



TERMS OF SERVICE

Last Revised: November 2019

These Terms of Service (“Terms of Service”) govern your use of our website www.lemtradalabwatch.com and its related sub-domains and subsites (collectively, the “Website”), our related mobile device application (the “App”) and any other related content, software, applications, widgets, materials and/or services, including our Website and App portals (each, a “Portal”) (collectively, the “Services”) offered by RxMx, Inc. and/or its affiliates (“RxMx,” “we,” or “us”).

BY USING ANY OF THE SERVICES, YOU ACCEPT ALL OF THE PROVISIONS OF THESE TERMS OF SERVICE AND REPRESENT TO US THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, THEN YOU ARE NOT AUTHORIZED TO USE ANY OF RXMX’S SERVICES.

For purposes of these Terms of Service, “you” and “your” means you as the user of the Services. If you use any of the Services on behalf of a company, organization, physician network, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Service, and that you agree to these Terms of Service on the entity’s behalf, and (c) your entity is legally and financially responsible for any use of the Services as well as for any use of your account by others affiliated with your entity, including any employees, agents, representatives or contractors of your entity.

Please review the following carefully so that you understand the terms of these Terms of Service. Amongst other things, these Terms of Service describe your responsibilities, RxMx’s liability and the liability of third parties related to the Services. All users of RxMx’s Services must accept and comply with the terms and conditions set forth herein. Certain portions of the Services may be subject to additional terms and conditions specified by us from time to time (the “Additional Terms”); your use of the Services is subject to those Additional Terms. If you have any questions regarding these Terms of Service, please contact us via email at labwatchinfo@rxmxcorp.com.

THESE TERMS OF SERVICE INCLUDE (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST US; AND (3) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US AND CERTAIN THIRD PARTIES THAT MAY ARISE OUT OF YOUR USE OF ANY OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

I. ABOUT THE SERVICES

1. RxMx provides a patient management system relating to a patient’s use of Lemtrada® (alemtuzumab), a product of Sanofi Genzyme, that involves the provision of electronic reminders and alerts regarding certain health and safety risks associated with the results of relevant laboratory tests for the risks identified in the below table entitled Identified Risks (collectively, the “Identified Risks”), thus providing an additional layer of patient safety monitoring of such Identified Risks in order to improve outcomes for patients (“Patients”) and healthcare professionals using Lemtrada® in the treatment for its approved indication(s). For the avoidance of doubt, the Services do not provide alerts for any other abnormal laboratory results that are not specifically enumerated below as Identified Risks, regardless of the fact that such results are abnormal. Healthcare professionals should always carefully review the full laboratory result report from the pathology provider or any other applicable source, and exercise their own independent medical judgment. RxMx reserves the right to modify the list of Identified Risks at any time.

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Identified Risks

Analyte	
Platelets	Platelets less than, but not equal to, the lower limit of normal as determined by the laboratory reference range as provided in the HL7 file for that patient episode.
Neutrophils	Neutrophils less than, but not equal to, the lower limit of normal as determined by the laboratory reference range as provided in the HL7 file for that patient episode.
Hemoglobin	Hemoglobin less than, but not equal to, the lower limit of normal as determined by the laboratory reference range as provided in the HL7 file for that patient episode.
Creatinine	Creatinine greater than, but not equal to, the upper limit of normal as determined by the laboratory reference range as provided in the HL7 file for that patient episode; and/or a 30% increase in serum creatinine where the patient's current serum creatinine value is compared to the patient baseline value, where the baseline is the first valid result on file for that patient within the LabWatch dataset.
TSH	Any value above or below, but not within, the laboratory reference range as provided in the HL7 file for that patient episode.
Urine red blood cells	Urine blood greater than, but not equal to, the upper limit of normal as determined by the laboratory reference range as provided in the HL7 file for that patient episode.
Urine protein	Urine protein results of 1+ or greater.

