

StudyTeam for Sponsors Terms of Service



STUDYTEAM FOR SPONSORS TERMS OF SERVICE

Effective as of 1 January 2018

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

NOTE TO REGISTERED USERS: THESE TERMS OF SERVICE APPLY ONLY TO REGISTERED USERS OF SPONSORS. IF YOU ARE A REGISTERED USER OF A CLINICAL RESEARCH SITE AS OPPOSED TO A SPONSOR, THEN THE TERMS OF SERVICE FOR SUCH CLINICAL RESEARCH SITE WILL BE GOVERNED EXCLUSIVELY BY THE STUDYTEAM FOR SITES TERMS OF SERVICE.

1. ACKNOWLEDGEMENT AND ACCEPTANCE.

a. These StudyTeam for Sponsors Terms of Service (this “**Agreement**”) governs your use of Reify Health, Inc.’s (“**Reify**”) online StudyTeam sponsor-related products and services (collectively, the “**Services**”) available through the applicable Reify web sites, located at <https://studyteamapp.com>, and mobile applications (collectively, the “**Sites**”, and each, a “**Site**”). Unless otherwise indicated, the term “**Sites**” as used throughout this Agreement shall include the public areas of a Site and any area or feature of a Site that is restricted to credentialed users of the Services that are granted access to password protected areas of the Site in accordance with the terms of this Agreement (each, a “**Registered User**” and such restricted area or features, “**Restricted Areas**”). For the purposes of this Agreement, “**you**” or “**your**” shall refer to you as a visitor of a Site or a Registered User, as the case may be (each, a “**User**”).

b. **CAUTION:** PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY. BY ACCESSING AND USING ANY SITE OR SERVICE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, REIFY’S PRIVACY POLICY (AS DEFINED BELOW), WHICH IS INCORPORATED BY REFERENCE HEREIN AND MADE AN INTEGRAL PART HEREOF. YOU REPRESENT AND WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER OR OTHERWISE HAVE THE AUTHORITY TO BIND THE USER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS OF USE, DO NOT USE ANY OF THE SITES OR SERVICES.

2. REIFY’S PRIVACY POLICY. Any confidential information provided by you in connection with your use of the Services, including, without limitation, any Registration Data (as defined below) or other personally identifiable information, will be treated in accordance with Reify’s Privacy Policy located at https://studyteamapp.com/StudyTeam_Privacy_Policy.html, as Reify may amend from time to time (the “**Privacy Policy**”). Except as expressly described in the Privacy Policy, Reify will not disclose any personally identifiable information about a User unless authorized by that User or unless Reify is required to do so by law or in the good faith belief that such action is reasonably necessary to: (a) conform with applicable laws or comply with legal process; (b) protect or defend the rights or property of Reify or any User or third party; or (c) enforce this Agreement. Your access to or use of any Site or Service constitutes your agreement to the Privacy Policy.

3. THE SERVICES. The Services consist of a technology platform that allows Registered Users to use the Sites to identify, evaluate, and procure clinical research services from clinical investigators and their staff and institutions during clinical research activities (“**Third Party Providers**”), and to observe, via the applicable Restricted Areas solely to the extent authorized by such Third Party Providers, the performance by such Third Party Providers of such clinical research services. By accepting this Agreement, you acknowledge that Reify is not a healthcare provider. Reify does not guarantee, and specifically disclaims responsibility for, the performance of any third parties with respect to the delivery of any clinical research services by such third parties.

4. LICENSE GRANT TO REGISTERED USERS.

a. Subject to the terms and conditions of this Agreement, Reify hereby grants you a non-exclusive, nontransferable, nonsublicenseable, limited right and license to access and use the Sites and the Services solely for your authorized, lawful, non-commercial, internal use and in accordance with any Documentation therefor and the terms and conditions of this Agreement. “**Documentation**” shall mean any and all specifications, user manuals and guides, training materials, technical information and other documentation and materials associated with the Services that are provided by Reify to each Registered User. References to the Services in this Agreement shall include the Documentation therefor. Except as set forth in this paragraph or as otherwise agreed by the parties in writing, no other right or license of any kind is granted by Reify to you hereunder with respect to the Sites or the Services. Any updates to the Services provided by Reify hereunder shall be deemed part of the Services and shall be subject to the terms and conditions of this Agreement.

