



Colliga Apps Corporation  
Miami, Florida  
[www.colligaapps.com](http://www.colligaapps.com)

## PARTICIPANT COLLIGA APPS LICENSE AGREEMENT

This Participant Colliga App License Agreement (“**Agreement**” or “**Participant Terms**”) is a binding agreement between you (“**Participant**” or “**you**”) and Colliga Apps (“**Colliga Apps**”) and is effective as of the date you indicate your acceptance as explained below. This Agreement governs your use of the downloadable Colliga Apps’ software application including all related documentation and services (the “**Colliga App**”). The Colliga App is licensed, not sold, to you. Please read this Agreement carefully before using the Colliga App. By using the Colliga App, you agree to be bound by this Agreement and any applicable research study plan in which you participate, and our Privacy Policy. To the extent applicable, this Agreement supplements any other Terms of Use that governs your relationship with Colliga Apps.

A link to a Portable Document Format (PDF) version of this Agreement can be found here:  
[https://colliga.io/wp-content/uploads/2022/03/privacy\\_policy.pdf](https://colliga.io/wp-content/uploads/2022/03/privacy_policy.pdf)

The terms “we”, “us” “our” and similar terms refer to the company and maker of the Colliga App, Colliga Apps. The terms “you,” “your,” “Participant,” and similar terms refer to you, public users of our services and research participants. “Researchers” refer to third party research study organizers and investigators. “Participant Terms” or “Agreement” as used herein refers to this Agreement, the Privacy Policy, and any other applicable terms and conditions. Other capitalized terms may be defined below.

### 1. Acceptance

This Agreement, which includes our Privacy Policy, is a binding legal agreement and govern your use of the Colliga App, including all features and functionalities, updates, notifications and our user interfaces, and all content and software associated therewith. By checking the “I accept” boxes during the account set up or by downloading and using the Colliga App, you accept and agree to be bound by this Agreement. If you do not agree to this, you are not authorized to use, and you should not use, the Colliga App.

**BY CLICKING THE “AGREE” BUTTON YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.**

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

You understand and agree that the Colliga App is a platform for making research studies organized and managed by third party researchers (“Researchers”) available to you. You recognize that Researchers are not agents or employees of Colliga Apps, and are not under the supervision or control of Colliga Apps. Researchers use the technological infrastructure provided by Colliga Apps to collect data from you and other Participants from your devices.

You understand that Colliga Apps will not supervise any research study in which you participate. Colliga Apps does not monitor Researchers or research studies, or play any role in the participation of Participants in research studies.

You understand that by participating in research studies through Colliga Apps, you will be providing third party Researchers personal data about yourself, including personal, health, and biometric data collected using your personal devices.

You acknowledge that the Researchers are not employed by or agents of Colliga Apps, and are not authorized to act on behalf of Colliga Apps in performing any research study, and that Colliga Apps is not liable for any acts or activities performed by Researchers.

I hereby completely and irrevocably release Colliga Apps, its affiliated entities, and their respective administrators, officers, employees and directors (collectively, the “Colliga Apps Released Parties”) from liability for any and all errors and omissions, including negligent acts, known or unknown, foreseen or unforeseen, as well as all claims, actions, or damages arising from or in connection with my participation in any research study using the Colliga App. Furthermore, I agree that the Colliga Apps Released Parties have no liability or responsibility for any errors that may occur in the electronic transmission of my account data, participant demographic data, and study data, including medical information, between me and a Researcher.

As a condition to participating in this service, I have read and acknowledge the above limitations of liability. By accepting and agreeing to this Agreement, I acknowledge and agree to assume the risks of the limitations set forth herein.

## 2. Use of the Colliga App

**Account Registration.** In order to use the Colliga App, you will need to provide to us certain information. Forms of data collected on the Colliga App comprise:

**Account data:** information about the Colliga App account holder, representing You, an adult Participant, or You, the parent or guardian of a minor Participant: e.g., contact information, email preferences, etc.

**Participant data:** information representing a Participant associated with a particular Colliga App account: e.g., name, birthdate, gender, age, medical history, responses to a demographic surveys, approximate geographic location, household income, education, etc.

**Study data:** responses collected during a Participant's participation in a particular Colliga App study. Study data may include the types of data described in our Privacy Policy.

**Account Access.** You agree that all information you provide to us will be complete, true and correct and that you will keep it up-to-date. During the registration process, you will choose a user name and password for your use of the Colliga App. You will be responsible for securing your user name and password. You will be solely liable for any use of the Colliga App under your account and password. You agree to notify us promptly of any unauthorized use or disclosure of your password. We reserve the right to refuse use of or revoke use of any username in our discretion.

**Fees.** Basic use of the Colliga App is offered free of charge. However, we reserve the right to establish fees for use of the Colliga App at any time or to charge additional fees for premium services, data access or additional functionality.

**Own Use, at Your Own Risk.** Your use of the Colliga App shall be solely for your own use. You will comply with all applicable laws in connection with your use of the Colliga App. You will not attempt to circumvent or violate any security feature of the Colliga App, including accessing any Colliga App features, interactive areas, information or profiles for which you do not have permission or other content or information not intended for you.

### **3. License Grant**

Subject to the terms of this Agreement, Colliga Apps grants you a limited, non-exclusive, non-sublicensable and nontransferable license to download, install, and use the Colliga App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you ("Mobile Device").

