

## Adverse Event AI User Agreement (Updated May 2026)

This User Agreement ("**User Agreement**") by and between you ("**you**") and EXPERT GRAPH LLC ("**EXPERT GRAPH**", "**we**", "**us**", or "**our**"), in conjunction with those of the separate Adverse Event AI Subscription Agreement and related Order Form (the Subscription Agreement and Order Form, collectively, the "**Agreement**") by and between EXPERT GRAPH LLC and you or your employer ("**Subscriber**"), govern your access to, and use of, the Adverse Event AI web-based platform located at [www.adverseevent.ai](http://www.adverseevent.ai) (the "**Site**"), including any software applications, tools, and services made available through it, such as functionality for analyzing FDA adverse event data and preparing FDA Form 3500A and ICH E2B(R3) XML submission files (collectively, the "**Services**"). By accessing and/or using the Site or any Service, you agree to be bound by this User Agreement. In the event the Agreement provides you with other or additional rights, the terms of the Agreement will govern to the extent of any explicit conflict with this User Agreement.

**1. USE OF THE SITE/CONTENT.** Subject to the terms hereof and those of the Agreement, you may access and use for Subscriber's internal business purposes during the time period specified in the Agreement: (i) the Site, (ii) any Site content made available to you ("**Content**"); (iii) any Adverse Event AI software applications made available to you hereunder (each, an "**Application**") for the purpose of accessing the Site through that Application; and (iv) any draft documents, reports, forms, or files (including draft FDA Form 3500A documents and draft E2B(R3) XML files) that the Services prepare or generate based on inputs you or Subscriber provide (collectively, "**Generated Outputs**"). Except as otherwise provided in this User Agreement or the Agreement, no other access or use rights are granted to you and any use beyond what is explicitly authorized in this User Agreement and the Agreement is a material breach of both documents. This User Agreement and your rights under it will terminate on the expiration or termination of your access rights under the Agreement.

**2. REGISTRATION AND PASSWORDS.** The Site, the Applications, the Services and the Content may only be accessed through valid login credentials issued in accordance with this User Agreement and those of the Agreement. You are required to register for a single user account with a user name and password. You must complete the registration process by entering your general contact information in the "My Account" section of the Adverse Event AI product including current, complete and accurate information as prompted by the form.

**YOUR ACCOUNT USERNAME AND PASSWORD ARE SOLELY FOR YOUR INDIVIDUAL USE TO ACCESS THE SITE AND YOU MAY NOT PERMIT ANYONE ELSE TO USE THEM OR YOUR ACCOUNT.** You are responsible for all use of the Applications, the Site, the Services and any Content accessed through your account (including, without limitation, any illicit use of your user ID and/or password) and for preventing such unauthorized use. If you believe there has been unauthorized access or use of the Applications, the Site, the Services or any Content through your account credentials, you must notify EXPERT GRAPH LLC immediately by emailing [team@adverseevent.ai](mailto:team@adverseevent.ai). EXPERT GRAPH LLC reserves the right in its sole discretion to suspend, disable or terminate your account or your access to it or to change your account ID, user name or password at any time. Additionally, your use of the Site is subject to the terms of the Adverse Event AI Privacy Policy ("**Privacy Policy**"), a current copy of which is available for your review on the Site. EXPERT GRAPH LLC reserves the right to amend the Privacy Policy at any time, in which case the amended Privacy Policy will be posted on the Site. If you don't pay for your paid account on time, we reserve the right to deactivate it.

**Cancellation and refunds.** You may cancel Your Adverse Event AI paid account at any time through Your account settings or by emailing [team@adverseevent.ai](mailto:team@adverseevent.ai) (instructions are also available at <https://www.adverseevent.ai/delete>). Cancellation stops future billing. Adverse Event

AI does not issue refunds for any paid subscription, except as expressly described below or where a refund is required by applicable law.

**Monthly plans.** Monthly plans are non-refundable. If You cancel a monthly plan, You will retain access through the end of the current monthly billing period, and Your subscription will not renew for the following month. No refund is issued for the current month.