b. Except as expressly permitted by this Agreement, you shall not, and shall not cause or permit any User or third party to: (i) reverse engineer, adapt, translate, copy, prepare derivative works from, disassemble, decompile, modify or change any portion of the Sites or the Services; (ii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols or labels appearing on or in the Sites or the Services; (iii) use any Sites, Services, data or Restricted Areas for any purpose other than in accordance with the terms and conditions of this Agreement, including, without limitation, for any public or commercial purpose, or any unlawful or unauthorized use or purpose or in violation of any third party intellectual property, privacy or other rights; (iv) copy any ideas, features, functions or graphics of the Sites or the Services; (v) transfer, sell, resell, give, distribute or sublicense the Sites or the Services to any third party; (vi) use the Sites or the Services in any service bureau arrangement or to provide a data extraction service to third parties; (vii) use the Sites or the Services in any way that deviates from the Documentation; (viii) grant any security interest in the Sites or the Services; or (ix) circumvent any encrypted data or gain or permit access to more materials or data than was licensed or use the Sites or Services in any manner which violates this Agreement, the Privacy Policy or any applicable agreements, consents, policies, rights, laws, rules or regulations. In the event of any violation of this paragraph, and in addition to any other remedies available to Reify, Reify may immediately terminate your access to and use of any Site or Service. Reify shall have the right to restrict and monitor your use of the Sites and Services in order to enforce the foregoing restrictions and the other terms and conditions of this Agreement.

c. You acknowledge and agree that (i) as between you and Reify, all right, title and interest in and to the Sites and the Services (including, but not limited to, copyright, patent, trade secret, trademarks, trade names, and all other intellectual property rights embodied in or associated therewith) are and shall remain the property of Reify, (ii) this Agreement in no way conveys any right or interest in the Sites or the Services other than the limited rights and licenses to use them as expressly set forth herein, (iii) the Sites and the Services are works protected by the intellectual property laws and related laws of the United States and other jurisdictions, and (iv) the Services and any non-public Site content are Confidential Information (as defined below) and subject to the obligations of confidentiality and nonuse set forth in this Agreement. All rights not expressly granted in this Agreement are reserved by Reify. Using, copying or storing any Site content or any Service other than for noncommercial, authorized, internal use is expressly prohibited without prior written permission from Reify.

d. If you are ever held or deemed to be the owner of any Site or Service or any part thereof, or any intellectual property rights therein or thereto, you hereby irrevocably and exclusively assign to Reify all right, title and interest in and to such Site or Service, and the intellectual property rights therein or thereto, in perpetuity, whether now or hereafter known or devised. To the extent that any applicable law prohibits or limits such assignment, you hereby grant to Reify an exclusive, perpetual, irrevocable, royalty-free, fully paid-up, transferable, sublicenseable (including through multiple tiers), worldwide right and license to access and use such Site or Service for any and all purposes. Upon Reify’s request, you shall take all such other actions, including, without limitation, the execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure and perfect the rights and interests of Reify in and to the Sites and the Services.

5. REGISTERED USER ACCESS AND CONDUCT.

a. Reify shall make the Restricted Areas of the Sites and the Services available to a Registered User pursuant to this Agreement from the date this Agreement is accepted by such Registered User until suspension or termination of

such access in accordance with this Agreement. Upon termination of this Agreement, a User's access and use of the Sites and Services shall immediately terminate.

b. The Sites and the Services are intended only for your authorized, noncommercial, internal use. As part of the registration process, you will identify a username and password that will serve as your login credentials for accessing the Restricted Areas of the Sites and the Services. You are responsible and liable for maintaining the confidentiality of your login credentials. You are entirely responsible and liable for any and all activities that occur under your login credentials. You will immediately notify Reify of any unauthorized use or access of the Restricted Areas that becomes known to you.

c. You acknowledge and agree that your access to products and services under this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Reify regarding future functionality or features.