The Services are available to (i) healthcare professionals in the United States who have obtained a Lemtrada® REMS ID from the Lash Group, Inc. ("LASH"), or otherwise, as part of the One to One patient assistance program ("One to One") (collectively, the "Prescribers"), (ii) those users that the Prescriber designates as his or her delegate (s) for purposes of performing the Prescriber's responsibilities in connection with the Services (each, a "Delegate") and (iii) nurses or other healthcare administrators to whom the Prescriber has granted access to the Prescriber's patients' information as supporting staff ("Nurses" and "Administrators" and collectively with Prescribers and Delegates referred to herein as "Users"). Users may use the Services to, (a) in the case of Prescribers and Delegates, review and acknowledge alerts and other information related to patient treatment and laboratory results, and view and print forms associated therewith, and (b) in the case of Nurses and Administrators, view patient profiles (including information related to patient treatment and laboratory results), and view and print forms associated therewith. RxMx reserves the right to modify any of the Services at any time.

AS A HEALTHCARE PROFESSIONAL, YOU ARE RESPONSIBLE FOR ELECTING WHETHER TO USE ANY OF THE SERVICES IN CONNECTION WITH YOUR CARE FOR ANY OF YOUR PATIENTS AND, BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE THAT YOU ARE UTILIZING THE SERVICES ONLY IN CONNECTION WITH YOUR MANAGEMENT OF THOSE PATIENTS FOR WHOM ADVERSE EVENTS COULD BE DETECTED USING THIS SERVICE AND FOR WHOM YOU BELIEVE THE SERVICES ARE SUITED. THE SERVICES DO NOT ALTER THE LIKELIHOOD OF AN ADVERSE EVENT OCCURRING FOLLOWING THE USE OF LEMTRADA®; INSTEAD, THE SERVICES ARE A TOOL TO ASSIST HEALTHCARE PROFESSIONALS IN DETECTING AND MANAGING ADVERSE EVENTS. IRRESPECTIVE OF THE SERVICES, EACH PATIENT'S PRESCRIBER REMAINS RESPONSIBLE FOR THE PATHOLOGY MONITORING AND RISK MANAGEMENT PROGRAM FOLLOWING SUCH PATIENT'S USE OF LEMTRADA®, INCLUDING THE PROVISION OF PATHOLOGY REQUEST FORMS. YOU UNDERSTAND AND AGREE THAT THESE SERVICES ARE NOT INTENDED TO, AND SHOULD NOT, REPLACE OR BE USED INSTEAD OF TRADITIONAL METHODS INVOLVED IN MONITORING PATIENTS, BUT INSTEAD PROVIDE AN ADDITIONAL CHANNEL TO MONITOR AND PROVIDE ALERTS ONLY FOR IDENTIFIED RISKS AS SET FORTH ABOVE. ALL PATIENT INFORMATION AND LABORATORY RESULTS VIEWED BY USERS THROUGH THE SERVICES ARE PROVIDED BY THE APPLICABLE THIRD-PARTY ENTITIES (INCLUDING, FOR EXAMPLE, QUEST DIAGNOSTICS®, LABCORP®, LASH AND ONE TO ONE) (THE "THIRD PARTY DATA PROVIDERS") OR BY YOU OR OTHER USERS, AND NOT BY RXMX, SANOFI GENZYME, OR ANY OF THEIR RESPECTIVE AFFILIATES. THE SERVICES MERELY FACILITATE PATIENT MONITORING, AND SUCH PATIENT MONITORING REMAINS THE RESPONSIBILITY OF USERS AND THIRD-PARTY DATA PROVIDERS. YOU UNDERSTAND AND AGREE THAT TO THE EXTENT YOU OPT OUT OF RECEIVING ALERTS FOR ANY PATIENT, YOU ARE RESPONSIBLE FOR ANY POTENTIAL RISK OF HARM TO SUCH PATIENT(S) RESULTING FROM THE ABSENCE OF SUCH ALERTS. NEITHER RXMX NOR SANOFI GENZYME PROVIDES OR INTERPRETS LABORATORY RESULTS OR RECOMMENDS CERTAIN COURSES OF ACTION RELATING TO PATIENT CARE. NEITHER RXMX NOR SANOFI GENZYME PROVIDES ANY REPRESENTATIONS OR WARRANTIES REGARDING,

