

DATA ACCESS AGREEMENT

PREAMBLE. *This Agreement is based on, and adapted with permission from, the Data License Agreement developed by the University of Washington, whose contributions are gratefully acknowledged.*

If you will use the Data as an individual and not on behalf of any employer, institution, agency, partnership, joint venture, corporation, company or other entity ("Entity"), then "You" or "Authorized User" referred to in this Agreement is you in your individual capacity. If you are entering into this Agreement on behalf of an Entity, then "You" or the "Authorized User" referred to in this Agreement shall be that Entity, provided that you hereby represent and warrant to Data Provider that you have the legal authority to bind that Entity. If "You" or the "Authorized User" is an Entity, then the rights and obligations under this Agreement apply to all employees and agents of the Entity, and the Entity shall be liable and responsible for the actions and omissions of all such individuals, to the extent allowed by applicable law.

BY CLICKING "I AGREE" OR OTHERWISE ACCESSING, DOWNLOADING, INSTALLING, OR USING THE DATA, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS DATA ACCESS AGREEMENT ("AGREEMENT"), UNDERSTAND THEM, ARE AUTHORIZED BY YOUR ENTITY TO ACCEPT THEM, AND AGREE TO BE BOUND BY THEM. WE RECOMMEND THAT YOU PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCESS, DOWNLOAD, INSTALL OR USE THE DATA.

1. **PURPOSE CLAUSE.** You agree to only use the Data for the approved research purposes, in accordance with the conditions established in this Agreement and its appendices. You further agree to respect restrictions on data use arising from public law that applies to You, research ethics guidance, contracts, informed consent materials, institutional policies, and data access committee approvals.
2. **DATA TRANSFER.** You shall not transfer, license, sublicense, sell, assign, display, share or otherwise convey any portion of the Data or any derivative work to any third party other than another Authorized User that is bound by the terms of an agreement with the Data Provider on terms identical to those contained in this Agreement, in which case You shall be permitted to give access to the Data to such other Authorized User and their employees, agents and contractors that are bound under such agreement for the purpose of collaborating with You on one or more projects involving the Data. Notwithstanding, the Data can be transferred or disclosed to third parties for the purpose of ensuring compliance with the monitoring and audit requirements that research funding agencies, sponsors, and regulators impose, or with binding public law. You may also disclose the data to third-party service providers that provide services that are integral to the performance of the research activities described in this agreement. However, under no circumstances shall the Data be transferred or disclosed to third-party companies for the purpose of analyzing the Data using large language models (LLMs) or other forms of generative AI, unless explicitly authorized in writing by the Data Provider. You agree to provide notice to the Data Provider of all transfers made to recipients other than third-party service providers at the time that these transfers are made. In all cases, you must bind recipient third parties to hold the data according to standards of confidentiality and security that are equivalent to those described in this agreement.
3. **DATA SHARING AND RESEARCH OUTPUTS.** You are permitted to make, reproduce and

distribute research outputs. You agree that the publications and other research outputs arising from Your Research Project will not contain any personal information relating to the Data Subjects. You may further release models, algorithms and programs that are developed, trained or adapted using the Data, but which do not themselves contain the Data or any modified version of the Data (“Models”), provided that You, prior to dissemination of any such Models, undertake all reasonable efforts to minimize the likelihood that Data can be memorized, derived, reconstructed or reconstituted through the use or construction of such Models.

4. **ADDITIONAL USE RESTRICTIONS.** Without limiting the generality of the foregoing, You shall not: (i) make clinical treatment decisions based on the Data, as it is intended solely as a research resource, or (ii) use or attempt to use the Data, alone or in concert with other information, to compromise or otherwise infringe the confidentiality of information on an individual person who is the source of any Data or any clinical data or biological sample from which Data has been generated (a “Data Subject”) and their right to privacy, to identify or contact any individual Data Subject or group of Data Subjects, to extract or extrapolate any identifying information about a Data Subject, to establish a particular Data Subject’s membership in a particular group of persons, or otherwise to cause harm or injury to any Data Subject. You agree to acknowledge the source and any funder of the Data in any publications reporting use of the Data.

