

## CONTENTS

---

INTRODUCTION AND DEFINITIONS
ACCEPTANCE OF THE TERMS OF USE
THE INVESTIGATOR REGISTRY AND THIRD-PARTY APPLICATIONS
SIP ACCESS AND ACCOUNT SECURITY
PRIVACY
ELECTRONIC COMMUNICATIONS
YOUR CONDUCT AND USE OF SIP
INTELLECTUAL PROPERTY RIGHTS
YOUR CONTRIBUTIONS AND REGISTRATION DATA
COPYRIGHT INFRINGEMENT
DISCLAIMER OF WARRANTY
LIMITATION OF LIABILITY
TERMINATION
LIMITATION OF TIME TO FILE CLAIMS
GOVERNING LAW AND JURISDICTION
ENTIRE AGREEMENT
COMMENTS AND CONCERNS

---

## INTRODUCTION AND DEFINITIONS

Welcome to the Shared Investigator Platform (“**SIP**”). SIP is a shared platform that facilitates collaboration between investigative sites and Sponsors in multiple clinical trials and other research studies (“Sponsors”). A list of Participating Sponsors for the SIP is available [here](#). Clinical trials and other research studies are collectively referred to as “Studies”.

As an investigator or site staff member at an investigative site, you have been invited to register and include your profile information in the System. Your profile information will then be made available to all Sponsors, who may select you to participate in the Sponsor’s Studies.

When investigators register on SIP, they consent to have their profile information shared with the Investigator Registry (the “**Registry**”). The Registry is a shared repository of business contact details for consenting investigators and study participation information. The Registry allows Participating Sponsors to more quickly identify and recruit qualified

investigators to conduct clinical trials. A list of current Participating Sponsors for the Registry is available [here](#).

The SIP, which is operated by Cognizant Technology Solutions U.S. Corporation (“**Cognizant**”) and the Registry, which is operated by DrugDev, Inc. (“**DrugDev**”) are collectively the “**System**”.

The Platform is provided only for the benefit of clinical trial investigators, nurses, clinical research personnel and other personnel identified by the Participating Sponsors, Cognizant, or DrugDev (“Authorized Users”). If you are not an Authorized User, you are not permitted to use the Platform.

### ACCEPTANCE OF THE TERMS OF USE

This document sets forth the terms and conditions (together with the documents referred to in these terms and conditions, collectively, the “**Terms**”), which apply to your use of SIP.

**By accessing or using the Platform, you signify that you have read, understood, and agree to be bound by these Terms of Use (“TOU” or “Terms”). Your use of the SIP is also subject to the SIP/IR [Privacy Policy](#), which covers how Sponsors collect, use, share, and store your personal information.**

Cognizant and the Sponsors may revise and update these Terms at any time by amending this document.

All such changes take effect once posted. Your continued use of SIP following the posting of any revised Terms means that you accept and agree to the changes. Where the changes are significant, Cognizant and the Sponsors will provide notice on the SIP site, or by other means, of the revised Terms. Cognizant and the Sponsors will not change these Terms in a manner that materially and adversely changes the use and your rights to use SIP without reasonable advance notice.

Please note that this document does not govern the relationship between Sponsors, sites, and investigators with respect to the conduct of clinical trials, nor is it intended to conflict with or supersede any clinical trial agreement between a site and Sponsor.

### THE INVESTIGATOR REGISTRY AND THIRD-PARTY APPLICATIONS

Cognizant has collaborated with other companies to enhance the functionality and security of SIP, and to include additional services, such as the Investigator Registry. Cognizant is not responsible for the services provided by others, or their respective terms and conditions.

**DrugDev, Inc, a subsidiary of IQVIA**, provides the Investigator Registry, a platform solution that serves as a repository of consenting investigator contact details, study metrics, and enrollment data across participating Sponsors for the purpose of site selection and study planning. DrugDev references various data sources to verify accurate and up-to-date details about your professional profile, and produce a record used by Sponsors.

The Investigator Registry contains investigator contact information, site profile information, and other data related to investigators and sites, and can be accessed by Sponsors, sites, and investigators through SIP. Participating Sponsors of the Registry can also access the information through the Registry.

For more information on the Registry, please consult the SIP/IR privacy policy, available [here](#).

**ExoStar LLC**, provides single sign-on access to SIP through certain third part sites and associated identity, credentialing, and access solutions to verify users of SIP and reduce the risk of security incidents.

