

## Terms of Use for Access to Clinical Trial Data Transparency Portal

The Usage Rules detailed below apply to any Researcher who is given access to sponsor data via this Clinical Trial Data Transparency Portal (“access system”). Use of sponsor data within this system must adhere to these usage rules and must also be in adherence with the signed Data Sharing Agreement (DSA) or Data Use Agreement (DUA) (hereinafter referred to as DSA) between the Sponsor(s) who provided access to the data and the lead Researcher and/or their research institution.

The secure data access system is a hosted environment managed by the Access System Manager (SAS Institute Inc., located at SAS Campus Drive, Cary, North Carolina 27513). These Usage Rules are being provided to you by the Sponsor(s) who have granted access to their study data. Researcher may not assign its rights or obligations as set forth in these Usage Rules. The Sponsor or Access System Manager may limit or terminate a Researcher’s access to the Access System and/or pursue other legal action available to either of them in the event of Researcher’s noncompliance with these Usage Rules. As needed, these Usage Rules shall be interpreted and governed exclusively by the laws and the jurisdiction of the competent courts of the country/government agreed to in the DSA for a given project.

By clicking the **“Accept”** button, you confirm that you have reviewed and understand these Usage Rules and the approved DSA(s) for your project(s) and agree to comply with them.

### Access System and Software Terms of Use

- Researcher shall not utilize the Access System in violation of any applicable laws or regulations or for any purpose other than legitimate approved research in line with the DSA. This includes (but is not limited to) the following:
  - Sending unsolicited marketing material or communications in any form (commonly referred to as "SPAM") or sending or transmit harassing, abusive, libelous, or obscene materials or assist in any similar related activities; or
  - engaging in any activities or actions that infringe or misappropriate the intellectual property rights of others (including but not limited to the Sponsor, the Access System Manager, or their affiliates); or
  - engaging in any activities or actions that would violate the personal privacy rights or copyrights of others, except as permitted by applicable law; or
  - intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses.
- Researchers shall not misuse or abuse the Access System or third party property (including, without limitation, software, equipment, networks, and network devices); or make any unauthorized use of or interfere with any property of the Access System Manager or any customers of the Access System Manager; or impair or disrupt any connections to the Access System; or upload any software or application(s) to the Access System except as expressly allowed subject to these Usage Rules or the DSA.

- Researcher acknowledges and agrees that certain data protection laws may apply to personal data provided by a Sponsor that Researcher has access to, including but not limited to processing personal data subject to the EU General Data Protection Regulation ("Applicable Data Protection Laws"). Any processing of such data will be subject to the terms of the DSA or DUA (or any other related agreements) between the Researcher and the Sponsor, and Researcher acknowledges and agrees that their processing of data shall comply with Applicable Data Protection Laws.
- United States export laws and regulations apply to the Access System. Researcher agrees to comply with these and other applicable export and import laws and regulations. This includes but is not limited to attesting that the researcher is not located in, under control of, or a national or resident of any country or region to which export of SAS software or the System is restricted by laws of the United States or other applicable laws and regulations.
- Researcher shall not allow any unauthorized person to have access to the Access System or the passwords or access credentials provided to the Researcher that will allow admission to the Access System (collectively "Passwords"). Researcher shall be responsible for maintaining the confidentiality of such Passwords and shall notify Access System Manager and Sponsor immediately upon becoming aware of any loss or theft of a Password or any unauthorized use of such Password.
- Researcher will not edit, modify, or otherwise access any underlying software or computer code, documentation, reports or updates created by the Access System Manager or which is part of the Access System (the "Access System Software"). Researcher will not delete, obscure, or modify copyright notices and other proprietary rights notices in the Access System Software.
- Researcher acknowledges that in connection with its access to the Access System, it may have access to certain Access System Software owned by Microsoft Corporation (the "Microsoft Product," singularly, or the "Microsoft Products," collectively). Terms applying to Researcher's access to such Microsoft Products are available at [https://mseportal.ondemand.sas.com/ctdt/help/view/Terms\\_and\\_Conditions\\_Applicable\\_to\\_Certain\\_T\\_hird\\_26SEP2019.pdf](https://mseportal.ondemand.sas.com/ctdt/help/view/Terms_and_Conditions_Applicable_to_Certain_T_hird_26SEP2019.pdf).
- Researcher agrees that the Access System Manager has the right to audit the correct usage of the Access System by the Researcher.
- Researcher will not disclose confidential information of Sponsor, its affiliates, or the Access System Manager that is related to or contained within the Access System to any third parties without the prior written approval of the Sponsor(s) or Access System Manager, respectively, except as necessary for the purpose(s) described in the DSA.