**License Restrictions.** You shall not:

- a)** copy the Colliga App, except as expressly permitted by this license;
- b)** modify, translate, adapt, or otherwise create derivative works or improvements, whether or not copyrightable or patentable, of the Colliga App;
- c)** reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Colliga App or any part thereof;
- d)** remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Colliga App, including any copy thereof;
- e)** rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Colliga App, or any features or functionality of the Colliga App, to any third party for any reason, including by making the Colliga App available on a network where it is capable of being accessed by more than one device at any time; or

- f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Colliga App.**

**Reservation of Rights.** You acknowledge and agree that the Colliga App is provided under license, and not sold, to you. You do not acquire any ownership interest in the Colliga App under this Agreement, or any other rights thereto other than to use the Colliga App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Colliga Apps shall retain its entire right, title, and interest in and to the Colliga App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

#### **4. Use and Storage of Your Data by Colliga Apps and Researchers**

You acknowledge that when you download, install, or use the Colliga App, Colliga Apps may use automatic means to collect information about your Mobile Device and about your use of the Colliga App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Colliga App or certain of its features or functionality, and the Colliga App may provide you with opportunities to share information about yourself with others, including third party Researchers. All information we collect through or in connection with this Colliga App is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Colliga App, you consent to all actions taken by us with respect to your information in compliance with this Agreement and the Privacy Policy. Additionally, you acknowledge and are aware that the following guidelines pertain to the use and storage of Colliga App data:

- Researchers may access, view, and download local copies of Colliga App data, including account, demographic, and study data from Participants who have participated in their studies. Researchers may also keep copies of these data, indefinitely.
- Colliga Apps assumes no responsibility for losses incurred by the Researchers and Participants in the event that account, demographic, and study data stored by Colliga Apps, including account, demographic, and study data, is lost or corrupted.
- Researchers retain ownership of their own studies.
- Colliga Apps retains ownership of account and demographic data collected on the Colliga App.  
Colliga Apps may access, view, download, and share de-identified Colliga App data.
- See our [Privacy Policy](#) for more information about the data we collect and how it may be used.
- **Colliga Apps reserves the right to use any data collected on the Colliga App, including account, demographic, and study data, for the following purposes:**
  - To improve the Colliga App: e.g., detect and fix technical problems or identify new features that would be helpful
  - To develop data analysis tools for Researchers
  - To provide technical support to Researchers
  - To assess the quality of data collected on the Colliga App
  - To evaluate recruitment and Participant engagement efforts

- To recruit Researchers and Participants to use Colliga Apps' products and services

## **5. Informed Consent Guidelines**

To use the Colliga App, Researchers have agreed to obtain your informed consent to participate in each research study. Consent/assent may occur after participant account setup but must precede any other study elements.

Unless consent is confirmed, Researchers may not collect study data, and may not use any study data or other data, although the number of such records and aggregate data about the associated accounts may be reported. Researchers are responsible for storing and maintaining any necessary records of confirmation of consent/assent.

If Researchers obtain your informed consent, you hereby grant Colliga Apps the limited right to collect and transmit your study data to Researcher(s) for the purpose of performing this Agreement.

You acknowledge and agree that Researchers, and not Colliga Apps, that are responsible for obtaining your informed consent, and you further agree not to participate in any study unless and until you provide your informed consent to the relevant Researcher.

## **6. Updates**

Colliga Apps may from time to time in its sole discretion develop and provide Colliga App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Colliga Apps has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- a) the Colliga App will automatically download and install all available Updates; or
- b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Colliga App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Colliga App and be subject to all terms and conditions of this Agreement.

## **7. General Restrictions on Use of the Colliga App**

By accessing the Colliga App, you agree:

- Not to use the Colliga App in any way not explicitly permitted by this Agreement or the text located in Colliga App;
- Not to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Not to copy, modify or create derivative works involving the Colliga App;

- Not to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- Not to upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents;
- Not to upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Not to misrepresent your identity or provide us with any false information in any information-collection portion of the Colliga App, such as during account creation;
- Not to take any action intended to interfere with the operation of the Colliga App;
- Not to access or attempt to access any portion of the Colliga App to which you have not been explicitly granted access;
- Not to share any password assigned to or created by you with any third-parties or use any password granted to or created by a third party;
- Not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- Not to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- Not to violate any applicable laws or regulations; and
- To comply with all applicable laws and regulations while using the Colliga App or any related websites or products.

## **8. Third-Party Materials**

The Colliga App may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising (“**Third-Party Materials**”). You acknowledge and agree that Colliga Apps is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Colliga Apps does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

## **9. Your Representations and Warranties**

By using the Colliga App, you represent and warrant the following: **(i)** you are at least eighteen (18) years of age, **(ii)** you have the legal ability and authority to enter into this Agreement with Colliga Apps, **(iii)** the information you have provided to Colliga Apps in your account registration is accurate and complete, **(iv)** you will comply with any and all laws applicable to your use of the Colliga App, **(v)** you will not interfere with a third party’s use and enjoyment of the Colliga App, **(vi)** you will not interfere with or disrupt our

security measures, and **(vii)** if any information you provide to us or a Researcher becomes inaccurate, incomplete or otherwise false or misleading, you will immediately notify us.

## **10. Termination**

We may, in our sole discretion, terminate, suspend, or modify your access to the Colliga App, or any portion thereof, without prior notice. These actions are in addition to any other right or remedy we may have available at law. Further, we shall not be liable to you or any third party for any such termination or discontinuance. You may terminate this Agreement by ceasing to access and use the Colliga App. Upon any termination of this Agreement you must immediately cease use of the Colliga App and delete all copies of the Colliga App from your Mobile Device. To the extent permitted by applicable law, the disclaimers, limitations on liability, termination and your warranties and indemnities shall survive any termination of this Agreement. Termination will not limit any of Colliga Apps' rights or remedies at law or in equity.

## **11. Consent to Electronic Communications**

You agree that we may send the following to you by email or by posting them on our website and any related products and services: legal disclosures; this Agreement, changes to any of the above; and other notices, policies, communications or disclosures and information related to the Colliga App. You consent to receive such communications electronically. You agree to update your contact information to ensure accuracy.

If you later decide that you do not want to receive certain future communications electronically, please send an email to [contact@colligaapps.com](mailto:contact@colligaapps.com). You may also opt out of certain electronic communications through your account or by following the unsubscribe instructions in any communication you receive from us.

Your withdrawal of consent will be effective within a reasonable time after we receive your withdrawal notice described above.

## **12. Disclaimers**

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, WE AND OUR AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE'S USE OF OR INABILITY TO USE THE COLLIGA APP.

The Colliga App is intended for use only within the United States and its territories. We make no representation that the Colliga App is appropriate, or are available for use outside the U.S. Those who choose to access and use our Colliga App from outside the U.S. do so on their own initiative, at their own risk, and are responsible for compliance with applicable laws.