5. **SECURITY.** You agree to comply with all data security and privacy standards established by the U.S. National Institutes of Health under its Genomic Data Sharing (GDS) Policy from time to time, the current version of which is located at [NIH Security Best Practices for Controlled-Access Data Subject to the NIH Genomic Data Sharing \(GDS\) Policy \(https://sharing.nih.gov/sites/default/files/flmngn/NIH_Best_Practices_for_Controlled-Access Data Subject to the NIH GDS Policy.pdf\)](https://sharing.nih.gov/sites/default/files/flmngn/NIH_Best_Practices_for_Controlled-Access_Data_Subject_to_the_NIH_Genomic_Data_Sharing_(GDS)_Policy_(https://sharing.nih.gov/sites/default/files/flmngn/NIH_Best_Practices_for_Controlled-Access_Data_Subject_to_the_NIH_GDS_Policy.pdf).).

6. **TERMINATION.** If You are in breach of the terms of this Agreement, the Data Provider can terminate the Agreement at its discretion if: (i) the breach has not been remediated within a reasonable period of time after You become aware of such a breach, or (ii) the breach is serious and material. A reasonable period of time shall generally be interpreted to mean thirty (30) days. If You become aware that You are in breach of the terms of this Agreement, You must immediately notify the Data Provider. Such notice should, at minimum, inform the Data Provider of the nature of the breach and the circumstances that led thereto.

7. **DATA DESTRUCTION.** You agree to destroy the Data once it is no longer useful for Your Research Project, or upon termination of this Agreement, whichever comes first. You agree not to retain any copies of the Data, except as required to ensure compliance with applicable legal requirements; to ensure compliance with Data retention or audit requirements; or to preserve study integrity. If you wish to proceed to the disposition of the Data through another means, such as its anonymization, its archiving, or the return thereof to the Data Provider, you must obtain explicit approval from the Data Provider to do so.

8. **INTELLECTUAL PROPERTY RIGHTS.** You understand and acknowledge that the Data may be protected by copyright and other rights, including other intellectual property rights. Duplication, as reasonably required to carry out Your Research Project with the Data, is nonetheless permitted. Sale of all or part of the Data on any media is not permitted. You recognize that nothing in this Agreement shall operate to transfer to You any intellectual property rights in or relating to the Data. You agree not to make intellectual property claims on the Data. You agree not to use intellectual property protection in ways that would prevent or block access to, or use of, any element of these Data, or conclusions drawn directly from the Data. You can elect to perform further research that would add intellectual and resource capital to the Data and decide to obtain intellectual property rights on these downstream discoveries. You agree to implement licensing policies that will not obstruct further research.

You agree to respect the Fort Lauderdale Agreement.

9. **CONTRACT MODIFICATION.** You understand that the Data Provider may be required to alter the terms of this agreement to respond to changes in applicable legislation, to address evolving ethical and legal guidance, or to address other considerations that could emerge in the future. If this occurs, Your continued access to the Data, and use thereof, are conditional on the conclusion of a modified version of this agreement.

10. **DISCLAIMER OF WARRANTY.** THE DATA IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION THE WARRANTIES THAT IT IS FREE FROM DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE DATA IS BORNE BY YOU. SHOULD THE DATA PROVE DEFECTIVE IN ANY RESPECT, YOU AND NOT THE DATA PROVIDER OR ITS SUPPLIERS ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE DATA IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

11. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DATA PROVIDER OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY PUNITIVE, EXEMPLARY, MULTIPLE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE DATA, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, THE DATA PROVIDER'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT AND WITH RESPECT TO THE DATA SHALL NOT EXCEED IN THE AGGREGATE ONE U.S. DOLLAR, WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THE DATA PROVIDER TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE.

12. **INDEMNIFICATION.** To the extent allowed by applicable law, You agree to indemnify, defend and hold harmless the Data Provider and its suppliers and their respective employees, officers, directors, contractors and agents from and against any and all claims, damages, losses, settlements, penalties, costs, expenses and other amounts arising directly or indirectly from your use of the Data and any use, distribution or activity of a Model, including, without limitation, all third party claims asserting violation of privacy rights, death, personal harm or injury, economic loss, emotional distress, discrimination, defamation, breach of security, national security, or infringement of patent, copyright or other intellectual or industrial property rights.

13. **COMPLIANCE.** You agree to comply with all applicable laws, regulations and restrictions relating to the distribution and use of the Data and Model.

14. **GENERAL.** (a) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. (b) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall

remain in full force and effect. (c) The language of this Agreement is English. (d) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. (e) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns.

I have read and agree to the terms and conditions of the Data Access Agreement.