

SGC Protein Submission Overview

Providers of protein to SGC agree to the below Click-Wrap Protein Submission Terms and Conditions (the “**Terms**”). This Overview is intended merely as an introductory summary of core features of the Terms to assist readers in understanding them. The Overview is not itself a binding part of the Terms nor is it intended to be legally binding on its own. The full Terms below govern your legal rights and obligations as a provider of protein to SGC. Please review them carefully. The core features of the Terms include:

- If you submit information and data about your protein to SGC, SGC will make a determination as to whether the protein meets SGC screening criteria. If accepted, SGC will request that you ship your protein to us.
- If the protein meets quality criteria once received, SGC will screen your protein in AS-MS, DEL, and/or other suitable hit finding platforms, and may run follow-up hit validation experiments. SGC makes no guarantee that hit compounds will be identified.
- You agree that these screening results, including any ligand structures, are being created as a public good resource, but will first be shared with you confidentially.
- Once the data are shared with you, there will be a data analysis period prior to public release. The default will be for SGC to publicly release the screening results after 3 months, typically in combination with other like datasets. SGC will simultaneously release the information and data you submitted about your protein and will attribute you, unless you request otherwise.
- To create more scientific value from the screening data, you may opt-in to allow SGC to confidentially share screening results with SGC partners for the purposes of determining whether (1) the data are suitable for use in a machine learning benchmarking challenge, and/or (2) SGC or an SGC industry partner may wish to collaborate with you to advance a hit compound, for example to develop a chemical probe. Public release of data may be delayed by up to an additional 3 months to facilitate these discussions, and then by either an additional 6 months if a benchmarking challenged is launched or an additional 24 months if a collaboration is initiated.
- Your protein is your background intellectual property and SGC is authorized to use it solely for screening and hit validation activities. You may also opt-in to allow SGC to share your protein with research partners for the purpose of generating recombinant reagent antibodies for your protein.
- Screening results, including ligand structures, are foreground intellectual property and all parties agree not to file patents or other intellectual property rights claiming them. When publicly released by SGC, screening results will be openly licensed under standard open access terms (e.g. Creative Commons CC-BY 4.0). You agree to maintain the screening results in confidence until SGC publicly releases them. Once released, you may share and use the screening results as you see fit.
- You disclaim any warranties or legal liabilities towards SGC with respect to risks associated with the protein samples you send, and SGC likewise disclaims any warranties or legal liabilities towards you with respect to screening results it provides. In particular, neither party is responsible for the other party’s potential infringement of third-party intellectual property rights when using protein or screening results.

SGC Click-Wrap Protein Submission Terms and Conditions

Last Updated December 20, 2024

Please carefully read the following Structural Genomics Consortium (“SGC”) protein submission terms and conditions (the “Terms”) as they contain important information about your rights and obligations as a Provider of Protein.

1. Your Acceptance

1.1 By clicking on the “I Accept” box when submitting the Full Submission Form (defined below), you are consenting to be bound by and are becoming a party to these Terms as a Provider. If you do not agree to these Terms, do not click “Accept” and do not submit the Full Submission Form.

1.2 If you are accepting these Terms and submitting Protein 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” or “Provider” herein shall also refer to that person or entity.

2. 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:

2.1 “**Background IP**” means Intellectual Property that was conceived, created, derived, developed, identified, or first reduced to practice prior to, or independent of, Screening of a Provider’s Protein, and specifically excludes Screening Results and Screening IP. For clarity, Protein submitted by you is your Background IP.

2.2 “**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).

2.3 “**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 recognized in Europe, without regarding to how the rights are labeled or categorized.

