

# CACHE Terms of Participation and Use

## 1. Introduction

The mission of CACHE – ‘Critical Assessment of Computation Hit Finding Experiments’ (“**CACHE**”) is to accelerate the development of computational approaches to small molecule hit-finding while enriching the public domain with useful knowledge about human proteins of potential biological and therapeutic interest. CACHE aims to do this (1) by offering a series of benchmarking challenges (“**CACHE Challenges**” or “**Challenges**”) against selected protein targets through which CACHE will experimentally validate and score binding predictions generated by participants’ computational algorithms from among virtual compound libraries assembled by CACHE and (2) by publicly disclosing predicted binders and successful hit compounds, along with associated experimental data, which all participants agree will be made openly available to the research community without restrictions on use in order to catalyze research in new areas of human disease biology and drug discovery.

## 2. Your Acceptance

2.1 By applying to, making submissions to, or otherwise participating in one or more CACHE Challenges, including without limitation in hard copy or electronic form, or via webpages, workflow platforms, web-based applications, or data hosting services associated with CACHE or its individual Challenges (together, the “**Challenge Websites**”), you signify your agreement to the following terms and conditions (the “**Terms**”) applicable to CACHE Applicants and Participants.

2.2 By Using any Challenge IP (defined below) that has been made publicly available hereunder, including without limitation via the Challenge Websites or otherwise, you signify your agreement to the following Terms applicable to Users of Challenge IP.

2.3 If you Use any Challenge IP, or apply to, make submissions to, or otherwise participate in one or more CACHE Challenges, on behalf of another person or entity, including your employer organization, you represent and warrant that you have (or have been given) the authority to bind the person or entity to these Terms, and your acceptance of these Terms will be deemed an acceptance by that person or entity, and any references to “you”, “User”, “Applicant”, or “Participant” herein shall also refer to that person or entity.

2.4 CACHE may modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions. Although CACHE may attempt to notify you when major changes are made to these Terms, you should periodically review the most up-to-date version at [cache-challenge.org/CACHE\\_Terms\\_of\\_Participation.pdf](http://cache-challenge.org/CACHE_Terms_of_Participation.pdf), or wherever it is posted on the Challenge Websites.

## 3. Definitions

Words in these Terms with initial letters capitalized, whether used in the singular or the plural, shall have the meaning set forth below or, if not listed below, the meaning designated in places throughout the Terms:

3.1 “**Applicant**” means a person or entity who submits an Application to a CACHE Challenge.

3.2 “**Application**” means a written application, whether in hard copy or electronic form or otherwise submitted via the Challenge Websites, to participate in a CACHE Challenge, such written

application to contain Identifying Information of the Applicant, a Computational Approach Description for the Applicant's hit-finding algorithm, and such other information as may be required by CACHE in connection with the specific CACHE Challenge.

3.3 “**Assay Data**” means all data (including both positive and negative data) and Databases arising from CACHE's experimental testing of Challenge Compounds, including without limitation summary and primary data on protein binding affinity (e.g., via surface plasmon resonance spectroscopy and/or such other orthogonal techniques as may be appropriate in the circumstances, such as isothermal calorimetry), as well as on other characteristics as may be relevant (as determined by CACHE in its discretion) to the particular CACHE Challenge, for example selectivity, solubility, lipophilicity, etc.

3.4 “**Background IP**” means Intellectual Property that was conceived, created, derived, developed, identified, or first reduced to practice prior to, or independent of, an Applicant's or Participant's participation in a CACHE Challenge, including without limitation an Applicant's or Participant's Software Code and Reproducible Workflows, but excluding Challenge IP.

3.5 “**Challenge Compound**” means any chemical compound submitted by a Participant in its Submission to a CACHE Challenge, selected from among the relevant Challenge's specified Virtual Compound Library(ies) as a computationally predicted binder of one or more Challenge Targets.

3.6 “**Challenge IP**” means all Intellectual Property conceived, created, derived, developed, identified, or first reduced to practice in connection with a CACHE Challenge or otherwise submitted to CACHE in connection with a Participant's CACHE Challenge Application or Submission, including without limitation Intellectual Property pertaining to Computational Approach Descriptions, Challenge Compounds (including, for clarity, with respect to structures, structure-activity relationship profiles, synthetic pathways, predicted and actual biophysical and biochemical properties, and predicted and actual chemical, biochemical, and biological activities), Assay Data, and Scores, but specifically excluding Identifying Information of Applicants and Participants, Software Code, and Reproducible Workflows.