### **13. Limitation of Liability**

THE COLLIGA APP IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE COLLIGA APP MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES AT ANY TIME.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED IN THE COLLIGA APP FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE COLLIGA APP OR FROM THE USE OF OR INABILITY TO USE THE COLLIGA APP, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL COLLIGA APP SERVICES BE LIABLE FOR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

YOU AGREE THAT YOU USE THE COLLIGA APP AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THE COLLIGA APP, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COLLIGA APP.

### **14. Intellectual Property**

All of the content available on or through the Colliga App is the property of Colliga Apps or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Colliga App to anyone, including but not limited to others in your organization. All software and accompanying documentation made available for download from the

Colliga App is the copyrighted work of Colliga Apps. Any copy made of information obtained through the Colliga App must include all applicable copyright notices.

## **15. General Provisions**

This Agreement makes supersedes all prior agreements relating to the subject matter hereof.

We may change, suspend, or discontinue the Colliga App at any time. We will try to give you prior notice of any material changes to the Colliga App. We will not be liable to you or to any third party for any modification, suspension or discontinuance of the Colliga App.

You may not transfer any of your rights or obligations under this Agreement to anyone else without our consent. Colliga Apps may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Even after termination, this Agreement will remain in effect such that all terms that by their nature may survive termination will survive such termination.

The laws of the State of Florida govern this Agreement and any cause of action arising under or relating to your use of the Colliga App, without reference to its choice-of-law principles.

You agree that the only proper jurisdiction and venue for any dispute in any way relating to your use of the Colliga App is in the state and federal courts in Miami-Dade County, Florida. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute.

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain in full force or effect.

No delay or omission by Colliga Apps to exercise any right or power it has under this Agreement or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by Colliga Apps must be in writing and signed by an authorized representative of Colliga Apps.

This electronic document, and all other electronic documents referred to or incorporated herein, will be: **(a)** deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and **(b)** legally enforceable as a signed agreement. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Participant to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

You agree to defend and indemnify us and our subsidiaries, affiliates, officers, directors, employees, and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of this Agreement or your use or misuse of the Colliga App.

If you have any questions about this Agreement, please contact [contact@colligaapps.com](mailto:contact@colligaapps.com).

#### **16. Dispute Resolution.**

Prior to submitting any and all claims to litigation, arbitration or any other form of binding dispute resolution, you will submit such claims to non-binding mediation and engage in a good faith effort to mediate the dispute. Any mediator shall have no prior or current relationship or affiliation with either party (other than serving as mediator in prior disputes involving a party), and shall be a person who mediates disputes on a routine basis. If the parties are unable to agree on a mediator, they shall each select a mediator and those two mediators shall select the mediator. Both parties agree that all mediation will be held in Miami-Dade County, Florida. In the event the parties are unable to resolve the dispute through mediation in which the resolution determines the party responsible for the costs of the mediator, the parties shall share equally the cost and expenses of the mediator. If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing its rights under this Agreement in addition to any other relief granted for such breach.

Last Revised: 3/14/2022



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Miami, Florida  
[www.colligaapps.com](http://www.colligaapps.com)

## **RESEARCHER COLLIGA APPS LICENSE AGREEMENT**

*Last Updated March 14, 2022*

This Colliga Apps Services Agreement for Researchers (“Researcher Terms”) govern your use of the Colliga Apps website, all Colliga Apps software products, and the services described in more detail below (collectively, the “Colliga Apps Services”) and is effective as of the date you indicate your acceptance or begin using the Colliga Apps Services.

Please read all these Researcher Terms carefully before using the Colliga Apps Services. By using the Colliga Apps Services you agree to be bound by these Researcher Terms and any applicable Research Study Plan (as defined herein), informed consent regulations and requirements, Participant Data use regulations, and our [Privacy Policy](#).

**BY SIGNING OR SELECTING THE "I AGREE" BUTTON AT THE END OF THIS AGREEMENT YOU AGREE TO BE BOUND AND TO BIND YOUR ORGANIZATION TO THIS AGREEMENT AS SET FORTH HEREIN. YOU REPRESENT AND WARRANT THAT YOU HAVE THE REQUISITE AUTHORITY AND LEGAL CAPACITY TO BIND YOUR ORGANIZATION TO THIS AGREEMENT. If you do not agree to these Researcher Terms, you should immediately cease all use of and access to the Colliga Apps Services.**

A link to a Portable Document Format (PDF) version of the policy can be found here:  
[https://colliga.io/wp-content/uploads/2022/03/privacy\\_policy.pdf](https://colliga.io/wp-content/uploads/2022/03/privacy_policy.pdf)

The Research Study Request, together with any schedules, exhibits and/or attachments agreed to by the parties (“Schedules”), the Privacy Policy, and these Researcher Terms (collectively, the “Agreement”) comprise the entire agreement of the parties with respect to the Colliga Apps Services and the relationship between the parties. In the event of any conflict between the documents, unless expressly stated otherwise, these Researcher Terms shall control the Research Study Request, and the Research Study Request shall control any Schedules.

## **1. Definitions**

**1.1. Terms.** The terms “we”, “us” “our” and similar terms refer to Colliga Apps Corporation. The terms “you,” “your,” “Researcher,” and similar terms refer to you. “Participant” refers to third party research participants that may use the Colliga Apps Services or Colliga App. Capitalized terms used but not otherwise defined in this Agreement have the following meanings:

“Colliga Apps Services” refers to the Colliga Research web application, Colliga Research iOS and Android mobile application, and associated technologies used to build research studies and collect data from research participants and all enhancements and features identified on the Colliga Apps invoice.

“Confidential Information” has the meaning set forth in Section 7.

“Critical Error(s)” means a failure of Colliga Apps Services that severely impacts Researcher’s ability to use Colliga Apps Services in substantial conformity with applicable description of the services as set forth on the Colliga Apps website that cannot be temporarily eliminated through the use of a “work around.” “Work around” means a procedure by which a Researcher can avoid or substantially mitigate a problem with the Colliga Apps Services.

