



Project Creation Form

Version 0.2 - September 4th, 2017

ACCEPTANCE AND SIGNATURE (Declarant)

By my signature below, I acknowledge and agree that my access to OICR-managed systems and networks is covered by, and subject to, the Terms and Conditions attached as Appendix 1 to this form. Further, I acknowledge and accept that any violation by me of These Terms and Conditions may subject me to civil and/or criminal actions and that OICR retains the right, at its sole discretion, to terminate, cancel or suspend my access rights to the OICR systems at any time, without notice. I also acknowledge that Services provided by OICR are “best-effort” and therefore the OICR does not provide any sort of warranty in terms of availability of resources or data.

First name, Last name:

Email:

Signature:

Date (DD / MM / YYYY) :

Please return the signed form by email to help@cancerlaboratory.org

APPENDIX I

Terms and Conditions

Last Updated: December 8, 2015

The Cancer Genome Collaboratory is an academic compute cloud designed for cancer genome analysis and maintained by the Ontario Institute for Cancer Research (OICR). Please read these Terms and Conditions carefully before using these Services.

1. Terms and Conditions of Use of Services

OICR provides these infrastructure and software (the "**Services**") to you subject to your agreement to and compliance with the terms and conditions of use set forth below (the "**Terms and Conditions**"). By using these Services, including without limitation, accessing, using, storing, downloading and/or sending information, data, text, video, software or images, or other content to or from the Services, you agree on your own behalf, and on behalf of any entity on whose behalf you may act, to accept and abide by the Terms and Conditions for each use of these Services. If you do not agree to abide by these Terms and Conditions, please do not use these Services.

OICR has the right, in its sole discretion, to add to, remove, modify or otherwise change the Terms and Conditions, in whole or in part, at any time. Please check the Terms and Conditions frequently by checking the date of "**Last Updated**" at the top of this document to see if there have been any changes that may affect your decision on whether or not to use the Services. If any term, condition or any change thereto is not acceptable to you, you must discontinue your use of these Services immediately. Your continued use of these Services after any such changes are posted will constitute acceptance of those changes. These Terms and Conditions apply exclusively to your use of these Services and do not alter the terms or conditions of any other agreement you may have with OICR.

You acknowledge and agree that the Services are provided on an "AS IS" and "AS AVAILABLE" basis without any warranty whatsoever. OICR may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of these Services, including (i) changing the availability of, restricting access to, or imposing limits on any or all features or services on, or links to, the Services; and (ii) removing, adding, modifying or otherwise changing any part of these Services. OICR reserves the right, in its sole discretion, to correct any errors or omissions in any portion of these Services at any time without notice, but confirms that it has no duty to do so.

2. Proprietary Rights

The Services may contain proprietary and confidential information of OICR or its respective licensors, authors, developers, affiliates, subcontractors and/or vendors (the "**Third Party**

Providers") and is protected by applicable intellectual property law and other laws. Except as stated herein, these Terms and Conditions do not grant you rights in or to any trade-marks, patents, copyrights, trade names, trade secrets or other intellectual property rights of OICR or its Third Party Providers (collectively, the "Intellectual Property Rights"). The Intellectual Property Rights, are, and shall remain, the valuable property, and contain the proprietary information, of OICR and/or its Third Party Providers.

You acknowledge and agree that any content provided by Third Party Providers has not been independently authenticated in whole or in part by OICR.

3. Restrictions on Use

You shall not use the Services in any way for any prohibited uses includes, without limitation:

- reselling the Services or any content associated therewith;
- uploading, posting, emailing transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional material, junk mail, chain letters, spam or any other form of solicitation;
- storing, in association with the Services, any content that violates or infringes anyone's intellectual property rights or that is obscene, harm minors in any way, includes pornography, defamatory, racist, libelous, excessively violent, harassing, or otherwise objectionable;
- using these Services in any manner that could damage, disable, overburden, impair, interfere with the security of, negatively affect the functioning of, or otherwise abuse, these Services or any services, system resources, accounts, servers, networks, or affiliated or linked services, connected to or accessible through these Services (including without limitation uploading, posting or otherwise transmitting on these Services computer viruses, Trojan horses, worms or other files or computer programs which are potentially harmful, disruptive or destructive or that may impose an unreasonable or disproportionately large load on these Service's infrastructure).

In addition, you agree that you are solely responsible for actions while using these Services, and that you will comply with all laws that apply or may apply to your use of or activities on these Services or in respect of You Content (as defined below). OICR reserves the right to investigate occurrences which may involve violations of such laws, and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations OICR reserves the right at all times to disclose any information regarding your usage of the Services as necessary to satisfy any law, regulation or governmental request.

4. Your Content

All content, including without limitation, information, software, data, text, messages, sound, photographs, graphics, video, messages or other materials you use with the Services ("**Your Content**"), are your sole responsibility and you represent and warrant that you have the right to use Your Content in association with the Services.

You shall be fully responsible for supplementing, modifying and updating Your Content.

You are entirely responsible of backing up and saving Your Content, and you acknowledge and agree that OICR has no responsibility whatsoever for the uploading, saving or backing-up Your Content.

5. Limitation of Liability and Indemnification

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OICR AND ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, INTERRUPTION OF ACTIVITIES, OR ANY OTHER PECUNIARY OR ECONOMIC LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THESE SERVICES, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO ACCESS THESE SERVICES, IF ANY.

YOU AGREE TO INDEMNIFY OICR AND ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, AGENTS, EMPLOYEES, REPRESENTATIVES AND LICENSORS FROM ANY AND ALL LIABILITY, LOSS, INJURY, DAMAGES, COSTS AND EXPENSES (INCLUDING LEGAL FEES AND EXPENSES) ARISING FROM YOUR USE OF THE CONTENT.

8. General

These Terms and Conditions shall be governed by and construed in accordance with the laws in force in the province of Ontario and the federal laws of Canada applicable therein, and any dispute arising hereunder shall be resolved exclusively by the courts in the province of Ontario.