3.7 “**Challenge Target**” means a target protein of a CACHE Challenge, selected by CACHE based on relevant technical criteria, potential biological interest, and/or such other attributes as CACHE may determine in its discretion, against which computational binding predictions for Challenge Compounds will be made by Participants, and experimentally validated by CACHE, in connection with the applicable CACHE Challenge.

3.8 “**Computational Approach Description**” means a summary written description of an Applicant's computational methodology with sufficient detail (as determined by CACHE in its discretion) to inform a person of ordinary skill in the relevant field of the Participant's high-level computational binding prediction strategy.

3.9 “**Content**” means literary, artistic and other works, and compilations thereof, subject to protection by Copyright and Similar Rights in any jurisdiction (including data and Databases where and to the extent applicable).

3.10 “**Contribution**” means the non-financial contribution (including, without limitation, any Background IP, Challenge IP, human resources, facilities, and equipment) made by an Applicant or Participant in connection with its participation in a CACHE Challenge.

3.11 “**Copyright and Similar Rights**” means copyright and similar rights closely related to copyright, including without limitation performance, broadcast, sound recording, and Sui Generis Database Rights, without regarding to how the rights are labeled or categorized.

3.12 “**Database**” means a collection of Content and/or other information, data, or facts arranged in a systematic or methodical way and individually accessible by electronic or other means.

3.13 “**Derivatives**” means Content that is derived from our based upon Challenge IP, in whole or in part, including without limitation compilations, Databases, translations, adaptations, arrangements, transformations, modifications, and other alterations that require permission under Copyright and Similar Rights held by the owner(s) of the applicable Challenge IP.

3.14 “**Embargo Period**” means any grace period between disclosure by CACHE of Challenge IP to the relevant Participant and public release by CACHE of that Challenge IP, as may be specified by CACHE for a particular Challenge.

3.15 “**Identifying Information**” means the identity, qualifications, and requested contact details for a CACHE Challenge Applicant or Participant.

3.16 “**Intellectual Property**” means any information, Content, data (whether or not subject to Copyright and Similar Rights), Databases, techniques, discoveries, inventions (whether or not patentable), formulae, formulations, concepts, methodologies, models, procedures, results, specifications, know-how, show-how, software, technologies, and material.

3.17 “**Intellectual Property Rights**” means all industrial and intellectual property rights including patents, utility models, other rights in inventions, registered designs, rights in designs, trademarks, Copyright and Similar Rights, moral rights, trade secrets, and rights in confidential information and know-how (all whether registered or unregistered and including any renewals, extensions, continuations, and divisionals thereof) and all rights or forms of protection having equivalent or similar effect to any of these which may subsist anywhere in the world, and applications for registrations of any of the foregoing.

3.18 “**Participant**” means an Applicant whose Application to participate in a CACHE Challenge has been formally accepted by CACHE and who makes a Submission to the applicable CACHE Challenge.

3.19 “**Reproducible Workflow**” means a well-defined succession of computational steps available from well-defined pieces of software and conducted with well-defined parameters.

3.20 “**Score**” means the score assigned by CACHE to a Challenge Compound in light of the Assay Data generated therefor and such other characteristics as CACHE may determine (in its discretion) and specify for a particular CACHE Challenge, including for example but without limitation biophysical and biochemical properties, ease or difficulty of synthesis, presence or absence of undesirable functional groups, etc.

3.21 “**Share**” or “**Sharing**” means to provide to the public by any means or process that requires permission, including under Copyright and Related Rights, such as reproduction, public display, publication, public performance, distribution, dissemination, communication, or importation, and to make available to the public including in ways that members of the public may gain access from a place and at a time individually chosen by them.

3.22 “**Software Code**” means the source code, object code, and related documentation underlying the software application(s) utilized or proposed to be utilized by an Applicant or Participant to select Challenge Compounds predicted to bind applicable Challenge Target(s) from among the compounds in the Virtual Compound Library(ies) specified by CACHE for a particular Challenge.