2.4 “**Data Analysis Period**” means the following:

2.4.1 where, on its Full Submission Form, the Provider has opted out of allowing SGC to confidentially provide Screening Results to partners so that SGC and its partners may consider both (i) potential use in machine learning benchmarking challenges and (ii) potential collaboration opportunities with the Provider, the Data Analysis Period shall be a period of three (3) months;

2.4.2 where, on its Full Submission Form, the Provider has opted in to allowing SGC to confidentially provide Screening Results to partners so that SGC and its partners may consider either (i) potential use in machine learning benchmarking challenges or (ii) potential collaboration opportunities with the Provider, and where SGC and its partners have declined to proceed with a benchmarking challenge or collaboration, the Data Analysis Period shall be a period of three (3) months plus the additional amount of

time required for SGC and its partners to reach a final determination to decline, except that the Data Analysis Period under this Section 2.4.2 shall not exceed a total of six (6) months; or

2.4.3 where, on its Full Submission Form, the Provider has opted in to allowing SGC to confidentially provide Screening Results to partners so that SGC and its partners may consider either (i) potential use in machine learning benchmarking challenges or (ii) potential collaboration opportunities with the Provider, and where SGC and/or its partner(s) have opted to proceed with a benchmarking challenge or a collaboration, the Data Analysis Period shall be the period required under Section 2.4.2 plus an additional amount of time that coincides with the confidentiality requirements of the applicable benchmarking challenge or collaboration, except that the Data Analysis Period under this Section 2.4.3 shall not exceed a total of twelve (12) months if a benchmarking challenge is launched, or a total of thirty (30) months if a collaboration is initiated.

2.5 **“Full Submission Form”** means the form submitted by you upon invitation by SGC after consideration of the initial information provided in the Intake Form, such Full Submission Form to be deemed to contain all of the information included in your submitted Intake Form as well as Content describing the Protein’s family or sub-family, structure, domain targeted, biological function, disease links, known ligands, available assays, construct, construct boundaries, full domain sequence, expression tags, mass, modifications, production information, and characterization data, as well as such other information and data regarding the Protein as may be requested.

2.6 **“Hit Compound”** means a chemical compound identified through Screening as a binder or modulator of a Protein.

2.7 **“Identifying Information”** means the Provider’s identity, affiliation, and contact details requested in an Intake Form or Full Submission Form.

2.8 **“Intake Form”** means the initial form submitted by you, where such form is designed to enable a determination as to whether your Protein may be a suitable target for Screening, such Intake Form to include at least the Identifying Information of the proposed Provider as well as the name, Uniprot ID, and sequence (including tags) of the Protein proposed to be submitted.

2.9 **“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.

2.10 **“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.

2.11 **“Protein”** means the physical protein material submitted by a Provider, including without limitation the protein itself and any expression tag(s) attached thereto, as well as the solution in which in the protein is provided and any additional components contained therein.

2.12 **“Provider”** means a person or entity who submits a Full Submission Form and subsequently provides Protein under these Terms. For clarity, references to a Provider hereunder mean you

and, if you are accepting these Terms and submitting Protein on behalf of another person or entity, also that person or entity.

2.13 “**Screen**” or “**Screening**” means experimental screening of Protein in assays that may include without limitation DNA-encoded library (DEL), affinity selection mass spectrometry (AS-MS), and such other hit finding experiments as may be appropriate in the circumstances. For clarity, “Screen” or “Screening” also specifically includes hit validation experiments.

2.14 “**Screening IP**” means all Intellectual Property conceived, created, derived, developed, identified, or first reduced to practice in connection with Screening of a submitted Protein, including without limitation Intellectual Property pertaining to Screening Results.

2.15 “**Screening Results**” means all results and data (including both positive and negative data) arising from the Screening of Protein. For clarity, Screening Results may include the identity, structure, or other attributes (for example, chemical fingerprints) of Hit Compounds identified in Screening.

2.16 “**Share**” or “**Sharing**” means to provide to the public by any means or process that requires permission, including under Copyright and Similar 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.

2.17 “**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. For purposes of this definition, “Derivatives” means Content that is derived from or based upon Screening 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 Intellectual Property.