**Six-month and annual prepaid plans — 14-day conversion to monthly.** Six-month and annual prepaid plans are non-refundable. However, within fourteen (14) days of Your initial purchase of a prepaid six-month or annual plan, You may request to convert that plan to a monthly plan by emailing team@adverseevent.ai. If You make such a request within the 14-day window, EXPERT GRAPH LLC will: (a) retain an amount equal to one (1) month of the Services at the then-current monthly rate; (b) refund the remaining prepaid amount; and (c) place Your account on a monthly subscription, which will renew (and may be cancelled) on a month-to-month basis going forward. The 14-day conversion right applies only to Your first prepaid subscription on Your account; renewals of a prepaid plan and any subsequent prepaid subscriptions purchased after a prior conversion or cancellation are not eligible for conversion. After the 14-day window, prepaid plans cannot be converted, and no refund or proration will be issued; You may cancel future renewal, but the remainder of the prepaid term is forfeited.

**Refunds required by law.** Nothing in this section limits any refund right You may have under applicable law (for example, statutory rights of withdrawal that apply to consumers in certain jurisdictions). Where such a right applies and conflicts with this section, the statutory right will govern.

**3. LIMITATIONS ON USE.** Except for the limited rights to download, store and/or print Content and Generated Outputs set forth in Section 4 below, you may not download, store, reproduce, republish, transmit, display, distribute or take screen shots of any portion of the Applications, the Site or any Content. In addition, you may not: (a) sell, rent, lease, loan, transfer, sublicense or otherwise make available or permit access to any Application, the Site, the Services or any Content to any third party; (b) modify, decompile, disassemble or reverse engineer any portion of the Site, the Services or any Application; (c) use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code or any other device, program, tool, algorithm, process or methodology having similar functionality, to access, acquire, copy or monitor any portion of the Content, the Site, the Services or any Application; (d) violate the security of the Site, the Services or any Application or attempt to gain unauthorized access to any Application, the Site, the Services, the Content or Adverse Event AI's computer systems or networks connected to any server associated with Adverse Event AI, through hacking, password mining, social engineering or any other means; (e) use any Application, the Site, the Services or any Content in a manner that infringes or violates the rights of EXPERT GRAPH LLC or any third party; (f) export or re-export the Applications, the Site, the Services, the Content or any portion thereof in violation of the export control laws/regulations of the United States or the jurisdiction in which you are located (if different); (g) use the Applications, the Site, the Services or the Content in any manner that is unlawful or harms EXPERT GRAPH LLC, its service providers, suppliers or any other user; (h) use the Site, the Services or any Generated Output in connection with any submission to FDA or any other regulatory authority without first reviewing the Generated Output in full and making such corrections, additions, deletions, or adjustments as are necessary for the submission to be accurate, complete, and compliant with applicable law and regulation; or (i) use the Services, the Site, or any Content or Generated Output to train, fine-tune, evaluate, or develop any machine learning model, large language model, or artificial intelligence system that competes with the Services. EXPERT GRAPH LLC may track, monitor, report, analyze, and limit your Site usage;

provided that EXPERT GRAPH LLC will not make such information available to any third party other than in an aggregated, de-identified format.

**4. EXCEPTIONS TO USE LIMITATIONS.** Subject to the terms of this User Agreement and those of the Agreement, you are entitled – if you are an Authorized User (as defined in the Agreement) – to incorporate de minimis amounts of data derived from the Content into presentations and reports for use solely in connection with Subscriber’s internal business operations. Specifically, you have the right to distribute in the ordinary course of Subscriber’s business limited extracts of data derived from the Content to Subscriber employees, affiliates, clients and/or prospective clients, in the form of charts, graphs, graphics, presentations, statistics, research reports and other reports; provided, however, that in each case: (i) EXPERT GRAPH LLC retains sole ownership over any Content incorporated therein; (ii) the distributed presentations, reports, etc., are not issued on behalf of any unaffiliated third party; (iii) the following source attribution is included: "Source: Adverse Event AI"; and (iv) any publication of aggregated data is first approved in writing by EXPERT GRAPH LLC. If you would like to obtain this permission, you must e-mail EXPERT GRAPH LLC a copy of your proposed publication at [team@adverseevent.ai](mailto:team@adverseevent.ai).