3.23 “**Submission**” means the submission to CACHE, in such form(s) acceptable to CACHE, made by an Applicant whose Application to a particular CACHE Challenge has been formally accepted by CACHE, such submission to include without limitation the Challenge Compounds predicted by the Applicant to bind the applicable Challenge Target(s) and such other information, materials, or Intellectual Property as CACHE may require for the particular Challenge, in its discretion.

3.24 “**Sui Generis Database Rights**” means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and the Council of 11 March 1996 on the legal protection of Databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world.

3.25 “**Virtual Compound Library**” means an enumerated set or other Database of synthetically feasible chemical compound structures and all subsets thereof.

3.26 “**Use**” or “**Using**” means to do all such acts with Intellectual Property as may be reserved to the owner(s) of Intellectual Property Rights therein under applicable laws, including without limitation: (i) in the case of Copyright and Similar Rights, to reproduce, extract, reuse, and Share the Intellectual Property, in whole or in part, and to produce, reproduce and Share Derivatives thereof; and (ii) in the case of inventions, to make, have made, use, sell, offer for sale, and import the Intellectual Property.

3.27 “**User**” means anyone, including an Applicant, Participant, or third party, as applicable, who accesses (via the Challenge Websites or otherwise), Uses, or Shares any Challenge IP made available pursuant to these Terms, whose rights have not been terminated pursuant to Section 8.1.

#### **4. CACHE Challenge Process**

4.1 Challenge Applications. CACHE may from time to time, via a Challenge Website or otherwise, initiate a Challenge inviting Applications from persons or entities wishing to test their computational approaches to small molecule hit finding through experimental validation of their algorithms’ binding predictions. Each CACHE Challenge will specify, and where appropriate provide selected information regarding, one or more Challenge Targets against which binding predictions are to be made from among chemical compounds within one or more Virtual Compound Libraries specified by CACHE. CACHE will review each Application and, in so doing, may share the Computational Approach Description contained in the Application with third parties (in reasonably anonymized form) for peer review and assessment. CACHE has no obligation to accept any particular Application but, resources permitting, will strive to accept all Applications with viable Computational Approach Descriptions and appropriate Applicant qualifications, as determined by CACHE in its discretion. Applicants whose Applications are accepted by CACHE will be invited to be Participants in the applicable CACHE Challenge.

4.2 Challenge Submissions. Each Applicant invited to be a Participant may make a full Submission to CACHE for evaluation in connection with the applicable CACHE Challenge. In such Submission, the Participant may identify up to a predefined number of Challenge Compounds for procurement, experimental testing, and evaluation by CACHE, such predefined number to be specified by CACHE for each Challenge. CACHE may charge each Participant a fee for CACHE to procure, test, and evaluate up to the predefined number of Challenge Compounds for the applicable Challenge. CACHE may

also offer Participants the opportunity to identify additional Challenge Compounds in their Submissions to a particular CACHE Challenge, subject to the payment of additional fees, for example on a per-compound basis. CACHE may also offer fee waivers, discounts, subsidies, or rebates to Participants who establish that their Software Code and/or Reproducible Workflows have been made publicly available as specified in Section 4.5 below. Applicable fees and available fee waivers, discounts, subsidies, or rebates will be specified by CACHE for each Challenge. Each Participant agrees to notify CACHE about any known hazardous properties of the Challenge Compounds in the Participant's Submission, including without limitation any known adverse effects, mutagenicity, teratogenicity, carcinogenicity, flammability, corrosivity, or difficulties in handling the Challenge Compounds.

4.3 Evaluation and Scoring. Subject to the payment of applicable fees, CACHE will make reasonable best efforts to procure Challenge Compounds submitted by Participants and to perform, or have performed, on such Challenge Compounds assays of binding affinity and/or such other properties as may be specified for the particular CACHE Challenge. Certain top-performing Challenge Compounds in initial assays may be selected by CACHE for further experimental testing, including for example, but without limitation, at different concentrations, via orthogonal assay techniques, or for other compound properties. Based on the resulting Assay Data and such other characteristics as CACHE may determine in its discretion, CACHE will assign a Score to each Challenge Compound that is procured and experimentally tested.