“Force Majeure Events” shall include, without limitation, strikes or other labor problems; fire, flood, earthquake, weather conditions, or other similar event; civil unrest, acts of terror, governmental acts or orders or restrictions; failure of suppliers; acts of God; changes in law, regulation or government policy; Internet disruption; riots, acts of a public enemy, or war; pandemics, epidemics, acts or omissions of vendors or suppliers; equipment failures; transportation difficulties; malicious or criminal acts of third parties; or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

“Intellectual Property Rights” means any and all rights arising in any **(i)** patents, patent disclosures and inventions (whether patentable or not), **(ii)** trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, **(iii)** copyrights and copyrightable works in works of authorship and computer programs, including Software, and rights in data and databases, **(iv)** trade secrets, know-how, technology, and other confidential information, **(v)** any of Colliga Apps’ technology; **(vi)** any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Researcher or any other party relating to the foregoing and **(vii)** all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world therein.

“Personally Identifiable Information” means any individually identifiable information from or about a natural person who can be identified from that information, or information, when associated with

other information, including, but not limited to **(i)** first and last name; **(ii)** a home address or other physical address, including street name and name of city or town; **(iii)** an email address or other online contact information (e.g., instant messaging user identifier); **(iv)** a telephone number; **(v)** a social security number or other government-issued personal identifier such as a tax identification number; **(vi)** an Internet Protocol address; **(vii)** Protected Health Information; and **(viii)** any other information that is combined with any of the above.

“Participant Data” means all research participant user data and other information, including but not limited to all of the data set forth in the Privacy Policy about participants, such as account data, personal data, study data, and including any Personally Identifiable Information and/or Protected Health Information of research participants.

“Protected Health Information” shall have the meaning ascribed to it under the US Health Insurance Portability and Accountability Act (“HIPAA”).

“Researcher” means you, the party accessing the Colliga Apps Services.

“Research Study Plan” means the procedures, methodology and criteria for the research to be carried out by Researcher using the Colliga Apps Services.

“Software” means software included in Colliga Apps Services, including any third-party software linked or embedded in the Software, together with all subsequent Colliga Apps-authorized updates, replacements, modifications, new releases or enhancements.

“Term” has the meaning specified in Section 6.

## **2. Colliga Apps Services**

**2.1. Access.** During the Term, for the fees and on the terms and conditions set forth herein and otherwise in the Agreement, Colliga Apps will make available to Researcher access to the Colliga Apps Services, solely for Researcher’s non-commercial, educational, research purposes, with the exact applications and services to be provided to Researcher set forth in the Research Study Request. Software provided through the Colliga Apps Services may be accessible through the Internet through Colliga Apps-approved web browsers and restricted by login access by authorized users using valid access credentials, and/or through a downloadable application Software (each, a “Colliga App”). If applicable, Colliga Apps hereby grants Researcher a limited, non-transferable, non-assignable license to download, access and use the Colliga App. Your access to the Colliga Apps Services is for internal research, internal operations and internal educational purposes only, which research, operational or educational uses are to be conducted by you in a manner consistent with your tax-exempt status and may include research funded by commercial organizations, but shall not include use of the Colliga App as the basis for providing a contract or

other services to any entity. FOR THE AVOIDANCE OF DOUBT, YOU UNDERSTAND AND AGREE THAT NEITHER THE COLLIGA APPS SERVICES, THE COLLIGA APP, NOR ANY DERIVATIVE WORKS MAY BE DISTRIBUTED TO OR SHARED WITH ANY THIRD PARTY FOR ANY PURPOSE.

**2.2.** Modification. Colliga Apps reserves the right to modify Colliga Apps Services from time to time in its sole discretion.

**2.3.** Security. Researcher is solely responsible to ensure that the Researcher's systems and its operations meet the applicable requirements for HIPAA and other data security obligations. Researcher shall take all reasonable safeguards to ensure that access to the Colliga Apps Services is limited and that unauthorized personnel are not able to access Participant Data.

**2.4.** Setup for Colliga Apps Services.

**2.4.1.** Initial Activation. Following a Research Study Request, Colliga Apps will work with Researcher as necessary for Researcher to access Colliga Apps Services. This will include any study set up and consultation, customization, any import of Participant Data, and establishment of appropriate access credentials for Researcher's authorized users, if any.

**2.4.2.** Fixing Errors During Initial Activation. In the event that Researcher gives notice to Colliga Apps of any Critical Errors, Colliga Apps shall use its commercially reasonable efforts to address to such conditions within thirty (30) days from the date of receipt of Researcher's notification. If the Researcher reported Critical Errors are not satisfied within this thirty (30) day period, the Researcher will notify Colliga Apps, in writing, within five (5) business days following the end of the thirty (30) day period, and state either Researcher's acceptance of the Colliga Apps Services, Researcher's desire to extend the period for resolving the condition, or Researcher's intent to terminate the Agreement without penalty or further financial obligation. Failure to notify Colliga Apps in writing within five (5) business days following the end of the thirty (30) day period or use of the Colliga Apps Services by the Researcher in its normal business operations following the end of the thirty (30) day period will constitute acceptance of the Colliga Apps Services.

**2.5.** Downtime. Colliga Apps and Researcher acknowledge the periodic need to maintain, upgrade, change and/or provide enhancements to the Colliga Apps Services to meet the changing needs of Colliga Apps' Researchers may result in limited downtime. Colliga Apps may perform these maintenance, upgrades and/or enhancements in its sole discretion, with or without notice to Researchers.