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AND IS NOT RESPONSIBLE FOR, THE OPINIONS, SERVICES, ACTIONS OR INACTIONS TAKEN BY THE USERS USING THE SERVICES, THE ACCURACY OF ANY DATA (INCLUDING LABORATORY RESULTS, LABORATORY FORMS OR PATIENT DETAILS) UPLOADED TO OR MODIFIED ON THE SERVICES BY THIRD PARTY DATA PROVIDERS OR USERS, OR ANY OUTCOMES ASSOCIATED WITH THE USE OF LEMTRADA®. AS A PLATFORM PROVIDER, RXMX IS NOT RESPONSIBLE FOR, AND IS UNDER NO OBLIGATION TO BECOME INVOLVED IN, ANY DISPUTES BETWEEN (I) ANY USERS OF THE SERVICES, INCLUDING BETWEEN ANY PRESCRIBERS, DELEGATES, NURSES OR ADMINISTRATORS, OR (II) BETWEEN USERS OF THE SERVICES AND ANY THIRD PARTY (INCLUDING THIRD PARTY DATA PROVIDERS OR PATIENTS) ARISING IN CONNECTION WITH THE USE OF THE SERVICES.

2. In providing the Services, we are not acting as a “Business Associate” or “Covered Entity” as such terms are defined by the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder (collectively, “HIPAA”). Any medical content, services, information, advice or materials of any kind accessed through the Services is for general information or reference purposes only and shall not be relied upon or replace any professional, clinical or medical advice or judgment provided by a Prescriber or other healthcare professional. The Services do not address all possible uses, actions, precautions, side effects, or interactions of drugs, nor do they provide comprehensive information concerning any particular disease or medical condition.

3. The Services are provided to Users at no cost to the Users. Patients and healthcare professionals must make their own arrangements regarding the costs of medical treatment including, without limitation, the costs of Lemtrada® and other medications, and the fees of healthcare professionals. We will not be responsible for any costs incurred by Users in relation to alerts provided as part of the Services or in relation to the management of suspected or actual adverse events. The use of the Services shall not constitute or be construed in any manner as an obligation or inducement for any healthcare professional to recommend the prescribing, purchase, use, or preferential formulary status or dispensing of Lemtrada®.

4. Our privacy practices in operating the Services are described in our Privacy Policy located at www.lemtradalabwatch.com/csp/rxmx/PrivacyPolicy/PrivacyPolicy.pdf (“Privacy Policy”). Please review the Privacy Policy to learn about:

- what information we may collect about you;
- what we use that information for;
- what third-party information, if any, you are agreeing to share by using the Services; and
- with whom we share that information.

II. REGISTRATION

1. To register an account on the Services, you must be at least 18 years of age (or the age of legal majority in your jurisdiction).

You must be a healthcare professional in the United States who has obtained a Lemtrada® REMS ID from LASH or One to One in order to register for the Portal for Prescribers. You must have been validly added by a Prescriber and accept and assume the responsibility given to you by the Prescriber in order to register for the Portals for Delegates and for Nurses and Administrators. You do not need to create a RxMx account (a “User Account”) to visit the public pages of the Services, however, you do need a User Account to access the applicable Portal or the App. You may create a User Account by completing the registration process set forth on the Website. You are responsible for providing and maintaining up-to-date your accurate contact information, including your telephone number and email address, and other account information on our Services; if you are a Prescriber, you are also responsible for maintaining up-to-date all other relevant information with LASH or One to One (the “User Third Party Data”), which may include your name, address, REMS ID, practice contact information, and other account information. Telephone calls, SMS messages and email correspondence with RxMx may be recorded or monitored.

