the extent applicable, shall also be made to and for the benefit of the holders of Registrable Securities included in such registration statement. No holder of Registrable Securities included in such registration statement shall be required to make any representations or warranties in the underwriting agreement except, if applicable, with respect to such holder's organization, good standing, authority, title to Registrable Securities, lack of conflict of such sale with such holder's material agreements and organizational documents, and with respect to written information relating to such holder that such holder has furnished in writing expressly for inclusion in such Registration Statement.

3.1.7 Cooperation. The principal executive officer of the Company, the principal financial officer of the Company, the principal accounting officer of the Company and all other officers and members of the management of the Company shall cooperate fully in any offering of Registrable Securities hereunder, which cooperation shall include, without limitation, the preparation of the Registration Statement with respect to such offering and all other offering materials and related documents, and participation in meetings with Underwriters, attorneys, accountants and potential investors.

3.1.8 Records. The Company shall make available for inspection by the holders of Registrable Securities included in such Registration Statement, any Underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other professional retained by any holder of Registrable Securities included in such Registration Statement or any Underwriter, all financial and other records, pertinent corporate documents and properties of the Company, as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any of them in connection with such Registration Statement.

3.1.9 Opinions and Comfort Letters. Upon request, the Company shall furnish to each holder of Registrable Securities included in any Registration Statement a signed counterpart, addressed to such holder, of (i) any opinion of counsel to the Company delivered to any Underwriter and (ii) any comfort letter from the Company's independent public accountants delivered to any Underwriter. In the event no legal opinion is delivered to any Underwriter, the Company shall furnish to each holder of Registrable Securities included in such Registration Statement, at any time that such holder elects to use a prospectus, an opinion of counsel to the Company to the effect that the Registration Statement containing such prospectus has been declared effective and that no stop order is in effect.

3.1.10 Earnings Statement. The Company shall comply with all applicable rules and regulations of the Commission and the Securities Act, and make available to its shareholders, as soon as practicable, an earnings statement covering a period of twelve (12) months, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

3.1.11 Listing. The Company shall use its best efforts to cause all Registrable Securities included in any registration to be listed on such exchanges or otherwise designated for trading in the same manner as similar securities issued by the Company are then listed or designated or, if no such similar securities are then listed or designated, in a manner satisfactory to the holders of a majority of the Registrable Securities included in such registration.

3.1.12 Road Show. If the registration involves the registration of Registrable Securities involving gross proceeds in excess of $15,000,000, the Company shall use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any underwritten offering.

3.2 Obligation to Suspend Distribution. Upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1.4(iv), or, in the case of a resale registration on Form S-3 pursuant to Section 2.3 hereof, upon any suspension by the Company, pursuant to a written insider trading compliance program adopted by the Company's Board of Directors, of the ability of all "insiders" covered by such program to transact in the Company's securities because of the existence of material non-public information, each holder of Registrable Securities included in any registration shall immediately discontinue disposition of such Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such holder receives the supplemented or amended prospectus contemplated by Section 3.1.4(iv) or the restriction on the ability of "insiders" to transact in the Company's securities is removed, as applicable, and, if so directed by the Company, each such holder will deliver to the Company all copies, other than permanent file copies then in such holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice.

3.3 Registration Expenses. The Company shall bear all costs and expenses incurred in connection with any Demand Registration pursuant to Section 2.1, any Piggy-Back Registration pursuant to Section 2.2, and any registration on Form S-3 effected pursuant to Section 2.3, and all expenses incurred in performing or complying with its other obligations under this Agreement, whether or not the Registration Statement becomes effective, including, without limitation: (i) all registration and filing fees; (ii) fees and expenses of compliance with securities or "blue sky" laws (including fees and disbursements of counsel in connection with blue sky qualifications of the Registrable Securities); (iii) printing expenses; (iv) the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees); (v) the fees and expenses incurred in connection with the listing of the Registrable Securities as required by Section 3.1.11; (vi) Financial Industry Regulatory Authority fees; (vii) fees and disbursements of counsel for the Company and fees and expenses for independent certified public accountants retained by the Company (including the expenses or costs associated with the delivery of any opinions or comfort letters requested pursuant to Section 3.1.9); (viii) the reasonable fees and expenses of any special experts retained by the Company in connection with such registration and (ix) the reasonable fees and expenses of one legal counsel selected by the holders of a majority-in-interest of the Registrable Securities included in such registration. The Company shall have no obligation to pay any underwriting discounts or selling commissions attributable to the Registrable Securities being sold by the holders thereof, which underwriting discounts or selling commissions shall be borne by such holders. Additionally, in an underwritten offering, all selling shareholders and the Company shall bear the expenses of the Underwriter pro rata in proportion to the respective amount of shares each is selling in such offering.