### **3. Researcher Responsibilities**

#### **3.1. Researcher Roles.** Researcher acknowledges and agrees to the following:

- 3.1.1.** Researcher must provide accurate contact information to be posted along with all research studies they conduct using Colliga Apps Services.
- 3.1.2.** Researcher agrees to accurately represent the procedures and goals of their studies. In addition to obtaining all necessary approvals from any appropriate institutions and institutional review board, Researcher agrees to notify Colliga Apps of deception involved in any study designs, at the time the study is submitted for Colliga Apps review.
- 3.1.3.** Researcher acknowledges that all studies are subject to review and final approval by Colliga Apps. Colliga Apps reserves the right to reject a study and/or request revisions for any reason, or terminate any study in process. However, Colliga Apps' approval is not based on a complete review of research practices and does not constitute endorsement of a study. Researchers still hold ultimate responsibility for their study design and ethical compliance.
- 3.1.4.** Researchers agree to collect Participant Data from Participants only using Colliga Apps Services. Researchers may not contact or communicate with Participants outside of Colliga App Services to collect Participant Data. Researchers agree to collect and use Participant Data strictly in accordance with the specifications set forth in any Research Study Plan.
- 3.1.5.** Except as expressly set forth in this Agreement, all regulatory and administrative matters related in any way to the Researcher, its research, its Research Study Request, and its research communications, and the compliance with applicable law, are the sole responsibility of Researcher, and Colliga Apps has no liability therefore.

#### **3.2. THE INFORMED CONSENT PROCESS**

**RESEARCHER ACKNOWLEDGES AND AGREES THAT MUST AND IS SOLELY RESPONSIBLE FOR OBTAINING THE INFORMED CONSENT FROM ALL PARTICIPANTS IN ANY RESEARCH STUDY. RESEARCHER ACKNOWLEDGES AND AGREES THAT RESEARCHER WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS CONCERNING THE INFORMED CONSENT PROCESS.** Researcher is solely responsible for, and shall, present to Participants information sufficient to enable persons to voluntarily decide whether or not to participate as a research subject.

Researcher's informed consent process must be a dialogue of the study's purpose, duration, procedures, alternatives, risks, and benefits. The process of consenting is ongoing and must be made clear to the Participant that it is his or her right to "withdraw" or "opt-out" of the study at any time, not just at the initial signing of paperwork.

Participant must also be fully informed in writing of all Participant Data collected, accessed, and reviewed by Researcher and Researcher's authorized users, and how, precisely, Researcher intends collect, access, use, and store Participant Data.

Researcher expressly agrees to comply with regulations for the protection of human subjects, the Health Insurance Portability and Accountability Act (HIPAA), and the California Experimental Research Subject's Bill of Rights, if applicable.

**Failure to comply with these regulations, any other applicable regulations, or any Researcher responsibility identified above, will result in the immediate termination by Colliga Apps of any research study not in compliance, without notice to Researcher.**

**3.3. General Obligations.** During the Term, Researcher shall:

- a)** Provide Colliga Apps with all information and assistance that Colliga Apps may reasonably require to provide Colliga Apps Services to Researcher, and Researcher will make timely decisions and obtain required IRB or other institutional approvals with respect to the research study to be provided under this Agreement;
- b)** Be responsible for all activities that occur under any use of Colliga Apps Services through the Researcher's or its authorized user's access credentials;
- c)** Have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Researcher research studies and Participant Data;
- d)** Use commercially reasonable efforts to prevent unauthorized control or tampering or any other unauthorized access to, or use of, Colliga Apps Services and notify Colliga Apps immediately upon Researcher becoming aware of any unauthorized use or security breach;
- e)** Comply with all applicable local, state, federal, and foreign laws (including laws regarding privacy and protection of personal, health, medical, or consumer information) in using Colliga Apps Services;
- f)** Obtain and maintain all computer hardware, software and communications equipment, including appropriate Internet connectivity and broadband, needed to access Colliga Apps Services, as applicable; and
- g)** Implement and maintain backup, security and business continuity measures to maintain the security and integrity of the Participant Data, and other data and materials that are within the control of Researcher or that reside within the Researcher's systems.

**3.4.** Researcher Software. In the event Researcher implements or uses any of its own software in connection with Colliga Apps Services, such software must be approved by Colliga Apps for use with Colliga Apps Services.

**3.5.** Use of Colliga Apps Services. Researcher agrees to use Colliga Apps Services only for the non-commercial, educational and research purposes expressly described herein. Under no circumstances may Researcher collect and sell, lease or otherwise make Participant Data commercially available to any third parties. Researcher also agrees not to access or attempt to access Colliga Apps Services by means other than through the interfaces supported or provided by Colliga Apps and through web browsers that are approved by Colliga Apps. Researcher will be provided access credentials for all authorized users. All authorized users will be employees or consultants/independent contractors of Researcher. Researcher shall not knowingly engage in any activity that interferes with or disrupts Colliga Apps Services (or the servers and networks connected to Colliga Apps Services). Researcher shall not reproduce, duplicate, copy, sell, trade or resell any of the components or services associated with Colliga Apps Services. Researcher may not grant, sublicense, lease or otherwise assign usage rights to Colliga Apps Services and may not modify, commercialize or create derivative works based, in whole or in part, on the Software and/or its contents.

**3.6.** Access Credentials. Researcher must obtain from Colliga Apps appropriate access credentials for each authorized user that will access Colliga Apps Services. Researcher acknowledges and agrees that Researcher is responsible for maintaining the confidentiality of access credentials associated with Researcher's access to Colliga Apps Services. Researcher shall be solely responsible to Colliga Apps for all activities that occur under Researcher's account or related access credentials. Researcher will not: **(i)** transmit or share any access credentials to persons other than authorized users **(ii)** permit the access credentials to be cached in proxy servers and accessed by individuals who are not authorized users, or **(iii)** permit access to the Services through a single access credential being made available to multiple users on a network.

**3.7.** Activities. In using Colliga Apps Services, Researcher will not, and will not permit any of its authorized users to: **(a)** send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; **(b)** send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; **(c)** send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; **(d)** interfere with or disrupt the integrity or performance of the Services or the data contained therein; or **(e)** attempt to gain unauthorized access to the Services or its related systems or networks.

**3.8.** No Agency. In providing Colliga Apps Services under this Agreement, Colliga Apps shall act solely as an independent contractor and the relationship between Colliga Apps and Researcher under this Agreement will be that of independent contractors. Neither party is the legal representative, agent, joint venture, partner, employee, or employer of the other party under this Agreement for any purpose whatsoever. Neither party has any right, power, or authority under this Agreement to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect. Colliga Apps will have at all times during the Term full control over the engagement, employment, direction, compensation and discharge of all personnel providing and assisting in providing, rendering, developing and accomplishing the Services and Colliga Apps' obligations under this Agreement. Colliga Apps is solely responsible for all matters relating to payment of such personnel, including wages, income tax withholding, fees, expenses, benefits, compliance with workers' compensation, unemployment and disability insurance, Social Security withholding, and all other federal, state and local laws, rules, codes and regulations governing such matters.