In addition to the foregoing, if you are an Authorized User and the terms of the Agreement so provide, you may use the functionality of the Site to download and store the amount of Content, if any, authorized in the Agreement; provided that you do not store any such information for longer than three hundred (300) days from the date it was first downloaded by you. Neither downloading nor printing shall be done if the result would be that either you or the Subscriber compiles more than an insubstantial portion of the Adverse Event AI database from which such Content is pulled. The foregoing 300-day limitation does not apply to Generated Outputs that you have downloaded for the purpose of reviewing, correcting, and submitting them to FDA or another regulatory authority; you may retain Generated Outputs as needed to comply with your own recordkeeping obligations under applicable law.

**5. SCOPE OF SERVICES; PREPARATION ONLY, NOT FILING.** The Services include functionality that (a) analyzes adverse event data sourced from the U.S. Food and Drug Administration’s (“FDA”) publicly available databases (including the FDA Adverse Event Reporting System (“FAERS”), the Manufacturer and User Facility Device Experience database (“MAUDE”), and the Vaccine Adverse Event Reporting System (“VAERS”)) and from inputs that you or Subscriber provide; and (b) prepares draft FDA Form 3500A documents and draft ICH E2B(R3)-formatted XML files (together with any other forms, reports, narratives, or files the Services generate, “Generated Outputs”). You acknowledge and agree that: (i) the Services are a document and data preparation tool; EXPERT GRAPH LLC does not file, submit, transmit, or deliver Generated Outputs to FDA, to the FDA Safety Reporting Portal, to the FDA Electronic Submissions Gateway, or to any other regulatory authority on your behalf, and EXPERT GRAPH LLC has no obligation to do so; (ii) Generated Outputs are drafts only and you and Subscriber are solely responsible for reviewing each Generated Output in full, making any corrections, additions, deletions, narrative changes, coding changes (including any MedDRA coding), and other adjustments required for the Generated Output to be accurate, complete, and compliant with all applicable laws, regulations, and FDA guidance documents before any submission to FDA or any other regulatory authority; (iii) EXPERT GRAPH LLC is not the “reporter,” “responsible person,” “manufacturer,” “importer,” “distributor,” “user facility,” “applicant,” “sponsor,” or “marketing authorization holder” with respect to any product, adverse event, or report, and nothing in the Services creates any such role; and (iv) any regulatory reporting obligations imposed on you or Subscriber by 21 CFR Parts 314, 600, 803, 1271, by section 760 of the Federal Food, Drug, and Cosmetic Act, by ICH guidelines, or by any other applicable law remain solely and exclusively yours.

**6. AI-GENERATED OUTPUTS; ACCURACY AND REVIEW.** You acknowledge that the Services use artificial intelligence, machine learning, large language models, and automated processing to analyze inputs and to prepare Generated Outputs. Outputs from such systems may contain errors, omissions, inaccuracies, miscodings, hallucinations, mistranslations, or inferences that are not supported by the underlying input data. The Services may produce different Generated Outputs from the same inputs on different occasions. EXPERT GRAPH LLC does not warrant, and expressly disclaims any warranty, that any Generated Output is accurate, complete, current, free of errors, fit for any particular purpose, or compliant with any specific law, regulation, FDA guidance, or technical standard (including, without limitation, the ICH E2B(R3) Implementation Guide or any FDA regional implementation of it). You and Subscriber must independently verify the accuracy and completeness of every Generated Output and confirm its compliance with all applicable requirements before relying on it for any purpose, including before filing or transmitting any Generated Output (or any portion of it) to FDA or any other regulatory authority. Without limiting the generality of the foregoing, you agree that you will not rely on any Generated Output as a substitute for the independent judgment of qualified drug safety, pharmacovigilance, medical, regulatory affairs, or legal professionals.

**7. USER-PROVIDED DATA; HEALTH AND PATIENT INFORMATION.** If you or Subscriber upload, transmit, paste, type, or otherwise provide any data, text, documents, files, or information to the Site or Services (including, without limitation, case narratives, patient information, healthcare provider information, product information, or any other content used as input to the Services) (collectively, "User-Provided Data"), you represent and warrant on behalf of yourself and Subscriber that: (a) you have all rights, authorizations, consents, and authority necessary to upload the User-Provided Data and to permit EXPERT GRAPH LLC to use it as contemplated by this User Agreement and the Agreement; (b) the User-Provided Data, and EXPERT GRAPH LLC's use of it as permitted under this User Agreement and the Agreement, do not and will not violate any law, regulation, contract, or third-party right (including any privacy, publicity, intellectual property, or confidentiality right); (c) before submitting any User-Provided Data, you have removed, de-identified, redacted, or pseudonymized all direct patient identifiers and any other identifiers to the maximum extent consistent with your regulatory reporting needs; and (d) you have provided all notices and obtained all consents and authorizations required under applicable privacy and data protection law (including, where applicable, the EU General Data Protection Regulation and comparable U.S. state laws) for EXPERT GRAPH LLC to process the User-Provided Data.

