

Euretos User Terms and Conditions of Use

This document describes the terms and conditions on which Euretos B.V. (hereinafter “**Provider**”) makes available data and related information retrieval, extraction and associative discovery services through its websites, applications, API and consultancy offering (hereinafter the “**Service**”). The Service is a resource for scientists and researchers both in academic and private organizations. By using the Service, you and / or your organization (hereinafter “**Customer**”) agree(s) to comply with and be bound by the following terms and conditions (hereinafter “**Agreement**”), which we may change at any time by posting notice on Provider’s website.

PLEASE READ THIS AGREEMENT CAREFULLY, AND PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES.

If you do not agree to these terms and conditions, please do not use the Service. Use of the Service is limited to those individuals who can form legally binding contracts under applicable law for personal use or representing a legal entity, and without limiting the foregoing, the Service is not to be accessed or used by minors.

1. Definitions

Access Credentials:	A unique username and password
Agreement:	Any Agreement between Euretos and Customer including these Terms and Conditions.
Back End:	Software system which receives data requests from the front end system, and provides data in response to the front end system.
Bespoke Software:	The software in object code developed by Euretos specifically for Customer based on functional specifications drafted by Euretos.
EKP:	The Euretos product called Euretos Knowledge Platform abbreviated as EKP. This includes the base platform, API and specific applications that run on top of the platform. These applications include but are not limited to: Analytics, (re)Search, Target Identification, Diagnostic Biomarker Identification, Gene Expression Analysis, Variant Analysis, Literature Research and Indication Expansion.
Product Overview:	The description of the EKP as available from the Euretos web site at www.euretos.com and amended from time to time.
Cause:	Failure to comply with any of the material terms and conditions of this Agreement.
Customer:	The company or organization that enters into an Agreement with Euretos.

Data:	All content stored in the EKP databases and accessible through the EKP application's front end and the Application Programming Interface (API).
Documentation:	The user documentation to the Software and any other literature or data supplied with the same purpose by Euretос.
Equipment:	A product or products in the area of computer hardware.
Error:	Any in a test environment reproducible failure of the Software to conform, in all material respects, to its specifications set out in the Product Description or in specifications expressly agreed between the parties.
Euretос:	Euretос B.V., with its principle place of business at Louis Braillelaan 80, 2719 EK Zoetermeer, The Netherlands.
Euretос Content:	All data made available under the EKP License Agreement.
Euretос Software:	The software in object code developed by Euretос, including user documentation and other related materials as defined to be Euretос Software by Euretос, and including any updates, upgrades, new versions and releases issued by Euretос from time to time. Software also includes any element in the area of software or firmware, that forms part of the Equipment.
Euretос User Terms and Conditions of Use:	These standard terms and conditions of Euretос, available from the Euretос website at www.euretос.com .
Fee:	The License and Services fee as defined in Addendum 1 to the Agreement 'EKP Services, Fees and Payment Conditions'.
Front end:	Software system acting as the interface between the user and the back end system.
Installation:	The EKP software as installed on the Customer's system.
Premium Service:	Additional features and services not included in the EKP license.
Products:	Equipment and/or Software. Some Products can consist of a combination of Equipment and/or Software. The constituent parts of Products are liable to the terms of the relevant chapters of these Terms and Conditions.

Product

Description:	The product description made available by Euretos in which the Euretos Software is described.
Proprietary Materials:	Any and all data and other materials owned by customer under Intellectual Property Rights, Copy Rights or other Rights granted to Customer.
Release:	Software and Documentation in which corrections to one or more Errors may be included and which is extended with functionality within the existing modules. New Releases are registered by means of a decimal figure (for example 1.2a).
Software:	Euretos Software, Bespoke Software and Third Party Software.
System:	The central processing unit and other hardware and operating software located at Customer or, if a hosting agreement is applicable, at a hosting party, on which the Software is to be run, including any replacement computer system Customer is permitted to use pursuant to the terms of this Agreement or the hosting party is permitted to use pursuant to the terms of a hosting agreement.
Third Party Software:	The software in object code developed by third parties, that has been embedded in the Euretos Software or Bespoke Software.
Update:	Software and Documentation in which corrections to one or more Errors and/or additional functionality are included. Updates are registered by means of a letter (for example 1.1b).
User Content:	All Customer's data and other content.
Version (software):	Software and Documentation in which corrections to one or more Errors may be included and which may be extended with new functionality within existing modules and which is extended with new modules. New Versions are registered by means of a new number (for example 2.0a).
Version (user):	User versions of EKP
Workspace:	Individual knowledge lab for collecting search and analysis results in order to keep the findings beyond a user session.