**3.9.** Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance, except for the obligation to make payments, due to a Force Majeure Event, provided, however, that if any such Force Majeure Event lasts more than 30 consecutive days, the party affected by the other's delay or inability to perform may elect at its sole discretion to terminate this Agreement.

#### **4. Pricing and Payment**

**4.1.** General. In consideration of the Colliga Apps Services to be provided by Colliga Apps under this Agreement, the Researcher agrees to pay the fees specified on the Colliga Apps website and updated from time to time.

#### **5. Representations and Warranties**

**5.1.** Representations, Warranties, and Covenants of the Parties. Researcher and Colliga Apps each hereby represents and warrants to the other party as follows:

- 5.1.1** Valid and Binding. This Agreement is the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. The party is not bound by any other contract or agreement that conflicts with or would prevent full performance of this Agreement.
- 5.1.2** Compliance with Laws. It will comply with all laws, rules, regulations, ordinances, and codes that are applicable to its obligations under this Agreement, including, without limitation,

any laws and the regulations promulgated with respect thereto regarding the security, integrity and privacy of nonpublic personal information.

- 5.1.3** Any and all warranties shall be void as to any part of Colliga Apps Services damaged or rendered unserviceable by: **(a)** the acts or omissions of non-Colliga Apps personnel except when Colliga Apps instructs or requires Researcher to perform any modifications with respect thereto; **(b)** misuse by Researcher, its employees or agents, **(c)** theft, vandalism, fire, water, or other peril; or **(d)** moving, relocation, alterations, or additions not performed in accordance with this Agreement.
- 5.1.4** The Internet. The Researcher is responsible for obtaining its own broadband Internet connectivity to access the Software and certain of the Services. The Researcher acknowledges and agrees that Colliga Apps does not operate or control the Internet or activities on the Internet and that **(i)** viruses, worms, Trojan Horses, or other undesirable data or software; or **(ii)** unauthorized users (e.g. hackers), may attempt to obtain access to the Researcher's or its patients' data, website(s), computers, or networks and that data may be destroyed by such attacks and the Services may be interrupted or compromised.
- 5.1.5** DISCLAIMER. COLLIGA APPS FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, COLLIGA APPS MAKES NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS WITH RESPECT TO THE SERVICES, AND COLLIGA APPS SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **6. Term and Termination**

- 6.1.** Term. The initial term of this Agreement shall be 24 months after your account activation (the "Initial Term"). Thereafter this Agreement will automatically renew for consecutive two-year renewal periods (each, a "Renewal Term") unless either party provides written notice of non-renewal at least ninety (90) days prior to expiration of the then-current term (the Initial Term and any Renewal Terms are collectively referred to as the "Term"). Notwithstanding the foregoing, the Term may re-commence or be extended if Researcher submits, and Colliga Apps accepts, a new Research Study Request.

**6.2.** Termination. For Breach. In the event that Researcher shall be in breach or default of any of the terms, representations, warranties, covenants, or obligations contained in this Agreement, then in addition to all other rights and remedies of law or equity or otherwise, Colliga Apps shall have the right to terminate this Agreement immediately without notice.

**6.3.** Transition upon Termination or Expiration. Upon the expiration or earlier termination of this Agreement, except as otherwise provided in this Agreement, at a Researcher's reasonable request, for a period of up to 30 days following the expiration or earlier termination of this Agreement (the "Transition Period"), Colliga Apps shall cooperate with Researcher and permit Researcher to retrieve (via download, in an industry standard format if reasonably possible) any de-identified Participant Data (to the extent available) then in Colliga Apps' possession. Upon termination of this Agreement as a result of a default by Colliga Apps, Colliga Apps agrees to convert Participant Data into a machine readable, non-proprietary format within a reasonable time period at no cost to Researcher upon Researcher's request. Upon the expiration of the Term or upon termination of this Agreement as a result of a default by Researcher or by Researcher for convenience, Colliga Apps shall convert the Participant Data as described above, and Researcher shall reimburse Colliga Apps for all time and expense involved. Colliga Apps shall not be obligated to provide the Participant Data to Researcher until all amounts due under the Agreement have been paid. This Agreement will continue to govern all Services during the Transition Period, except that in no event will Researcher have any continuing right to use any Software or Colliga Apps Services after the effective date of termination of this Agreement.

## **7. Confidential Information; Data Ownership and Use**

**7.1.** Definitions; Exclusions. As used in this Agreement, the term "Confidential Information" means any and all proprietary non-public information, knowledge, data, and all other content and materials belonging to either party hereto and disclosed or provided to the other party either directly or indirectly in any manner whatsoever (including, without limitation, in writing, orally, electronically, in all types of hard drives, disks, diskettes, computer memory or storage, or other media, or by drawings or inspection of physical items, and whether or not modified or merged into other materials), in connection with either party's business or this Agreement, including, without limitation, any non-public information related to any of the following: **(a)** technical, business, financial and marketing information, including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, software, firmware, databases, technical drawings, designs, algorithms, technology, circuits, layouts, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies and other confidential information; **(b)** third party confidential information to the extent it is identified as "Confidential Information,"

which is expressly understood to include Participant Data; **(c)** the Colliga Apps Services; **(d)** the terms and conditions of this Agreement; **(e)** all Personally Identifiable Information related to any employees, consultants, subcontractors, customers or other individuals, including, but not limited to, names, addresses, e-mail addresses, social security numbers, etc.; and **(f)** all reports, analyses, compilations, studies, or other documents prepared by either party or its Representatives which contain or otherwise reflect any Confidential Information of the other party. For purposes of this Section, the term “Representatives” of a party means any and all officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of such party. Confidential Information does not include information that the receiving party can document: **(i)** is or becomes (through no improper action or inaction by the receiving party or any affiliate, agent, consultant or employee) generally available to the public; **(ii)** was in its possession or properly known by it, without restriction, prior to receipt from the disclosing party; **(iii)** was rightfully disclosed to it by a third party without restriction; or **(iv)** is independently developed by the receiving party subsequent to such disclosure, by employees without access to, or use of, the disclosing party’s Confidential Information.