You acknowledge that: (i) the Services are not designed, intended, or marketed to receive, store, or process protected health information ("PHI") as defined under the U.S. Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations; (ii) EXPERT GRAPH LLC is not a "covered entity" or, except where EXPERT GRAPH LLC has executed a written business associate agreement with Subscriber, a "business associate" of any covered entity; and (iii) you and Subscriber will not upload or submit PHI to the Services unless EXPERT GRAPH LLC has signed a written business associate agreement with Subscriber covering such PHI. If you upload PHI in breach of this Section, you and Subscriber are solely responsible for the consequences of that breach. The Services are intended for individually identifiable case-level adverse event information only to the extent necessary to prepare a Form 3500A or E2B(R3) report, consistent with the FDA's recognition that adverse event reports may contain limited patient identifiers.

**8. LIMITED LICENSE TO USER-PROVIDED DATA; NO SERVER-SIDE STORAGE OF FILE CONTENTS.** You and Subscriber retain ownership of User-Provided Data. You hereby grant EXPERT GRAPH LLC a worldwide, non-exclusive, royalty-free, limited license to receive, process in memory, transmit, analyze, and use the User-Provided Data solely as necessary to: (a) provide,

operate, maintain, and support the Services during Your active session; (b) prepare Generated Outputs at Your request; and (c) comply with applicable law and respond to lawful requests from regulators. The Services are designed not to persist the substantive contents of User-Provided Data or Generated Outputs to EXPERT GRAPH LLC's databases or long-term storage after Your session ends, and EXPERT GRAPH LLC will not use User-Provided Data to train any artificial intelligence or machine learning model. Working state that You wish to retain across sessions is saved by You to Your own device as a JSON file and re-uploaded by You when You wish to resume; EXPERT GRAPH LLC does not retain a copy of that file and cannot recover it for You. EXPERT GRAPH LLC does, however, maintain activity logs (a record of actions taken in Your account, such as sign-ins, uploads, and downloads, together with timestamps and IP addresses) and a record of queries You submit against publicly available adverse event data sources (such as FAERS, MAUDE, and VAERS). The contents and retention of those records, and the limited purposes for which they are used, are described in the Privacy Policy.

**9. DATA CONTRIBUTIONS.** Anyone may contribute data or information to Adverse Event AI. Such data contributions are voluntary; however, anyone who makes them (each such person, a "Contributor") acknowledges that EXPERT GRAPH LLC may use any data so contributed without restriction, unless a specific written agreement to the contrary has been entered into by EXPERT GRAPH LLC. In contributing such data, the Contributor hereby represents and warrants that: (i) its contribution does not breach any agreement, any intellectual property right (at law or in equity) or any law to which it is subject; and (ii) EXPERT GRAPH LLC is granted a perpetual, irrevocable license to use such data for any lawful purpose. The data underlying the Content has been obtained from sources that are believed to be reliable but neither EXPERT GRAPH LLC nor any third party providing such data guarantees the accuracy, completeness or timeliness of the underlying data, any Content, or any analyses based thereon. You must verify all information.

**10. NOTES AND FILES FUNCTIONALITY.** If Subscriber has additionally licensed the Site's Notes and Files functionality for your use, you will have the ability to upload Subscriber Data for use by you and other Subscriber-affiliated Users. EXPERT GRAPH LLC has no control over the content of any Subscriber Data and accepts no responsibility for its accuracy, completeness or timeliness. Additionally, you and Subscriber remain solely responsible for: (a) any use you choose to make of the Subscriber Data, including, without limitation, which of its Users have access to it; and (b) ensuring that the Subscriber Data and your use of it: (i) comply with all applicable laws and regulations; and (ii) do not violate the rights of any third party.

