
Syneos Health Website Terms of Use

These Terms of Use (“Terms”) are a legal contract between you and Syneos Health, Inc., and our subsidiaries and affiliates (“us” or “our” or “we” or “Syneos Health”) and govern your use of the website <http://www.syneoshealth.com> and all related subdomains and redirects of that site (collectively, the “Website”) and all of the text, data, information, software, graphics, videos, photographs, and other materials (all of which are referred to as “Materials”) that we may make available to you through the Website.

READ THESE TERMS CAREFULLY BEFORE BROWSING THE WEBSITE. USING THE WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THE WEBSITE IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH SYNEOS HEALTH. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

CHANGES.

We may alter the Materials or may choose to modify, suspend, or discontinue the Website or portions of the Website at any time and without notifying you. We may also change, update, add, or remove provisions (collectively, “modifications”) of these Terms from time to time. Because everyone benefits from clarity, we promise to inform you of any modifications to these Terms by posting them on the Website.

If you object to any modifications, your sole recourse will be to cease all use of the Website and Materials. Continued use of any part of the Website or Materials following notice of any modifications indicates that you acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be supplemented or superseded in whole or in part by legal notices or terms applicable to certain services provided via the Website. Such legal notices or terms are incorporated into these Terms and supersede the provisions of these Terms for purposes of those specified services.

GENERAL USE.

We invite you to use the Website for individual and informational purposes (“Permitted Purposes”). In these Terms we are granting you a limited, personal, non-exclusive, and non-transferable license to use and to display the Materials. Your right to use the Materials is conditioned on your compliance with these Terms. You have no other rights in the Website or the Materials and you may not modify, edit, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any portion of the Website or the Materials in any manner. If you make copies of any portion of the Website or the Materials while engaging in Permitted Purposes, you must keep on the copies all of our copyright and other proprietary notices as they appear on the Website and the Materials. Unfortunately, if you breach any of these Terms the licenses granted in these Terms will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies of the Materials).

PASSWORD RESTRICTED AREAS OF THIS WEBSITE.

We appreciate your decision to use the Website. You do not need to register with us to visit and view the Website. However, in order to use certain services provided via the Website, you must successfully register an account with us. If an account is required, the supplemental terms applicable to such services will describe the account creation process.

For so long as you use the account, you agree to provide true, accurate, current, and complete information. If you ever need to change or update your information, please email TOUcontact@syneoshealth.com. And if you forget your password, we will gladly send a password update to the email address associated with your account.



You are responsible for maintaining the confidentiality of your account password, and you are responsible for all activities that happen on and through your account. You agree not to share your account password, let others access or use your password, or do anything else that might jeopardize the security of your password. You agree to notify us if your password is lost or stolen, if you are aware of any unauthorized use of your password, or if you know of any other breach of security in relation to our Website.

ELECTRONIC COMMUNICATIONS.

By using the Website or the Materials, you consent to receiving electronic notifications from us about matters concerning your use of the Website. These electronic communications may include notices about applicable fees and charges, transactional information, and other information related to the Website. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal-communication requirements, including the requirement that communications be in writing.

PRIVACY POLICY.

We respect the information that you provide to us. Please review our Privacy Policy (“Privacy Policy”) <https://www.syneoshealth.com/syneos-health-tm-privacy-statement-and-terms-use> which explains how we collect and use such information.

LINKS TO THIRD-PARTY SITES.

We occasionally provide links on the Website to third-party websites (“Third-Party Sites”). If you use these links, you will leave the Website. We are not obligated to review any Third-Party Sites, we do not control any of the Third-Party Sites, and we are not responsible for any of the Third-Party Sites (or the products, services, or content available through any of them). Thus, we do not endorse or make any representations about such Third-Party Sites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the Third-Party Sites to which we have provided links from our Website, you do so entirely at your own risk and you must follow the privacy policies and terms and conditions for those Third-Party Sites.

UNAUTHORIZED ACTIVITIES.

