

## External User Terms of Use Agreement

### 1. Overview/Purpose:

The purpose of this document is to provide the Terms of Use (“Terms”) for St. Jude Children’s Research Hospital’s Microsoft Office 365 (“O365”) content management and collaboration platform, including OneDrive and Microsoft Teams (the “Services”). This document outlines the roles and responsibilities and the processes that guide, direct, and govern external collaborators accessing St. Jude’s O365 Services. These terms are a binding legal agreement between you or the entity you represent (“you”) and St. Jude Children’s Research Hospital (“we”, “us”, “our”, or “St. Jude”). By clicking the “I AGREE” icon below, you agree to be bound by these Terms. In return, you will receive authorized access to St. Jude’s O365 Services in accordance with these Terms.

The [St. Jude Privacy Policy](#) (“Privacy Policy”) sets forth how we may process any personal data in connection with your use of the Services and is hereby incorporated by reference.

Though your access and use of St. Jude’s O365 Services is governed by the Terms effective at the time, please note that O365 is a cloud-based content management and collaboration service managed by Microsoft that is constantly changing. As such, this is a "living" document that will be reviewed and/or updated by St. Jude at our discretion and without advance notice to you. We will provide notice of material changes and, if applicable, obtain agreement, to the Terms in accordance with applicable law. You are responsible for regularly reviewing the Terms, and by continuing to use the Services, you accept any revised Terms. You agree and understand that St. Jude reserves the right to unilaterally terminate your access privileges or otherwise deny you access to the O365 Services in the event that you do not agree to any proposed modifications to the Terms.

### 2. Intended Scope:

This document applies to any user who is **not** a workforce member of St. Jude (such as contractors, consultants, or collaborators from other research or healthcare entities) that may be granted authorized access to the Services. Such users are defined as “External Users.”

Site Member or Site Visitor (defined below) access can be granted to External Users. External Users do not have to have a St. Jude Office 365 license to use O365. Site Member or Site Visitor access can be granted to specific folders or files through the “External Sharing” feature.

### 3. Definitions:

“Site Owner” refers to users who have been granted full access to a Site Collection. External Users may not be “Site Owners,” per these Terms.

“Site Member” refers to users who have been granted read-write access to a site collection. Site Members have control over content, as they may have the ability to add, edit and delete content.

“Site Visitor” refers to users who have been granted read-only access to a site collection.

“Site Collection” refers to a group of sites that have the same owner and share administrative settings and permissions.

### 4. Guidelines:

All External Users are required to read and adhere to the following guidelines:

External Users will use the information shared with them in good faith and for the collaboration purposes intended. The information shared must be deleted and/or securely disposed of once it is no longer needed for collaboration purposes. The information shared with specific External Users added to St. Jude’s Office 365 environment for collaboration purposes must not be shared with any third parties.

By accessing the Services, you represent and warrant that you are at least 18 years old and have been authorized by a St. Jude workforce member to access the Services.

Subject to your agreement and compliance with these Terms, St. Jude grants you a limited, revocable, non-exclusive, royalty-free, non-transferable, non-sublicensable license for a limited period of time to access the Services. Your access privileges may not be transferred by you to any third parties. No license is given to you if you are located in or a citizen of an embargoed or restricted country.

In order to ensure we can protect and properly administer the Services, we expressly reserve the right to modify, suspend, disable, or close any user account at any time and for any reason or for no reason without any prior notice to you. You further agree and understand that we may, in our sole discretion and without any prior notice, delete any files which you maintain in the Services and any information which you may choose to post there. You should keep a copy of any material which you share using the Services, because we will not undertake to retain copies of any material which we (or others) may delete from the Services.

All content on the Services (including, but not limited, text, designs, graphics, logos, icons, images, audio clips, downloads, interfaces, information, code and software, and the selection and manner of compilation and presentation) (the "Content"), is owned by St. Jude, other content providers, or their licensors, and may be protected by copyright, trademark, and other applicable laws. St. Jude, other content providers, and/or their licensors retain full and complete title to and reserve all rights in the material on the Services, including all associated intellectual property rights. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by St. Jude or its licensors, except for the licenses and rights expressly granted in these Terms. Your access to and use of the Services does not grant you any license or right to use any trademark, logo, or service mark displayed on the Services except as expressly authorized herein. St. Jude neither warrants nor represents that your use of materials on the Services will not infringe rights of third parties. You (on behalf of yourself and your company) agree not to (i) do or fail to do anything which might jeopardize St. Jude's or its licensor's ownership in or its licensors' rights to the intellectual property in the Content, or (ii) file for registration or otherwise claim ownership rights in such intellectual property or (iii) file for registration or otherwise similar rights to such intellectual property.

## **5. Account Security and Security Auditing:**

External Users are required to register an account with us before being granted access to St. Jude's O365 Services. When you do, we may ask you to provide certain registration details (for example, a valid email address) or other information about yourself. All such information is subject to our Privacy Policy.