d. Users may have the opportunity to post, stream, transmit or otherwise provide documents, files, information, data ideas, remarks, questions, comments, data, opinions or other content and data through use of the Sites and the Services (collectively, "**User Data**"). You are responsible and liable for any User Data that you post or otherwise provide through the Sites and the Services and for your access, use or disclosure of any User Data. Reify does not control the data or content that you or others may provide through the Sites and the Services, and Reify acts merely as a passive conduit for communications, data/content sharing and other activities among Users and Third Party Providers. Reify has the right, but not the obligation, to monitor any content posted or otherwise provided by Users of the Sites and the Services. Reify neither endorses nor is responsible for the accuracy or reliability of any User Data or other content posted or otherwise provided on a Site or through the Services. Under no circumstances will Reify be liable for any loss or damage or liability of any kind caused by reliance on or disclosure, access or use of any User Data on a Site or through the Services. Reify reserves the right at all times to refuse to post or to remove any User Data, in whole or in part, that in its sole discretion is inappropriate, objectionable or in violation of this Agreement. Reify will make commercially reasonable efforts to ensure that all facilities used to store and process your User Data meet generally accepted industry standards for security. For more information on our current practices and policies regarding data privacy, security and confidentiality, please see Reify's Privacy Policy. We may update our Privacy Policy as our practices and policies evolve over time.

e. In order for Reify to provide the Services for you, we require that you grant us rights to use, store, copy, modify, and process your User Data. Your acceptance of this Agreement gives Reify the permission to do so solely for the purposes of operating the Sites, providing the Services, and improving the Sites and Services. This includes allowing us to use third-party service providers in the operation, maintenance, support and administration of the Sites and the Services, and the rights granted to us are extended to such third parties to the extent reasonably necessary to operate, administer, maintain and support the Site and to provide the Services on our behalf.

f. You agree that, when using the Sites and the Services, you will act in a manner consistent with the goals thereof and, in addition to the other User restrictions set forth in this Agreement, you specifically agree that you will not (and you will not permit any User or third party to):

- intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulation or law;
- use any spider, robot or other automated device or automated or manual process to copy, monitor, or keep a database copy of any Site or Service content or any portion thereof;
- use the Sites or Services to create any fraudulent or false inquiry or account;
- transmit or post any abusive, threatening, unlawful, defamatory, libelous, false, misleading indications of origin or statements of fact, vulgar, obscene, indecent, sexually explicit, pornographic, profane or inflammatory material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or for any other purpose that is unlawful or prohibited by this Agreement;

- access or use the Sites or Services in any way that, in Reify’s sole discretion, adversely affects the function or performance thereof or any other networks or computer systems used by Reify, or infringes on Reify’s or any third party’s trademark, copyright, patent rights, rights of privacy or publicity or any other proprietary rights;
- transmit or upload to the Sites or Services, or use in connection with the Sites or Services, any software, device or routine that contains viruses, worms, time bombs, Trojan horses or other computer programming routines that may interfere with or attempt to interfere with, damage or in any way intercept the normal operation of the Sites or Services, or take any action that imposes an unreasonable load on our computing platform;
- post data or other information on or download data or other information from the Sites or Services unless you have all rights and authority necessary to do so in such manner;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material available on a Site or Service or through the use thereof;
- attempt to “crack,” “hack,” “bomb,” manipulate or otherwise gain unauthorized access to other User accounts, Reify servers, Reify software, or any areas of a Site or Service not intended for your access; or
- harvest, mine or otherwise collect or store personally identifiable information, except to the extent expressly authorized under and in accordance with this Agreement.

Violation of any of the restrictions above may, at any time without prior notice, result in a warning, temporary limit, or suspension or immediate termination of your account or your access to the Sites or Services, reporting of your conduct to authorities, or legal action, as may be appropriate in the sole discretion of Reify. You acknowledge that Reify is not responsible for and does not assume any liability for (i) any action or inaction by Reify related to any User or Third Party Provider conduct, data, content or communication in connection with the Sites or Services, or (ii) any User’s or Third Party Provider’s acts or omissions in connection with the use of any Site or Service, including, without limitation, granting or withholding access to or use or disclosure of any data. If you are or become aware of or experience any content, data sharing, activity or communication through or in connection with a Site or Service that appears to be in violation of the above, or in violation of any other provision of this Agreement, the Privacy Policy or any applicable agreement, consent, policy, right, law, rule or regulation, please inform Reify of any such violation by sending notification to business@reifyhealth.com.

