Illumina Genotyping Control Database Download Agreement

Preliminary Statement

Genetic case-control association studies are becoming more widespread in the scientific community. As part of an ongoing initiative at Illumina we have identified the need by users of our technology to access genotypic and phenotypic information (collectively, "Information") from individuals that can be used as controls in case-control association studies, wherein risk factors of individuals with a certain disease (cases) are compared to individuals without the disease (controls). It is Illumina's intent to provide an online repository for such Information accessible to the scientific community to further scientific progress using these resources, subject to appropriate terms and conditions (the "Database"). The Information in the Database may only be used as part of an ongoing case-control study or for the purpose of software developments to advance the analysis of case control studies (the "Designated Purposes", including as further defined below). To protect the confidentiality and privacy of the individuals whose Information is submitted to the Database, you as a downloader of Information must accept and adhere to the terms and conditions of the Illumina Genotype Control Database Download Agreement (the "Agreement") prior to downloading Information. Illumina warrants that data submitters have provided documentation confirming that they obtained the necessary approvals, consents, and authorizations to submit the Information to the Database, as applicable to the genotypic and phenotypic information and as required by law. Failure to comply with this Agreement could result in denial of further access to and use of the Database as well as expose you to legal liability under US law.

Modification of this Agreement

Illumina reserves the right to change the terms of this Agreement at its sole discretion. Each time you logon to the Database to download Information you will be required to review and accept this Agreement with respect to the Information downloaded during that particular session. The version of the Agreement in effect at the time of your download of Information will govern with respect to that Information.

User Submissions and Downloads/Database Content

By downloading Information from the Database you warrant and represent that you agree to be bound to using the Information only for the Designated Purposes.

Although Illumina requires submitters of Information to the Database to warrant and represent that they obtained all approvals, consents, licenses and authorizations required by federal, state and institutional laws, regulations and policies to submit the Information to Illumina for inclusion in the Database and to allow use by all registered Illumina iCom members for the Designated Purposes, you agree that Illumina can not guarantee that such approvals, consents, licenses and authorizations were obtained, nor accepts any responsibility for any unauthorized use or disclosure of any Information you download.

Although Illumina further requires each submitter, as a condition of submission to the Database, to grant each user of the Database permission to copy, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Information for the Designated Purposes as permitted under this Agreement, you agree that Illumina makes no representation and accepts no responsibility regarding such grant.

All Information that you download from the Database is your sole responsibility. As a condition of using the Database, you warrant that you will not use the Database or provide any Information for any purpose that is unlawful or prohibited by this Agreement, or applicable federal, state and institutional laws, regulations or policies. If you violate any of the terms and conditions of this Agreement, your privileges to use the Database are automatically revoked.

Illumina reserves the right to refuse or delete any Information you may provide, and to terminate a user's access to the Database at any time for any reason, without prior notice and at its sole discretion.

Designated Purposes

As a condition to your use of the Database, you agree that you are bound to use the Information contained in the Database solely for the following Designated Purposes:

1. The genotypic and phenotypic data can be used as part of an ongoing case-control study. A case control study is defined as an epidemiological study in which the risk factors of people with a certain disease (cases) are compared with those without the disease (controls). The user can use the data from the Database solely for the purpose of statistical data analysis in combination with the genotypic data from the cases. The term "controls" in this context means individuals that have certain phenotypic characteristics, ethnic information, age, or have a specific gender that might be matched with the information for the individuals used as cases. If any of the controls have a non-matching phenotype the user can

exclude or include these individuals based on his Database search query.

2. The control genotype data can be used for software algorithm development. These algorithms should only focus on one of the following:

a. Addressing challenges associated with the analysis of sets of genotypic data.

b. Detecting differences in allele frequency based on phenotypic data.

c. Development of advanced analysis tools for the genetic community.

You further agree that the following are prohibited uses of the Database and the Information contained therein:

1. Use of the Information, either alone or in conjunction with any other information in any effort to determine the individual identities of any of the subjects within the Database.

2. Use of the Information from the Database to discriminate against any race, gender or any listed phenotypic data.

3. Use the Information from the Database outside of the Designated Purposes.

4. Unauthorized distribution or sharing of data from the Database with other individuals.

5. Use of iCom login ID by an individual other than the individual corresponding to that iCom login ID.

Website Access

Access to the Database is restricted to registered Illumina iCom members. The Database and iCom are separate databases and are managed separately; iCom shares only login and password validation mechanisms with the Database. As such, you understand that your use of iCom is governed by a separate set of terms and conditions available for your review upon login to the iCom website.

You must login to the Database using your iCom login ID prior to submitting or downloading Information to or from the Database. You must agree to the terms and conditions of this Agreement prior to downloading Information from the Database. You may not use the Database using another's iCom login ID. You are responsible for maintaining the confidentiality of your iCom account information and you agree not to share or distribute your iCom login ID or allow another individual to use the Database under your iCom login ID. You further agree to accept responsibility for all activities that occur under your iCom account.

Applicable Law

This Database is controlled and operated by Illumina, Inc. from its offices within the United States of America (USA). All users are responsible for compliance with applicable local laws with respect to their use of the Database and the Information contained in the Database. Any and all actions, claims, disputes, or controversies relating to the use of the Database or any materials therein shall be governed by the internal substantive laws of the State of California, USA, without regard to its conflicts of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the state and federal courts of California, USA in such actions, claims, disputes, or controversies.

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Miscellaneous

a. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remainder of this Agreement will continue in full force and effect.

b. **Waiver.** The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement.

c. **Assignment.** This Agreement may not be transferred or assigned by you, but may be assigned by Illumina to any successor by way or merger, acquisition or sale of all or substantially all of its stock or assets relating to this Agreement or the business to which this Agreement relates.

d. **No Joint Venture or Agency.** Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. Neither party is authorized to act as an agent for the other party hereunder except as expressly stated in this Agreement.

e. **Entire Agreement.** This Agreement constitutes the entire Agreement between you and Illumina with respect to the use of the Data base.

f. **Publication.** If you use the data in a publication you agree to include a citation to the Illumina Genotype Control Database at www.Illumina.com and reference your search criteria.

Ability to Accept the Terms of this Agreement

You affirm that you are the individual associated with the iCom login ID under which you are accessing and using this Database, and that you are fully able and competent to enter into this Agreement on your behalf and on behalf of the organization you represent, if any, and to abide by and comply with this Agreement.

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