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2. You are the sole authorized user of your User Account. You are responsible for maintaining the confidentiality of any password, account number and other log-in information provided by you or RxMx for accessing the Services. You are solely and fully responsible for all activities that occur under your password or account, including activities occurring through the Portals, via telephone (through telephone calls or SMS messages), and via email. In the case of Prescribers, you are solely responsible for ensuring the accuracy and propriety of inviting any Delegates, Nurses or Administrators that you would like to use the Services, and for any subsequent actions or inactions of any potential or actual such Users. Neither RxMx nor Sanofi Genzyme (i) has any control over the use of your or any User's account, or (ii) is responsible for verifying the accuracy or propriety of any Users added by a Prescriber, and each of RxMx and Sanofi Genzyme expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your (or another User's) password or account or you suspect any other breach of security, you will cease all use of such password or account and contact RxMx immediately by emailing labwatchinfo@rxmxcorp.com.

3. If (i) your User information changes (except to the extent you are a Prescriber and the changes involve User Third Party Data), (ii) you no longer desire our Services, (iii) you wish to update your preferences with respect to SMS messaging or other communications from us, or (iv) you are a Delegate who no longer desires to be a Delegate, you may correct, delete inaccuracies, or amend your User information and preferences by making the change on our user information page or by emailing us at labwatchinfo@rxmxcorp.com. We will respond to your access request within thirty (30) days. If you are a Prescriber who would like to revoke access to a Delegate or a Nurse or Administrator, you may make this change directly through the Portal. If you are a Prescriber and the changes involve User Third Party Data, please contact LASH or One to One directly regarding such changes.

III. USING THE SERVICES AS A HEALTHCARE PROVIDER

1. Use of the Services. All healthcare providers using the Services agree to do so in a professional manner in accordance with the applicable professional code of conduct, and agree to use the Services solely for the Services' intended use and not for any unlawful purpose. All Users agree to maintain the confidentiality and security of the information received through the Services to the same extent as they protect their own confidential or protected health information of like nature, and in any event using no less than reasonable care and in accordance with any applicable industry standards and applicable laws and regulations.

2. Data Uploaded to and Forms Downloaded from Portals and the App. Each User is responsible for the accuracy and completeness of any information that such User and its respective employees, agents or representatives enter on or upload to the Website or App (including but not limited to such User's current telephone number and email address). RxMx may not be able to verify the accuracy of such information, and may rely on such input information without further corroboration or inquiry. Neither RxMx nor Sanofi Genzyme makes any representations or warranties regarding, or is responsible for, the accuracy of any data (including laboratory results, pre-populated laboratory forms, patient details, and any information provided to the Third-Party Data Providers by any User or such User's employees, agents or representatives) uploaded to the Services by Third Party Data Providers or viewed on or downloaded or printed from the Services by the User. Each User must carefully review the accuracy and completeness of all information included in each pre-populated form that the User views, downloads or prints, and maintains sole responsibility over the same. Each User further understands that any changes to such User's telephone number or email address may affect Services received, that the User is responsible for notifying us of such changes in a timely manner in accordance with [Section II.3](#), and that the User is solely responsible for any changes in the Services provided to the User following a change in telephone number or email address by the User about which we are not notified in accordance with [Section II.3](#).

IV. TERMS APPLICABLE TO THE SERVICES

1. License to Use Services. Subject to your compliance with these Terms of Service, RxMx hereby grants to you, a personal, nonexclusive, nontransferable, revocable, limited license (without the right to sublicense) to access and use the Services (including updates and upgrades that replace or supplement it in any respect and which are not distributed under a separate license, and any documentation) solely on computers, mobile telephones and other

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The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of the Terms of Service are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to the App from the Apple App Store. You acknowledge and agree that these Terms of Service are solely between you and RxMx, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms of Service. You and RxMx acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and RxMx acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, RxMx, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service. You must comply with applicable third-party terms of agreement when using the App. You and RxMx acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service as they relate to your license of the App, and that, upon your acceptance of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary thereof.

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2. Use Restrictions.