3. Submission Forms, Protein Screening, and Screening Results

3.1 Submission Form Process. SGC has made available an Intake Form on its website, the purpose of which is to solicit contributions of high-quality Proteins from the scientific community for Screening by SGC. Submission of an Intake Form is solely for the purpose of enabling SGC to determine whether a particular Protein may be a suitable target for SGC’s research program. Neither SGC nor the individual submitting the Intake Form becomes bound by these Terms as a result of any submission of an Intake Form or any consideration thereof by SGC. SGC has no obligation to proceed further with any submitted Intake Form. If SGC makes a determination that a Protein identified in an Intake Form is of potential interest for one or more SGC research programs, SGC may invite the submission of a Full Submission Form. By submitting a Full Submission Form, you agree to become bound to these Terms as a Provider under Section 1 above. SGC will use reasonable efforts to review the Content of each Full Submission Form submitted to it and, where applicable quality and data criteria have been satisfied and where resources otherwise permit, SGC may invite you to become a Provider of Protein. In such event, SGC will request that you ship your Protein to SGC in such quantity and in such conditions as required to enable the intended use thereof by SGC. Shipment of Protein shall be at your expense and SGC shall have no responsibility for any Protein that does not arrive at its designated shipment address. Provision of Protein to SGC shall be on an in-kind basis by Provider and SGC will not be required to provide financial support

or compensation in respect thereof, unless otherwise agreed by the parties in writing. Such Protein received by SGC shall be subject to Section 6 (Protein Material) and all other applicable provisions of these Terms.

3.2 Protein Screening. Upon receipt thereof at SGC's designated shipment address and subject to the Protein meeting applicable quality criteria in SGC's discretion, SGC agrees to use reasonable efforts to Screen Provider's Protein in one or more applicable assays (e.g. AS-MS, DEL) within a reasonable timeframe. Such experimental work by SGC shall be on an in-kind basis and Provider will not be required to provide financial support or compensation in respect thereof to SGC, unless otherwise agreed by the parties in writing. SGC may subcontract part or all of the applicable Screening work to one or more suitable partners or other third parties under contractual arrangements that are consistent with these Terms. SGC makes no guarantee of any kind that any particular result, including without limitation the identification of any Hit Compounds, will be achieved via the Screening work.

3.3 Public Release of Screening Results. SGC agrees to provide you with a copy of applicable Screening Results in confidence within a reasonable timeframe after completion of its experimental work with your Protein. Thereafter, within a reasonable timeframe following expiry of the applicable Data Analysis Period (defined in Section 2.4), you and SGC hereby agree that SGC will Share the Screening Results, including where applicable those relating to Hit Compounds, as well as the Content provided by you in your Full Submission Form, as a public domain resource pursuant to Creative Commons Attribution Only (CC-BY 4.0 or subsequent versions) or analogous licensing terms. Such Sharing of Screening Results may be undertaken by SGC in such forms or format(s) deemed to be suitable by it in the circumstances, including without limitation in combination with other data for training of machine learning algorithms. Prior to the date on which the SGC first Shares the Screening Results, both you and SGC agree to treat the Screening Results as Confidential Information under Section 5 (Confidentiality). Thereafter, you and SGC shall be free to Use and Share the Screening Results, including without limitation in presentations and publications, subject to appropriate attribution. You may request in writing that SGC not Share your Identifying Information when it Shares the Screening Results in the public domain, barring which SGC agrees to attribute you as the Provider of the Protein.

3.4 Screening Results Opt-In Provisions. A Full Submission Form may provide you with the option to click one or more boxes that provide SGC with permission to send Screening Results and Content in your Full Submission Form to SGC partners in confidence for the purpose of SGC and its partners considering (i) potential use of the Screening Results in one or more machine learning benchmarking challenges or (ii) potential collaboration opportunities between you and SGC or an SGC partner in respect of the Protein. If you click such a box when submitting your Full Submission Form, you hereby agree that SGC may send the Screening Results, along with Content in your Full Submission Form, to SGC partners for the indicated purpose(s). The SGC partners receiving such Screening Results will be required to treat them as Confidential Information in a manner consistent with Section 5. Any machine learning benchmarking challenge using the Screening Results or any collaboration entered into between you and SGC or an SGC partner related to your Protein shall be subject to separate terms and conditions and are not intended to be within the scope of these Terms.