Once you have an account, you are responsible for all activities that occur in connection with your account. You will treat as confidential your account access credentials and will not to disclose your credentials to any third-party. You agree to immediately notify us if you have any reason to believe that your account credentials have been compromised or if there is any unauthorized use of your account or password, or any other breach of security. We ask that you use particular caution when accessing your profile from a public or shared computer, or when using your account in a public space, such as a park or cafe or public library, so that others are not able to view or record your access credentials or other personal information.

You agree to provide true and accurate information in connection with your account. You may not impersonate someone else to create an account, create or use an account for anyone other than yourself, permit anyone else to use your account, transfer your account, or provide personal information for purposes of account registration other than your own. User access changes may be reviewed by St. Jude Information Services staff. Policy violations will be remedied by Information Services upon discovery and reported to the appropriate Site Owners.

## 6. Acceptable Use Policy:

You may access and use the O365 Services only for lawful purposes in accordance with these Terms. We are under no obligation to enforce the Terms on your behalf against another user; however, we encourage you to let us know if you believe another user has violated these Terms or has otherwise engaged in prohibited or illegal conduct.

In agreeing to these Terms, you agree not to (and will not assist, encourage, or enable others) to:

- Violate any applicable federal, state, local, or international law or regulation.
- Create, send, display, transmit, upload, download, use, or reuse any content which:
  - Contains any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, illegal, or otherwise objectionable.
  - Infringes any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person or entity; or
  - Violates or assists in the violation of legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these Terms and/or our Privacy Policy.
- spam anyone or conduct any commercial solicitation purposes without St. Jude's written permission;
- Reverse engineer, decompile, or disassemble any portion of the Services.
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit St. Jude Intellectual Property, except as may be expressly authorized by St. Jude in a written contract or agreement between you and St. Jude.
- Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Services or on any materials printed or copied from the Services.
- Record, process, harvest, collect, or mine information about other users.
- Use the Services to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature (collectively, "Viruses").
- Use the Services to violate the security of any computer network, crack passwords or security encryption codes.
- Remove, circumvent, disable, damage, or otherwise interfere with any security-related features or other restrictions of the Services.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

In addition to St. Jude's Acceptable Use Policy in this Section 6, all External Users must read and adhere to the following Microsoft Terms of Use:

- [Microsoft Terms of Use](#)
- [Microsoft Licensing Terms and Documentation](#)
- [Microsoft Trademarks](#)

## 7. St. Jude's Use of Your Information:

St. Jude maintains limited information about you such as first and last name, email address, photo, company name, job title, telephone numbers, IP address, and any other contact information you provide to St. Jude when creating your account for use of the O365 Services. By using the O365 Services, you agree to allow St. Jude to receive this information for the purposes of ensuring that external access of the Services is authorized, and to maintain overall security of the O365 environment.

The Services may permit you to upload certain information or data ('User Data'). You acknowledge that you are and shall be responsible for all User Data uploaded onto or used in or with the Services. By uploading any User Data to the Services, you hereby grant to St. Jude, its representatives, Microsoft, and other applicable third parties, a worldwide, non-exclusive, royalty-free license to maintain and display User Data on the Service. All other rights with respect to User Data as between you and St. Jude, other than those herein, may be governed by your other agreements with St. Jude.

Nothing in these Terms will be deemed to restrict rights that you may have to use and exploit any such User Data. You acknowledge and agree that you are solely responsible for all User Data that you upload. You represent and warrant that: (a) you either are the sole and exclusive owner of all User Data that you upload or you have all rights, licenses, consents, approvals, authorizations, and releases that are necessary under applicable law to grant to St. Jude the rights in such User Data, as contemplated under these Terms; and (b) neither the User Data nor your uploading, submission or transmittal of the User Data or St. Jude's use of your User Data (or any portion thereof) on, through or by means of the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy of any individual or entity, or result in the violation of any applicable law or regulation. St. Jude reserves the right, at any time and without prior notice, to remove or disable access to User Data that we, in our sole discretion, consider to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Services.

By sending us any feedback, comments, questions, or suggestions concerning the Services (collectively, 'Feedback'), you represent and warrant that (a) you have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you (i) agree that St. Jude is under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and (iv) irrevocably waive, and cause to be waived, against St. Jude and its Users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your account or the Services.

## **8. Copyright Policy & Complaints**

We expect you to respect copyright law. In appropriate circumstances, we will terminate access to the Services of any user who repeatedly infringes or is believed to be repeatedly infringing the rights of copyright holders or remove or disable access to material on the Services that infringes upon the copyright rights of others. We also may, in our discretion, remove or disable links or references to an online location that contains infringing material or infringing activity.

Digital Millennium Copyright Act. If you believe that your work has been used on the Services in any manner that constitutes copyright infringement, please notify St. Jude's copyright agent by written notice.

