

## TERMS OF USE – Tolera Therapeutics, Inc

Last updated: July 13, 2008

### 1. INTRODUCTION

This Terms of Use Agreement (the “Agreement” and the “Terms”) is made by and between Tolera Therapeutics, Inc. and/or its affiliates (“Tolera”, the “Company”, “Us”, “We” and “Our”), and you (“You,” “Your” or “User”). This Agreement contains the terms and conditions that govern your use of the Tolera website located at [Tolera.com](http://Tolera.com) and any tools hosted on the Tolera website, its content, the software and the associated materials made available through this website (collectively, the “Tolera Website”). The Tolera Website is an interactive website that provides a collection of online resources and forums (collectively, the “Services”). In addition, some of the Services allow you to access, submit and display postings, messages, text, files, images, photos, video, sounds or other materials (collectively, “Content”).

### 2. AGREEMENT

By using the Tolera Website in any way or simply by accessing the Tolera Website signifies Your constructive and actual notice and knowledge of, and Your agreement to be bound by, the most current version of the Terms as posted on the Tolera Website.

In the event of a discrepancy between these Terms and the Guidelines or any agreement made between You and Tolera, including the Privacy Policy located at [www.tolera.com](http://www.tolera.com) these Terms shall control. In no way shall this provision be construed to incorporate, acknowledge or make any recommendation regarding third-party Terms and Conditions, for example, terms and conditions that may govern Your use of any third-party website or Content. It is solely Your responsibility to ensure that Your use of any and all third-party website or Content is in compliance with any and all third-party requirements.

If you do not wish to be bound by this Agreement and its Terms, do not use the Tolera Website or Services.

**IMPORTANT! THESE TERMS AND GUIDELINES GOVERN YOUR USE OF THIS TOLERA WEBSITE AND SERVICES, WHICH IS PROVIDED BY TOLERA. THESE ARE SUBJECT TO CHANGE BY TOLERA AT ANY TIME IN ITS DISCRETION AND YOU ARE ENCOURAGED TO REVIEW THE MOST CURRENT TERMS AND GUIDELINES EACH TIME YOU VISIT THE SERVICE WEBSITE. YOUR USE OF THIS TOLERA WEBSITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES.**

**We DO NOT warrant that Tolera Website and/or Services are in compliance with all the laws and regulations in any localities, including Your locality. It is Your responsibility to ensure compliance with the laws and regulations of Your locale. Please be certain to use the Services and participate in the Tolera Website or Services only after You have determined in good-faith that they are in compliance with state, local and other governing laws and regulations.**

### 3. RESTRICTIONS ON USE

You may use this Tolera Website only for purposes expressly permitted by this Website You may not use this Tolera Website for any other purpose, including any other commercial purpose, without Tolera’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this Tolera Website, or (ii) frame this Tolera Website, or (iii) hyper-link to this Tolera Website, without the express prior written permission of an authorized representative of Tolera. For purposes of these Terms of Use, “co-branding” means to display a

name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Tolera Website or content accessible within this Tolera Website. You agree to cooperate with Tolera in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

#### **4. PROPRIETARY INFORMATION**

The material and content accessible from this Tolera Website, and any other World Wide Web site owned, operated, licensed, or controlled by Tolera is the proprietary information of Tolera or the party that provided the Content to Tolera, and Tolera or the party that provided the Content to Tolera retains all right, title, and interest in this Content. Accordingly, such Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Tolera. In any event, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of this Content except as expressly provided in these Terms of Use violates Tolera's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Tolera Website.

Trademarks, service marks, and logos appearing in this Tolera Website are the property of Tolera or the party that provided the trademarks, service marks, and logos to Tolera. Tolera and any party that provided trademarks, service marks, and logos to Tolera retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this Tolera Website.

You may not copy, download, modify or create derivate works, rent, lease, loan, distribute, re-use, adapt, publish, transmit, attempt to decompile, decipher, disassemble, reverse engineer, decrypt or otherwise use or exploit any software or other works or content from the Tolera Website unless We have expressly allowed You to do so. You agree that all proprietary rights, including all trademark, copyright, patent or trade secret rights, inherent in such software, works and content is owned by Us or applicable third parties.

#### **5. THIRD PARTY CONTENT**

You understand that Content posted on, transmitted through, or linked on the Tolera Websites, are the sole responsibility of the person from whom such Content originated. The Tolera Website and Content available through the Tolera Website may contain links to other web sites, which are independent of Tolera. Tolera makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other website is at your own risk.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will Tolera be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available. You acknowledge that Tolera does not pre-screen or approve Content, but that Tolera shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available, for violating the letter or spirit of the Terms or for any other reason.

#### **6. HYPER-LINKS, THIRD PARTY CONTENT, SITES AND SERVICES**

The Tolera Website and Content available through the Services may be hyper-linked to other sites and/or contain features and functionalities which are not maintained by, or related to, Tolera. Such links, Content and Services (including, web sites, directories, servers, systems, networks, databases, information, programs, software products or services) are provided as a service to users and are not sponsored by or affiliated with this site or Tolera. Your interactions, including

payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations, entities or individuals.