3.4 Information. The holders of Registrable Securities shall provide such information as may reasonably be requested by the Company, or the managing Underwriter, if any, in connection with the preparation of any Registration Statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 2 and in connection with the Company's obligation to comply with Federal and applicable state securities laws.

3.5 Market Stand-off. In connection with any underwritten offering pursuant to a Demand Registration, if requested by the managing Underwriter or Underwriters of such underwritten offering, each participating holder will agree that it shall not transfer any shares of Common Stock or other equity securities of the Company held as of the date of pricing of such underwritten offering (other than those included in such offering pursuant to this Agreement), without the prior written consent of the managing Underwriter or Underwriters, during the ninety (90)-day period beginning on the date of pricing of such underwritten offering or such shorter period during which the Company agrees not to conduct an underwritten primary offering of Common Stock, except in the event the managing Underwriter or Underwriters of such underwritten offering otherwise agree in writing. For the avoidance of doubt, this restriction shall not apply to any shares of Common Stock acquired in open market transactions following the date of pricing of such underwritten offering.

4. INDEMNIFICATION AND CONTRIBUTION.

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless each Investor and each other holder of Registrable Securities, and each of their respective officers and directors and each Person, if any, who controls an Investor and each other holder of Registrable Securities (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) (each, an "**Investor Indemnified Party**"), from and against any expenses, losses, judgments, claims, damages or liabilities, whether joint or several, arising out of or based upon any untrue statement (or allegedly untrue statement) of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to such Registration Statement, or arising out of or based upon any omission (or alleged omission) to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration; and the Company shall promptly reimburse the Investor Indemnified Party for any legal and any other expenses reasonably incurred by such Investor Indemnified Party in connection with investigating and defending any such expense, loss, judgment, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such expense, loss, claim, damage or liability arises out of or is based upon any untrue statement or allegedly untrue statement or omission or alleged omission made in such Registration Statement, preliminary

prospectus, final prospectus, or summary prospectus, or any such amendment or supplement, in reliance upon and in conformity with information furnished to the Company, in writing, by such selling holder expressly for use therein. The Company also shall indemnify any Underwriter of the Registrable Securities and such Underwriter's respective officers and directors and each Person who controls such Underwriter on substantially the same basis as that of the indemnification provided above in this Section 4.1.

4.2 Indemnification by Holders of Registrable Securities. Each selling holder of Registrable Securities will, in the event that any registration is being effected under the Securities Act pursuant to this Agreement of any Registrable Securities held by such selling holder, indemnify and hold harmless the Company, each of its directors and officers and each Underwriter (if any), and each other selling holder and each other Person, if any, who controls another selling holder or such Underwriter within the meaning of the Securities Act, against any losses, claims, judgments, damages or liabilities, whether joint or several, insofar as such losses, claims, judgments, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or allegedly untrue statement of a material fact contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement to the Registration Statement, or arise out of or are based upon any omission or the alleged omission to state a material fact required to be stated therein or necessary to make the statement therein not misleading, if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by such selling holder expressly for use therein, and shall reimburse the Company, its directors and officers, and each other selling holder or controlling person for any legal or other expenses reasonably incurred by any of them in connection with investigation or defending any such loss, claim, damage, liability or action. Each selling holder's indemnification obligations hereunder shall be several and not joint and shall be in proportion to and limited to the amount of any net proceeds actually received by such selling holder from the sale of the applicable Registrable Securities pursuant to the Registration Statement.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any person of any notice of any loss, claim, damage or liability or any action in respect of which indemnity may be sought pursuant to Section 4.1 or 4.2, such person (the "**Indemnified Party**") shall, if a claim in respect thereof is to be made against any other person for indemnification hereunder, notify such other person (the "**Indemnifying Party**") in writing of the loss, claim, judgment, damage, liability or action; provided, however, that the failure by the Indemnified Party to notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to such Indemnified Party hereunder, except and solely to the extent the Indemnifying Party is actually prejudiced by such failure. If the Indemnified Party is seeking indemnification with respect to any claim or action brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in such claim or action, and, to the extent that it wishes, jointly with all other Indemnifying Parties, to assume control of the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume control of the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that in any action in which both the Indemnified Party and the Indemnifying Party are named as defendants, the Indemnified Party shall have the right to employ separate counsel (but no more than one such separate counsel) to represent the Indemnified Party and its controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, with the fees and expenses of such counsel to be paid by such Indemnifying Party if, based upon the written opinion of counsel of such Indemnified Party, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, consent to entry of judgment or effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such judgment or settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution.