**7.2.** **Restrictions on Use of Confidential Information.** Except to the extent necessary in order to perform its obligations under this Agreement and subject to the terms of this Agreement, each party agrees that it shall during the Term and thereafter: **(a)** hold in strict confidence all Confidential Information belonging to the other party; **(b)** use the Confidential Information solely to perform under this Agreement; and **(c)** not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any person or entity other than to its Representatives who need to know such Confidential Information and who are under confidentiality obligations at least as restrictive as the terms in this Agreement. The receiving party is solely responsible for the handling and treatment of the Confidential Information of the disclosing party by the Representatives of the receiving party. Each party shall use the same degree of care to protect the disclosing party’s Confidential Information as it uses to protect its own Confidential Information of like nature, but under no circumstances less than reasonable care. Without limiting the generality of the foregoing, to the extent that this Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and Intellectual Property Rights designations that appear in the original versions.

**7.3.** **Compelled Disclosures.** Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the other party in response to a valid court order, subpoena, law, rule, regulation (including, without limitation, any federal or state securities laws or any securities exchange regulation), or other governmental action, provided that: **(a)** to the extent permitted by applicable law or regulation, the receiving party notifies the disclosing party prior to disclosure of the information; **(b)** the receiving party reasonably cooperates with the disclosing party, at the disclosing party’s expense, in any attempt by the disclosing party to limit or prevent the disclosure

of the Confidential Information; and **(c)** in the absence of a protective order, the receiving party discloses only that portion of the Confidential Information it is advised by its counsel that it is legally required or compelled to disclose, and the receiving party uses its best efforts to ensure that confidential treatment will be accorded the Confidential Information so disclosed.

- 7.4.** Remedies upon Breach. Each party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of this Section 7 and, accordingly, that either party is entitled to seek injunctive or other equitable relief to prevent or remedy such breach or threatened breach in addition to any other legal or equitable remedies available to such party without posting any performance bond.
- 7.5.** Return or Destruction. Upon the termination or expiration of this Agreement or upon the written request of the disclosing party, the receiving party shall **(a)** at its own expense, **(i)** promptly return to the disclosing party all Confidential Information that is in tangible form (and all copies thereof) that is the property of the disclosing party or that contains any Confidential Information of the disclosing party (collectively, the “Material Information”), or **(ii)** upon the written request of the disclosing party, destroy the Material Information and provide the disclosing party with written confirmation of such destruction; and **(iii)** cease all further use of any Material Information, whether in tangible or intangible form.
- 7.6.** Participant Data. To the extent that Researcher accesses Participant Data while using the Colliga Apps Services, Researcher agrees as follows: **(a)** it shall only provide such Participant Data to its personnel with a need to access such information as part of their performance of duties directly related to this Agreement; **(b)** it shall use generally accepted industry standard to secure and store such Participant Data in accordance with applicable law, regulations, and other privacy obligations; **(c)** it shall promptly notify Colliga Apps of any unauthorized access to Participant Data as soon as it becomes aware of such incident.
- 7.7.** HIPAA Compliance. To the extent Researcher and Colliga Apps are required to comply with the requirements of HIPAA, in the performance of this Agreement, Colliga Apps and Researcher agree to negotiate a business associate agreement with respect to the treatment of Protected Health Information. If any provision hereof is potentially or actually in conflict with the provisions of the Business Associate Agreement with respect to the treatment of Protected Health Information, the terms of the Business Associate Agreement shall prevail.

## **8. Intellectual Property**

- 8.1.** Ownership. Researcher acknowledges and agrees that all right, title and interest, including, without limitation, any and all Intellectual Property Rights, in and to: **(i)** Colliga Apps Services,

including any Software and applications, enhancements, new versions, modifications and derivative works thereof, **(ii)** Colliga Apps websites; **(iii)** Intellectual Property Rights in and relating thereto, and **(iv)** documentation, creations, ideas and works related to Colliga Apps Services are the sole and exclusive property of Colliga Apps and except for the license, which shall terminate when this Agreement terminates, Researcher acquires no right or interest in such property. All rights not specifically granted in this Agreement are reserved by Colliga Apps.

- 8.2.** All Software in whatever form, including apps and any computer programs and any documentation for use of the Software or Colliga Apps Services, are furnished to Researcher only under a personal, non-exclusive, non-transferable, non-assignable license solely for Researcher's own non-commercial use. All of the Software is and shall remain the exclusive and confidential property of Colliga Apps or third parties from whom Colliga Apps has secured the right to use the same. This Agreement is not a sale and does not convey to Researcher any rights of ownership in or related to the Intellectual Property Rights of Colliga Apps in Colliga Apps Services, or any Participant Data. Researcher shall not: **(i)** rent, loan, sublicense or otherwise transfer or assign, in whole or in part, its right to use Colliga Apps Services as a service bureau or in a time-sharing environment to process information or data of any third party; **(ii)** create Internet "links" to Colliga Apps Services or "frame" or "mirror" any of Colliga Apps' content on any other server; or **(iii)** reverse engineer, de-compile, attempt to derive source code (or underlying ideas, algorithms, structure or organization), modify in any way, or create derivative works from the Colliga Apps Services, or any portions thereof in order to **(X)** build a competitive product or service, **(Y)** build a product using similar ideas, features, functions or graphics of Colliga Apps Services or Software; or **(Z)** copy any ideas, features, functions or graphics of Colliga Apps Services.
- 8.3.** Participant Data; Research Study Data; Limited License. Colliga Apps shall have, and Researcher hereby grants Colliga Apps, the right to use the research study data for statistical purposes in an aggregated and de-identified manner consistent with HIPAA and other privacy regulations. Notwithstanding any other provision, Colliga Apps agrees that it shall have access to, use and maintain any data referred to in this Section only in accordance with applicable law.
- 8.4.** Identifying Information. Any logo, program names, trademarks, service marks, documentation, and other support materials that are covered under this Agreement or otherwise provided by one party to the other are either copyrighted, trademarked, or are held as proprietary by the providing party. The receiving party agrees not to remove any such notices and product identification and additionally agrees to take all action necessary to protect the providing party's rights thereto.