**11. RESERVATION OF RIGHTS.** All right, title and interest (including all copyrights and other intellectual property rights) in the Applications, the Site, the Services and Content belong to EXPERT GRAPH LLC and/or its suppliers. Notwithstanding the foregoing, EXPERT GRAPH LLC does not claim an ownership interest in (a) Generated Outputs that are based on User-Provided Data, except in the underlying templates, formats, software, models, and methodologies used to produce them, which remain the sole property of EXPERT GRAPH LLC; (b) derivations of Content that you create through your authorized use of the Site if such derived work is sufficiently transformed so that any Content on which it is based or that forms one or more inputs into it cannot be readily understood, reverse engineered, disassembled or decompiled by a person reasonably knowledgeable in the field; or (c) any data or other content not originally sourced from Adverse Event AI, its affiliates or any of their suppliers that is separately uploaded by Subscriber or its Users (as defined in the Agreement) onto the Site (e.g., custom entity records, custom text files, User-Provided Data, etc.) (all such data and content described in (c), collectively, "Subscriber Data"). Except as expressly provided in this User Agreement and/or the Agreement, nothing contained herein shall be construed as conferring upon you any right in the Applications, the Site, the Services, or any Content. You agree that the Applications, the Site, the Services, and the Content are protected by copyrights, trademarks, service marks, patents or other

proprietary rights and laws. You agree not to remove or obscure the copyright or other notices contained in Content retrieved from the Site, including but not limited to any copyright or other notices included on the printable profiles.

**12. NO REGULATORY, MEDICAL, OR LEGAL ADVICE; NOT A FILING AGENT.** The Applications, the Site, the Services, the Content, and all Generated Outputs are made available for informational and document-preparation purposes only and do not constitute, and should not be construed as, (a) regulatory advice, legal advice, medical advice, pharmacovigilance advice, or any other professional advice; (b) a determination of whether any event is a reportable adverse event, whether any event meets the criteria for "serious," "unexpected," "life-threatening," "death," or any other regulatory threshold, or whether and when any report is required to be filed; (c) a substitute for the independent judgment of a qualified drug safety, pharmacovigilance, medical, regulatory affairs, clinical, or legal professional; or (d) an official communication from FDA or any other regulatory authority. If you are seeking advice rather than data analysis and document preparation, you should obtain the services of a qualified professional. Except for providing the Services as described in this User Agreement, EXPERT GRAPH LLC does not provide any other services. Neither EXPERT GRAPH LLC nor the Site serves as your agent for any purpose, including as your agent for submission of reports to FDA or any other regulatory authority. You understand and agree that: (i) any decisions you make using any Application, the Site, the Services, the Content, or any Generated Output are made solely at your own risk; and (ii) you will indemnify and hold harmless in any proceeding in law or equity EXPERT GRAPH LLC, any of its affiliates and any of their directors, officers, employees and agents for any damages, liability, or other loss (including legal fees) arising out of or relating to (A) any decisions of any nature you make or refrain from making based on your use of any Application, the Site, the Services, any Content, or any Generated Output; (B) any submission, filing, or failure to submit or file any Generated Output (in whole or in part) with FDA or any other regulatory authority; (C) any User-Provided Data; or (D) your breach of this User Agreement, including without limitation the representations and warranties in Section 7.

**13. NO WARRANTY; DISCLAIMER.** The Applications, the Site, the Services, any Content, and any Generated Output are provided for informational and document-preparation purposes only, are not intended to provide legal, regulatory, medical, pharmacovigilance, or other types of professional advice, and should not be relied upon in that respect. You should not act or rely on any information on the Site without seeking the advice of a qualified professional. Any Content, including, without limitation, any opinion, advice, article, publication, statement, service, offer, or other information expressed or made available on the Site, or on any site linked to the Site, is that of the respective author or distributor and not of EXPERT GRAPH LLC, its affiliates, or their agents. EXPERT GRAPH LLC reserves the right to modify the Site, the Services, and/or any Content at any time without notice. However, EXPERT GRAPH LLC assumes no obligation to do so or to advise on further developments concerning topics mentioned on the Site. The Content and Generated Outputs may contain typographical errors, miscodings, or other inaccuracies.