4.4 Disclosure of Challenge IP. CACHE will disclose to each Participant the assay methodology(ies), Assay Data, and Score for that Participant's Challenge Compounds within a reasonable period of time (to be set in CACHE's discretion) after determining the Scores therefor. Subject to the prior expiry of any applicable Embargo Period(s) specified by CACHE for certain Challenge IP in a particular CACHE Challenge (during which CACHE will treat the applicable Challenge IP as confidential in accordance with Section 4.7), CACHE may at any time publicly disclose, Share, or otherwise publicly disseminate, including without limitation via Challenge Websites, any and all Challenge IP (including for clarity, but without limitation, the structures of and any associated information regarding Participants' submitted Challenge Compounds, the associated Assay Data and Scores for each, as well as the composition of the Virtual Library(ies) from which the Challenge Compounds were selected), which all Participants agree is to be made openly available as a public domain resource, including in machine-readable format where applicable.

4.5 Software Code and Reproducible Workflows. Participants are encouraged (where aligned with their missions and as appropriate in the circumstances), though not required, to make publicly available the Software Code and Reproducible Workflows utilized by them to make hit finding predictions in connection with a CACHE Challenge, for use under terms reasonably analogous to a Creative Commons – Attribution 4.0 International (CC BY 4.0) license. Participants may, but are not required to, include applicable Software Code and/or Reproducible Workflows in their Submissions to CACHE for evaluation, but CACHE will only Share or otherwise publicly disseminate any such Software Code and/or Reproducible Workflows if authorized by the submitting Participant, for example in the Participant's Submission or otherwise in writing. CACHE will otherwise treat such Software Code and Reproducible Workflows as confidential in accordance with Section 4.7.

4.6 Identifying Information. CACHE will treat Identifying Information of Applicants and Participants as confidential in accordance with Section 4.7, except in the following circumstances: (i) where the Applicant or Participant has provided consent to public disclosure of its Identifying Information in its Application or Submission or (ii) where one or more of a Participant's Challenge Compounds receives a Score above a threshold specified for top-performing Challenge Compounds in the particular CACHE Challenge, in which case the Participant's Identifying Information may be publicly disclosed by CACHE

along with the structure(s) of and other associated information regarding the Participant's top-performing Challenge Compound(s).

4.7 Confidentiality Obligations. CACHE agrees to maintain as confidential the specific information, materials, and other Intellectual Property identified as confidential in Sections 4.4 to 4.6 (the "**Confidential Information**") for the period specified in the applicable Section or, if unspecified, for a period of seven (7) years from the date CACHE receives the Confidential Information. For clarity, Confidential Information shall not include anything that: (i) is or becomes part of the public domain other than as a result of disclosure by CACHE or other than as a result of a third party's breach of any confidentiality obligation in respect thereof; (ii) becomes available to CACHE on a non-confidential basis from a source other than the Applicant or Participant, provided that source is not bound with respect to that information by a confidentiality agreement or is not otherwise prohibited from transmitting that information by a contractual, legal or other obligation; (iii) was in CACHE's possession prior to its disclosure to CACHE under these Terms; or (iv) has been independently developed by CACHE. CACHE may disclose the Confidential Information to its officers, employees, service providers, advisors, agents, affiliates, and such other persons or entities as CACHE determines appropriate in the circumstances, under confidentiality terms consistent with this Section. CACHE will use a reasonable degree of care to prevent disclosure of the Confidential Information to third parties not under a duty of confidentiality with respect thereto. Nothing herein shall prevent disclosure by CACHE of Confidential Information (i) in response to a request from a governmental, regulatory, or self-regulatory body or (ii) as otherwise required by law, regulation, or court order, provided that CACHE shall first give notice to the relevant Applicant or Participant so that the Applicant or Participant may seek a protective order or other appropriate remedy at its own expense.

4.8 Contributions to be In-Kind. Applicants and Participants agree that their Contributions to CACHE Challenges are made on a voluntary in-kind basis and are to be supported by their own sources of funding, unless otherwise specified for a particular CACHE Challenge. CACHE shall not be required to provide any funding or financial benefit to, or financial compensation for, Applicants' or Participants' Contributions through these Terms, except to the extent CACHE has specifically agreed to provide a fee waiver, discount, subsidy, or rebate to a Participant in accordance with Section 4.2.

