Study Manager Terms of Use

Version: 1.01 · **Effective date:** November 1, 2026

These Terms of Use ("Terms") govern your access to and use of the Study Manager platform, including its web application, APIs, statistical and design tools, AI-assisted features and documentation (together, the "Service"). The Service is provided by Seralogix, LLC, a Texas limited liability company ("Seralogix," "we," "us").

By selecting "I Accept," creating an account, or using the Service, you agree to these Terms on your own behalf and, if you use the Service for an organization, on behalf of that organization (the "Customer"). If you do not have authority to bind the Customer, or do not agree, do not use the Service.

If the Customer has signed a separate written agreement with Seralogix for the Service (such as a master subscription agreement or order form), that agreement controls where it conflicts with these Terms.

Our Privacy Policy explains how we handle personal information about users, such as names, email addresses and usage logs. It forms part of these Terms.

1. Definitions

- **Authorized User:** an individual whom the Customer, or its Administrator, has permitted to use the Service under the Customer's account.
- **Administrator:** an Authorized User designated by the Customer to manage its users, roles and settings.
- **Collaborator:** an individual outside the Customer's organization invited to take part in one or more specific studies.
- **Customer Data:** all data and content submitted to the Service by or for the Customer, including study designs, protocols, experimental variables, assumptions, observations, uploaded pilot data and results generated from them.
- **Outputs:** sample sizes, power estimates, minimum detectable effects, design recommendations, timelines, reports and other results the Service generates from Customer Data.
- **Seralogix Technology:** the Service and everything Seralogix provides to run it, including software, algorithms, statistical methods, models, templates, default values, user interfaces and documentation.

2. Accounts and access

1. **Named individuals.** Each account belongs to one named individual. Logins may not be shared, and one person may not use another's account.
2. **Credentials.** You must keep your password and other credentials confidential. Tell us promptly at security@seralogix.com if you suspect unauthorized use of your account.
3. **Administrators.** The Customer, through its Administrators, decides who may access its account, which roles they hold and when their access ends. The Customer is responsible for removing access promptly when an individual leaves or no longer needs it.
4. **Collaborators.** A Collaborator may access only the studies to which they are invited, only for the period the inviting Customer allows, and only under these Terms. The inviting Customer is responsible for its Collaborators' use of the Service.
5. **Responsibility.** The Customer is responsible for all activity under its account and for its Authorized Users' and Collaborators' compliance with these Terms.
6. **Eligibility.** You must be at least 18 years old and use the Service only in a professional or research capacity.

3. Acceptable use

You may not, and may not permit anyone else to:

- reverse engineer, decompile or disassemble the Service, or try to derive its source code, models or statistical methods, except where applicable law expressly permits it;
- scrape, crawl or extract data from the Service by automated means, other than through APIs we provide for that purpose;
- load test, penetration test, vulnerability scan or otherwise probe the Service's security without our prior written permission;
- upload or transmit malware, or anything designed to disrupt, damage or gain unauthorized access to the Service or other users' data;
- bypass access controls, usage limits or study-level permissions;
- resell, sublicense or provide the Service to third parties, or use it to build a competing product;
- use the Service for clinical or other human-subject research, or upload personal information about human research participants or patients, including protected health information under HIPAA. The Service is designed for preclinical research, such as in vivo animal studies, and animal subject data is permitted;

- use the Service in a way that violates applicable law, including animal-welfare laws and regulations, or the conditions of the Customer's IACUC (or equivalent) approvals; or
- use the Service to infringe or misappropriate anyone's rights.

We may suspend access that we reasonably believe violates this Section or threatens the security or integrity of the Service. Where practical, we will notify the Customer first.