Notice. The notice should include the following information:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the web page address where the copyrighted work may be found;
- Identification of the location on the Services of the material you claim has been infringed, or the link or reference to another website that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and
- A statement by you that the information in this notification is accurate and a statement, under penalty of perjury, that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

Designated Agent Contact Information. St. Jude's copyright agent for notice of claims of copyright infringement on the Services is ZwillGen PLLC. ZwillGen can be reached at 1900 M. Street, NW Washington, D.C. 20036, dmca@zwillgen.com, 202-296-3585, fax: 202- 706-5298.

Counter Notification. If you receive a notification from St. Jude that material made available by you on or through the Services has been the subject of a 'Notification of Claimed Infringement', then you will have the right to provide St. Jude a 'Counter Notification.' A Counter Notification must be in writing, provided to our Designated Agent via a method identified above, and include substantially the following information:

- A physical or electronic signature of the user;
- 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;
- A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- The user's name, address, and telephone number, and a statement that the he/she consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if outside the United States, for any judicial district in which St. Jude may be found, and that the user will accept service of process from the person who provided notification above or an agent of such person.

A party submitting a notice of claimed infringement or a Counter Notification should consult a lawyer or see 17 U.S.C. §512 to confirm your obligations under the Copyright Act.

False Notifications. St. Jude reserves the right to seek damages from any party that submits a notification of claimed infringement or counter notification in violation of the law.

## **9. No Guarantee of Service:**

There may be times when St. Jude needs to disable your access to the O365 Services either temporarily or permanently. As a result, your access and use of the O365 Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability to St. Jude. Also, from time to time, we may restrict access to some or all of the Services to authorized users, including External Users. We cannot and do not make any representations or warranties with respect to the devices you use to access or use the Services, including with respect to device compatibility.

## **10. Indemnification:**

You agree to indemnify and hold harmless St. Jude, the American Lebanese Syrian Associated Charities (ALSAC), and any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, together with any of their respective board members, officers, directors, and employees, against any damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and costs) arising out of a claim by St. Jude or any third party relating to your access or use of the O365 Services, and for any claim based on you alleged or actual breach or violation of these Terms.

## **11. DISCLAIMER OF WARRANTIES.**

**IN ORDER TO PROVIDE YOU WITH ACCESS TO THE O365 SERVICES, WE ARE UNABLE TO OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS OR OPPORTUNITIES WHICH YOU MAY OBTAIN THROUGH THE ACCESS AND USE OF THESE SERVICES. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. ACCESS TO O365 IS MADE AVAILABLE TO YOU "AS IS," WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY CONTENT MADE AVAILABLE THROUGH THE O365 SERVICES, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT YOUR ACCESS TO O365 WILL BE ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SECTION 11 AND OTHER TERMS OR PROVISIONS OF THIS AGREEMENT, THIS SECTION SHALL**

**BE CONSTRUED TO TAKE PRECEDENCE.**

## **12. LIMITATION OF LIABILITY:**

**IN ORDER TO PROVIDE YOU WITH ACCESS TO THE O365 SERVICES, WE ARE UNABLE TO ACCEPT LIABILITY FOR ANY CONDUCT, ACTS OR OMISSIONS OCCURRING AS A RESULT OF YOUR USE OF SUCH SERVICES. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ST. JUDE OR ITS EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OR DAMAGES ARISING FROM LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY CONNECTED WITH EXTERNAL USERS' USE OF O365, WHETHER OR NOT ST. JUDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH EXTERNAL USERS, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE O365 SERVICES.**

## **13. Governing Law**

You agree that these Terms are governed by and will be construed in all respects under the laws of the State of Tennessee, exclusive of its choice of law or conflicts of law provisions. In any claim or action directly or indirectly arising under these Terms or related to your access or use of the O365 Services, you irrevocably agree to submit to the exclusive personal jurisdiction of the state or federal courts located in or serving Shelby County, Tennessee, and waive any jurisdictional, venue, or inconvenient forum objections to such court.

## **14. Use of St. Jude Name or Logo**

You agree that you will not make public or announce these Terms or your relationship or dealings with St. Jude. Further, you will not use St. Jude's name, trade or service marks, logos, or the names of current or former St. Jude employees or affiliated physicians or faculty, except upon the prior written consent of the American Lebanese Syrian Associated Charities' CEO, or his or her designee, in concurrence with the St. Jude CEO.

## **15. General Terms**

These Terms constitute the sole and entire agreement between you and St. Jude with respect to your access and use of the O365 Services, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such access. No waiver of these Terms by St. Jude shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of St. Jude to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to reflect the parties' intention or eliminated to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. The Terms, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by you, and any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect.

## **16. Contact.**

Any questions about these Terms or St. Jude's Privacy Policy should be directed to: [john.bailey@stjude.org](mailto:john.bailey@stjude.org).

Any requests for technical support relating to the O365 Services should be directed to: [ServiceDesk@stjude.org](mailto:ServiceDesk@stjude.org).

- I agree to and accept these Terms and St. Jude's Privacy Policy, and agree to comply with all applicable laws regarding the use, access, or disclosure of data accessed through the O365 Services.**