ExoStar has a separate terms of use, which is available at <https://www.exostar.com/Terms-of-Access/>; and a separate privacy policy, available [here](#).

The SIP also includes:

- SumTotal, a subsystem of SIP which provides learning management systems for sites, provided by SumTotal Systems.
- SafeDX, a module of SIP which allows for exchange of safety data and related documents between sites and Sponsors engaged in clinical trials.

### SIP ACCESS AND ACCOUNT SECURITY

You acknowledge that your account credentials are personal to you and you agree not to provide any other person with access to SIP using your user name, password or other security information. You agree to change your password on a regular basis and keep your login ID and password confidential. Please use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You are responsible for all activities that occur under your password or account.

You agree to: (a) immediately notify Cognizant of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Cognizant will not be liable for any loss or damage arising from your failure to safeguard your account or password.

You are responsible for adequate protection and backup of all materials, and content that you upload to, download from, otherwise create, or use with the Service, and/or equipment you use in connection with the Service.

Cognizant has the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use. Cognizant uses reasonable industry standard security technologies in providing SIP and has implemented and will maintain appropriate administrative, physical and technical measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of data residing in SIP.

### PRIVACY

Please read the [SIP/IR Privacy Policy](#), which sets out which personal information Sponsors collect, and what it is used for.

Where applicable, the relevant consent necessary for the processing of personal data will be obtained through a separate form.

### ELECTRONIC COMMUNICATIONS

When you visit SIP or send emails to Cognizant or a Sponsor, you are communicating electronically. You agree that all agreements, notices, disclosures and other communications that those entities provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by those entities electronically are deemed to be given and received on the date those entities transmit any such electronic communication as described in these Terms.

### YOUR CONDUCT AND USE OF SIP

You may use SIP only for lawful purposes and in accordance with these Terms. You agree to use SIP (or any part of it) in accordance with all applicable laws relevant to the jurisdiction from which you access SIP.

You agree that in using SIP you will not:

- a. use SIP in any way that may lead to the encouragement, procurement or carrying out of any criminal or other activity that violates any applicable federal, state, local and international law or regulation;
- b. use SIP in a manner that infringes the rights of another person, firm or company (including, without limitation, the Intellectual Property Rights, confidentiality rights or rights of privacy);
- c. introduce or transfer through SIP material that is defamatory, libelous, obscene, offensive, threatening, or that may cause annoyance or inconvenience;
- d. use SIP to impersonate or attempt to impersonate Cognizant, DrugDev or Sponsors or one of their employees, another user or person or entity (including the use of e-mail-addresses associated with any of the foregoing);
- e. engage in conduct that restricts or inhibits anyone's use or enjoyment of SIP, or which, as determined by Cognizant, may harm us or users of SIP or expose them to liability;
- f. transfer files to or through SIP that contain viruses, Trojans, worms or anything else that is malicious or technologically harmful or that may interfere with, interrupt or disrupt the normal operation of the Service;
- g. use SIP in a way to cause it to be interrupted, overburdened, damaged, rendered less efficient or in a way so that the effectiveness or functionality of SIP is impaired;
- h. use SIP to send any unsolicited advertising or other promotional material or any form of solicitation by email or by any other means;

- i. do anything that would seek to bypass or interfere with any security features of SIP, or interfere with any of Cognizant's websites, servers, or network;
- j. use any robot, spider or other automatic device, process or means to access SIP;
- k. attempt to gain unauthorized access to any part or component of SIP, the server on which SIP is stored or any server, computer or database connected to SIP;
- l. attack SIP via a denial-of-service attack or a distributed denial-of-service attack, or upload files that contain an active hypertext link to another website;
- m. use SIP as a system of record or as a primary means to meet any obligations for creating, maintaining and/or archiving electronic or digital records relating to a GxP requirement; and
- n. upload or submit to SIP the following types of personal information (collectively, **"Prohibited Data"**):
  - (i) sensitive personal data, including, but not limited to (data which reveals an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, health data and genetic data or biometric data);
  - (ii) government-issued identification numbers (including social security numbers, driver's license numbers or state-issued identified numbers);
  - (iii) financial account numbers, credit card numbers, debit card numbers, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account;
  - (iv) information about any proceedings for any offence committed or alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings; or
  - (v) Study patient data.

If you upload or submit Prohibited Data to SIP by mistake, please contact Cognizant promptly for assistance in getting the Prohibited Data removed promptly. Cognizant is not liable for any unauthorized or unlawful processing of Prohibited Data intentionally submitted to SIP.

