



Laboratory Trial Management System (“LTMS”) and LTMS Portal Terms of Use

1. **ACCESS AND USE:** Your access and use of the LTMS portal to view LTMS data is subject to the following terms and conditions and constitutes acceptance of these terms (“Terms of Use”). (Collectively LTMS and LTMS portal shall mean “LTMS Portal”) Q SQUARED reserves the right to modify these Terms of Use at any time without giving you prior notice. Your use of the Web site following any such modification constitutes your agreement to follow and be bound by the Terms of Use as modified.
 - a. For so long as Q Squared makes it available, you may access and use the LTMS through the LTMS portal solely in accordance with these Terms of Use and any limitations, restrictions or permissions specified herein, including, but not limited to geographic territory, number of users, and/or permitted uses. You agree not to access or use the LTMS Portal outside the scope of the rights that are expressly granted by Q SQUARED in the Terms of Use.
 - b. You will not and will not permit third parties to use the LTMS Portal to operate the business of a third party, or to act as a service bureau or provider of application services to any third party, or to otherwise rent, lease, or use the LTMS Portal in a resale capacity.
 - c. You are solely responsible for compliance with applicable laws relevant to your access and use of the LTMS Portal including applicable privacy laws.
 - d. At each time you access LTMS Portal you shall ensure that you log on to the portal using your unique identification and password and ensure that you log off as soon as you have completed your review on the LTMS Portal.
 - e. You must change your unique password to access the LTMS Portal at least every 90 days with a new password.
 - f. You must accept these Terms of Use upon initial access to the LTMS Portal and every subsequent time a change has been made to the LTMS Terms of Use including any change to your unique password to access the LTMS Portal.
 - g. **Your Obligations:** Q SQUARED is not responsible for any harm caused by you, including by individuals who were not authorized to have access to the LTMS Portal but who were able to gain access because your usernames, passwords or accounts were not terminated on a timely basis in your local identity management infrastructure or your local computers. You agree, if and to the extent applicable with respect to the LTMS Portal: (i) to provide the technology and facilities, including access to the internet and an up-to-date and fully supported browser, as required to use them; (ii) to complete the implementation and set-up process as required by Q SQUARED to access them; (iii) that you are responsible for maintaining the confidentiality of passwords and account information required for access to them, and for all acts that occur in connection with your account; (iv) to immediately notify Q SQUARED of any unauthorized use of use of your account, breach of security, or loss or theft of user names or passwords; (v) to abide by all applicable local, state, national and international law and regulations, and not to use the LTMS Portal for

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2. PRIVACY POLICY See <https://www.q2labsolutions.com/privacy-policy>

3. Q SQUARED MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE LTMS PORTAL OR THE CONTENT. Q SQUARED EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE MICROSITE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE LTMS PORTAL. Q SQUARED DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE LTMS PORTAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE LTMS PORTAL WILL BE CORRECTED. Q SQUARED DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE LTMS PORTAL AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

4. LIMITATION OF LIABILITY

- a. IN NO EVENT WILL Q SQUARED BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE LTMS PORTAL OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE LTMS PORTAL; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE LTMS PORTAL AND /OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE LTMS, PORTAL, OR THE CONTENT, EVEN IF Q SQUARED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE LTMS PORTAL, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE LTMS PORTAL.**
- b. BECAUSE SOME STATES AND CERTAIN COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES AND CERTAIN COUNTRIES, Q SQUARED'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.**