g. Reify is pleased to hear from Users and welcomes your comments regarding the Sites and Services. If you send Reify your feedback, materials or ideas related to the Sites or Services (“**User Feedback**”), please understand that by submitting such information to Reify, you irrevocably assign to Reify, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such User Feedback. For the avoidance of doubt, User Feedback does not include data input by a Registered User through any Site that is necessary for the use of the Services. Reify will be entitled to use any User Feedback that you submit through a Site or Service for any purpose whatsoever without restriction and without compensating you in any way, and by submitting any such information and materials, you represent to Reify that you have the right to do so and to assign to Reify all rights thereto.

6. FEES. You agree to pay Reify any fees set forth in this Agreement or in supplemental schedules for access to the Restricted Areas of the Sites and for the Services (“**Fees**”). At present, Reify does not charge you any Fees for accessing the Restricted Areas of the Sites and for the Services; however, Reify reserves the right to charge Fees for such access in the future. Reify will notify you of any such Fees in accordance with Section 17 or Section 21, and provide you with the opportunity to affirmatively accept continued access to such Fee-bearing Restricted Areas and Services. You will not incur any Fees unless you affirmatively accept to incur such Fees for continued access to the Restricted Areas and Services. If you do not affirmatively accept to incur such Fees, then Reify may terminate your access to such Restricted Areas and Services.

7. PAYMENTS TO THIRD PARTY PROVIDERS. Your use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider (“**Third Party Provider Charges**”). After you have received services or goods obtained through your use of the Services, Reify will facilitate your payment of the

applicable Third Party Provider Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent. Payment of the Third Party Provider Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Such payments of Third Party Provider Charges are intended to fully satisfy compensation for services and goods rendered under the terms of this Agreement. You retain the right to negotiate lower Third Party Provider Charges with the Third Party Provider for services or goods to be delivered to you by the Third Party Provider.

8. TERMINATION.

a. In addition to any other rights and remedies available to Reify hereunder, your access to and use of the Sites and/or the Services may be terminated as follows:

i. By you or Reify, at any time and for any reason, upon thirty (30) days' prior written notice to the other party; provided, that you will continue to incur any Fees in effect until the effective date of such termination and provided that such termination will not affect any payment obligations accruing under Section 6 prior to the effective date of such termination.

ii. In the event that you breach any term or condition of this Agreement, Reify may terminate your access and use of the applicable Sites and/or Services (as the case may be) upon written notice to you.

iii. In the event you make a general assignment for the benefit of creditors, apply for or consent to the appointment of a receiver, trustee or liquidator for substantially all of your assets or such a receiver, trustee or liquidator is appointed, you have filed against you an involuntary petition of bankruptcy that has not been dismissed within thirty (30) days thereof, or you file a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or seek to take advantage of any other law relating to relief of debtors, or have wound up or liquidated your business, then Reify may terminate your access and use of the applicable Sites and/or Services (as the case may be) upon written notice to you.

b. Upon termination of your access to and use of any Site or Service, you agree to immediately (i) cease accessing and using such Site or Service, (ii) pay in full any remaining balance of Fees and any other sums outstanding that are then due and payable hereunder, and (iii) return to Reify all Confidential Information then in your possession or control.

c. The obligations in this Agreement which are intended by their terms to survive the termination of this Agreement shall so survive, including without limitation any confidentiality, intellectual property or indemnification obligations or any disclaimers of warranties or limitations of liability. No termination shall release you from any obligations under this Agreement that accrued prior to such termination.

9. COPYRIGHT NOTIFICATION. Reify does not permit copyright infringing activities and other infringement of intellectual property rights on the Sites, and Reify will remove content if properly notified that such content infringes on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content in any area of a Site infringes upon or otherwise conflicts with your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Reify’s designated Copyright Agent with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

a. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

b. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

c. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

d. information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number and an electronic mail address;

e. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please contact Reify's designated Copyright Agent at business@reifyhealth.com to send notifications of claimed infringement. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Reify through the Contact Us area of a Site. You hereby acknowledge and agree that if you fail to comply with all of the requirements listed above, your DMCA notice may not be valid.