## **9. Dispute Resolution**

**9.1.** Process. The parties hereto agree that prior to submitting any and all claims to litigation, arbitration or any other form of binding dispute resolution, the parties will submit such claims to non-binding mediation and that they shall engage in a good faith effort to mediate the dispute. Any mediator shall have no prior or current relationship or affiliation with either party (other than serving as mediator in prior disputes involving a party), and shall be a person who mediates disputes on a routine basis. If the parties are unable to agree on a mediator, they shall each select a mediator and those two mediators shall select the mediator. Both parties agree that all mediation will be held in Miami-Dade County, Florida. In the event the parties are unable to resolve the dispute through mediation in which the resolution determines the party responsible for the costs of the mediator, the parties shall share equally the cost and expenses of the mediator.

**9.2.** Enforcement Costs. If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing its rights under this Agreement in addition to any other relief granted for such breach.

## **10. Indemnification.**

**10.1.** By Researcher. Researcher shall defend, indemnify and hold harmless Colliga Apps and its affiliates, subsidiaries, officers, directors, employees and agents against any threats, claims, suits or actions brought by a third party against Colliga Apps arising from or related, directly or indirectly, to the third party's use of Colliga Apps Services in connection with or relating to Researcher or Researcher's research stud(ies), provided that Colliga Apps: **(i)** promptly informs and furnishes Researcher with a copy of such threat, claim, suit or action (but the delay or failure to notify shall not affect Researcher's obligation to provide indemnification unless Researcher is unduly prejudiced by such failure or delay); **(ii)** gives Researcher all relevant evidence in Colliga Apps' possession or custody or under its control; and **(iii)** gives Researcher reasonable assistance in such claim, suit or action, and, for a claim for monetary damages only, the sole control of the defense thereof and all negotiations for its compromise or settlement. Notwithstanding the foregoing, Researcher shall not enter into any settlement that affects Colliga Apps' rights or interest without Colliga Apps' prior written consent. Colliga Apps has the right to participate in the defense at Colliga Apps' own expense. **For the avoidance of doubt, "third parties" herein shall be understood to specifically include Participants, and more specifically Participants or potential or past Participants in Researcher's research studies.**

## **11. LIMITATION OF LIABILITY.**

THE COLLIGA APPS SERVICES ARE PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE" BASIS. THE INFORMATION, SOFTWARE AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE

COLLIGA APPS SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES AT ANY TIME.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED IN THE COLLIGA APPS SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE AND OUR AFFILIATES, PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION THOSE RELATING TO LOST PROFITS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE COLLIGA APPS SERVICES OR FROM THE USE OF OR INABILITY TO USE THE COLLIGA APPS SERVICES, WHETHER BASED ON CONTRACT, WARRANTY, PRODUCT LIABILITY, TORT OR OTHER LEGAL THEORY AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, BUT IS HEREBY DISCLAIMED TO THE FULLEST EXTENT ALLOWABLE.

**Colliga Apps' maximum liability under this Agreement shall be three times the Fees actually paid for the Colliga Apps Services.**

## **12. General Provisions.**

- 12.1.** Entire Agreement. This Agreement (consisting of these Terms, any Research Study Request, any Schedules, and any other document incorporated herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral agreements, communications, and understandings between the parties with respect to the subject matter hereof.
- 12.2.** Amendment. Colliga Apps reserves the right to modify these Terms and/or its policies relating to the Services at any time, effective upon written notice, which may be by email, or any other means; any continued use of the Services after any such changes and notification shall constitute the Researcher's consent to such changes.

- 12.3.** Waiver. No waiver of any provision of this Agreement is effective unless in a writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement operates as a waiver of any such right, power, or remedy. The express waiver of any right or default hereunder is effective only in the instance given and does not operate as or imply a waiver of any similar right or default on any subsequent occasion.
- 12.4.** Severability. If any provision in this Agreement is held invalid, illegal or unenforceable under applicable law, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity, illegality or unenforceability, and the other provisions of this Agreement will remain in full force and effect.
- 12.5.** Assignment; Successors and Assigns. Researcher may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of the Lessor, which consent may not be unreasonably withheld. All assignments in contravention of this Section 12.5 shall be null and void. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 12.6.** Survivability. The terms and conditions of this Agreement regarding confidentiality, indemnification, limitation of liability, payment obligations and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.
- 12.7.** Governing Law; Jurisdiction and Venue. The validity, construction, interpretation, and performance of this Agreement (and the rights and obligations of the parties with respect to their relationship hereunder) are governed by and must be construed and enforced in accordance with the laws of the State of Florida. After availing themselves of the dispute resolution provision herein, all disputes arising under this Agreement must be brought exclusively in the state and federal courts located in Miami-Dade County, Florida; and each party hereby submits to the personal jurisdiction of such state and federal courts. Researcher further agrees that if its staff or employees are necessary witnesses to any legal proceeding hereunder, Researcher will be responsible for ensuring that such persons are present and available for any legal proceeding in Hillsborough County for a reasonable time to the extent it is within Researcher's control. Researcher further agrees that it will bear all costs and expenses of ensuring such witnesses are present and available in Miami-Dade County, and agrees that it will not object to the choice of venue as result of those costs and expenses. The parties agree that the United Nations

Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from this Agreement.

- 12.8.** Third Party Beneficiaries. This Agreement is entered into solely between Researcher and Colliga Apps and, except for the parties' indemnification obligations hereunder, does not, and will not be deemed to, create any rights in any third parties or to create any obligations of either Researcher or Colliga Apps to third parties.
- 12.9.** Counterparts. This Agreement, including the Research Study Request, may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one instrument. The parties agree that a signed counterpart sent by means of electronic transmission is as effective and has the same force and effect as the original thereof.
- 12.10.** Headings and Interpretation. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

Last Revised: 3/14/2022