Tolera has not reviewed any or all of such sites, content or services and is not responsible therefore and such sites, content and services are to be accessed at the user's own risk. Tolera makes no representations or warranties about the content, completeness or accuracy of these hyper-links or the sites hyper-linked to this Site. Further, the inclusion of any hyper-link to a third-party site does not necessarily imply endorsement by Tolera of that site.

#### **7. WE DISCLAIM ALL OBLIGATIONS TO YOU**

- A.** Tolera has no obligation to check whether users are using the Tolera Website in accordance with this Agreement or any other agreement.
- B.** Under no circumstances shall Tolera be obligated to investigate or pursue any complaints made by a User against any other User using the Website or to take any other action in connection therewith, or take any action against a User for any reason, including without limitation, for violating the terms of this Agreement. Tolera may, in its sole discretion, decide to take appropriate action against any person it suspects to be engaging in any unlawful activity or otherwise violating the terms of this Agreement, but is under no obligation to do so.
- C.** You will not be entitled to any compensation or otherwise from Us for any sums You believe to be owed to You as a result of any other User's misconduct, unlawful behavior or otherwise, whether or not the Tolera pursues any action against such User. It is Your sole responsibility to resolve such issues without involving Tolera.
- D.** You understand that Tolera cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Tolera Website for the reconstruction of any lost data. Tolera does not assume any responsibility or risk for your use of the Internet.
- E.** No Content is necessarily complete and up-to-date and, accordingly, should not be used to replace any written reports, statements, or notices provided by Tolera. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Information obtained by using this Tolera Website is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

#### **8. RELEASE**

You agree that Tolera shall not be responsible or liable for any loss or damage of any sort incurred as the result of Your use of the Tolera Website. If there is a dispute between participants on the Tolera Website, or between users and any third party, you understand and agree that Tolera is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Tolera, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims

which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

#### **9. WE MAKE NO WARRANTY**

YOUR USE OF THIS SERVICE WEBSITE IS AT YOUR OWN RISK. The Content is provided "as is" and without warranties of any kind, either expressed or implied. Tolera disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, TITLE, OR NON-INFRINGEMENT. Tolera does not warrant that the functions OR CONTENT contained in this Tolera Website will be uninterrupted or error-free, that defects will be corrected, or that this Tolera Website or the server that makes it available are free of viruses or other harmful components. Tolera does not warrant or make any representation regarding use, or the result of use, of the content in terms of accuracy, reliability, or otherwise. The content may include technical inaccuracies or typographical errors, and Tolera may make changes or improvements at any time. You, and not Tolera, assume the entire cost of all necessary servicing, repair or correction IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SERVICE WEBSITE OR ITS CONTENT. TOLERA MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

#### **10. LIMITATION ON LIABILITY**

TOLERA, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF TOLERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF TOLERA AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO TOLERA FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

#### **11. INTELLECTUAL PROPERTY**

##### **A. Generally**

Tolera understands the value and importance of intellectual property rights and makes every effort to respect the legitimate intellectual property rights of others. Tolera does not review all of the material posted on or submitted through their website and has no responsibility for any content that you may find or access when using Tolera's products or services.

Tolera takes all concerns related to intellectual property seriously and it is Tolera's policy, at its discretion and in appropriate circumstances, to cancel, disable or terminate any user's account who infringes or appear to infringes the intellectual property rights of others.

##### **B. Notice of Copyright Infringement**

If you believe that any material on this website infringes a copyright, or any valid intellectual property right, please provide the following information to Tolera's corporate counsel.

1. A physical or electronic signature that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works on our website;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please provide this information to Tolera , who can be reached as follows:

By Mail: \_\_\_\_\_  
Tolera Therapeutics, Inc.  
4717 Campus Dr.  
Kalamazoo, MI 49008

By E-Mail: [info@tolerainc.com](mailto:info@tolerainc.com)

Due to IT concerns, no attachments cannot be accepted on notices sent via e-mail. Accordingly, any notification of infringement submitted electronically with an attachment will not be received or processed.

## **12. INDEMNITY**

You will indemnify and hold Tolera, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Tolera Website.

## **13. SECURITY**

You are prohibited from using any services or facilities provided in connection with this Tolera Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Tolera reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Tolera reserves the right to investigate suspected violations of these Terms of Use.

Tolera reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Tolera to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS TOLERA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY TOLERA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER TOLERA OR LAW ENFORCEMENT AUTHORITIES.

#### **14. THIRD PARTY ADVERTISING**

From time to time, Tolera may display or otherwise make available promotions, advertisements and/or offers provided by third-parties ("Third Party Promotions"). You understand and agree to hold Tolera harmless and agree that Tolera shall have no liability whatsoever for such Third Party Promotions. If You participate in, click on, or otherwise link to such Third Party Promotions You do so solely at Your own risk. Your sole remedy in connection with such Third Party Promotions will be with the third party.

#### **15. MISCELLANEOUS**

These Terms of Use will be governed and interpreted pursuant to the laws of Michigan, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Michigan in connection with any dispute between you and Michigan arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in Ann Arbor, Michigan. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this Tolera Website will govern the items to which they pertain. Tolera may revise these Terms of Use at any time by updating this posting.