10. TRADEMARKS. Reify, Reify's logo, and any product and service names, trademarks, service marks and other proprietary indicia of Reify are owned by Reify or its licensors, as applicable (the "**Reify Marks**"). You agree not to display, reproduce or otherwise use in any manner the Reify Marks without Reify's prior written permission in each instance.

11. LINKS. The Sites or Services may provide links to other web sites or resources. Reify is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Reify shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources. Reify provides these links and references to you only as a convenience. Unless otherwise expressly stated, a link does not imply Reify's endorsement, sponsorship or recommendation of, or affiliation with, the linked site or its content, and Reify does not accept any responsibility therefore.

12. MOBILE DEVICES AND MOBILE APPLICATIONS. If you use the Mobile App or any mobile device or application to access any of the Sites or Services optimized for viewing via a mobile device, the following additional terms and conditions ("**Mobile Terms**") also apply to you. Your access to the Sites or Services via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the terms in this Agreement. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Sites or Services. All such charges are billed by and payable to your mobile service provider. You understand that wireless through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of a mobile application, based on the type of mobile device on which you install and use any mobile application and/or any mobile application platform.

13. CONFIDENTIAL INFORMATION. Any non-public Site or Service content, information or feature, including, without limitation, any data, personally identifiable information or other information available via any Site or Service, which was not provided by you, and any non-public content or information available on or through any Restricted Area, will be considered "**Confidential Information**". Confidential Information shall also include, but not be limited to, the terms of this Agreement, the Services and any other confidential or proprietary information disclosed or made available by or on behalf of Reify to you, in any format or medium, in connection with this Agreement or any Site or Service. You may only use or disclose Confidential Information in accordance with the terms and for the purpose of this Agreement. You may not disclose Confidential Information to any individual or entity (other than your employees, contractors and advisers with a bona fide need to know such Confidential Information and under at least equivalent obligations of confidentiality), except to the extent required by applicable law or expressly authorized by Reify in writing. You agree to take the same measures to protect the confidentiality of all Confidential Information as you take to protect your own confidential information, but no less than a reasonable level of care. You shall return, or at Reify's election destroy (and certify to such destruction) all Confidential Information immediately upon the earlier of Reify's request or termination of this Agreement. You shall be responsible and liable for all unauthorized access, use or disclosure of Confidential Information by you,

under your account or login, or by any individual or entity that directly or indirectly receives Confidential Information from you. You shall immediately notify Reify in detail of any unauthorized access, disclosure or use of any Confidential Information, and you shall provide all reasonable assistance and take all commercially reasonable actions, at your expense and in consultation and coordination with Reify, to remedy any such security breach or unauthorized act or omission. You agree that any actual or threatened breach of this paragraph would cause irreparable harm to Reify, that money damages will not provide an adequate remedy and that Reify is entitled to seek (without limiting any other rights or remedies and without posting any bond) an injunction or other equitable relief.

14. DISCLAIMER OF WARRANTIES.

a. THE USE OF THE SITES AND/OR THE SERVICES IS AT THE USER'S SOLE RISK. THE SITES AND THE SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. REIFY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, INTEGRATION, COMPLETENESS OR TIMELINESS AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. REIFY FURTHER DISCLAIMS ALL WARRANTIES AS TO (I) THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE SITES OR SERVICES, (II) THE AVAILABILITY OF THE SITES OR THE SERVICES AT ANY PARTICULAR TIME OR LOCATION, (III) THE CORRECTION OF ANY DEFECTS OR ERRORS IN THE SITES OR THE SERVICES, (IV) THAT THE SITES OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (V) THAT SITES OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (VI) THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY VENDORS WITH RESPECT TO THE DELIVERY OF CLINICAL RESEARCH SERVICES FOR THE USER, (VII) THE QUALITY OR SAFETY OF ANY DRUG SUBSTANCE OR MEDICAL DEVICE OTHER ITEM PROVIDED IN CONNECTION WITH ANY CLINICAL TRIAL THAT INVOLVES THE USE OF THE SITES OR THE SERVICES, OR (VIII) ANY ACTION OR OMISSION OF ANY USER OR THIRD PARTY PROVIDER OR ANY DATA OR OTHER INFORMATION PROVIDED, SHARED OR USED BY ANY USER OR THIRD PARTY PROVIDER. REIFY DOES NOT WARRANT THAT ANY DEFECTS IN THE SITES OR THE SERVICES WILL BE CORRECTED OR THAT THE SITES OR THE SERVICES WILL MEET THE USER'S REQUIREMENTS OR WILL ACHIEVE THE RESULTS INTENDED BY THE USER.