If you believe another user of SIP has misused SIP and/or uploaded or submitted Prohibited Data, please contact Cognizant as soon as possible. However, if you have a claim against another user of SIP arising out of that user's use of your information, you agree to pursue such right, claim or action independently of and without recourse to Cognizant.

### INTELLECTUAL PROPERTY RIGHTS

**"Intellectual Property Rights"** means copyrights; rights in Marks; rights in patents, patent applications and inventions (whether or not patentable or reduced to practice); rights in Confidential Information; methods by which services are performed and the processes that make up services; know-how; trade secrets; publicity and privacy rights; and, if any apply, moral rights.

**“Marks”** means a party’s registered and common law trademarks, trade names, trade dress, service marks, logos, designs, domain names and other marks.

The Cognizant, DrugDev, ExoStar and Sponsor names, and any other names and logos of other third parties and all related names, logos, product and service names, designs and slogans are trademarks of each of the respective entities, or their affiliates or licensors. You must not use such marks without the prior written permission of the respective owner. Other company, product and service trademarks are Marks of their respective owners.

Cognizant, the Cognizant logo, Cognizant.com, Cognizant Shared Investigator Platform and Cognizant SIP and the names of the modules or components within SIP are registered trademarks, common law trademarks, trade names, service marks or logos of Cognizant or its affiliates.

Any Study documentation associated with Studies in which you participate and any documents you upload to SIP at a Sponsor’s request is the confidential information of that Sponsor and may contain trade secrets. As between Cognizant and Sponsors, Sponsors own all Intellectual Property Rights embodied in, and related to, such Study documentation, related documents and their derivatives.

SIP and its documentation are the confidential information of Cognizant and contain Cognizant trade secrets. Cognizant, or its licensors, own all Intellectual Property Rights embodied in and related to SIP and its derivatives.

You must not delete, obscure or alter any copyright, trademark or other proprietary rights notice from copies of materials obtained from SIP.

Your use of SIP and its contents does not grant you any rights to Cognizant’s Intellectual Property or the intellectual property of Sponsors or third parties.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on SIP, except as follows:

- a. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- b. You may store files automatically cached by your Web browser for display enhancement purposes.
- c. You may print or download copies of reports and other documents generated by SIP for your use in administering Studies. You must not delete, obscure or alter any copyright, trademark or other proprietary rights notices from copies of materials from SIP.
- d. If Cognizant provides desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your use in administering Studies, provided you agree to be bound by our end user license agreement for such applications.



You may only share confidential information obtained through SIP with those personnel reasonably necessary to conduct Studies. If you have any questions, please contact the trial Sponsor for guidance.

### YOUR PROFILE

Your use of SIP involves providing certain personal information about yourself (e.g., name, email address ) and your experience as an investigator in Studies ("**Profile Information**"). You agree to: (a) provide true, accurate, current and complete Profile Information as prompted or requested; and (b) maintain and promptly update your Profile Information to ensure it is accurate, current and complete.

You are responsible for the content, data, information and messages that you post, upload, distribute or otherwise make available using SIP ("**User Contributions**"). For example, you may elect to share study documents through SIP with a Sponsor. You agree that Cognizant and the Sponsors may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your choices (including settings). You acknowledge that you are responsible for any User Contributions you enter or submit, and you, not Cognizant or the Sponsors, have sole responsibility for such content, including its legality, reliability, accuracy, and appropriateness. You agree to update, revise, and remove if no longer current, your User Contributions.

Please see the SIP/IR [Privacy Policy](#) for more information about account and content deletion.

### DISCLAIMER OF WARRANTY

Cognizant takes reasonable precautions to prevent viruses and malicious code on SIP. However, you are responsible for configuring your information technology, computer programs and platform in order to access the Service. You should use your own virus protection software and you are responsible for ensuring that anything downloaded from SIP is suitable for use on your computer or device and is free from viruses and malicious code. Accordingly, Cognizant is not liable for any loss or damage caused by a distributed denial of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of SIP or your downloading of any material accessed via SIP, or on any platform linked to SIP.

YOUR USE OF SIP, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH SIP IS AT YOUR OWN RISK. SIP, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH SIP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COGNIZANT AND/OR SPONSORS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF SIP. WITHOUT LIMITING THE FOREGOING, NEITHER COGNIZANT NOR SPONSORS REPRESENTS OR WARRANTS THAT SIP, ITS CONTENT OR ANY SERVICES OBTAINED THROUGH SIP WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT SIP OR THE SERVER THAT MAKES IT

AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT SIP OR ANY SERVICES OBTAINED THROUGH SIP WILL MEET YOUR NEEDS OR EXPECTATIONS.