4. Intellectual Property Rights

4.1 Background IP. All Background IP shall remain the exclusive property of the party that uses or provides it in connection with carrying out these Terms. Provider hereby grants to SGC a worldwide, royalty-free, fully-paid up, non-exclusive license to use Provider's Background IP submitted to SGC hereunder, including specifically the Provider's Protein, for the purpose of generating Screening Results. Such license rights shall be sub-licensable by SGC to sub-contractors for purposes of carrying out Screening. Unless otherwise specified elsewhere herein, no other license to any Background IP is granted or implied by these Terms.

4.2 Intellectual Property Rights in Screening IP. You acknowledge and agree that, after the expiry of the applicable Data Analysis Period, Screening Results are intended to be Shared by SGC, including by being freely disclosed in the public domain pursuant to Creative Commons Attribution Only (CC-BY 4.0 or subsequent versions) or analogous licensing terms, with the intent that Screening IP, including relating to Hit Compounds, may be Used by others for any purpose. In furtherance of the foregoing, you and SGC each hereby agree, and agree to cause each employee or other third party (e.g., consultants, subcontractors, collaborators) engaged in connection with carrying out these Terms, not to file applications for, or otherwise seek to obtain, any patents or other registered Intellectual Property Rights in respect of the Screening IP. You and SGC each further agree not to transfer or assign, and to cause any employee or other third party (e.g., consultants, subcontractors, collaborators) engaged in connection with carrying out these Terms to not transfer or assign, any ownership or other right, title, or interest in any Screening IP to any third party unless such third party assumes the obligations herein with respect to the Screening IP.

4.3 License Grant for Screening IP. With respect to any Intellectual Property Rights in Screening 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 4.2 above, SGC and Provider hereby grant, and agree to cause each applicable employee or other third party (e.g., consultants, subcontractors, collaborators) that has not otherwise assigned such Intellectual Property Rights to them to grant, to each other, a worldwide, royalty-free, fully paid-up, sub-licensable, assignable, non-exclusive, perpetual, irrevocable license under such Intellectual Property Rights to Share the Screening IP pursuant to Creative Commons Attribution Only (CC-BY 4.0 or subsequent version) or analogous licensing terms, and to otherwise Use and Share the Screening IP for any purpose, for as long as the applicable Intellectual Property Rights are in force. In connection with the foregoing license grant, Provider hereby further grants to SGC a worldwide, royalty-free, fully paid-up, sub-licensable, assignable, non-exclusive, perpetual, irrevocable license under its Intellectual Property Rights in the Full Submission Form Content to Share such Content pursuant to Creative Commons Attribution Only (CC-BY 4.0 or subsequent version) or analogous licensing terms. For clarity, SGC's Sharing license rights in this Section shall be contingent on expiry of the applicable Data Analysis Period and Provider's Sharing license rights in this Section shall be contingent upon SGC first Sharing the Screening Results pursuant to Section 3.3 above.

4.4 Third Party Intellectual Property Rights. Provider hereby agrees not to submit to SGC any Protein or other Intellectual Property that Provider knows to be subject to third-party Intellectual Property Rights, unless Provider has the necessary licenses, rights, consents, or permissions for such Intellectual Property.