## 5. Intellectual Property Rights

5.1 Background IP. These Terms do not affect the ownership of any Background IP, which shall remain the property of the party that uses or otherwise provides it as a Contribution in connection with a CACHE Challenge. CACHE and all Applicants and Participants grant to each other a worldwide, royalty-free, fully-paid up, non-exclusive license to utilize any applicable Background IP solely for the purpose of making Contributions to or otherwise participating in or carrying out a CACHE Challenge hereunder. No other license to utilize any Background IP is granted or implied by these Terms.

5.2 Disclaimer of Rights in Challenge IP. CACHE and all Applicants and Participants acknowledge and agree that the Challenge IP is to be made freely available in the public domain for use and practice, without restriction, for any purpose. For the express purpose of ensuring that the Challenge IP is freely available in the public domain for use, without restriction, for any purpose, CACHE and all Applicants and Participants hereby disclaim, agree to disclaim, and agree to cause any employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP to disclaim, any ownership or other right, title, or interest in the Challenge IP. CACHE and all Applicants and Participants further agree that they will not transfer or assign, and will cause any employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP to not transfer or assign, any ownership or other right,

title, or interest in any Challenge IP to any third party unless such third party assumes the obligations herein of the transferring party with respect to the Challenge IP.

5.3 No Registration of Intellectual Property Rights in Challenge IP. In furtherance of the disclaimers in Section 5.2, CACHE and all Applicants and Participants agree, and agree to cause each employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP, not to file applications for, or otherwise seek to obtain, any patents or other registered Intellectual Property Rights in respect of the Challenge IP. To the extent reasonable in the circumstances, CACHE and all Applicants and Participants agree, and agree to cause each employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP, to withdraw, abandon, revoke, narrow, disclaim, or otherwise cease prosecuting or maintaining any pre-existing applications for or registrations of Intellectual Property Rights, to the extent necessary in the circumstances to ensure that such applications or registrations do not claim or otherwise cover any Challenge IP.

5.4 License Grant for Challenge IP. With respect to any Intellectual Property Rights in Challenge IP for which the disclaimers in Section 5.2 are judged legally invalid or unenforceable under applicable laws for any reason and further with respect to any Intellectual Property Rights in Challenge IP that (i) vest automatically without the need to file applications therefor (for example, but without limitation, Copyright and Similar Rights), or (ii) are filed or obtained notwithstanding Section 5.3 above, CACHE and all Applicants and Participants hereby grant, and agree to cause each employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in connection with preparation of any Challenge IP that has not otherwise assigned such Intellectual Property Rights to them to grant, to each other and to all other Users a worldwide, royalty-free, fully paid-up, sub-licensable, non-exclusive, irrevocable license under such Intellectual Property Rights to Use the Challenge IP for any purpose, for as long as the applicable Intellectual Property Rights are in force.

5.5 Non-Assertion Covenant. Should any part of the license grant in Section 5.4 be judged legally invalid or unenforceable under applicable laws for any reason, such partial invalidity shall not invalidate the remainder of the license, and in such case CACHE and all Applicants and Participants hereby affirm that they will not (i) exercise any of their remaining Intellectual Property Rights in the applicable Challenge IP, or (ii) assert any associated claims or causes of action with respect to the Challenge IP.

5.6 Third Party Intellectual Property Rights. Each Applicant and Participant agrees not submit to CACHE any Intellectual Property in an Application or Submission that such Applicant or Participant knows, or ought to know, to be subject to third-party Intellectual Property Rights, unless such Applicant or Participant has obtained the necessary licenses, rights, consents, or permissions for such Intellectual Property to become subject to these Terms.

5.7 New Third Party Users. Every new User of publicly available Challenge IP automatically receives an offer to become a party to these Terms and to exercise the rights granted to Users hereunder, subject to the conditions and obligations of Users specified herein. For purposes of the foregoing, CACHE and all Applicants, Participants, and existing Users of Challenge IP agree to notify third parties of these Terms when they Share or otherwise provide Challenge IP to them. To the extent such Users are deemed not to have become parties to these Terms, such Users of Challenge IP are specifically intended as third-party beneficiaries entitled to the rights and benefits of Sections 5.2 to 5.5 and may enforce those Sections, and all other Sections in these Terms necessary to give full effect thereto, as if the Users were parties hereto, subject to compliance with all conditions and obligations of Users specified herein, including without limitation in Section 6.