2. General Provisions

- 2.1. No deviations from these Terms and Conditions shall be valid unless expressly agreed in writing by Euretos.
- 2.2. All offers shall be without engagement unless expressly otherwise stated in writing by Euretos in the offer.

- 2.3. Any applicability of terms and conditions of Customer is rejected, unless these terms and conditions are accepted in writing by Euretос.
- 2.4. In the event of nullity or annulment of any provision of these Terms and Conditions, the other provisions hereof shall remain in full force and effect and Euretос and Customer shall consult together in order to agree on new provisions to replace the provisions that are null or, as the case may be, annulled, duly observing as much as possible the object and purport of the provision that is null or annulled.

3. Registration

- 3.1. Anyone who uses the applications or API of the Service (after signing the applicable agreements) will be required to register by providing a name and email address and other applicable information requested by Euretос. This information is needed to create an account according to the procedures set up by Euretос. Customer may also choose to provide Euretос with additional contact information, like an electronic business card with additional information such as address and telephone number.
- 3.2. After registering, Customer represents and warrants to Euretос that: (i) Customer is of legal age and, if applicable, authorized by the entity represented to form a binding contract; (ii) Customer will provide Euretос with accurate, current and complete user information as requested; (iii) Customer's registration and use of the Service is not prohibited by law or any third party agreement by which Customer is bound.
- 3.3. Euretос reserves the right to terminate Customer's status as an authorized user in the event of breaching any term of this Agreement.

4. Fees and terms of payment

- 4.1. The Service is provided under a license agreement stating the fee conditions under which the Service is available to Customer.
- 4.2. Euretос reserves the right to charge for access to additional features and will alert the users of the Service when new features become available.
- 4.3. Euretос reserves the right to modify any fees charged from time to time on notice to Customer. Euretос will provide prior notice to Customer before any fees are imposed or modified, and Customer will have the opportunity to cease using the Service before such fees are levied on Customer.
- 4.4. If Euretос terminates Customer's authorized user status or use of the Service as a result of breach of this Agreement, Customer will not be entitled to any refund of fees paid and all fees due for the remainder of the license term will still be payable by Customer.
- 4.5. Failing any specific payment terms agreed between Euretос and Customer, Customer shall pay within fourteen (14) days from the invoice date, or, if applicable, upon account creation using Euretос' online account creation and payment procedure. Euretос retains the right to, at any time, withdraw any credit that has been extended, if there is a reasonable motive to do so.

- 4.6. All prices shall be exclusive of sales tax and any other levies imposed by the authorities.
- 4.7. If Customer fails to pay an invoice, fails to pay an outstanding debt, or fails to pay it within the stated time, Euretos can refuse to fulfill its obligations and can eventually suspend its guarantee, provision of services and support obligations.
- 4.8. In the event that Customer fails to pay the amounts due within the agreed period, legal interest shall be due by Customer on the outstanding amount without any notice of default being required. Should Customer, after notice of default, fail to settle the claim, the same may be placed out of hand, in which case Customer shall be liable to pay in full, in addition to the total amount then due, any legal and non-legal expenses including any fees charged by external experts in addition to the costs assessed in court, relating to the collection of this claim or other enforcement of rights, the amount of which is fixed at 15% at least of the total amount.
- 4.9. If it is agreed that prices or costs should be paid in a country other than that in which Customer has its registered office, then Euretos retains the right to, if restrictions are placed by the government or others on the transfer of the contractually agreed currency, with a period of notice of one (1) month, demand that payment is made in the currency of the country in which Euretos is established or in another freely convertible currency.