5. Confidentiality

5.1 Definition. “**Confidential Information**” shall mean (i) any information of a confidential nature disclosed by one party to the other party that is marked “Confidential” or otherwise identified in writing as “Confidential” before or at the time of disclosure, and (ii) any Screening Results prior to the date on which SGC first Shares the Screening Results, whether or not such Screening Results are specifically marked or otherwise identified as “Confidential” before or at the time of disclosure. For clarity, Confidential Information shall not include Content submitted to SGC by Provider in its Full Submission Form, nor shall it include anything that: (i) is or becomes part of the public domain other than as a result of disclosure by the receiving party, other than as a result of a third party's breach of any confidentiality obligation in respect thereof; (ii) becomes available to the receiving party on a non-confidential basis from a source other than the providing party, 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 the receiving party's possession prior to its disclosure under these Terms; or (iv) has been independently developed by the receiving party.

5.2 Confidentiality Obligations. Provider and SGC agree to maintain each other's Confidential Information as confidential for a period of five (5) years from the date the other party's Confidential Information was received, except with respect to Screening Results, which shall be maintained as confidential until such time as SGC first Shares them pursuant to Section 3.3. During the applicable period of confidentiality, each party agrees (i) not to disclose Confidential Information to third parties without the written consent of the providing party, except to officers, employees, sub-contractors, partners, or agents who reasonably need access to the Confidential Information for purposes of carrying out these Terms and who are under obligations of confidentiality with respect to the Confidential Information that are at least as strict as those herein, (ii) to undertake diligent precautions to prevent any such unauthorized disclosure of the Confidential Information, and (iii) to use Confidential Information provided to it solely to carry out these Terms and not for another purpose without the written consent of the providing party. For clarity, SGC may disclose Confidential Information to its partners pursuant to and in accordance with Section 3.4 (Opt-In Provisions) to the extent the Provider has given SGC permission to do so in its Full Submission Form.

5.3 Exclusion. Nothing herein shall prevent disclosure 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, in either case provided that the party possessing the Confidential Information shall first give written notice to the providing Party so that it may seek a protective order or other appropriate remedy at its own expense.

6. Protein Material

6.1 Transfer of Protein Material. Upon approval by SGC of a Provider's Full Submission Form, the Provider shall transfer the Protein to SGC in such quantity(ies) and under such conditions as reasonably agreed between the parties to facilitate SGC's intended Screening activities. Provider may request that SGC provide acknowledgement of receipt of the Protein in reasonably acceptable form, such as a standard record sheet. In connection with such transfer, the Provider will inform SGC of known risks or handling difficulties associated with the Protein. In no event will SGC be required to transfer Protein back to Provider.

6.2 Use of Protein Material. Except as expressly permitted by Section 6.4 below or unless the Provider otherwise consents in writing, SGC agrees to ensure the Protein received by it:

6.2.1 is used solely for Screening activities pursuant to these Terms;

6.2.2 is used in compliance with all applicable laws, regulations, and governmental guidelines, including those governing disposal of hazardous materials;

6.2.3 is used solely in *in vitro* and animal laboratory experiments and not in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;

6.2.4 is handled, stored, and used only by trained laboratory personnel using reasonable care to avoid loss, contamination, and waste (which at minimum shall be no less than the degree of care the SGC uses with respect to its own material); and

6.2.5 will not be transferred to any third party, except to SGC research sites and sub-contractors performing the Screening activities under contractual arrangements that are consistent with these Terms.

6.3 Acknowledgement Regarding Protein Material. SGC acknowledges and agrees that Protein provided hereunder is experimental in nature and may have hazardous properties, some of which may be hidden or unknown. SGC agrees to handle the Protein accordingly.

6.4 Protein Opt-in Provision. A Full Submission Form may provide you with the option to click a box that provides SGC with permission to send your Protein and the Content in your Full Submission Form to one or more SGC partners to facilitate the development of one or more recombinant reagent antibodies for your protein (“**Antibodies**”). If you click such a box when submitting your Full Submission Form, you hereby agree that SGC may send the Protein to SGC partners for the purpose of generating Antibodies and that the license and sub-license rights in Section 4.1 are hereby expanded to include the foregoing purpose. The SGC partners receiving the Protein for this purpose will be required to treat the Protein in accordance with Sections 6.2.2 to 6.2.4 and to use it solely to generate Antibodies. SGC agrees to ensure that such Antibodies are made available to the public for research purposes within a reasonable timeframe after generation thereof.

