OpenOrganelle Terms of Use

Effective Date: 03/23/2021

The OpenOrganelle data repository (the "Repository") is offered by the Janelia Research Campus of the Howard Hughes Medical Institute ("HHMI" or "we" or "us" or "our(s)"). The Repository is a collection of data and other information relating to high-resolution electron microscopy images of tissues and cells, including without limitation FIB-SEM datasets and accompanying segmentations (all such data and information made available on or through the Repository collectively referred to herein as the "Data"). Please read these OpenOrganelle Terms of Use ("OpenOrganelle Terms of Use") carefully. By accessing or using the Repository or any Data, you agree to these OpenOrganelle Terms of Use. If you do not agree to these OpenOrganelle Terms of Use, your only recourse is to discontinue accessing and using the Repository and Data.

<u>Use of the Repository</u>. You may access and use the Repository and Data solely for scientific research consistent with any and all applicable laws, rules, and regulations and these OpenOrganelle Terms of Use. However, with respect to any Data you access through the Repository, your access and use of such Data is subject to the CC BY 4.0 license.

No HHMI Warranties; Disclaimer and Indemnification. HHMI DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, RELIABILITY, COMPREHENSIVENESS, ERROR-FREE AND/OR VIRUS-FREE OPERATION, OR CONTINUED AVAILABILITY OF THE REPOSITORY OR ANY DATA. THE REPOSITORY AND DATA ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, HHMI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE REPOSITORY AND DATA, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NEITHER HHMI NOR ANY PERSON ASSOCIATED WITH HHMI MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE REPOSITORY OR DATA. WITHOUT LIMITING THE FOREGOING, NEITHER HHMI NOR ANYONE ASSOCIATED WITH HHMI REPRESENTS OR WARRANTS THAT THE REPOSITORY OR DATA WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE REPOSITORY OR DATA WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. IN CERTAIN STATES, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO ALL OR A PORTION OF THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL HHMI, OR ANY OF ITS EMPLOYEES, AGENTS, OFFICERS, OR TRUSTEES, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE REPOSITORY OR DATA, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABLITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

You agree to indemnify, defend, and hold harmless us and our trustees, officers, employees, and agents from and against all claims, losses, expenses, damages, and costs, including without limitation attorneys' fees, resulting from your use of the Repository or Data, or any violation by you of these OpenOrganelle Terms of Use. We reserve the right to assume, at our sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with us.

<u>Termination</u>. HHMI reserves the right to suspend or terminate your use of the Repository and/or Data or terminate or cancel the OpenOrganelle Terms of Use, any of which suspension, termination or cancellation may be in whole or in-part, at any time with or without prior notice. You agree that HHMI shall not be liable to you or any third party for termination of your access to the Repository or Data. We also reserve the right to withdraw or amend the Repository or Data without notice. We will not be liable if for any reason all or any part of the Repository or Data is unavailable at any time or for any period.

<u>Trademarks, Copyright & Proprietary Information</u>. The Repository contains trademarks and copyrighted material owned by HHMI and/or providers of Data; you may not copy, reproduce, publish, post, transmit, display, store, sublicense, transfer or distribute such materials without written permission from the applicable owner. For purposes of clarification, this prohibition does not prohibit use of any Data under the terms of the CC BY 4.0 license.

Modifications. HHMI may modify these OpenOrganelle Terms of Use from time to time. Any modifications to the OpenOrganelle Terms of Use shall become effective upon notice to you and immediately thereafter when posted. By making use of the Repository after such modification, you are agreeing to the modified OpenOrganelle Terms of Use then in effect. The effective date at the beginning of these OpenOrganelle Terms of Use indicates the last date these terms were modified, please check these terms regularly.

Miscellaneous. In addition to these OpenOrganelle Terms of Use, the HHMI Terms of Use and the HHMI Privacy Policy (as linked above) apply to and govern your use of the Repository, provided that in the event of a conflict between these OpenOrganelle Terms of Use, on the one hand, and either the HHMI Terms of Use or the HHMI Privacy Policy, on the other hand, then these OpenOrganelle Terms of Use shall prevail. Subject to the previous sentence, these OpenOrganelle Terms of Use, the HHMI Terms of Use, and the HHMI Privacy Policy constitute the entire agreement between you and HHMI with respect to the Repository and your use of the Data. Any failure of ours to assert a right or provision shall not constitute a waiver of such right or provision. If any provision of these OpenOrganelle Terms of Use is held to be invalid, illegal, or unenforceable, then such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the OpenOrganelle Terms of Use will continue in full force and effect. Except as otherwise expressly provided herein, all remedies provided for in these OpenOrganelle Terms of Use shall be cumulative and in addition to and not in lieu of any other remedies available at law or in equity. All matters relating to the Repository or Data or these OpenOrganelle Terms of Use shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule. The Repository and Data are controlled by us from the United States. If you choose to access the Repository or Data from locations outside the United States, you do so at your own risk and you are responsible for compliance with any local laws.