

Official Rules of Participation

MOSAIC Community

“Strains Challenge”

- 1. Purpose of Mosaic Community Strains Challenge.** The Strains Challenge is a collaborative, community effort to advance accurate strain-level profiling and improve the characterization of microbiome samples using computational methods. By entering the Strains Challenge, Participants agree to abide by and be bound by the Official Rules of Participation for the MOSAIC Community Strains Challenge (“Official Rules”) and the decisions of the Sponsor.
- 2. Eligibility.** The pool of participants is drawn from a talented pool of world-wide bioinformaticians and scientists but is open to any person who advances the purpose of the Strains Challenge. Each eligible person who accepts these Official Rules shall be a “Participant”.
- 3. Sponsor.** The Strains Challenge is sponsored, supervised and governed by DNAnexus. Participant acknowledges and agrees that although the Janssen Human Microbiome Institute (“JHMI”) has provided expert guidance and financial support to DNAnexus in connection with the Strains Challenge, DNAnexus is solely responsible and accountable for the overall administration and management of the Strains Challenge and the maintenance and operation of the Mosaic Platform.
- 4. Term.** The Strains Challenge shall begin at December 1st, 2017 (“Commencement Time”) and ends at February 28th, 2018 (“Completion Date”). DNAnexus may, in its sole discretion, extend the Completion Date.
- 5.** Sponsor reserves the right, in its sole discretion, to disqualify from the Strains Challenge, and ban from any future challenges, any person it believes to have intentionally violated these Official Rules, or to be acting in an inappropriate or disruptive manner, or to have tampered with any element of the Strains Challenge without notice to the disqualified or banned person.
- 6. Comments.** For questions or concerns, email info@mosaicbiome.com

7. Additional Rules and Guidelines.

7.1. Participant Guidelines. Participant agrees to the following:

- 7.1.1. Use the resources provided for the purpose of the Strains Challenge only.
- 7.1.2. Make an effort to submit comments and feedback on the community forum.
- 7.1.3. Do not use the option to submit under a different name so that you can attribute your work to a team of collaborators to misrepresent who you are to other users or teams.
- 7.1.4. Do not intentionally create low scoring submissions.
- 7.1.5. Submit only results of analyses.
- 7.1.6. Do not try to improve your scores by gaming or hacking the evaluation and scoring process.
- 7.1.7. Sponsor reserves the right, in its sole discretion, to disqualify and to remove submissions of any person it believes to have intentionally violated the Official Rules or were not otherwise submitted in good faith.

7.2. Privacy and Security.

- 7.2.1. DNAnexus will not share your data or apps without your explicit written permission.
- 7.2.2. Although the option to submit results anonymously is provided, we encourage
- 7.2.3. participants to make open/known submissions given the community spirit of the Strains Challenge.

7.3. Data Availability

- 7.3.1. At the end of the Strains Challenge, all Strains Sponsored Workspaces will cease incurring new charges, i.e. new data cannot be uploaded and executions cannot be launched within the Workspace.
- 7.3.2. We may delete data in Strains Challenge Workspaces 6 months after the conclusion of the Strains Challenge.
- 7.3.3. Apps that are shared through a Strains Challenge submission may be made public after review by the Mosaic team.

8. Intellectual Property

8.1 Ownership of the submitted dataset shall remain with the Participant.

8.2 Participant grants to DNAnexus, JHMI and their respective affiliates a non-exclusive, irrevocable, perpetual, fully paid and royalty-free worldwide right and license, including the right to sublicense, to use, publish and otherwise exploit any submitted dataset for any and all research purposes. Participant shall have no interest, economic or otherwise, in any invention, discovery, or product that arises from the use of a submitted dataset by DNAnexus, JHMI, their respective affiliate, or any other party.

8.3 Participants can choose different licensing models to their apps to control how and who they want to share their apps with.

8.4 Participants understand that data submitted may be made public.

8.5 We would like to know who is interested in the Strains Challenge and how we can help them participate in it, so participants agree not to share the datasets with non-participants. Anyone can register and get the data from the Mosaic Platform for free.

8.6 You agree and acknowledge that DNAnexus, JHMI, and their respective affiliates may publish the raw data and any findings from the analysis of data and metadata related to the Strains Challenge without the written consent of Participant. For clarity, Participant may publish its datasets and analysis of the data.

- 9. Release of Sponsor.** PARTICIPANT HEREBY UNCONDITIONALLY AND FOREVER RELEASES AND DISCHARGES JHMI AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY “**RELEASED PARTIES**”), FROM ALL CLAIMS BASED ON PARTICIPANTS PARTICIPATION IN THE STRAINS CHALLENGE, AND ANY AND ALL RELATED JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES WHETHER ARISING UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY) (COLLECTIVELY “**RELEASED CLAIMS**”). I, ON BEHALF OF MYSELF AND MY EMPLOYER (IF APPLICABLE), UNDERSTAND AND AGREE THAT THIS RELEASE WILL PREVENT ME/IT AND OUR SUCCESSORS FROM BRINGING A LAWSUIT, CLAIM OR OTHER ACTION AGAINST ANY RELEASED PARTY AND FROM RECOVERING ANY MONEY DAMAGES OR OTHER LEGAL RELIEF FROM ANY RELEASED PARTY IN CONNECTION WITH ANY OF THE RELEASED CLAIMS.

I, on behalf of myself and my employer, acknowledge and agree that the consent to the terms set forth above is a material inducement for allowing me/my employer to participate in the Strains Challenge and that the Released Parties would not do so in the absence of my consent.

I agree to these Official Rules.