We authorize your use of the Website only for Permitted Purposes. Any other use of the Website beyond the Permitted Purposes is prohibited and constitutes unauthorized use of the Website. This is because, as between you and us, all rights in the Website remain our property.

Unauthorized use of the Website may result in violation of various United States and international copyright laws. Because we value this relationship, we want to give you examples of things to avoid. So unless you have written permission from us stating otherwise, you are not authorized to use the Website or any part of the Website in any of the following ways:

- In connection with or on another website;
- In a manner that modifies, publicly displays, publicly performs, reproduces, or distributes any part of the Materials;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;

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- To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
 - To interfere with or disrupt the Website or the servers or networks connected to the Website;
 - To use any data mining, robots, or similar data-gathering or extraction methods in connection with the Website; or
 - To attempt to gain unauthorized access to any portion of the Website or any other accounts, computer systems, or networks connected to the Website, whether through hacking, password mining, or any other means.

This list provides examples of prohibited activities. It is not a complete list of everything that you are prohibited from doing.

You that a violation of these Terms results in a problem for us and to hire attorneys to defend us if you violate these Terms. You also agree to pay any damages that we may end up having to pay as a result of your violation. You alone are responsible for any violation of these Terms by you. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case you agree to cooperate with our defense in the matter.

PROPRIETARY RIGHTS.

The Website and Materials include registered and unregistered trademarks that belong to us. Other trademarks, names and logos on the Website are the property of their respective owners. Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Website are our sole property or the property of our licensors. All rights not expressly granted these Terms are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

INTELLECTUAL PROPERTY INFRINGEMENT.

We respect the intellectual property rights of others and encourage you to do the same. Accordingly, we have a policy of removing third party content that violates intellectual property rights of others, suspending access to this Website (or any portion thereof) to any user who uses this Website in violation of someone's intellectual property rights, and/or terminating, in appropriate circumstances, the account of any user who uses the this Website in violation of someone's intellectual property rights. Pursuant to Title 17 of the United States Code, Section 512, we have implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your copyright or other intellectual property right is being infringed by a user of this Website, please provide written notice to our agent for notice of claims of infringement:

Attn: Danielle DeForge, DMCA Agent
Email: danielle.deforge@syneoshealth.com

To be sure that the matter is handled immediately, your written notice must:

- Contain your physical or electronic signature;
- Identify the copyrighted work or other intellectual property alleged to have been infringed;
- Identify the allegedly infringing material in a manner precise enough to allow us to locate that material;

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- Contain adequate information by which we can contact you (including your physical address, telephone number, and email address);
 - Contain a statement that you have a good faith belief that the use of the copyrighted material or other intellectual property is not authorized by the owner, the owner's agent, or the law;
 - Contain a statement that the information in the written notice is accurate; and
 - Contain a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright or other intellectual property right owner.

Unless the notice relates to copyright or other intellectual property infringement, our agent will be unable to address the listed concern.

Submitting a Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided if the removal is in response to a validly received take-down notice. In response, you may provide our agent with a written counter-notification that includes the following information:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address, and telephone number and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of that person.

Termination of Repeat Infringers

We reserve the right, in our sole discretion, to terminate the account or access of any user of the Website who is the subject of repeated take-down or other infringement notices.

DISCLAIMER OF WARRANTIES.

THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU. THE MATERIALS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE AND MATERIALS, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE WEBSITE OR MATERIALS ARE FREE OF PROBLEMS. Without limiting the generality of the foregoing, we make no warranty that the Materials, Website or any part of the Website or Materials will meet your requirements or that the Website will be uninterrupted, timely, secure, or error free or that defects in this Website will be corrected. We make no warranty as to the results that may be obtained from the use of this Website or as to the accuracy or reliability of any information obtained through this Website. No advice or information, whether oral or

written, obtained by you through this Website or from us or our subsidiaries/other affiliated companies shall create any warranty. We disclaim all equitable indemnities.