5. Term and Termination

- 5.1. Each Agreement with Euretos will have an effective date specified in an Addendum or, if applicable, in the documentation provided at account creation. The term for EKP licenses will be one (1) year from the effective date.
- 5.2. If any Agreement which by its nature and content will not terminate by completion has been entered into for an indefinite period, such Agreement may be terminated in writing by either party after proper and business-like consultation, stating its reasons for doing upon a 60-day notice. If no specific term of notice was agreed between the parties, reasonable notice of termination shall be given. The parties shall never be liable in any damages by reason of termination.
- 5.3. Euretos may forthwith terminate the Agreement either in whole or in part by giving notice in writing, without notice of default and without judicial intervention, if Customer is granted an official moratorium, whether provisional or not; if with regard to Customer a bankruptcy petition is presented or winding-up proceedings are instituted; or if his undertaking is wound up or closed down otherwise than for the purpose of reconstruction or amalgamation of enterprises. Euretos shall never be liable in any damages by reason of such termination.

- 5.4. Euretos may forthwith terminate the Agreement either in whole or in part for cause by giving notice in writing without notice of default and without judicial intervention, if Customer fails to comply with any of the material terms and conditions of this Agreement.
- 5.5. Either Party shall have the right to terminate this Agreement at any time by written notice to the other Party in the event of a material breach by the other Party where such breach has not been remedied to the mutual satisfaction of the non-breaching Party within thirty (30) days of receipt of written notification of said breach.
- 5.6. Either Party shall have the right to terminate this Agreement upon thirty (30) days written notice if the other Party files a petition in bankruptcy, applies for or consents to the appointment of a receiver or trustee of itself or its property, or makes an assignment for the benefits of its creditors.

6. Conditions on Using the Service

- 6.1. All the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), software, algorithms, inventions, conceptions, processes and other content of the Service (collectively, the “Proprietary Materials”) are proprietary to Euretos or to third parties. The Proprietary Materials include any Submissions but exclude any of Customer’s User Content.
- 6.2. Euretos authorizes Customer to use the Service subject to the following conditions:
 - (a) Unless a separate Agreement is in place stating additional terms and conditions, Customer may not re-supply the Service to any third party nor use the Service as a material component of a product or service that Customer provides to any third party, including but not limited to contract research activities, consulting and/or other kinds of counsel and advice;
 - (b) Customer may not use the Service excessively as this may indicate unauthorized use of the system or may adversely impact the user experience of other Customers. Excessive use is determined at the discretion of Euretos and is defined as a multiplier compared to average use. This threshold will apply equally to all customers and will be acted upon indiscriminately. If excessive use is concluded Euretos will notify the user and give the opportunity to explain the high levels of use. After review Euretos may decide to require the Customer to limit their usage. If the Customer does not comply to this request, Euretos has the right to terminate the agreement.
 - (c) Customer may not modify the Proprietary Materials;
 - (d) Any displays or print outs derived from the Service or including any Proprietary Materials must be marked “© Euretos, B.V., [year]. All rights reserved.”, where [year] is the year of creating the materials ;
 - (e) Customer may not remove any copyright, trademark or other proprietary notices that have been placed in the Proprietary Materials. Except as expressly permitted above, modification, reproduction, redistribution, republication, uploading, posting, transmitting,

distributing or otherwise exploiting in any way of the Service or Proprietary Materials, or any portion of the Service or Proprietary Materials, is strictly prohibited without the prior written permission of Euretos;

(f) Customer may not use the Service in any manner that harms the Service or impairs its operation; and

(g) Customer may not link to any part of the Service or any Proprietary Materials or frame or otherwise display in any manner the Proprietary Materials at any other website or elsewhere.

(h) Customer allows Euretos to use the Customer name and logo in Euretos' marketing material, including its website, stating the fact that Customer is a user of the EKP. If Customer is an individual this clause will apply to the name and logo of the organization Customer belongs to. No further information regarding Customer's use of the EKP will be mentioned by Euretos without express permission of Customer.

