

SPARK Public Projects Data: Legal Information/Terms of Use

1. Your Acceptance:

- a. By using the data (“SPARK Public Projects Data”) accessed here and hosted in this public portion of the host website (the “Website”), you signify your agreement to be bound by the terms and conditions below (the “SPARK Data Terms of Use”) with respect to your access to and use of the SPARK Public Projects Data. For clarity, these SPARK Data Terms of Use do not limit, and are in addition to, any other terms and conditions you may be subject to by using the Website.
- b. If you access or use the SPARK Public Projects Data on behalf of another person or entity, you represent and warrant that you have the authority to bind the person or entity to these SPARK Data Terms of Use, and your acceptance of the SPARK Data Terms of Use will be deemed an acceptance by that entity, and “you” and “your” herein shall refer to that entity.
- c. These SPARK Data Terms of Use may be modified or revised at any time, and you agree to be bound by such modifications or revisions. You should periodically review the most up-to-date version of these SPARK Data Terms of Use, which are posted with all SPARK Public Projects Data. Except as set forth in Section 3, nothing in these SPARK Data Terms of Use shall be deemed to confer any third-party rights or benefits.
- d. Nothing herein will (i) require the SPARK Public Projects Data to be made available twenty-four (24) hours a day, seven (7) days a week, or (ii) prevent SPARK Public Projects Data from being transferred, or access to any or all SPARK Public Projects Data from being discontinued, in any way for any reason.
- e. Without limiting any of the terms or conditions of these SPARK Data Terms of Use, your attention is brought, in particular, to the bolded Sections 2.a, 2.f, 3.a, and 4.a below.
- f. Your access to the SPARK Public Projects Data may be suspended or disabled, including in its entirety, if you have engaged in any use of the SPARK Public Projects Data that is inconsistent with the SPARK Data Terms of Use.
- g. In the event of any conflict between these SPARK Data Terms of Use and any other terms of use on the Website, these SPARK Data Terms of Use shall control with respect to SPARK Public Projects Data.

- h. No person or entity involved in generating or providing the SPARK Public Projects Data, making the SPARK Public Projects Data publicly available, or hosting the SPARK Public Projects Data, endorses any SPARK Public Projects Data nor do any such persons or entities endorse any opinion, recommendation, or advice expressed therein, and each such person and entity expressly disclaims any and all liability in connection with the SPARK Public Projects Data.
 - i. If you have entered into any written agreement related to making the SPARK Public Projects Data publicly available through the Shared Platform for Antibiotic Research and Knowledge (“Data Sharing Agreement”), then (i) the Data Sharing Agreement shall control in the event of a conflict between such Data Sharing Agreement and these SPARK Data Terms of Use with respect to your provision of SPARK Public Projects Data under the Data Sharing Agreement, (ii) these SPARK Data Terms of Use shall control with respect to any other conflicts, including your access and use of any other SPARK Public Projects Data, and (iii) there is no conflict if the Data Sharing Agreement or these SPARK Data Terms of Use are silent on a matter addressed by the other.
- 2. The following restrictions and conditions apply specifically to your access to, and use of, the SPARK Public Projects Data:
 - a. **You may access and/or export SPARK Public Projects Data owned by third parties ONLY FOR RESEARCH AND DEVELOPMENT PURPOSES, without consent from or accounting to such third party. You understand that it is the sole responsibility of each user of the SPARK Public Projects Data to obtain any and all necessary rights, including, but not limited to, copyrights, trademarks, patents, trade dress, trade secret, publicity or other requirements through federal and/or state laws, if and when disseminating, commercializing, or otherwise creating new intellectual property rights from and in the SPARK Public Projects Data. Each person and entity involved in generating or providing the SPARK Public Projects Data, making the SPARK Public Projects Data publicly available, or hosting the SPARK Public Projects Data disclaims all such responsibility and you represent that you will not hold any such person or entity liable for any potential third party claims that may arise from your failure to obtain such rights.**
 - b. You may access and export SPARK Public Projects Data only as permitted under these SPARK Data Terms of Use.
 - c. You agree not to circumvent, disable or otherwise interfere with features that (i) prevent or restrict use or copying of any SPARK Public Projects Data, and/or (ii) enforce limitations on use of the Website, or the content therein.