b. REIFY IS NOT RESPONSIBLE FOR THE ACCURACY, AUTHORIZATION, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS OR COPYRIGHT OF ANY DATA PROVIDED, ACCESSED, DISCLOSED OR USED BY ANY USER OR THIRD PARTY PROVIDER.

c. ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES OR SERVICES IS DONE AT THE USER'S OWN DISCRETION AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE USER'S COMPUTER SYSTEM OR LOSS OF DATA OR OTHER LIABILITY THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM REIFY OR THROUGH ANY SITE OR SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

15. INDEMNIFICATION. You agree to indemnify, defend and hold harmless Reify and its affiliates, directors, officers, employees and agents (each, an "**Indemnitee**"), from any claim, demand, liability, expense or loss, including reasonable attorneys' fees (collectively, "**Loss**"), due to or arising out of, or in any way connected with your use of or access to any Site or Service or any content, data or information therein, your violation of any obligations under this Agreement, your use, or the use by any other person, of your login credentials or your gross negligence or willful misconduct; provided, however, that you shall have no obligation to indemnify any Indemnitee for any Loss to the extent that such Loss is caused by the gross negligence or willful misconduct of Reify. Reify reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you under this Section 15, and you shall not in any event settle any matter without written consent of Reify. You will cooperate as fully as reasonably required in Reify's defense of any claim.

16. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL REIFY BE LIABLE TO THE USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE PROPERTY, EVEN IF REIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REIFY'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE THIRTY (30) DAYS PRECEDING SUCH INCIDENT; PROVIDED, THAT IN NO EVENT SHALL REIFY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER.

17. ELECTRONIC COMMUNICATIONS. When you visit the Sites or Services or send emails to Reify, you are communicating with Reify electronically. You consent to receive communications from Reify electronically. Reify may communicate with you by email or by posting notices on the Sites or Services. You agree that all agreements, notices, disclosures and other communications that Reify provides to you electronically satisfy any legal requirement that such communications be in writing.

18. EXPORT REGULATIONS. The Sites are controlled and offered by Reify from its facilities in the United States of America, and all Services are provided solely for access and use in the United States. Reify makes no representations that the Sites or the Services are appropriate or available for use in other jurisdictions. If you are a non-U.S. resident and you access any Site or Service, you do so at your own risk and are responsible for compliance with local laws and regulations. You may not access, download, use, interact with, transfer or export the Sites or Services or any Site or Service content, including, without limitation, any Service, in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations. In the event you transfer, access or use, or causes or permit the transfer, access or use of, any Site or Service in violation of the foregoing provisions of this paragraph, (a) you shall assume all risk and responsibility therefor and you shall indemnify Reify from any damage, harm or liability incurred by Reify, its affiliates or licensors arising therefrom; and (b) you shall comply with all applicable United States export laws and regulations and any other laws and regulations applicable thereto.

19. FORCE MAJEURE. Reify shall not be deemed to be in default hereunder, nor shall it be held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, earthquake, flood, fire, storm or other natural disaster, epidemic, accident, explosion, act of God, act of terrorism, lockout, strike, riot, insurrection, civil disturbance or armed conflict, or act of sabotage; provided, that Reify shall (a) have given you written notice thereof within a reasonable timeframe given the circumstances, and (b) take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure upon which such notice is based.