(a) You agree that: (i) you will not use any of the Services if you are not fully able and legally competent to agree to these Terms of Service; (ii) you will only use the Services for lawful purposes; (iii) you will not use any of the Services to send or store any unlawful, false or misleading material or for fraudulent purposes or to engage in any illegal, offensive, indecent, abusive or objectionable conduct; (iv) you will not use any of the Services to advertise,

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solicit or transmit unsolicited or unauthorized commercial advertisements, including “spam”; (v) you will not use any of the Services to cause nuisance, annoyance, harm or inconvenience; (vi) you will not impair the proper operation of the network; (vii) you will not try to interfere with or disrupt any of the Services or any software, hardware, telecommunications equipment or networks used by us or otherwise; (viii) you will not copy, or distribute any of the Services or other content without prior written permission from the RxMx; (ix) you will only use the Services for your own use and will not resell it to a third party and will not use any of the Services or any content available through any of the Services to infringe any copyright, patent, trademark, trade secret or other proprietary rights or violate any rights of publicity or privacy; (x) you will keep secure and confidential your account password or any identification we provide you which allows access to the Services; (xi) you will provide us with whatever proof of identity we may reasonably request; (xii) you will not use any of the Services to knowingly transmit any material that contains adware, malware, spyware, software viruses, or any other harmful code; and (xiii) you will not use any of the Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity.

(b) You agree to protect the Services, and their proprietary content, and any associated information and other materials, from any unauthorized access or use, and you agree that you will not use any of the Services or such proprietary content, information or other materials except as expressly permitted herein or expressly authorized in writing by RxMx. Except as specifically permitted herein or expressly authorized in writing by RxMx, you agree that you will not directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit any of the Services in any unauthorized manner, including but not limited to by trespass or burdening network capacity; (ii) use any of the Services in any service bureau arrangement; (iii) copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify any of the Services, any updates, or any part thereof in any form or manner or by any means; (iv) harvest or scrape any content or data from any of the Services, or (v) permit any third party to engage in any of the acts described in clauses (i) through (iv).

You further understand and agree that you are not permitted to: (u) remove or alter any copyright or other proprietary rights’ notice or restrictive rights legend contained or included in any of the Services; (v) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with any of the Services); (w) use any means to discover the source code of any portion of the Services; (x) access data not intended for you or log into a server or an account that you are not authorized to access; (y) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (z) otherwise circumvent any functionality that controls access to or otherwise protects any of the Services. Any attempt to do any of the foregoing is a violation of the rights of RxMx and its licensors. If you breach these restrictions, you may be subject to prosecution and damages. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates these Terms of Service, including without limitation, removing the offending content from our Services, suspending or terminating the access for such violators to our Services and reporting violations to the law enforcement authorities. You further agree not to use any of the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that RxMx is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

3. User Content License Grant. Subject to the terms of the Privacy Policy (including any restrictions on our ability to use and sharing of any confidential or personal health information you may submit or transmit through any of the Services), you hereby grant to RxMx a nonexclusive, perpetual, irrevocable, royalty-free, worldwide, transferable, sublicensable license to access, use, reproduce, transmit, display, publish, distribute, modify and adapt and create derivative work from any content that you post, upload, publish, submit or transmit to be made available through any of the Services (“Your Content”). By posting or submitting Your Content through any of the Services, you represent and warrant (a) that you own or otherwise control all of the rights to Your Content, including without limitation, all copyrights; (b) that Your Content is accurate and not misleading; and (c) that use of Your Content does not violate these Terms of Service or the Privacy Policy and will not cause injury, including any privacy or security risk to any person or entity. We take no responsibility and assume no liability for any content or materials submitted

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or posted through any of the Services, by you or any third party. WE RESERVE THE RIGHT TO REMOVE ANY CONTENT, MATERIAL, OR SUBMISSION THAT WE DETERMINE IN OUR SOLE DISCRETION VIOLATES ANY LAW OR RIGHT OF ANY PERSON, INFRINGES OR MISAPPROPRIATES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE OR SERVICES.