4.4.1 If the indemnification provided for in the foregoing Sections 4.1, 4.2 and 4.3 is unavailable to any Indemnified Party in respect of any loss, claim, damage, liability or action referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or

payable by such Indemnified Party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties and the Indemnifying Parties in connection with the actions or omissions which resulted in such loss, claim, damage, liability or action, as well as any other relevant equitable considerations. The relative fault of any Indemnified Party and any Indemnifying Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such Indemnified Party or such Indemnifying Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

4.4.2 The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.4 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding Section 4.4.1.

4.4.3 The amount paid or payable by an Indemnified Party as a result of any loss, claim, damage, liability or action referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no holder of Registrable Securities shall be required to contribute any amount in excess of the dollar amount of the net proceeds (after payment of any underwriting fees, discounts, commissions or taxes) actually received by such holder from the sale of Registrable Securities which gave rise to such contribution obligation. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

5. RULE 144.

5.1 Rule 144. The Company covenants that it shall (i) make and keep public information available, as those terms are understood and defined in Rule 144, and (ii) file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act. The Company further covenants that it shall take such further action as any Investor holding Registrable Securities may reasonably request, all to the extent required from time to time to enable such Investor to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 (or any similar or successor rule thereto). Upon the request of any Investor, the Company shall deliver to such Investor (i) a copy of the most recent periodic report of the Company and such other reports and documents so filed by the Company with the Commission (it being understood that the availability of such report on the Commission's EDGAR system shall satisfy this requirement) and (ii) such other information as may be reasonably necessary to permit the Investor to sell its Registrable Securities pursuant to Rule 144 (or any similar or successor rule thereto) without registration.

6. MISCELLANEOUS.

6.1 Other Registration Rights. The Company represents and warrants that no person, other than the holders of the Registrable Securities and the holders of the PIPE Shares pursuant to the Subscription Agreements, has any right to require the Company to register any shares of the Company's capital stock for sale or to include shares of the Company's capital stock in any registration filed by the Company for the sale of shares of capital stock for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions (excluding the Subscription Agreements) and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.2 Assignment; No Third Party Beneficiaries. This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. This Agreement and the rights, duties and obligations of the holders of Registrable Securities hereunder may be freely assigned or delegated by such holder of Registrable Securities in conjunction with and to the extent of any transfer of Registrable Securities by any such holder. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties hereto, to the permitted assigns of the Investors or holder of Registrable Securities or of any assignee of the Investors or holder of Registrable Securities. This Agreement is not intended to confer any rights or benefits on any Persons that are not party hereto other than as expressly set forth in Article 4 and this Section 6.2.

6.3 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "**Notices**") required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be personally served, delivered by reputable air courier service with charges prepaid, or transmitted by hand delivery, facsimile or e-mail, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by facsimile or e-mail; provided, that if such service or transmission is not on a business day or is after normal business hours, then such notice shall be deemed given on the next business day. Notice otherwise sent as provided herein shall be deemed given on the next business day following timely delivery of such notice to a reputable air courier service with an order for next-day delivery.

To the Company:

Science 37, Inc. 600 Corporate Pointe, Suite 320
Culver City, California 90230
Attention: General Counsel/Chief Legal Officer
E-mail: [Redacted]

with a required copy to (which copy shall not constitute notice):

Latham & Watkins LLP
811 Main St., Suite 3700
Houston, Texas 77002
Attention: Ryan J. Maierson
Erika L. Weinberg
Thomas G. Brandt
E-mail: [Redacted]

To an Investor, to the address set forth beside such Investor's name on Exhibit A hereto.

6.4 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

6.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. The words "execution," signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

6.6 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

6.7 Term. This Agreement shall terminate on the earlier of (i) with respect to any Investor, the date on which such Investor no longer holds any Registrable Securities and (ii) the date as of which (A) all of the Registrable Securities have been sold pursuant to a Registration Statement (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder (or any successor rule promulgated thereafter by the Commission)) or (B) the holders of all Registrable Securities are permitted to sell the Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale and without compliance with the current public reporting requirements set forth under Rule 144(i)(2). The provisions of Article IV and Article V shall survive any termination.