- 6.3. All software used on the Service is proprietary to Euretos or to third parties, and except as may be required to exercise the foregoing license grant, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other reduction of such software to human-readable form is prohibited.
- 6.4. The trade name Euretos is proprietary to Euretos, and may not be used in connection with any service or products other than those provided by Euretos, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Euretos. Any use of those marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.
- 6.4. Customer agrees, and represents and warrants, that his use or other exploitation of the Service and the Proprietary Materials, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, Customer agrees that he will comply with all applicable laws, regulations and ordinances relating to the Service, the Proprietary Materials or the use of them, and he will be solely responsible for his own individual violations of any of them.

7. Submissions to Euretos

Euretos is pleased to hear from Customer and welcomes comments regarding the Software, the Service and the Proprietary Materials. In the event that Customer submits ideas, suggestions, or other information to Euretos, whether at the request of Euretos or not (all of the foregoing being "Submissions"), the Submissions will be deemed, and will remain, the sole property of Euretos. None of the Submissions will be subject to any obligation of confidence on the part of Euretos, and Euretos Affiliates (as defined below) will not be liable for any use or disclosure of any Submissions. Without limiting the foregoing, Euretos will exclusively own all now known or hereafter existing rights to the Submissions of every kind, in perpetuity, and will be entitled to unrestricted use and other exploitation of the Submissions for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the

Submissions. Each of the irrevocably and unconditionally waives and covenants not to assert any of such rights against Euretos or its affiliates, successors, assigns, licensees, partners, and customers (collectively, "Euretos Affiliates"), as well as any users of the Service.

8. Backup and updating procedures

- 8.1. Euretos will back up all content of its databases and of all workspaces on a regular schedule to be disclosed to clients in a timely fashion. Content of workspaces will only be recoverable from the latest workspace backup.
- 8.2. Euretos will update the content of its databases on a regular schedule to be disclosed to clients in a timely fashion. Updates will be dependent upon update schedules of the public databases represented in EKP. Euretos will schedule maintenance and updates as much as possible during low usage hours but cannot guarantee the Service will not be interrupted for short periods during maintenance and updating.

9. Euretos Not Responsible for Third Party Materials or Content

The Service relies in part on third party content indexed and used by the Service, and may involve use of Third Party Software or algorithms. In addition, the Service contains links to third party websites and may display third party advertising. Any third party content, websites, and advertisements are "Third Party Materials". The Third Party Materials are not under Euretos' control, and Euretos is not responsible for the contents or the performance of any Third Party Materials. Use of Third Party Materials does not imply endorsement of, sponsorship of, or affiliation with the Third Party Materials by Euretos. Websites of merchants or advertisers are owned and operated by independent retailers or service providers, and therefore, Euretos is unable to ensure that Customer will be satisfied with their products, services or business practices. Customer should make whatever investigation customer feels necessary or appropriate before proceeding with any transaction with any of these third parties.

10. Warranty Disclaimers and Limitations of Liability

- 10.1. Euretos and Euretos Affiliates make no representations or warranties of any kind regarding the Service or the Proprietary Materials. The Service and Proprietary Materials are provided in "AS IS" condition, and Euretos and Euretos Affiliates EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE; (ii) THAT THE SERVICE OR THE PROPRIETARY MATERIALS WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR, (iii) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE OPERATION, USE OR OTHER EXPLOITATION OF THE SERVICE OR THE PROPRIETARY MATERIALS, AND (iv) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR THE PROPRIETARY MATERIALS. No advice or information, whether oral or written, obtained by you from Euretos, any of Euretos Affiliate, or through the Service or Proprietary Materials will create any warranty not expressly stated herein.