- d. You agree that SPARK Public Projects Data will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act, or any other export laws, regulations or restrictions.
- e. You understand that when using the Website, you will be exposed to SPARK Public Projects Data from a variety of sources, and that no person or entity involved in generating or providing the SPARK Public Projects Data, making the SPARK Public Projects Data publicly available, or hosting the SPARK Public Projects Data is responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such SPARK Public Projects Data. You further understand and acknowledge that you may be exposed to SPARK Public Projects Data that is inaccurate or objectionable.
- f. **Experimental Material**
 - i. **You acknowledge that (1) some of the SPARK Public Projects Data may contain compounds or other information with biological or chemical properties that are unpredictable and/or unknown, and (2) the absence of any specific warning or disclaimer on any SPARK Public Projects Data with respect to compounds or other information contained therein does not mean that such compounds or other information may not have biological or chemical properties that are unsafe for human use, unpredictable, and/or unknown.**
 - ii. **You hereby warrant that you are responsible for your compliance with any and all applicable federal, state and local laws, rules, regulations and other governmental and quasi-governmental standards and guidelines applicable to research and experimentation.**

3. **Liability and Indemnification:**

- a. **You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against person or entity involved in generating or providing the SPARK Public Projects Data, making the SPARK Public Projects Data publicly available, and/or hosting the SPARK Public Projects Data with respect thereto, and agree to indemnify and hold each person or entity involved in generating or providing the SPARK Public Projects Data, making the SPARK Public Projects Data publicly available, and/or hosting the SPARK Public Projects Data including such person's and entity's owners/operators, affiliates, licensors, and/or successors ("Indemnitees") harmless to the fullest extent allowed by law regarding all matters related to your use, including any unauthorized use of the Website (and account used for the Website), SPARK Public Projects Data and any compounds identified therein, or any potential legal actions stemming from any and all failures to comply**

with Section 2.f.ii. You will not hold any Indemnitee responsible for any of the information received through accessing SPARK Public Projects Data. You acknowledge and agree that each provider of SPARK Public Projects Data shall be an intended third party beneficiary of these SPARK Data Terms of Use with respect to this Section 3 and the use of such provider's SPARK Public Projects Data.

- b. NO PERSON OR ENTITY INVOLVED IN GENERATING OR PROVIDING THE SPARK PUBLIC PROJECTS DATA, MAKING THE SPARK PUBLIC PROJECTS DATA PUBLICLY AVAILABLE, OR HOSTING THE SPARK PUBLIC PROJECTS DATA MAKES ANY WARRANTIES AS TO THE WEBSITE OR THE SPARK PUBLIC PROJECTS DATA. USE OF THE WEBSITE AND THE SPARK PUBLIC PROJECTS DATA IS AT YOUR OWN RISK, AND YOU AFFIRMATIVELY ACCEPT THESE RISKS WITH EACH USE. THE WEBSITE AND THE SPARK PUBLIC PROJECTS DATA ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NO PERSON OR ENTITY INVOLVED IN GENERATING OR PROVIDING THE SPARK PUBLIC PROJECTS DATA, MAKING THE SPARK PUBLIC PROJECTS DATA PUBLICLY AVAILABLE, OR HOSTING THE SPARK PUBLIC PROJECTS DATA WARRANTS THAT THE WEBSITE OR THE SPARK PUBLIC PROJECTS DATA, OR THEIR CONTENT OR OPERATION WILL BE SECURE, ACCURATE, RELIABLE, UNINTERRUPTED, OR ERROR-FREE.
- c. IN NO EVENT SHALL ANY PERSON OR ENTITY INVOLVED IN GENERATING OR PROVIDING THE SPARK PUBLIC PROJECTS DATA, MAKING THE SPARK PUBLIC PROJECTS DATA PUBLICLY AVAILABLE, OR HOSTING THE SPARK PUBLIC PROJECTS DATA BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE AND THE SPARK PUBLIC PROJECTS DATA, INCLUDING, WITHOUT LIMITATION, LOSS OF LIFE, PHYSICAL INJURY, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, OR ANY OTHER DAMAGES, LOSSES OR CLAIMS, EVEN IF ANY SUCH PERSON OR ENTITY INVOLVED IN GENERATING OR PROVIDING THE SPARK PUBLIC PROJECTS DATA, MAKING THE SPARK PUBLIC PROJECTS DATA PUBLICLY AVAILABLE, OR HOSTING THE SPARK PUBLIC PROJECTS DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS.

4. References and Citations to Data Sets:

- a. **As part of your use of the SPARK Public Projects Data, the Website, or anything related thereto, you are responsible for, and will adhere to, scientific conventions, standards and requirements by citing datasets and information within the SPARK Public Projects Data you use according to the specific source descriptions, citations and/or suggested language, including proper funding attribution noted in the details section of the relevant SPARK Public Projects Data, in any publications, presentations, or communications that derive from your use with the SPARK Public Projects Data.**