6.8 Modifications and Amendments. No amendment, modification or termination of this Agreement shall be binding upon the holders of the Registrable Securities unless executed in writing by the holders of a majority in interest of the Registrable Securities at the time in question. Upon the written consent of the Company and the holders of a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one holder of Registrable Securities, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other holders of Registrable Securities (in such capacity) shall require the consent of the holder so affected. No course of dealing between any holder of Registrable Securities or the Company and any other party hereto or any failure or delay on the part of a holder of Registrable Securities or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any holder of Registrable Securities or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.9 Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

6.10 Waivers and Extensions. Any party to this Agreement may waive any right, breach or default which such party has the right to waive, provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

6.11 Remedies Cumulative. In the event that the Company fails to observe or perform any covenant or agreement to be observed or performed under this Agreement, the Investor or any other holder of Registrable Securities may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained in this Agreement or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement or to enforce any other legal or equitable right, or to take any one or more of such actions, without being required to post a bond. None of the rights, powers or remedies conferred under this Agreement shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

6.12 Governing Law. This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed within the State of New York, without giving effect to any choice-of-law provisions thereof that would compel the application of the substantive laws of any other jurisdiction.

6.13 Waiver of Trial by Jury. Each party hereby irrevocably and unconditionally waives the right to a trial by jury in any action, suit, counterclaim or other proceeding (whether based on contract, tort or otherwise) arising out of, connected with or relating to this Agreement, the transactions contemplated hereby, or the actions of the Investor in the negotiation, administration, performance or enforcement hereof.

6.14 Holder Information. Each holder of Registrable Securities agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such holder in order for the Company to make determinations hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.

COMPANY:

SCIENCE 37 HOLDINGS, INC.

By: /s/ David Coman
Name: David Coman
Title: Chief Executive Officer

INVESTORS:

LIFESCI HOLDINGS LLC

By: /s/ Andrew McDonald
Name: Andrew McDonald
Title: Managing Member

CHARDAN HEALTHCARE INVESTMENTS LLC

By: /s/ Steven Urbach
Name: Steven Urbach
Title: CEO

[Signature Page to Amended and Restated Registration Rights Agreement]

REDMILE PRIVATE INVESTMENTS II, L.P.

By: Redmile Private Investments II (GP), LLC, its general partner

By: Redmile Group, LLC, its managing member

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

REDMILE CAPITAL OFFSHORE II MASTER FUND, LTD.

By: Redmile Group, LLC, its investment manager

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

REDMILE STRATEGIC MASTER FUND, LP

By: Redmile Group, LLC, its investment manager

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

RAF, L.P.

By: RAF, GP, LLC, its general partner

By: /s/ Joshua Garcia
Name: Joshua Garcia
Title: Authorized Signatory

LUX VENTURES IV, L.P.

By: Lux Venture Partners IV, LLC, its general partner

By: /s/ Peter Herbert
Name: Peter Herbert
Title: Managing Director

LUX CO-INVESTMENT OPPORTUNITIES, L.P.

By: Lux Co-Invest Partners, LLC, its general partner

By: /s/ Peter Herbert
Name: Peter Herbert
Title: Managing Director

[Signature Page to Amended and Restated Registration Rights Agreement]

PHARMACEUTICAL PRODUCT DEVELOPMENT, LLC

By: /s/ Bhooshitha de Silva
Name: Bhooshitha de Silva
Title: Senior Vice President

[Signature Page to Amended and Restated Registration Rights Agreement]

EXHIBIT A

Name of Investor	Address
LifeSci Holdings LLC	250 W 55th St, #3401 New York, NY 10019
Chardan Healthcare Investments LLC	17 State Street, 21st Floor New York, NY 10004
Redmile Private Investments II, L.P.	c/o Redmile Group, LLC One Letterman Drive Building D, Suite D3-300 San Francisco, CA 94129
Redmile Capital Offshore II Master Fund, LTD.	c/o Redmile Group, LLC One Letterman Drive Building D, Suite D3-300 San Francisco, CA 94129
Redmile Strategic Master Fund, LP	c/o Redmile Group, LLC One Letterman Drive Building D, Suite D3-300 San Francisco, CA 94129
RAF, L.P.	c/o Redmile Group, LLC One Letterman Drive Building D, Suite D3-300 San Francisco, CA 94129
Lux Ventures IV, L.P.	1600 El Camino Real, Suite 290 Menlo Park, CA 94250
Lux Co-Investment Opportunities, L.P.	1600 El Camino Real, Suite 290 Menlo Park, CA 94250
Pharmaceutical Product Development, LLC	929 North Front Street Wilmington, NC 28401

SCHEDULE A

Sponsor Equityholders

LifeSci Holdings LLC
Chardan Healthcare Investments LLC

SCHEDULE B

Legacy Science 37 Equityholders

Redmile Private Investments II, L.P.
Redmile Capital Offshore II Master Fund, LTD.
Redmile Strategic Master Fund, LP
RAF, L.P.
Lux Ventures IV, L.P.
Lux Co-Investment Opportunities, L.P.
Pharmaceutical Product Development, LLC