Terms of Service—Correlation Engine

TERMS OF SERVICE

PLEASE READ THE FOLLOWING LEGALLY BINDING TERMS CAREFULLY BEFORE USING OR ACCESSING THE SERVICES (AS DEFINED BELOW). THESE TERMS OF SERVICE WILL APPLY TO ANY QUOTATION, ORDER, ORDER ACKNOWLEDGEMENT, AND INVOICE REFERENCING THE SERVICES, AND ANY LICENCE OR DELIVERY OF THE SERVICES BY ILLUMINA. BY SELECTING THE ACCEPT OPTION, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND THE TERMS OF THE ILLUMINA CORPORATE PRIVACY POLICY.

ILLUMINA IS WILLING TO PROVIDE ACCESS TO CORRELATION ENGINE (“CE”) AND RELATED SERVICES (AS DEFINED BELOW), ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, THE SERVICE LEVEL AGREEMENT AVAILABLE AT https://docs.platform.illumina.com/SLA.pdf (THE “SLA”), AND THE DATA PROCESSING ADDENDUM AVAILABLE AT https://www.illumina.com/content/dam/illumina-marketing/documents/documentation/Illumina-Cloud-and-Tech-Support-DPA.pdf (THE “DPA”), EACH OF THE SLA AND DPA ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS OF SERVICE. YOU ENTER INTO THESE TERMS OF SERVICE (INCLUDING THE SLA AND DPA) BY (A) CLICKING A BOX INDICATING ACCEPTANCE WHEN IT IS PRESENTED TO YOU; (B) ACCESSING OR USING ANY PART OF THE SERVICES, AS DEFINED IN SECTION 1 BELOW; OR (C) PLACING AN ORDER FOR CE THAT REFERENCES AN ILLUMINA QUOTATION AND THAT IS ACCEPTED.

BY CHECKING THE CHECKBOX LABELED "I HAVE READ AND AGREE TO ILLUMINA’S TERMS OF SERVICE AND ILLUMINA CORPORATE PRIVACY POLICY", WHICH IS INCORPORATED INTO THESE TERMS OF SERVICE, AND CLICKING ON THE "SIGN IN" BUTTON DISPLAYED AS PART OF THE SIGN-IN PROCESS, OR BY USING THE ILLUMINA CORRELATION ENGINE AND THE ILLUMINA CORRELATION ENGINE FOR COVID-19 WEBSITE OR OTHER SERVICES MADE AVAILABLE THROUGH SUCH WEBSITE (COLLECTIVELY, "SERVICES"), YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "TERMS OF SERVICE") GOVERNING YOUR USE OF THE SERVICES. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICE, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. "ILLUMINA" MEANS ILLUMINA, INC. OR OTHER ILLUMINA AFFILIATE THROUGH WHICH YOU OBTAIN ACCESS TO THE SERVICE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MAY NOT SIGN UP FOR THE SERVICES AND MAY NOT USE THE SERVICES. THESE TERMS OF SERVICE ARE EFFECTIVE AS OF THE DATE YOU CLICK TO ACCEPT THE TERMS OF SERVICE ("EFFECTIVE DATE").

UNLESS SEPARATE TERMS OF USE ARE EXPRESSLY AGREED TO IN WRITING BETWEEN YOU AND ILLUMINA, THESE TERMS OF SERVICE WILL EXCLUSIVELY GOVERN YOUR USE OF AND ACCESS TO THE SERVICES.

1. USER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an Illumina account ("Account"), you must complete the Account registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a login name. You are entirely responsible for maintaining the confidentiality of your password and Account. Furthermore, you are entirely responsible for any and all activities that occur under your Account. You agree to notify Illumina immediately of any unauthorized use of your Account or of any other breach of security that you become aware of. Illumina will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. However, you could be held liable for losses incurred by Illumina or another party due to someone else using your Account or password. You may not use anyone else’s Account at any time without the permission of the Account holder and you may not permit any party to access and/or use the Services with your login name and password. Illumina reserves the right to change or update your login name and password in Illumina’s sole discretion from time to time. Illumina also reserves the right to terminate any Account login name or password.

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B. Correlation Engine for COVID-19. In an effort to combat the global COVID-19 pandemic, Illumina is providing limited, no-cost access to the Services to researchers engaged in studying SARS-CoV-2 or COVID-19, subject to these Terms of Service. Subject to these Terms of Service, during the COVID-19 Term, Illumina grants you a personal, revocable, non-exclusive, non-sublicensable, limited license to (i) access and use the Service as provided herein solely for your Research Use related to the SARS-CoV-2 and COVID-19 pandemic, and not for any other purposes.

3. TERM
   a. Subscription Term. The license to the Service in Section 2(A) will commence upon the Effective Date and will continue for the period set forth in the applicable quotation or invoice for your access to the Service (the “Subscription Term”). You agree that if you do not purchase additional use of the Service following the expiration of the Term, Illumina may suspend or terminate the Service upon the expiration of the Term. The Term may be extended for additional periods upon written agreement of you and Illumina and payment of applicable fees.
   b. COVID-19 Term. The license to the Service in Section 2(B) will commence upon the Effective Date and will continue effect until the six-month anniversary of such date (the “COVID-19 Term”), unless earlier terminated in accordance with this Section.
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   e. Effect of Termination. Upon termination in accordance with these Terms of Service: (i) the Term and all other rights and licenses granted by Illumina to you under these Terms of Service will cease immediately, and (ii) upon written request, Illumina will promptly return or destroy all of your Submissions within its possession or control, to the extent you are unable to delete such Submissions from within the Service; provided, however, that Illumina shall not be obligated to return or destroy such Submissions that are stored on automated backup systems until the same would be destroyed according to such system’s normal document retention schedule or such Submissions that must be retained for compliance with applicable laws, rules or regulations; provided further that all Submissions so retained shall be subject to the provisions of Section 21 until the same is returned or destroyed. Notwithstanding the foregoing, you acknowledge that the Service contains features which enable you to delete your Submissions and other confidential information from within the Service and it is your responsibility to delete such Submissions and information prior to termination. Any provision which expressly states it shall survive termination or which should by its very nature survive shall survive termination of these Terms of Service.

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import features, communication forums and tools, personalization features, and product information. Many of the Illumina
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Susan E. Farley, Esq.
Heslin Rothenberg Farley & Mesiti P.C.
E-mail: susan.farley@hrfmlaw.com
5 Columbia Circle
Albany, New York 12203
Tel: 518-452-5600
Fax: 518-452-5579

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This Terms of Service was last revised on June 13, 2023.