COGNIZANT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW OR THAT APPLY TO A SPONSOR THROUGH AN AGREEMENT WITH COGNIZANT.

### **LIMITATION OF LIABILITY**

TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT

COGNIZANT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS

AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COGNIZANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE;

(ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR

TRANSACTIONS ENTERED INTO THROUGH, FROM OR AS A RESULT OF THE SERVICE;

(iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

(iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR

(v) ANY OTHER MATTER RELATING TO THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **MONITORING, ENFORCEMENT AND TERMINATION**

Cognizant and Participating Sponsors reserve the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of SIP.

Cognizant and Participating Sponsors may co-operate with law enforcement authorities or court orders requesting Cognizant to disclose the identity of or locate anyone in breach



of the “**YOUR CONDUCT AND USE OF SIP**” section above or otherwise for the prevention or detection of crime or the apprehension or prosecution of offenders. To the extent permitted by applicable law, you agree to hold Cognizant and Participating Sponsors harmless from any claims resulting from any action taken as a result of these investigations by law enforcement authorities.

Cognizant and Participating Sponsors may investigate any reported breach of these Terms or complaints and take any action that is reasonable and appropriate, including removing any of your information or materials, issuing warnings, suspending, restricting or terminating your access. Cognizant will provide you with reasonable notice, given the circumstances, before taking any action. However, in order to protect the security and integrity of SIP, Cognizant may, without prior notice, suspend, restrict or terminate your access to SIP if Cognizant has reasonable grounds to believe that you have breached any of the restrictions in the “**YOUR CONDUCT AND USE OF SIP**” section above.

### **LIMITATION OF TIME TO FILE CLAIMS**

Any cause of action or claim arising out of or relating to these Terms must be commenced within one year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

### **JURISDICTION**

If there is any dispute, controversy, or claim of any kind arising out of or relating in any way to these Terms or the breach of these Terms (each a “**Dispute**”), either Party to the Dispute may at any time apply to a court with appropriate jurisdiction solely to **(a)** seek interim or provisional relief necessary to protect its rights or property pending the resolution of a Dispute, including injunctive relief and specific performance, or **(b)** enter or enforce any final and binding arbitration award. Otherwise, any Dispute that cannot be resolved through informal negotiations must be settled by final and binding arbitration administered by the International Centre for Dispute Resolution under the International Dispute Resolution Procedures – International Arbitration Rules (available at [WWW.ICDR.ORG](http://WWW.ICDR.ORG)), unless a Party is prohibited by law from agreeing to binding arbitration, in which case, it may bring suit in the appropriate court. The Parties waive any right to mediate a Dispute. In-person hearings or meetings with the arbitrator(s) will be held in New York, New York or London, England, or other location if agreed to by the parties to the Dispute. The existence of a Dispute or the content or result of any award will constitute the Confidential Information of both Parties. All informal and formal negotiations between the Parties regarding a Dispute will be treated as compromise and settlement negotiations under applicable rules of evidence and no written or oral statements of position or offers of settlement made during the informal or formal Dispute resolution process will be offered into evidence for any purpose, or constitute an admission or waiver of rights by either Party. In no event will any of the following apply to these Terms: the Uniform Computer Information Transaction Act, the United Nations Convention on Contracts for the International Sale of Goods (1980), or the Uniform Commercial Code of any state or country having or claiming jurisdiction.

## **ENTIRE AGREEMENT**

Except with respect to an Investigator Agreement between Cognizant and you and/or your site which expressly supersedes these Terms, these Terms constitute the sole and entire agreement between you and Cognizant with respect to your use of SIP and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

## **COMMENTS AND CONCERNS**

Thank you for visiting SIP. If you have any comments, questions, or requests for technical support, please contact Cognizant at [SIPhelp@cognizant.com](mailto:SIPhelp@cognizant.com).

## **COPYRIGHT INFRINGEMENT**

To report a claim of copyright infringement, please send an email to Cognizant at [SIPhelp@cognizant.com](mailto:SIPhelp@cognizant.com) and provide the following information:

- (i) name of person/entity complaining, including contact information;
- (ii) identification and location of infringing material;
- (iii) a statement citing a good faith belief that the material is infringing; and
- (iv) a statement made that the information contained in the complaint is accurate and that the copyright holder authorizes the complaint.