7. **Disclaimers and Limitations of Liability**

7.1 Disclaimer and Limitation of Liability Regarding Protein. No warranties are provided by the Provider with respect to Protein submitted to SGC hereunder, and use thereof is at SGC’s and any applicable SGC partner’s own risk. Protein is provided “AS IS” without warranty of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement of third party Intellectual Property Rights, or absence of hazardous properties. To the fullest extent permitted by law, the Provider expressly disclaims any and all liability in connection with SGC’s or any applicable SGC partner’s use of Protein submitted hereunder. In no event shall the Provider or any of its directors, officers, employees, representatives, or agents (together, the “**Provider Released Parties**”) 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 SGC’s or any applicable SGC partner’s use of Protein submitted hereunder, 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 a Provider Released Party has been advised of the possibility of such damages, losses, or claims. SGC waives any legal or equitable rights or remedies it may have against any Provider Released Party with respect to the foregoing.

7.2 Disclaimer and Limitation of Liability regarding Screening Results. No warranties are provided by SGC with respect to any Screening Results or Screening IP disclosed to the Provider hereunder, and any subsequent Sharing or Use thereof is at the Provider’s own risk. The Screening Results and Screening IP, and any licenses granted herein, are 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. To the fullest extent permitted by law, SGC expressly disclaims any and all liability in connection with the Provider’s Sharing or Use of Screening Results and Screening IP disclosed to it hereunder. In no event shall SGC or any of its directors, officers, employees, representatives, or agents (together, the “**SGC Released Parties**”) 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 the Provider’s Sharing or Use of Screening Results or Screening IP, 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 an SGC Released Party has been advised of the possibility of such damages, losses, or claims. The Provider waives any legal or equitable rights or remedies it may have against any SGC Released Party with respect to the foregoing.

8. Other Terms and Conditions

8.1 Term, Termination, and Survival. These Terms apply until the later of: (i) expiry of the term of all Intellectual Property Rights licensed hereunder, (ii) the date that all Screening hereunder has been completed and the associated Screening Results have been Shared by SGC; and (iii) if applicable, the date that all Antibody generation hereunder has been completed and the resulting Antibody(ies) have been made available to the public. You may terminate these Terms at any time prior to submitting Protein material to SGC by providing thirty (30) days' written notice to SGC. SGC may terminate these Terms at any time prior to completing its Screening of the Protein by providing thirty days' written notice to you, in which case you may request that SGC dispose of any unused Protein or send it back to you by reasonable means. Sections 3.3, 4.2, 4.3, 4.4, 5, 7, and 8 expressly survive the Term or any termination of these Terms.

8.2 Power. The parties 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.

8.3 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.

8.4 Further Assurances. Each party 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 the other party 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 a party's rights hereunder.

8.5 Assignment. Unless to the extent expressly stated otherwise herein, the Provider may not assign, except to any of its affiliates, any right or obligation under these Terms without SGC's prior written consent. SGC may assign its rights and obligations under these Terms at any time upon written notice to the Provider. 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.

8.6 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.

8.7 Amendments. Only SGC may modify or revise these Terms. Such modifications or revisions shall not apply retroactively but shall apply prospectively after the date the modifications or revisions are posted. You agree to be bound by such modifications or revisions. Although SGC may attempt to notify you when major changes are made to these Terms, you should periodically review the most up-to-date version on the SGC website.

8.8 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.

8.9 Governing Law. The interpretation, validity, and effect of these Terms shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, 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 Ontario

and the courts of Ontario 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 Ontario.

8.10 Notices. You agree that SGC may give all notices required to be given by posting on its website or, if SGC has your email address, by sending notice by email, at its discretion. Every notice that you are required or permitted to give to SGC shall be in writing and made to proteins@thesgc.org.