## 6. Conditions to Use and Sharing of Challenge IP

All permitted Use and Sharing of Challenge IP by Users (whether by parties to these Terms or third party beneficiaries hereof), including any exercise of license rights granted in Section 5.4 and any right to enforce the disclaimers, agreements, and non-assertion covenants regarding Intellectual Property Rights contained in Sections 5.2, 5.3, and 5.5, is contingent upon and subject to the agreements, conditions, disclaimers, limitations, indemnities, and other obligations in this Section 6.

6.1 Attribution and Acknowledgement. Users that Share any Challenge IP or Derivatives thereof agree (i) to identify and properly attribute (according to standards applicable to the relevant medium or context) all of the creators of the Challenge IP, unless requested otherwise by CACHE or such creators, and (ii) to acknowledge CACHE, indicate that the applicable Challenge IP is made available under these Terms, and include a URI or hyperlink to these Terms.

6.2 Defensive Suspension. The disclaimers, agreements, licenses, and non-assertion covenants granted above in Sections 5.2 to 5.5 by a party regarding Intellectual Property Rights in Challenge IP shall automatically be suspended with respect to any Users, or any persons or entities affiliated with such Users, that threaten or initiate a suit or legal proceeding alleging the infringement of any Intellectual Property Right against the party or its affiliates.

6.3 No Intellectual Property Claims Covering Challenge IP of Others. Users agree not to file or seek to file any applications for patents or other Intellectual Property Rights (i) attempting to directly claim or otherwise cover Challenge IP created by others, or (ii) in respect of inventions or Derivatives Users may make in connection with their Use of Challenge IP, where such patents or other Intellectual Property Rights, if registered, would contain claims that encompass the right to enjoin the future Use or Sharing of the Challenge IP itself by other Users. With respect to any Intellectual Property Rights in the foregoing that (i) vest automatically without the need to file applications therefor (for example, but without limitation, Copyright and Similar Rights), or (ii) are filed or obtained by a User in contravention of this Section, such User agrees not to enforce such Intellectual Property Rights against any other Users to enjoin the Use or Sharing of Challenge IP and hereby grants to all other Users an unlimited, worldwide, royalty-free, fully paid-up, sub-licensable, non-exclusive, irrevocable license under such Intellectual Property Rights to the fullest extent necessary for the other Users to Use and Share the Challenge IP for as long as any such Intellectual Property Rights are in force. For clarity and without limiting the foregoing, patent claims to synthetic pathways for, synthetic intermediates of, uses for, compositions containing, and composition of matter encompassing the structures of Challenge Compounds are covered by the foregoing prohibitions and licenses, whereas patent claims that are limited to new compounds, including structural modifications of Challenge Compounds, are not covered thereby.

6.4 No Warranties with Respect to Challenge IP. No warranties are provided by CACHE or any Applicants or Participants with respect to any Challenge IP, and any use thereof is at a User's own risk. The Challenge IP, including any license granted to Users therein, is provided "AS IS", without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party Intellectual Property Rights, absence of defects, absence of hazardous properties, accuracy, or the presence or absence of errors. Without limiting the foregoing, all Users acknowledge that (i) Challenge IP may reference chemical compounds (including Challenge Compounds) or other material with biological or chemical properties that are unsafe, unpredictable, or unknown, and (ii) the absence of any specific warning or disclaimer with respect thereto does not mean that such compounds or other material may not have biological or chemical properties that are unsafe for human or other use. Users agree that they are fully responsible for their own compliance with any and all laws, regulations, rules, and standards applicable to research, experimentation, or other Use of Challenge IP.



