

Terms of Use

PhaseV Trials Inc.

1. ACCEPTANCE OF TERMS

The following terms and conditions (“**Terms**”) govern your (“**you**” or “**user**”) use of the proprietary PhaseV Trials Inc. platform (the “**Platform**”). By accessing, using, or purchasing a subscription to the Platform (including via AWS Marketplace or any authorized reseller), you agree to be bound by these . If you are acting on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms, and “you” or “your” refers to such entity. If you do not have such authority, or if you do not agree to these Terms, you must not use or access the Platform. These Terms are effective as of the earlier of (a) the date you first access or use the Platform, including via a free trial or Evaluation (as defined below), or (b) the date you purchase a subscription to the Platform via AWS Marketplace or any other authorized reseller. These are not contingent on delivery of any future functionality or features, or dependent on any oral or written public comments made by PhaseV regarding future functionality or features.

2. DEFINITIONS

- 2.1. For purposes of these Terms, the following terms have the meanings set forth below. Other capitalized terms used but not defined herein have the meanings set forth elsewhere in these Terms.
- 2.2. “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than 50% of the voting interests of such entity.
- 2.3. “**Authorized User**” means any individual you authorize to access and use the Platform under your account, subject to PhaseV’s approval and user limits set forth in your Order. You are responsible for all acts and omissions of each Authorized User with respect to the use of the Platform, and you agree to provide PhaseV with updated lists of Authorized Users upon request.
- 2.4. “**Confidential Information**” means any non-public, proprietary, or other information disclosed by PhaseV to you, whether in written, oral, electronic, or other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, technical data, trade secrets, know-how, product plans, business and marketing plans, strategies, forecasts, financial information, and any information relating to the Platform, its features, performance, security, or pricing. Your User Data (as defined below) is also considered your Confidential Information. PhaseV’s Confidential Information does not include information that: (a) is

or becomes generally known to the public through no act or omission by you; (b) was rightfully known to you prior to disclosure by PhaseV without restriction on use or disclosure; (c) is lawfully received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by you without use of or reference to PhaseV's Confidential Information.

- 2.5. “**Documentation**” means any user guides, manuals, instructions, or other materials provided by PhaseV relating to the Platform.
- 2.6. “**Evaluation**” means any free trial, evaluation, or proof-of-concept access to the Platform provided by PhaseV.
- 2.7. “**Evaluation Period**” shall have the meaning set forth in Section 4.2.
- 2.8. “**Order**” means a subscription order for the Platform placed via AWS Marketplace or any other authorized reseller.
- 2.9. “**Subscription Period**” means the period for which you have purchased access to the Platform, as set forth in the applicable Order.
- 2.10. “**User**” means any individual authorized by you to access and use the Platform under your account.
- 2.11. “**User Data**” means all information submitted or transmitted by you or on your behalf through or to the Platform and/or to PhaseV for the purpose of using the Platform in accordance with these Terms, including information about users' interactions with the Platform . For the avoidance of doubt, User Data expressly excludes: (a) any clinical trial data (whether identifiable or non-identifiable); (b) any patient-level data; and (c) any Personal Data/Personally Identifiable Information (as defined in applicable data protection laws).
- 2.12. Other capitalized terms used but not defined herein have the meanings set forth in these Terms.

3. ORDERING AND SUBSCRIPTION VIA AWS MARKETPLACE

- 3.1. **Ordering via AWS Marketplace.** If you purchase a subscription to the Platform via AWS Marketplace, these Terms automatically apply and constitute the entire agreement between you and PhaseV with respect to your use of the Platform. No further action or signature is required by either party. Your purchase, renewal, or use of the Platform via AWS Marketplace constitutes acceptance of these Terms.
- 3.2. **Order Confirmation.** The details of your subscription (including subscription period, fees, and usage limits) will be as set forth in the AWS Marketplace order confirmation or as otherwise communicated to you via AWS Marketplace. In the event of any conflict between these Terms and the AWS Marketplace order confirmation, these Terms shall control as between you and PhaseV.

- 3.3. **No Customer-Specific Terms.** These Terms are intended for general applicability and do not require or permit the inclusion of customer-specific details. Any additional or conflicting terms in a purchase order, business form, or other documentation provided by you are expressly rejected and will have no effect.