4. Your Data. For more information about how we may use and share your technical data and related information, please review the Privacy Policy at www.lemtradalabwatch.com/csp/rxm/PrivacyPolicy/PrivacyPolicy.pdf.

5. Third Party Services and Materials.

(a) Certain Services may display, include or make available content, data, information, applications or materials from third parties, including but not limited to from Third Party Data Providers (collectively, "Third Party Materials") or provide links to certain third-party websites. By using any of the Services, you acknowledge and agree that RxMx is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. RxMx does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you. RxMx does not guarantee the availability or display of Third Party Materials and reserves the right to remove any Third-Party Materials at any time in our sole discretion. Any opinions, advice, statements, views, positions, services, offers, or other Third-Party Materials expressed or made available on any of the Services are solely those of the respective authors or distributors, and do not necessarily reflect our opinions, views, or positions or those of our licensors. You use or rely on Third Party Materials at your own risk.

(b) In addition, the Services, as well as any third-party services and Third-Party Materials that may be accessed from, displayed on or linked to from any of the Services are not available in all languages or in all countries. RxMx makes no representation that any third-party services and Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such services or Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, rules and regulations, including but not limited to applicable local laws.

6. Independent Medical Judgment. Only Prescribers or their designated Delegates may receive or acknowledge alerts. If you are using any of the Services as a Prescriber or designated Delegate, you agree that you will interpret and subsequently act on (or not act on) the provided alerts and laboratory results for the applicable Patient using your own independent medical judgment. You also acknowledge and agree that you have not been induced or influenced to interpret the provided alerts and laboratory results and act on (or not act on) the same (including through the use of any of the Services) for any other reason. Neither RxMx nor Sanofi Genzyme shall have or exercise any control or direction over any Prescriber's professional medical judgment, medical decision-making, or the methods by which any Prescriber performs professional medical services.

7. Support Services. If you have a question regarding your use of any of the Services or would otherwise like to speak to a member of our support services team of nurses, you may email labwatchinfo@rxmxcorp.com or call (855) 223-1201. Our support services are available Monday through Friday, 9:00 AM – 5:00 PM EST (except on U.S. federal holidays when the support services are closed).

V. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY, RELEASE & INDEMNITY

1. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF ANY OF THE SERVICES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE PORTALS, THE APP AND ANY THIRD PARTY MATERIALS, THIRD PARTY SOFTWARE OR SERVICES) ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND

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2. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL RXXM OR SANOFI GENZYME BE LIABLE (I) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE ANY OF THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OF SERVICE OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH ANY OF THE SERVICES OR THIS TERMS OF SERVICE AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF RXXM OR SANOFI GENZYME HAS BEEN ADVISED, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS TERMS OF SERVICE OR THE DELIVERY, USE OR PERFORMANCE OF ANY OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. IF FOR ANY REASON A COURT OR ARBITRATOR FINDS RXXM LIABLE FOR DAMAGES NOTWITHSTANDING THE FOREGOING, RXXM'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00) IN THE AGGREGATE. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

3. You agree that the above limitations of liability together with the other provisions in these Terms of Service that limit liability are essential terms of these Terms of Service and that RxMx would not be willing to grant you the rights set forth in these Terms of Service but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce RxMx to grant you the rights set forth in these Terms of Service. To the extent that RxMx or Sanofi Genzyme may not, as a matter of applicable law, disclaim any implied warranty or limit their liabilities, the scope and duration of such warranty and the extent of liability of RxMx and Sanofi Genzyme will be the minimum permitted under such applicable law.