EACH OF THE APPLICATIONS, THE SITE, THE SERVICES, THE CONTENT, AND ANY GENERATED OUTPUT IS PROVIDED ON AN "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" BASIS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, REGULATORY COMPLIANCE, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPERT GRAPH LLC, ITS AFFILIATES, THEIR SUPPLIERS AND ALL OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "**EXPERT GRAPH LLC PARTIES**") MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED REGARDING ANY APPLICATION, THE SITE, THE SERVICES, ANY CONTENT, OR ANY GENERATED OUTPUT. ADDITIONALLY, THE EXPERT GRAPH LLC PARTIES EXPRESSLY

DISCLAIM ALL WARRANTIES AND CONDITIONS HEREUNDER, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT AND NON-INFRINGEMENT; (B) OF ADEQUACY, ACCURACY, TIMELINESS, REGULATORY COMPLIANCE, AND COMPLETENESS OF CONTENT, GENERATED OUTPUTS, OR RESULTS; (C) ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (D) OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE.

**14. LIMITATION OF LIABILITY; EXCLUSIVE REMEDY.** IN NO EVENT WILL THE EXPERT GRAPH LLC PARTIES BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY DAMAGES ARISING FROM (W) ANY REGULATORY ACTION, FINE, PENALTY, OR ENFORCEMENT ACTION TAKEN BY FDA OR ANY OTHER GOVERNMENTAL AUTHORITY AGAINST YOU OR SUBSCRIBER; (X) ANY FAILURE TO FILE, LATE FILING, OR INCORRECT FILING OF ANY ADVERSE EVENT REPORT; (Y) ANY ERROR, OMISSION, OR INACCURACY IN ANY GENERATED OUTPUT; OR (Z) ANY OTHER MATTER ARISING OUT OF, BASED ON, OR RESULTING FROM THIS USER AGREEMENT OR YOUR USE OF THE SITE, THE APPLICATIONS, THE SERVICES, ANY CONTENT, OR ANY GENERATED OUTPUT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. TO THE EXTENT THE FOREGOING LIMITATIONS ARE NOT ENFORCEABLE, THE AGGREGATE LIABILITY OF THE EXPERT GRAPH LLC PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS USER AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE FEES, IF ANY, PAID BY YOU OR SUBSCRIBER TO EXPERT GRAPH LLC FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**15. FORCE MAJEURE.** EXPERT GRAPH LLC is not responsible for any delays or failure in performance of any Application, the Services, and/or any part of the Site, from any cause beyond its reasonable control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, pandemics, and acts of hackers or third-party internet service providers.

**16. LINKS TO THIRD PARTY SITES.** The Site – whether through an Application or otherwise – may contain links to other websites ("Linked Sites"), including links to FDA websites, the FDA Safety Reporting Portal, and other government resources. The Linked Sites are not under the control of EXPERT GRAPH LLC and EXPERT GRAPH LLC is not responsible for the contents or operation of any Linked Site, including without limitation any content contained in a Linked Site, any changes or updates to a Linked Site or the manner in which any Linked Site handles any information submitted by or related to your accessing or using it. EXPERT GRAPH LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EXPERT GRAPH LLC of the Linked Site or any association with its operators. In particular, no link to any FDA or other government website constitutes endorsement of the Services by FDA or any other government agency.

**17. CLAIMS OF COPYRIGHT INFRINGEMENT.** Anyone who believes that their work has been reproduced on the Site in a way that constitutes copyright infringement should notify EXPERT

GRAPH LLC's copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:

- (a) Identification of the copyrighted work that you claim has been infringed;
- (b) Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Site so that the copyright agent can locate it;
- (c) Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- (d) A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent by e-mail to [team@adverseevent.ai](mailto:team@adverseevent.ai). If you give notice of copyright infringement by e-mail, EXPERT GRAPH LLC's copyright agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement as an attachment to your e-mail before we are required to take any action.

**18. UPDATES.** EXPERT GRAPH LLC reserves the right to change or otherwise update this User Agreement at any time. Updated versions of the User Agreement will be posted in the User Agreement section of the Site and any such modifications will be effective upon the posting of such updated terms. Please check the User Agreement each time before you access the Site to determine whether a change has been made to this User Agreement. If you do not agree to any changes in this User Agreement as they may occur, please arrange to terminate your registration with the Site immediately and discontinue your use of the Applications, the Services, the Content and the Site. In addition, EXPERT GRAPH LLC may, from time to time, provide updates or enhancements to the Site, the Services, and/or the Applications. These updates may contain, without limitation, bug fixes, patches, enhanced functionality, additional or different Content, and new versions of the Site or the relevant Application(s). Your continued use of the Applications, the Services, the Site or the Content constitutes your binding acceptance of such modifications. EXPERT GRAPH LLC reserves the right in its sole discretion to temporarily or permanently disable or terminate any and all Application, Service, and/or Site functionality and/or remove any Content at any time without notice and without liability to you or any third party.

