Illumina Genotyping Control Database Submission 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"). To protect the confidentiality and privacy of the individuals whose Information is submitted to the Database, you as a submitter of Information must accept and adhere to the terms and conditions of the Illumina Genotype Control Database Submission Agreement (this "Agreement") prior to submitting Information. Illumina further requires submission by you of documentation confirming that you 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 the submitter to legal liability.

Modification of this Agreement

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

User Submissions and Downloads/Database Content

By submitting Information to the Database you warrant and represent that you 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.

Although iCom members who agree to be bound to using the Information only for the Designated Purposes are able to download Information from the Database, you agree that Illumina accepts no responsibility for any unauthorized use or disclosure of any Information you provide.

All Information that you provide to 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 does not claim ownership of the Information you provide to the Database. However, by submitting Information to the Database you are granting Illumina permission to use the Information in connection with the operation of the Database including, without limitation, the rights to: copy, distribute, transmit, publicly display, edit, translate and reformat the Information for the Designated Purposes as permitted under this Agreement. You also are granting each user of the Database permission to copy, transmit, publicly display, edit, translate and reformat the Information for the Designated Purposes as permitted under this Agreement.

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.

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, downloading, or browsing Information in the Database. You must agree to the terms and conditions of this Agreement prior to submitting Information to 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.

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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.

Disclaimer

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Limitation of Liability

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Indemnification

You agree to defend, indemnify and hold harmless Illumina, its directors, officers, employees, agents, and successors from and against any liabilities, expenses or costs arising out of any claim, complaint, suit proceedings or cause of action (including but not limited to attorney's fees) relating to, or arising from: (i) your use of and access to the Database; (ii) your violation of any term or condition of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that Information you submitted was submitted without approval or consent or in violation of applicable laws, regulations or policies or otherwise caused damage to Illumina or a third party.

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.

Illumina, Inc. • 9885 Towne Centre Drive, San Diego, CA 92121 USA • 1.800.809.4566 toll-free • 1.858.202.4566 tel • techsupport@illumina.com • illumina.com

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