4. Ownership

1. **Customer Data.** As between the parties, the Customer owns its Customer Data and the Outputs generated from it. Seralogix claims no ownership of Customer Data.
2. **Seralogix Technology.** Seralogix and its licensors own all rights in the Seralogix Technology, including improvements to it. This includes statistical methods, effect-size defaults, design templates and models even when they are applied to Customer Data. Except for the limited right to use the Service under these Terms, no rights are granted to you.
3. **Use right.** Subject to these Terms and any applicable order form, Seralogix grants the Customer a non-exclusive, non-transferable right, during the subscription term, for its Authorized Users to use the Service for the Customer's internal preclinical research purposes, including the design, planning and analysis of animal studies.

5. Our use of Customer Data

1. **To provide the Service.** The Customer grants Seralogix a limited, non-exclusive right to host, copy, process, transmit and display Customer Data only as needed to provide, secure, support and maintain the Service, and as described in Section 8 (AI features).
2. **No other use.** We will not sell Customer Data, and we will not use it for any purpose other than those in this Section.
3. **Aggregated data.** Seralogix will not use Customer Data, even in anonymized or aggregated form, to develop or improve the Service or for any other purpose beyond providing the Service to the Customer.
4. **Operational data.** Seralogix may collect technical and usage data about how the Service is used (for example, performance metrics, error logs and feature usage) to operate, secure and improve the Service. This data does not include the content of Customer Data. Personal information in it is handled under our Privacy Policy.

6. Feedback

If you send us suggestions, ideas or other feedback about the Service, Seralogix may use it freely and without obligation to you. Feedback does not include Customer Data, and giving feedback does not give us any rights in Customer Data.

7. Statistical outputs are decision support

The Service helps scientists plan studies. It does not make scientific, regulatory or animal-welfare decisions, and its Outputs are not guarantees.

1. **Assumption-dependent.** Sample sizes, power, minimum detectable effects, design classifications and recommendations depend on the inputs and assumptions entered, including expected values, variances, correlations, effect sizes, timepoints and pilot data. Inaccurate or incomplete inputs produce unreliable Outputs.
2. **No guaranteed result.** A study designed with the Service may still fail to detect a real effect, or may detect an effect that is not real. Simulated and closed-form power estimates are approximations.
3. **Extrapolation and defaults.** Where the Service fills in defaults or derives values beyond the data entered, it is designed to label them. You are responsible for reviewing labeled and unlabeled values before relying on them.
4. **Human responsibility.** The Customer's scientists, study directors, statisticians and its IACUC (or equivalent body) remain solely responsible for each study's design, justification of animal numbers, approval and conduct, and for compliance with applicable guidance such as ARRIVE.
5. **Not professional advice.** Outputs are not statistical, veterinary, medical or regulatory advice from Seralogix.

8. AI features

1. **What they are.** Some features, such as drafting study plans, timelines and narrative text, use a third-party generative AI service. At the date of these Terms that provider is OpenAI. Current AI providers are listed at seralogix.com/subprocessors.
2. **What is sent.** When you use an AI feature, we send the provider the text and study details needed for that request, such as study titles, objectives, variable names and timeline information. We do not send account passwords or payment details.

3. **Provider terms.** We send every request with the provider's storage turned off. Under the provider's API terms, data sent through the AI features is not used to train the provider's models, and the provider may retain it for up to 30 days for abuse monitoring unless the law requires longer.
4. **Review required.** AI-generated content can be inaccurate, incomplete or inappropriate. All AI drafts must be reviewed and approved by a qualified person before use. AI features do not compute the statistical Outputs described in Section 7.
5. **Turning them off.** AI assistance is off until an Administrator turns it on in the organization Settings, and an Administrator may turn AI drafting off there. A single study can also opt out. When a feature is off, no Customer Data is sent to an AI provider for it.
6. **Ownership.** As between the parties, AI-generated content created from Customer Data is Customer Data.