6.5 Limitation of Liability and Indemnities regarding Use of Challenge IP. CACHE, Applicants, and Participants do not endorse any Challenge IP for any particular Use, and CACHE, Applicants, and Participants expressly disclaim any and all liability in connection with Challenge IP that Users may access, receive, Use, or Share. Without limiting the foregoing, Users acknowledge and agree that it is their responsibility to obtain any and all third-party rights that may be necessary for them to use any Challenge IP other than the rights authorized hereunder, and CACHE, Applicants, and Participants expressly disclaim all responsibility for any such unauthorized use by Users. To the fullest extent permitted by law, in no event shall CACHE, any Applicant or Participant, or any of their directors, officers, employees, representatives, or agents be liable for damages, losses, or claims of any kind, including direct, incidental, indirect, special, punitive, or consequential damages, arising out of or in connection with a User's Use or Sharing of any Challenge IP ("**Challenge IP Damages**"), including without limitation loss of life, physical injury, property damage, loss of data, loss of income or profit, infringement of third-party rights, or any other damages, losses, or claims, even if advised of the possibility of such damages, losses, or claims. Users agree to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against CACHE, Applicants, Participants, or any of their directors, officers, employees, representatives, or agents, with respect to any Challenge IP Damages. Users further agree to indemnify and hold harmless CACHE, Applicants, Participants, and their respective directors, officers, employees, representatives, and agents to the fullest extent permitted by law regarding all matters related to Users' Use and Sharing of Challenge IP, including without limitation (i) any third party claims for, or legal actions seeking, Challenge IP Damages, (ii) any other claims or legal actions stemming from any failure by Users to comply with any applicable laws, regulations, rules, or standards in their Use or Sharing of any Challenge IP, and (ii) any third-party infringement claims stemming from Users' Use or Sharing of any Challenge IP.

## 7. **Publication**

7.1 Articles. Participants acknowledge that the overall results of each CACHE Challenge are intended to be published jointly by CACHE and the Participants in such Challenge by submitting draft manuscripts for preprint publication at appropriate milestones and final manuscripts for peer-reviewed open access journal publication ("**Joint Articles**"). For this purpose, a hyperlink to an editable draft Joint Article may be posted on the applicable Challenge Website or elsewhere as CACHE may specify. Participants may contribute as much or as little to a Joint Article as they wish. All Participants hereby agree, and agree to cause any employee or other third party (e.g., consultants, subcontractors, collaborators) engaged by them in the preparation of any Joint Articles to agree, that all Copyright and Related Rights in all such Joint Articles will be openly licensed pursuant to a Creative Commons – Attribution 4.0 International (CC BY 4.0) license or otherwise pursuant to the open license terms of the applicable pre-print repository or open access journal. For clarity, Participants (and their employees, consultants, subcontractors, and collaborators, as applicable) shall also be entitled to publish articles or reference or present results of CACHE Challenges individually, including by referencing or presenting Challenge IP (including Challenge IP created by CACHE or other Participants), for example at conferences or in grant applications, in accordance with the terms and conditions of Sections 5 and 6. In all circumstances, authorship shall be determined and credited in accordance with applicable guidelines in the relevant field, and the rules in Section 6.1 for attribution and acknowledgement shall also be followed.

## 8. **Other Terms and Conditions**

8.1 Term, Termination, and Survival. These Terms apply for the term of all Intellectual Property Rights licensed hereunder or until the CACHE Challenge program ceases to operate in any form, whichever is later. However, if an Applicant, Participant, or User commits a material breach of these Terms, such Applicant's, Participant's, or User's rights hereunder terminate automatically. In such event, the Applicant's, Participant's, or User's rights may be reinstated only upon express written consent of CACHE.

Termination of an Applicant's, Participant's, or User's rights hereunder does not affect any right of CACHE or others to seek remedies for violations of these Terms. Sections 1, 4.7, 5, 6, and 8 expressly survive any termination of these Terms.