4. EVALUATION AND FREE TRIALS

- 4.1. **Evaluation Use.** If PhaseV makes the Platform available to you for Evaluation purposes, your use of the Platform during the Evaluation is subject to these Terms. The Platform is provided “AS IS” and without warranty or support of any kind, and PhaseV shall have no indemnification obligations or liability of any type with respect to your use of the Platform during the Evaluation. The Evaluation Period will be as communicated by PhaseV or as set forth in the AWS Marketplace listing.
- 4.2. **Evaluation Period.** The Evaluation period shall commence on the date that PhaseV provides you with access to the Platform for Evaluation purposes and shall continue for the duration specified by PhaseV in writing, or as otherwise set forth in the AWS Marketplace listing. Unless otherwise agreed in writing by PhaseV, the Evaluation period shall not exceed thirty (30) days. Any extension of the Evaluation period must be expressly authorized in writing by PhaseV.
- 4.3. **Termination of Evaluation.** PhaseV may terminate or suspend your access to the Platform during the Evaluation Period at any time, for any reason, without notice. Upon expiration or termination of the Evaluation, your right to access the Platform will immediately cease, and any data or configurations entered during the Evaluation may be permanently lost unless you purchase a paid subscription prior to the end of the Evaluation Period.

5. FEES AND PAYMENT

Access to the Platform beyond any Evaluation Period is subject to a full upfront payment of the applicable subscription fee as determined between PhaseV and you (the “**Subscription Fee**”) for the agreed subscription period (the “**Subscription Period**”), as set forth in your Order via AWS Marketplace or any other authorized reseller. All fees non-cancelable and non-refundable except as expressly set forth in these Terms.

6. AUTHORIZED USERS AND USE RESTRICTIONS

- 6.1. You shall only permit Authorized Users to access the Platform via an account setup during the onboarding process by PhaseV. You are solely responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under such account, whether during an Evaluation or Subscription Period. You agree to immediately notify PhaseV of any unauthorized use or suspected unauthorized use of your account or any other security breach related to account access.

PhaseV cannot and will not be liable for any loss or damage arising from unauthorized access to your account due to your failure to comply with these security requirements.

- 6.2. You will not (and will not permit any Authorized User or other employee or third party to): (a) resell, lease, rent, sublicense, distribute, provide access to (on a time-share, outsourcing or service bureau basis), or otherwise make available the Platform to anyone other than Authorized Users; (b) use the Platform to intentionally upload, send, or store unlawful material or material containing harmful code; (c) decompile, disassemble, reverse engineer, or otherwise seek to obtain the source code or non-public APIs to the Platform, except to the extent expressly permitted by these Terms or applicable Law; (d) remove or obscure any proprietary or other notices contained in the Platform; (e) reproduce or disclose the Platform or its user interface to any third party or keep any copies or documentation of the Platform in its possession following the applicable Subscription Period; (f) use the Platform, or any insight, result, derivative, idea or conclusion from the Platform for the benefit of a third party or for commercial use of any kind; or (g) use the Platform in violation of applicable laws or regulation.
- 6.3. You will safeguard and ensure that all of your Authorized Users safeguard the access codes, passwords, training documents and any other information provided to Authorized Users to access and use the Platform.
- 6.4. You will promptly notify PhaseV if you learn of any unauthorized access to, use or disclosure of any above-mentioned materials or any other known or suspected breach of security as it relates to the Platform.
- 6.5. PhaseV has the right to update, improve or change the Platform, at its sole discretion.
- 6.6. If you wish to disclose to a third party, use, leverage, base on, or otherwise exploit any discovery, result, insight, design, idea, information, data or improvement generated on or by the Platform or from use of the Platform, for any external use (whether commercial or not) it will require advanced authorization from PhaseV. PhaseV may provide such authorization at its sole discretion, and which authorization PhaseV may condition under terms determined by PhaseV.

7. INTELLECTUAL PROPERTY AND USER DATA

- 7.1. PhaseV retains all right, title and interest in and to the Platform and any documentation and/or guidance relating to the Platform, including any revisions, additions, changes corrections, modifications, enhancements, customization, updates and/or upgrades thereto (including any changes or customization made following feedback or requests by the Company as part of the Customization) and any intellectual property rights associated therewith the (“**PhaseV IP**”). Nothing contained in these Terms will give you any right, title, or interest in the Platform, the PhaseV IP or any part thereof, except for the limited use rights expressly set forth in these Terms.