**19. ILLICIT OR UNLAWFUL ACTIVITY.** You agree to comply with all laws applicable to your use of any Application, the Site, the Services, and/or the Content, including without limitation all applicable FDA regulations, the Federal Food, Drug, and Cosmetic Act, the Public Health Service Act, ICH guidelines, and applicable privacy and data protection laws. EXPERT GRAPH LLC reserves the right to investigate complaints or violations of the User Agreement and to take any action EXPERT GRAPH LLC deems appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

**20. REMEDIES FOR VIOLATIONS.** EXPERT GRAPH LLC reserves the right to seek all remedies available to it at law and/or in equity for violations of the User Agreement, including but not limited to, the right to block access from a particular internet address to this Site and any other Adverse Event AI websites and their features and to seek injunctive relief without the need to provide notice or post bond. All provisions of this User Agreement that would reasonably be expected to continue after its termination shall so continue.

**21. CHOICE OF LAW; EXCLUSIVE JURISDICTION AND VENUE.** This User Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction and venue in the state and federal courts located in New York, New York for any and all disputes, claims and actions arising from or in connection with the Site, the Services, the Content and this User Agreement.

**22. THIRD PARTY RIGHTS.** The provisions of Sections 12 (No Regulatory, Medical, or Legal Advice), 13 (No Warranty; Disclaimer), 14 (Limitation of Liability; Exclusive Remedy), 20 (Remedies for Violations), and 23 (Confidential Information) are for the benefit of the EXPERT GRAPH LLC Parties. Each of the EXPERT GRAPH LLC Parties shall have the right to assert and enforce those provisions directly against you on its own behalf.

**23. CONFIDENTIAL INFORMATION.** Each party acknowledges that certain Confidential Information of the other party may be disclosed to it during the term of this User Agreement. For purposes of this User Agreement, "Confidential Information" means any information that is labeled "confidential," "proprietary," etc., or that is disclosed in such a way that a reasonable person acting reasonably would understand it to be of confidential/proprietary nature. For absence of doubt, Confidential Information includes, without limitation, all trade secrets, customer lists, marketing and product plans, technology, systems, business processes, and any other financial, sales, marketing or business information, including, without limitation, the terms of this User Agreement, the Subscriber Data, and the User-Provided Data, that is: (1) not already in the public domain; (2) not lawfully obtained from a third party without any obligation of confidentiality; (3) not lawfully known to the receiving party prior to disclosure by the other party; or (4) independently developed by the receiving party, without reference to the other party's Confidential Information. Except as otherwise expressly provided in this Agreement, each party will treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information, but in no event less than a reasonable degree of care; and, if requested by the other party, will destroy or return to the other party all Confidential Information upon termination or expiration of this User Agreement.

**24. GENERAL.** If any part of this User Agreement is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this User Agreement will continue in effect. The section titles in this User Agreement are solely used for the convenience of the parties and have no legal or contractual significance. EXPERT GRAPH LLC may assign this User Agreement, in whole or in part, at any time with or without notice to you. You may not assign this User Agreement or assign, transfer or sublicense your rights, if any, in the Site, the Services, or any Content. EXPERT GRAPH LLC's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except for any subscription agreement entered into by you and EXPERT GRAPH LLC, this User Agreement constitutes the entire agreement between you and EXPERT GRAPH LLC with respect to the Site, the Services, and the Content and supersedes all prior or contemporaneous communications of any kind between you and EXPERT GRAPH LLC with respect to the Site, the Services, and the Content. Those sections of this User Agreement that would reasonably be anticipated to survive its termination or expiration shall so survive.

**For more information regarding this User Agreement, please contact EXPERT GRAPH LLC:**

**By e-mail:** [team@adverseevent.ai](mailto:team@adverseevent.ai)