20. MODIFICATION, WAIVERS, INTEGRATION, SEVERABILITY. Reify may modify, add or remove any portion of this Agreement at any time and from time to time. Notification of such changes will be posted on the Sites or Services, or otherwise provided to you in writing, and will be effective immediately thereafter. Your continued use of the Sites and/or the Services (as applicable) constitutes your agreement to abide and be bound by such terms, as modified. Should you object to any modification, your sole recourse is to terminate your use of the Sites and/or the Services. Subject to any right to access and use the Site or any Service that is granted pursuant to this Agreement, Reify reserves the right to modify or discontinue the Sites or Services (or any portion thereof), temporarily or permanently, with or without notice to you, and is not obligated to support or update the Sites or Services. No delay or failure on the part of either party in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy. No waiver whatsoever shall be valid unless in writing, signed by the party to be charged, and then only to the extent therein set forth. This Agreement constitutes the entire agreement of the parties with respect to the matters contemplated hereby. The invalidity or unenforceability of any one or more sections of this Agreement shall not affect the validity or enforceability of its remaining provisions, and each provision of this Agreement shall be effective to the maximum extent permissible under applicable law.

21. NOTICES. Any notice or other communication required or permitted to be made under this Agreement may be delivered in person, by United States certified or registered mail, by a nationally-recognized overnight courier or, as provided in Section 17, by electronic means. Except as otherwise provided herein, a notice shall be effective (a) upon receipt, if delivered in person; (b) three (3) days after deposit into the United States mail, if sent by certified or registered mail; (c) twenty-four (24) hours after deposit with a nationally-recognized overnight courier; and (d) as provided in Section 17, if sent by other electronic means. In each case, such notice to any party shall be made to the address of such party (i) in the case of Reify, indicated below, (ii) in the case of a Registered User, indicated in the registration form or (iii) in the case of any other User, as otherwise provided by such User. User shall notify Reify of a change of its address for receiving notices in accordance with this paragraph. Notwithstanding anything to the contrary set forth in this paragraph, any notice or other communication required or permitted to be made by Reify under this Agreement may be delivered electronically in accordance with Section 17.

22. ASSIGNMENT. You shall not assign or otherwise transfer this Agreement, in whole or in part, by operation of law or otherwise, or delegate or subcontract any of its rights or obligations hereunder, without Reify's prior written consent. Any attempted transfer or delegation by you without Reify's consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

23. GOVERNING LAW AND DISPUTE RESOLUTION. By accessing and using the Sites and/or the Services, you agree with Reify that all matters arising from or relating to the use and operation thereof will be governed by and interpreted in accordance with laws of the State of Delaware, without reference to principles of conflicts of law. The parties expressly waive and disclaim the applicability of the Uniform Computer Information Transactions Act (UCITA), as may be adopted in any jurisdiction, and the United Nations Convention on the International Sale of Goods. In the event of a dispute, we agree to work together in good faith to attempt to resolve such dispute. If we are unable to resolve the dispute within thirty (30) days, then either one of us may at any time thereafter submit such dispute to final and binding arbitration in accordance with the terms of this paragraph. Excepting injunctive or equitable relief which may be brought before a court of competent jurisdiction, all disputes arising out of the Agreement that cannot be amicably resolved by us shall be finally settled by binding arbitration in accordance with the terms hereof. Any one of us may demand arbitration by sending written notice to the other. The arbitration shall be conducted by a single member arbitrator mutually agreed by us in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), as such rules may be modified by the Agreement. The arbitration shall apply the law of the State of Delaware and shall be held in Wilmington, Delaware. The award or decision of the arbitrator pursuant to this paragraph shall be binding and conclusive. The arbitrator shall have the authority to award actual money damages (with interest on unpaid amounts from the date due), but the arbitrator shall not have the authority to award exemplary or punitive damages, and each of us expressly waives any claimed right to such damages. The costs and expenses of the arbitration shall be shared equally by us. All arbitration shall be undertaken pursuant to the Federal Arbitration Act, and the decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

24. RELATIONSHIP BETWEEN PARTIES. The parties to this Agreement are independent contractors with respect to each other. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties.

25. ACKNOWLEDGMENT. You acknowledge that you have read and understand this Agreement (including, without limitation, the Privacy Policy) and that this Agreement has the same force and effect as a signed agreement.

Reify Health, Inc.
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