- 7.2. All ideas, comments, use cases, suggestions, improvements and the like, whether written or oral, furnished or disclosed or made available by you to PhaseV, including such ideas, comments, suggestions and improvements of Authorized Users, in connection with access to and use of the Platform (all such comments and suggestions, collectively, the “**Feedback**”), shall be the sole and exclusive property of PhaseV. You hereby assign to PhaseV, on behalf of yourself and your Authorized Users, all right, title and interest worldwide in and to the Feedback.
- 7.3. PhaseV shall own all right, title, and interest in and to any improvements, enhancements, modifications, or derivatives of the Platform, regardless of whether such improvements were suggested by or developed using User Data or Feedback. All such improvements shall constitute part of the PhaseV IP and shall be subject to the license restrictions set forth in these Terms.
- 7.4. For clarity, User Data does not include any information belonging to PhaseV or its licensors, including without limitation: any material, content or data provided by PhaseV as part of the Platform, authentication and security information, or marketing and commercial information. In addition, User Data does not include any publicly available or otherwise accessible data that is sourced to the Platform and was not owned or licensed exclusively by you prior to the Evaluation Period or the Subscription Period. User Data will remain exclusively owned by you.
- 7.5. You grants PhaseV a non-exclusive, worldwide, royalty-free and fully paid license to use, process, store, analyze, create derivative information from, aggregate, and make available to its subcontractors the User Data during the Evaluation Period, Subscription Period and thereafter as necessary for purposes of providing the Platform’s services, improving the Platform, developing new features, and creating anonymized benchmarks and analytics. This license shall survive the termination of these Terms to the extent necessary for PhaseV’s ongoing business operations and Platform development.
- 7.6. PhaseV will use and will require any subcontractors to use industry standard organizational, administrative, physical and technical safeguards to protect User Data, in accordance with all applicable laws and regulations as well as industry requirements and standards, such as ISO 27001 certification, HIPAA and quality and GCP requirements.

8. **CONFIDENTIAL INFORMATION**

- 8.1. **Obligations.** You agree not to disclose, directly or indirectly, any PhaseV’s Confidential Information to any person who is not authorized in writing by PhaseV. For the avoidance of doubt, the aforesaid shall not prevent you from disclosing Confidential Information to your employees, agents and consultants on a need-to-know basis for solely the purpose of carrying out these Terms and you use of the Platform (collectively the “**Representatives**”), provided that such Representatives are bound by confidentiality undertakings at least as restrictive as those set forth herein and further provided that you

shall be fully liable for any unauthorized disclosure of PhaseV's Confidential Information by your Representatives. You shall use, store, keep and process PhaseV's Confidential Information only for the purposes and in a manner agreed upon in these Terms. You shall take all reasonable steps to preserve the PhaseV's Confidential Information you receive under these Terms in confidence and to prevent disclosure thereof to third parties. You shall use the same degree of care that is used to preserve and safeguard your own proprietary technical information and data, provided that such a degree of care shall not be lower than the standard degree of care in the industry.

- 8.2. **Notification of Breach.** You shall promptly notify PhaseV in writing upon discovery of any unauthorized use or disclosure of PhaseV's Confidential Information and shall cooperate with PhaseV to prevent further unauthorized use or disclosure and to mitigate any potential harm resulting therefrom.
- 8.3. **Compelled Disclosure.** If you are required by law, regulation, or court order to disclose any of PhaseV's Confidential Information, you will (to the extent legally permitted) provide PhaseV with prompt written notice of such requirement so that PhaseV may seek a protective order or other appropriate remedy. You will cooperate with PhaseV in any effort to obtain confidential treatment for such information. Any information disclosed pursuant to this section will remain Confidential Information for all other purposes.
- 8.4. **Return or Destruction.** Upon termination or expiration of the Subscription Period or the Evaluation Period, or upon PhaseV's written request, you will promptly return or destroy all of PhaseV's Confidential Information in your possession or control, except as required to be retained by applicable law or for recordkeeping purposes, in which case such information will remain subject to the confidentiality obligations herein for so long as it is retained.
- 8.5. **Remedies.** You acknowledge that any unauthorized use or disclosure of PhaseV's Confidential Information may cause irreparable harm to PhaseV for which monetary damages may be inadequate. In the event of any such breach or threatened breach, PhaseV will be entitled to seek injunctive or other equitable relief, in addition to any other remedies available at law or in equity.

9. TERM AND TERMINATION OF THE SUBSCRIPTION

- 9.1. PhaseV reserves the right to limit or revoke, suspend or terminate your access to and/or use of the Platform for cause, including but not limited to: (i) violation of these Terms by you or any Authorized User; (ii) non-payment of fees not cured within ten (10) days after written notice; (iii) violation of applicable law; (iv) actions that create a security, privacy or legal risk to the Platform, PhaseV or any third party; and (v) any other material breach of these Terms ("**Termination for Cause**"). Separately, PhaseV may terminate the Subscription for convenience (including discontinuing of the Platform or

any feature) upon thirty (30) days' prior written notice ("**Termination for Convenience**"). If the Subscription Period expires or is terminated for any reason, PhaseV may, without further notice, deny your access to the Platform. Upon termination, all access rights and/or licenses granted to you shall automatically expire, and you shall immediately cease using the Platform; and pay PhaseV any and all applicable Subscription Fees and payments due as of termination.