9. Confidentiality

1. **Definition.** "Confidential Information" is non-public information one party discloses to the other that is marked confidential or that a reasonable person would understand to be confidential. Customer Data is the Customer's Confidential Information. The Seralogix Technology, non-public pricing and these Terms' negotiated terms are Seralogix's Confidential Information.
2. **Obligations.** The receiving party will use the other's Confidential Information only to perform under these Terms, protect it with at least reasonable care, and share it only with employees, contractors and service providers who need it and are bound by similar obligations.
3. **Exclusions.** These obligations do not apply to information that is or becomes public through no fault of the receiving party, was already known to it, is independently developed, or is lawfully received from a third party without restriction.
4. **Required disclosure.** A party may disclose Confidential Information when required by law, after giving the other party prompt notice where legally allowed, so it can seek protection.

10. Security

1. **Safeguards.** Seralogix maintains administrative, technical and physical safeguards designed to protect Customer Data. These include encryption in transit and at rest, role-based access controls, and logging of administrative access to our hosting infrastructure. The Service is hosted in the United States on Amazon Web Services.
2. **Subprocessors.** We use service providers, such as our hosting and AI providers, to run the Service. They are bound by confidentiality and security obligations. They are listed at seralogix.com/subprocessors, and we give Administrators at least 30 days' notice by email before adding one. Our security controls are described at seralogix.com/security.
3. **Breach notice.** If we confirm unauthorized access to Customer Data in our systems, we will notify the Customer's designated contact without undue delay, and in any event within 72 hours of confirming it. We will share what we know, the steps we are taking, and update the Customer as we learn more.
4. **Customer's part.** The Customer is responsible for its users' credentials, the devices and networks they use, and the role assignments it makes.

11. Regulatory status

1. **Not validated.** Unless Seralogix states otherwise in a signed writing, the Service has not been validated for use in Good Laboratory Practice (GLP) studies under 21 CFR Part 58 or for compliance with electronic records and signatures requirements under 21 CFR Part 11.
2. **Customer validation.** If the Customer uses the Service in regulated work, the Customer is responsible for determining its suitability and for any validation, documentation and controls that work requires.
3. **No regulatory claims.** The Service is a research planning tool. It is not a medical device, and nothing in the Service or its documentation is a representation that a study will be accepted by any regulator, sponsor or ethics body.

12. Data export, retention and deletion

1. **Export.** The Customer may export its Customer Data at any time during the term as a ZIP file containing its study designs, data collection records and exportable reports.
2. **After termination.** For 30 days after the account closes, the Customer may request an export of its Customer Data. After that period, Seralogix will delete Customer Data from active systems within 60 days.

3. **Backups.** Backup copies are deleted on our standard rotation, within 35 days of deletion from active systems. Until then they remain protected under these Terms.
4. **Exceptions.** We may retain Customer Data where the law requires it, and will continue to protect it under these Terms for as long as we hold it.
5. **On request.** We will confirm deletion in writing on the Customer's request.

13. Availability, early access and changes to the Service

1. **Availability.** We work to keep the Service available but do not guarantee any level of uptime.
2. **Maintenance.** We may perform scheduled maintenance and will try to give advance notice of planned downtime.
3. **Early access.** Before general availability, and for features labeled "Beta," "Preview" or "Early Access," the Service is provided for evaluation. Those features may be incomplete, may change or be withdrawn, and are excluded from any availability or support commitment.
4. **Changes.** We may update the Service over time. We will not make changes that materially reduce its core functionality during a paid term without notice.

14. Fees

Fees, if any, are set out in the Customer's order form or the pricing plan the Customer selects. Unless the order form says otherwise, fees are payable in US dollars, exclude taxes, and are non-refundable. We may suspend the Service for undisputed amounts more than 30 days overdue, after notice.

15. Disclaimer of warranties

EXCEPT AS EXPRESSLY STATED IN THESE TERMS OR AN ORDER FORM, THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, SERALOGIX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT OUTPUTS OR AI-GENERATED CONTENT WILL BE ACCURATE OR SUITABLE FOR ANY STUDY OR REGULATORY PURPOSE.