4. By entering into these Terms of Service and using any of the Services, you agree that you shall defend, release, indemnify and hold RxMx, Sanofi Genzyme, and each of their respective licensors, and the respective parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys business partners and agents of each of the foregoing, harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms of Service or any applicable law, rule or regulation; (b) your violation of any rights of any third party; (c) any unauthorized use of any of the Services; (d) your content; or (e) your negligence or willful misconduct. If you are a California resident, you waive California Civil Code Section 1452, 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." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

VI. OWNERSHIP

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1. The Services (including the Portals) and their content, including their "look and feel" (e.g., text, graphics, images, logos, registered and unregistered trademarks, trade names, and service marks), proprietary content, information and other materials, are protected under intellectual property, copyright, trademark and other laws. Lemtrada® and Genzyme are trademarks of Genzyme Corporation, Sanofi is a trademark of Sanofi, and RxMx is a trademark of RxMx. You acknowledge and agree that RxMx and/or its licensors own all right, title and interest in and to the Services (including without limitation any and all patent, copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. You do not acquire any rights or licenses under any of RxMx's (or its licensors') patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights on account of these Terms of Service. You acknowledge and agree that the features and functionality of the Services (including the Portals), and all software, content, data, information and materials contained therein are the confidential and proprietary information of RxMx (or its licensors), and accordingly you agree to (i) maintain the confidentiality of such information using reasonable efforts and care (but in no event less than the same efforts and care you use to protect your own confidential and proprietary information) and not disclose such information to any third party without the prior written consent of RxMx, and (ii) only use such information for the purposes of using the Services provided by RxMx hereunder, in accordance with these Terms of Service.

2. Any and all (i) suggestions for correction, change and modification to any of the Services and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to RxMx by you (collectively "Feedback"), and all (ii) improvements, updates, modifications or enhancements, whether made, created or developed by RxMx or otherwise relating to any of the Services (collectively, "Revisions"), are and will remain the property of RxMx. You acknowledge and expressly agree that any contribution of Feedback or Revisions does not and will not give or grant you any right, title or interest in any of the Services or in any such Feedback or Revisions. All Feedback and Revisions become the sole and exclusive property of RxMx and RxMx may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. RxMx is not obligated to use your Feedback in any way. You acknowledge and agree that RxMx is not obligated to keep your Feedback confidential other than as set forth in the Privacy Policy. You represent that your Feedback is entirely your original work. You hereby assign to RxMx any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property rights) that you may have in and to any and all Feedback and Revisions. At RxMx's request, you will execute any document, registration or filing required to give effect to the foregoing assignment.

VII. ARBITRATION AND CLASS ACTION WAIVER

THIS SECTION INCLUDES AN ARBITRATION AGREEMENT AND AN AGREEMENT THAT ALL CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY (AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING). PLEASE READ IT CAREFULLY. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE OPT OUT PROCEDURE DESCRIBED BELOW.

1. Informal Process First. You agree that in the event of any dispute between you and RxMx, you will first contact RxMx and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including, without limitation, any court action.

2. Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of RxMx's services and/or products, including any of the Services, or relating in any way to the communications between you and RxMx or any other user of any of the Services, will be finally resolved by binding arbitration. This mandatory arbitration agreement applies equally to you and RxMx. However, this arbitration agreement does not (a) govern any Claim by RxMx for infringement of its intellectual property or access to any of the Services that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this arbitration agreement within thirty (30) days of the first of the date you access or use any of the Services by following the procedure described below.

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Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and RxMx are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision (Section VII) will survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to RxMx, Inc., 1271 Avenue of the Americas, Suite #4300, New York, NY 10020. The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used any of the Services on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.

The number of arbitrators will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. New York law, without regard to conflicts of law principles, will apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or used any of the Services on behalf of an entity, we will reimburse those fees for claims totaling less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of this arbitration agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

If you do not want to arbitrate disputes with RxMx and you are an individual, you may opt out of this arbitration agreement by sending an email to labwatchinfo@rxmxcorp.com within thirty (30) days of the first of the date you access or use any of the Services.

Class Action Waiver

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and RxMx each waive any right to a jury trial.