8.2 Limitation of Liability and Indemnities regarding Participation in CACHE Challenges. CACHE expressly disclaims any and all liability in connection with Applicants' and Participants' participation in and Contributions to CACHE Challenges and use of any Challenge Websites. To the fullest extent permitted by law, in no event shall CACHE, or any of its directors, officers, employees, representatives, or agents be liable for damages, losses, or claims of any kind, including direct, incidental, indirect, special, punitive, or consequential damages, arising out of or in connection with Applicants' or Participants' participation or Contributions to CACHE Challenges or use of any Challenge Websites ("**Participation Damages**"), including without limitation loss of life, physical injury, property damage, loss of data, loss of income or profit, infringement of third-party rights, or any other damages, losses, or claims, even if CACHE has been advised of the possibility of such damages, losses, or claims. Applicants and Participants agree to waive, and hereby do waive, any legal or equitable rights or remedies they have or may have against CACHE, or any of its directors, officers, employees, representatives, or agents, with respect to the foregoing. Applicants and Participants further agree to indemnify and hold harmless CACHE, and its directors, officers, employees, representatives, and agents to the fullest extent permitted by law regarding all matters related to such Applicants' and Participants' participation or Contributions to CACHE and use of the Challenge Websites, including without limitation (i) any third party claims for, or legal actions, seeking Participation Damages, (ii) any other claims or legal actions stemming from any failure by Applicants or Participants to comply with any applicable laws, regulations, rules, or standards when participating or making Contributions to CACHE Challenges or using Challenge Websites, and (ii) any third-party infringement claims stemming from the provision by Applicants or Participants of any Challenge IP in their respective Applications or Submissions.

8.3 Personal Information. Applicants and Participants consent, and agree to cause their relevant employees, consultants, subcontractors, and collaborators to consent, to the collection, processing, and storage by CACHE of any personal information provided or submitted to CACHE in Applications and Submissions. Applicants and Participants agree to comply with all applicable laws and regulations with respect to their own collection, processing, and storage of any personal information that they provide or submit to CACHE. Without limiting the foregoing, each Applicant and Participant agrees not include in its Application or Submission to CACHE any information in breach of EU Data Protection Directive 95/46/EC and the General Data Protection Regulation (EU) 2016/679 or of comparable laws and regulations in other jurisdictions.

8.4 Power. Applicants, Participants, and Users represent and warrant that they have full power and authority, and have taken all necessary actions and obtained all authorizations, licenses, consents and approvals, to allow them to enter into these Terms.

8.5 Relationship. Nothing in these Terms shall be construed to make one party an agent, employee, partner, joint venturer, or legal representative of the other party for any purpose or to give either party the power or authority to act for, bind, or commit the other party.

8.6 Further Assurances. Each Applicant, Participant, and User agrees to do and perform all such further acts and things and to execute and deliver such other agreements, certificates, instruments, and documents requested by CACHE that are reasonably necessary in order (i) to carry out the intent and accomplish the purposes of these Terms and (ii) to evidence, perfect, or otherwise confirm another party's rights hereunder.

8.7 Assignment. Unless to the extent expressly stated otherwise herein, no Applicant, Participant, or User may assign any right or obligation under these Terms without CACHE's prior written consent. CACHE may assign its rights and obligations under these Terms at any time. The provisions of these Terms will be binding upon and inure to the benefit of the parties and their respective successors and assigns permitted hereby.

8.8 Event of Conflict. In the event of any conflict between these Terms and any other terms found on the Challenge Websites or elsewhere relating to the CACHE Challenges program, these Terms shall prevail.

8.9 Entire Agreement. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any prior oral or written agreements or communications between the parties regarding said subject matter. These Terms may only be amended by CACHE in accordance with Section 2.4.

8.10 Severability. To the extent possible, if any provision of these Terms is deemed invalid, illegal, or unenforceable, it shall be automatically reformed to the minimum extent necessary to make it valid, legal, and enforceable. If the provision cannot be reformed, it shall be severed from these Terms without affecting the validity, construction, or enforceability of any remaining provision.

8.11 Governing Law. The interpretation, validity, and effect of these Terms shall be governed by and construed in accordance with English law, notwithstanding any conflict of laws provisions or any party's domicile, residence, or physical location. For the purpose of all legal proceedings, these Terms shall be deemed to have been performed in England and the courts of England shall have exclusive jurisdiction to entertain any action arising under or relating to these Terms. The parties agree to attorn and submit to the exclusive jurisdiction of the courts of England.

8.12 Notices. All parties agree that CACHE may give all notices it is required to give by posting on the Websites or, if CACHE has the party's email address, by sending notice by email, at its discretion. All parties agree to check for notices on the Websites. Every notice that an Applicant, Participant, or User is required or permitted to give to CACHE shall be in writing and made to cache@thesgc.org.