- 10.2. Customer USES THE SERVICE AND THE PROPRIETARY MATERIALS AT his OWN RISK, AND NEITHER EURETOS NOR EURETOS AFFILIATES WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO ANY OF THEIR OPERATION, USE OR OTHER EXPLOITATION. Customer waives and covenants not to assert any claims or allegations of any nature arising from or relating to the operation, use or other exploitation of the Service or the Proprietary Materials, including any allegation or claim that Euretос or any Euretос Affiliates has or should indemnify, defend, or hold Customer harmless from any claim or allegation arising from the operation, use or other exploitation of the Service or the Proprietary Materials.
- 10.3. UNDER NO CIRCUMSTANCES WILL Customer BE ENTITLED TO RECOVER FROM EURETOS OR EURETOS AFFILIATES ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE WEBSITE OR PROPRIETARY MATERIALS, EVEN IF EURETOS OR EURETOS AFFILIATES HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.4. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO Customer.

11. Customer's Indemnity of Euretос and Euretос Affiliates; Termination of Use.

- 11.1. Customer agrees to indemnify, hold harmless, and at their respective options, defend Euretос and Euretос Affiliates and their respective officers, agents, employees, directors and affiliates (the "**Indemnified Parties**") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of action (including, but not limited to, reasonable attorney's fees and disbursements) (collectively, "**Losses**") resulting or arising from this Agreement or relating to the breach or alleged breach of Customer's duties or obligations under this Agreement or use of the Service or Proprietary Materials.; provided that excluded from Supplier's undertaking to defend, indemnify and hold harmless are Losses arising from willful misconduct, fraud, criminal activity, intentional tort or negligence of any of the Indemnified Parties. For any indemnified matter, Euretос and Euretос Affiliates will have full control of the response thereto and the defense thereof, including any agreement relating to the settlement thereof, and Customer will cooperate fully with Euretос and Euretос Affiliates in such matter.
- 11.2. Euretос may, at its option, terminate any user's access to any or all of the Service, and may remove or delete any User Content or Submissions Customer may have submitted.

12. Information to be included in notices

Any notice alleging that materials on this Service infringe intellectual property rights must include the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;

- (b) a description of the copyrighted work or other intellectual property claimed to be infringed;
- (c) a description of the material that claimed to be infringed and where it is located on the Service;
- (d) address, telephone number, and email address of the individual making the claim;
- (e) a statement by the individual that he has a good faith belief that the use of the materials on the Service of which he is complaining is not authorized by the copyright owner, its agent, or the law;
- (f) a statement by the individual that the above information in his notice is accurate and that, under penalty of perjury, he is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

13. Link to the Privacy Policy

Euretos is concerned about user privacy and operates the Service under the PRIVACY POLICY published on www.euretos.com. We urge anyone to read this policy before using the Service and, because the policy is updated from time to time, later at convenience on a regular basis.

14. Applicable Law and Jurisdiction; Compliance

The Service is controlled by Euretos and operated by Euretos from its offices in and around The Netherlands. Although Euretos has made no effort to publish the Service elsewhere, because the Service is published on the World Wide Web it is accessible in other countries. As each of these places have laws that may differ from those of The Netherlands and from each other, and as Customer and Euretos both benefit from establishing a predictable legal environment in which to operate, use or otherwise exploit the Service, by using the Service Customer and Euretos agree that all matters arising from or relating to the use and operation of the Service will be governed by the substantive laws of The Netherlands, without regard to its conflicts of laws principles. Customer agrees that all claims he may have arising from or relating to the operation, use or other exploitation of the Service will be heard and resolved in the courts located in The Netherlands. Customer consents to the personal jurisdiction of such courts over him, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If Customer chooses to gain access to the Service from locations other than The Netherlands, Customer will be responsible for compliance with all local laws of any such other location, and in no event will Customer use the Service or Proprietary Materials in violation of The Netherlands' export laws or regulations.

15. Audit

Provider reserves the right to audit Customer's performance under this Agreement, including but not limited to Customer's adherence to the terms specified in this Agreement.

16. Miscellaneous Provisions

No delay or omission by Euretos in exercising any of its rights occurring upon any noncompliance or default by Customer with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by Euretos of any of the covenants, conditions or agreements to be performed by Customer will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, "including" means "including but not limited to." If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between Customer and Euretos regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Customer agrees that the electronic text of this Agreement constitutes a writing and Customer's assent to the terms and conditions hereof constitutes a "signing" for all purposes.

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