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VIII. GENERAL PROVISIONS

- 1. Modifications.** We may modify these Terms of Service at any time. Modifications become effective with respect to you immediately upon your first interaction with or use of any of the Services after the “Last Revised” date at the top of these Terms of Service, an up-to-date version of which may be found at www.lemtradalabwatch.com/csp/rxmx/TermsOfService/TermsOfService.pdf. If we make changes that are material, we may use reasonable efforts to attempt to notify you, including by email or placing a prominent notice on the first page of the Website and App. However, it is your sole responsibility to review the Terms of Service from time to time to view any such changes. Your continued access or use of any of the Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms of Service. If you do not agree with the modifications to the Terms of Service, then please do not continue to access or use any of the Services.
- 2. Termination.** If you breach any of the terms of these Terms of Service, all licenses granted by RxMx, including permission to use any of the Services, will terminate automatically. Additionally, RxMx may suspend, disable, or delete your User Account and/or any of the Services (or any part of the foregoing) with or without notice, for any or no reason. If RxMx deletes your User Account for any suspected breach of these Terms by you, you are prohibited from re-registering for any of the Services under a different name. In the event of User Account deletion for any reason, RxMx may, but is not obligated to, delete any of Your Content. RxMx shall not be responsible for the deletion of (or failure to delete) Your Content. All sections which by their nature should survive the termination of these Terms of Service, including, without limitation, Section V-VII, shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by RxMx or you. Termination will not limit any of RxMx’s other rights or remedies at law or in equity.
- 3. Export Laws.** You agree that you will not export or re-export, directly or indirectly any of the Services and/or other information or materials provided by RxMx hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export of such software or data without first obtaining such license, approval or other applicable license exemption or exception. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or included on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
- 4. Injunctive Relief.** You agree that a breach of these Terms of Service will cause irreparable injury to RxMx for which monetary damages would not be an adequate remedy and RxMx shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without posting a bond, other security or proof of damages.
- 5. Electronic Communications Notice.** When you use any of the Services or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We may communicate with you by email or posting notices on the applicable Services. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, you must have a computer or other Internet-enabled device. In order to retain copies of any such communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. If you wish to withdraw your consent for us to communicate with you electronically, you may not use our Services.
- 6. Mobile.** To the extent you access our Services through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain elements of the Services may be prohibited or restricted by your carrier, and not all aspects of the Services may work with all

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carriers or devices. By using any of the Services, you agree that we may communicate with you regarding the Services by electronic means and that certain information about your usage of the Services may be communicated to us.

7. Miscellaneous. These Terms of Service may not be modified except by a writing executed by the duly-authorized representatives of RxMx. No other act, document, usage or custom will be deemed to modify or amend these Terms of Service. These Terms of Service will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms of Service and the licenses granted hereunder may be assigned by RxMx but may not be assigned by you without the prior express written consent of RxMx. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms of Service will be deemed to constitute a designation of either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms of Service due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein will not be considered to be part of the Terms of Service but are for convenience only. You and RxMx agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms of Service. The AAA Rules and the laws of the State of New York, without regard to its conflicts of law rules, govern these Terms of Service and your use of any of the Services. Your use of any of the Services may also be subject to other local, state, national, or international laws.

Under California Civil Code Section 1789.3, California users of the Services receive the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

8. Entire Agreement. These Terms of Service together with the Privacy Policy and Additional Terms set forth the entire understanding of the parties with respect to the matters contained herein and supersede any prior negotiations and agreements. There are no promises, covenants or undertakings between the parties, including with respect to the matters set forth therein other than those expressly set forth herein.

9. Contact Us. You may contact us regarding any of the Services or these Terms of Service, including if you require information that is not available on any of the Services, by emailing us at labwatchinfo@rxmxcorp.com or at the following address:

RxMx, Inc.
Attention: Legal Department
1271 Avenue of the Americas, Suite #4300
New York, NY 10020

"I have read, understood and agree to the Terms of Service and Privacy Policy"

Print Name:

Signature:

Date:

Job Number: [SAUS.MS.17.06.3822b\(4\)](#) 11/2019

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