- 9.2. **Refunds.** In case of PhaseV's Termination for Convenience, you will be entitled to a pro-rata refund of any prepaid Subscription Fees covering the period after the effective date of termination. No refunds apply to Termination for Cause. If purchased via the AWS Marketplace, any refund will be processed through the marketplace and is subject to its then-current policies. The foregoing refund is your sole and exclusive remedy for a termination for convenience
- 9.3. Upon the termination, all of your and each Authorized User's right to use the Platform will immediately cease, and you will immediately return to PhaseV any materials, presentations, guides, documentation or other materials related to the Platform.

10. REPRESENTATIONS AND WARRANTIES.

- 10.1. **Harmful Code Prevention Activities.** PhaseV represents and warrants that it has implemented industry standard practices to: (a) screen for and eliminate harmful code with respect to operation of the Platform; and (b) scan for, identify, and remove any harmful code from the Platform. The following shall not be deemed harmful code: (i) a user authentication feature through the user interface that permits an Authorized User to access the Platform; (ii) keys that deactivate evaluations of the Platform after a period of time; or (iii) keys which prevent the Platform from being used other than as specified in these Terms.
- 10.2. **Mutual Representations.** Each of us represents and warrants that: (a) it has validly entered into these Terms and has the legal power to do so; and (b) its execution, delivery and performance of these Terms does not contravene, conflict with, or result in a violation of any of the terms or requirements of any legal or contractual requirement or order to which it may be subject.
- 10.3. **Disclaimer.** EXCEPT AS EXPRESSLY STATED HEREIN ABOVE, THE PLATFORM, INCLUDING ANY OUTPUT THAT MAY ARISE THEREFROM, IS PROVIDED "AS IS" AND EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, PHASEV DOES NOT MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND PHASEV EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY.

- 11.1. To the maximum extent permitted by applicable law and except for instances of PhaseV's intentional misconduct or willful violation of law, in no event will PhaseV be liable to you for any punitive, exemplary, multiple, direct, indirect, consequential, special, or lost profits damages arising from or relating to your use of the Platform and these Terms, whether foreseeable or unforeseeable, even if advised of the possibility of such damages.
- 11.2. In the event that, despite the aforementioned limitation of liability, any competent authority finds PhaseV liable, then except for instances of PhaseV's intentional misconduct or willful violation of law, such liability shall not exceed the amount of 10,000 USD.

12. GENERAL PROVISIONS

- 12.1. **Relationships of the Parties.** PhaseV and you acknowledge and agree that each is acting as an independent contractor with respect to all matters arising under these Terms and your use of the Platform. Nothing in these Terms shall be construed to create any partnership, joint venture, agency, fiduciary, or employment relationship between PhaseV and you, and neither of us shall have any authority to bind or obligate the other in any manner whatsoever.
- 12.2. **Assignability.** You may not assign and/or transfer and/or subrogate your rights under these Terms without the prior written consent of PhaseV.
- 12.3. **Notices.** Except as otherwise provided, all communications and notices required under these Terms may be provided by PhaseV via email, posting within the Platform or posting on the AWS Marketplace product page. You are responsible for keeping your contact information up to date.
- 12.4. **Entire Terms of the Parties.** The recitals and the exhibits constitute an integral part of these Terms. These Terms constitute the entire Terms between PhaseV and you relating to the Platform and supersede all prior written or oral understandings, agreements or representations by or between PhaseV and you with respect to these subjects.
- 12.5. **Waiver.** Failure of PhaseV to insist on strict performance by the other in one or more instances shall not be deemed a waiver of any rights under these Terms, nor shall it affect future enforcement of any term or condition. A waiver is only valid if it is in writing, signed by PhaseV, and specifically references these Terms.
- 12.6. **Survival.** Any provisions of these Terms which by their nature should survive termination shall so survive, including but not limited to provisions relating to

confidentiality, intellectual property, disclaimers, limitations of liability, and indemnification.

- 12.7. **Force Majeure.** PhaseV shall not be liable for any failure to perform its obligations hereunder due to a cause beyond its reasonable control, including without limitation, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, war, terrorism, or acts of God such as fires, floods, electrical storms, pandemic, and natural catastrophes (each a “**Force Majeure**”).
- 12.8. **Severability.** If any provision of these Terms is held invalid, void, or unenforceable to any extent, that provision will be enforced to the greatest extent permitted by law and the remainder of these Terms and application of such provision to other persons or circumstances will not be affected.
- 12.9. **Governing Law; Place of Jurisdiction.** These Terms shall be exclusively governed and interpreted in all respects by the Laws of the State of New York, NY. Any dispute, controversy or claim arising under, out of or relating to these Terms (and subsequent amendments thereof), its valid conclusion, binding effect, interpretation, performance, breach or termination, including tort claims, shall be exclusively referred to the competent courts of New York, NY.