Registry End User License Agreement

Myriad Genetics, Inc. (“Myriad”) has developed the Precise Treatment Registry (the “Registry”), a registry of de-identified data, to provide research opportunities and foster partnerships with clinicians. The following terms apply to your use of the Registry. You must agree to these terms (the “EULA”) before accessing or using the Registry in any way. Please read it carefully, because by agreeing to these terms you are entering into a binding contract.

Permitted Use

Myriad agrees to grant you access to the Registry only for non-commercial research purposes relating to oncology. You agree that you will access and use the Registry only for non-commercial research purposes relating to oncology.

Limitations on Use

You agree that you will not access or use the Registry, or any data contained in the Registry, for any purpose other than non-commercial research purposes relating to oncology. For clarity, you specifically agree that you will not: i) export or copy any data from the Registry in any form; ii) attempt to identify, or identify, any person whose information is stored in the Registry; iii) attempt to contact, or contact, any person whose information is stored in the Registry; or iv) grant access to or use of the Registry to any third party.

Your Obligations

You agree to use reasonable safeguards to prevent access to or use of the Registry by you or any other person, except as allowed in this EULA. If you discover any access to or use of the Registry that is not specifically allowed under this EULA, you agree to notify Myriad in writing within 5 days of the discovery and include all details in your possession of the non-permitted access or use. You agree to reasonably cooperate with Myriad in investigating any non-permitted access or use.

Term and Termination

This EULA will become effective on the date you accept the terms and continue in force so long as you have access to or use the Registry, or any data contained in the Registry. Myriad may terminate this EULA and revoke your access to and use of the Registry at any time and for any reason. You may initiate termination of this EULA by providing written notice of termination to Myriad. Upon receiving a notice of termination from you, Myriad will revoke your access to the Registry, at which time the EULA will be terminated. YOUR OBLIGATIONS TO INDEMNIFY, DEFEND AND HOLD HARMLESS WILL SURVIVE TERMINATION OF THE EULA.

Your Personal Data

During the process of granting you access to the Registry, Myriad will collect information about you. Myriad will maintain and use this information in accordance with its Privacy Policy, available at https://myriad.com/privacy-policy/
INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS MYRIAD AND ANY OF MYRIAD’S AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY, DAMAGE, COST OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH YOUR BREACH OF THIS EULA.

NO WARRANTY

MYRIAD PROVIDES THE REGISTRY AS-IS AND AS-AVAILABLE. MYRIAD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE REGISTRY, AND HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE REGISTRY, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL MYRIAD BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE REGISTRY, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF MYRIAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Compliance with Law

You acknowledge that you will access and use the Registry in compliance with all applicable law. You agree that Myriad may modify the Registry and this EULA to comply with the requirements of any applicable law, as determined by Myriad.

Choice of Law and Venue

This EULA and the relationship between you and Myriad will be governed by the laws of the State of Utah, excluding its conflicts of law provisions. You and Myriad agree to submit to the personal and exclusive jurisdiction of the courts located within Salt Lake County, Utah to resolve any dispute or claim arising from this EULA.