16. Limitation of liability

1. **Excluded damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA OR RESEARCH RESULTS, OR THE COST OF REPEATING A STUDY, EVEN IF ADVISED OF THEIR POSSIBILITY.
2. **Cap.** EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID OR PAYABLE BY THE CUSTOMER IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) US $10,000.
3. **Exceptions.** Sections 16.1 and 16.2 do not apply to: (a) a party's defense and payment obligations under Section 17 (Indemnity); (b) a party's gross negligence, willful misconduct or fraud; (c) the Customer's obligation to pay fees; or (d) breach of Section 3 (Acceptable use) or infringement or misappropriation of Seralogix's intellectual property by the Customer or its users. For claims arising from Seralogix's breach of Section 9 (Confidentiality) or Section 10 (Security) involving Customer Data, Section 16.1 applies, and Seralogix's total liability will not exceed two times the amount in Section 16.2.

17. Indemnity

1. **By Seralogix.** Seralogix will defend the Customer against third-party claims that the Service, as provided by Seralogix, infringes that third party's intellectual property rights, and will pay resulting damages finally awarded or agreed in settlement. This does not apply to claims arising from Customer Data, combinations with items not provided by Seralogix, or modifications not made by Seralogix.
2. **By the Customer.** The Customer will defend Seralogix against third-party claims arising from Customer Data, the Customer's use of the Service in breach of these Terms or law, or the design or conduct of the Customer's studies, and will pay resulting damages finally awarded or agreed in settlement.
3. **Process.** The party seeking defense must give prompt notice, reasonable cooperation and control of the defense and settlement to the defending party. No settlement may impose obligations on the defended party without its consent.

18. Term, suspension and termination

1. **Term.** These Terms apply while you use the Service and, for the Customer, for the subscription term in its order form.
2. **Termination for convenience.** The Customer may close its account at any time. Prepaid fees are non-refundable unless the order form says otherwise.
3. **Termination for cause.** Either party may terminate if the other materially breaches these Terms and does not cure the breach within 30 days of written notice.
4. **Individual users.** An Administrator may remove an Authorized User's or Collaborator's access at any time. Seralogix may suspend or remove an individual's access for breach of Section 3.
5. **Effect.** On termination, use rights end and Section 12 governs Customer Data. Sections 4–7, 9, 12 and 15–21 survive.

19. Changes to these Terms

We may update these Terms. Each version has a version number and effective date. We will give at least 30 days' notice of material changes by email to Administrators and in the Service. Users will be asked to accept the new version before continuing to use the Service. If the Customer does not agree, it may close its account before the change takes effect and receive a pro-rated refund of prepaid fees for the unused term. Changes do not apply to disputes that arose before they took effect.

20. Governing law and venue

These Terms are governed by the laws of the State of Texas, without regard to its conflict-of-laws rules. The parties submit to the exclusive jurisdiction of the state and federal courts located in Travis County, Texas. Either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

21. General

- **Export and sanctions.** You will comply with US export control and sanctions laws in using the Service.
- **Government users.** If the Service is used by or for the US Government, it is commercial computer software and documentation, and the Government receives only the rights granted in these Terms, consistent with FAR 12.212 and DFARS 227.7202.

- **Assignment.** Neither party may assign these Terms without the other's consent, except to a successor in a merger, acquisition or sale of substantially all relevant assets, with notice.
- **Force majeure.** Neither party is liable for delays caused by events beyond its reasonable control, other than payment obligations.
- **Notices.** Notices to Seralogix must be sent by email to legal@seralogix.com and are effective when received. Notices to the Customer go to its Administrator's email on file.
- **Entire agreement.** These Terms, the Privacy Policy and any order form are the entire agreement on this subject. If any provision is unenforceable, the rest remains in effect. A waiver must be in writing.
- **Independent parties.** The parties are independent contractors.

22. Contact

Seralogix, LLC, Austin, Texas · Legal: legal@seralogix.com · Security: security@seralogix.com · Privacy: privacy@seralogix.com · Support: support@seralogix.com