LIMITATION OF LIABILITY.

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE OR FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

LOCAL LAWS; EXPORT CONTROL.

We control and operate this Website from our headquarters in the United States of America and the entirety of this Website may not be appropriate or available for use in other locations. If you use this Website outside the United States of America, you are solely responsible for following applicable local laws.

FEEDBACK.

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively “Feedback”), suggesting or recommending changes to the Website or the Materials, including new features or functionality relating to the Website or the Materials, all such Feedback is and will be treated as non-confidential and non-proprietary. You assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using the Feedback. Where the above assignment is prohibited by law, you grant us an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. You understand and agree that we are not obligated to use, display, reproduce, or distribute any ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel our use, display, reproduction, or distribution.

DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

Please Read This Provision Carefully. It Affects Your Legal Rights.

This Dispute Resolution, Arbitration, and Class Action Waiver provision (“Provision”) facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between you and Syneos Health. In this Provision, “dispute” is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third-party vendors) relating to these Terms, the Website or the Materials, whenever you also assert claims against us in the same proceeding.

This Provision provides that all disputes between you and us will be resolved by binding arbitration. Acceptance of these Terms constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or a jury. To be clear, there is no judge or jury in arbitration and judicial review of an arbitration award is limited. The arbitrator must follow this Provision and can award the same damages and relief (including attorney's fees) that a court is permitted to award. You may, however, opt-out of this Provision. If done, you would have the right or the opportunity to bring claims in court, before a judge or a jury, or to participate in or to be represented in a case filed in court by others (including class actions). BOTH YOU AND SYNEOS HEALTH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, RATHER THAN IN COURT, IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve the dispute which is done by emailing the following information to TOUcontact@syneoshealth.com: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief you seek. If we do not resolve the dispute within 45 days after receiving your notification, then you may pursue your dispute in arbitration. You may pursue your dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or we may choose to pursue a dispute in court and not by arbitration if: (a) the dispute qualifies for initiation in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS (the "Opt-Out Deadline"). You may opt-out of this Provision by emailing the following information to TOUcontact@syneoshealth.com: (1) your name; (2) your address; (3) a clear statement that you do not wish to resolve disputes with us through arbitration. Either way, we will not take your decision personally. In fact, we promise that your decision to opt-out of this Provision will have no adverse effect on your relationship with us. But, we do have to enforce the Opt-Out Deadline so keep in mind that **any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or we may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision. For arbitration before AAA, for disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative procedures or rules apply to the arbitration.

Because this Website and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not

provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or we may initiate arbitration in either North Carolina or the federal judicial district that includes your billing address.

Payment of Arbitration Fees and Costs – So long as you place a request in writing prior to commencement of the arbitration, we will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs and expenses upon your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. But, you will still be responsible for all additional fees and costs that you incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if you provide notice and negotiate in good faith with us as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and we specifically agree to do so in writing following initiation of the arbitration. **If you choose to pursue your dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of this Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by accepting this Provision in these Terms, you and we are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and we might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

Continuation

This Provision shall survive your discontinued use of the Website and Materials. Notwithstanding any provision in these Terms to the contrary, we agree that if we make any change to this Provision (other than a change to our notice address), you may reject any such change and require us to adhere to the present language in this Provision if a dispute between us arises.

LANGUAGE.

The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

GENERAL.

We think direct communication resolves most issues – if we feel that you are not complying with these Terms, we will tell you. We will even provide you with recommended necessary corrective action(s) because we value this relationship.

However, certain violations of these Terms, as determined by us, may require immediate termination of your access to the Website without prior notice to you. The Federal Arbitration Act, North Carolina state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Morrisville County, North Carolina. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, we are not waiving our rights. These Terms are the entire agreement between you and us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between you and Syneos Health about this Website. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US.

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at:

1030 Sync Street

Morrisville, NC 27560

TOUcontact@syneoshealth.com

(919) 876-9300