

**TERMS & CONDITIONS FOR USE OF THE
PHOSPHOSITEPLUS® PRODUCTS (“Commercial
User Agreement”)**

This Commercial User Agreement between Cell Signaling Technology, Inc. (“CST”) and the entity signing below (“User”) governs the scope of User’s access and commercial use of the proprietary PhosphoSitePlus® products, as selected by the User below. All defined terms, unless otherwise provided herein, shall be given the meanings set forth in Section 9 below.

1. License.

- a) CST grants to User a non-exclusive, non-transferable, non-sublicensable right to access, view, and utilize the Licensed Product solely in connection with User’s ordinary commercial *internal research and development purposes* subject to the terms set forth herein (“License”). This License does not provide User any right, implied or otherwise, to use the Portal for commercial purposes other than as necessary to Use the Licensed Product. User may not engage in any Unauthorized Use. CST may immediately terminate User’s access to the Licensed Product, without notice, in the event that it reasonably believes User is engaged in Unauthorized Use.
- b) This License does not entitle User to receive any documentation, technical support, or telephone assistance or to receive updates other than those made generally available by CST to its Users.
- c) User explicitly agrees as a condition of this License to the following attribution requirements: (i) in written materials that use data or analyses derived, in whole or in part, from the Licensed Product, the following academic citation must be included in the reference section or, if no reference section, as a footnote: “Hornbeck PV, Kornhauser JM, Latham V, Murray B, Nandhikonda V, Nord A, Skrzypek E, Wheeler T, Zhang B, Gnad F. 15 years of PhosphoSitePlus®: integrating post-translationally modified sites, disease variants and isoforms. *Nucleic Acids Res.* 2019 47:D433-D441”; and (ii) in web-based interfaces for customers, materials that use protein or modification site data derived, in whole or in part, from the Licensed Product, must be hyperlinked to the corresponding protein/species pages in PSP using the base URL combined with the UniPROT accession code as in the example below for the human protein ANXA2:

<https://www.phosphosite.org/uniprotAccAction.do?id=P07355>.

- d) Use of the Portal is subject to CST’s Privacy Policy and Cookie Policies, available at <https://www.phosphosite.org/staticPrivacyCookiePolicy.action> and incorporated herein by reference.
2. Term. This Commercial User Agreement is effective for one (1) year from the execution date on Schedule A (“Term”). This is not an evergreen license. The parties must agree in writing on any further license periods.
3. Payment. User agrees to pay to CST the fees for the product as indicated on Schedule A. All fees must be paid prior to accessing the Licensed Product.
4. Intellectual Property Rights and Licenses. Ownership of all copyrights and other proprietary rights in the Licensed Product and the Portal are retained by CST and its licensors. User explicitly agrees that the Licensed Product and Portal, including the editing, selection, arrangement and compilation of third-party and proprietary data, aggregated database, electronic files derived from the database, statistics, analysis, graphics, information mapping, search tools, and analytic tools are the exclusive property of CST and/or its licensors and User agrees not to infringe or violate any rights therein.
5. Confidential Information. The terms set forth herein, and in particular the fees set forth on Schedule A, are confidential business information of CST (“Confidential Information”). User may not disclose Confidential Information to any third-party during the Term and for one (1) year thereafter.
6. Warranties and Disclaimers.
 - a) CST represents and warrants that it has the right to license the Licensed Product to User under the terms set forth herein.
 - b) The Licensed Product is provided on an “as is” and “as available” basis. While CST endeavors to obtain information from sources it believes to be reliable, CST cannot guarantee the accuracy, completeness, or currency of the data, information or the Licensed Product, in whole or in part. CST likewise cannot guarantee the availability of the Internet or the Portal, and does not warrant that the Portal, the Licensed Product, or any eMail communications will be free of viruses or other harmful components. USE OF

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7. General Limitation of Liability. IN NO EVENT SHALL CST BE LIABLE TO THE USER FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR ANY OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS COMMERCIAL USER AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON STATUTE OR ARISING IN CONTRACT OR TORT AND REGARDLESS OF WHETHER SUCH PARTY HAS REASON TO KNOW OR IN FACT KNOWS OF THE POSSIBILITY THEREOF. CST'S TOTAL LIABILITY TO THE USER RESULTING FROM THIS COMMERCIAL USER AGREEMENT SHALL BE LIMITED TO THE TOTAL DOLLAR AMOUNT PAID BY THE USER TO CST PURSUANT TO THIS COMMERCIAL USER AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

8. Miscellaneous Terms.

- a) This Commercial User Agreement shall be binding on each party's successors and permitted assignees. User may not assign any of its rights

or delegate any of its duties under this Commercial User Agreement without the prior written consent of the CST.

- b) This Commercial User Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the application of principles of conflicts of law.
- c) Sections 1(c) (Attribution), 5 (Confidential Information), 6 (b) and (c) (Disclaimers), and 7 (Limitation of Liability), shall survive the expiration or termination of this Commercial User Agreement.
- d) This Commercial User Agreement represents the entire understanding of User and CST in regard to the Licensed Product, Data, and the Portal, and supersedes any prior agreements or communications relating to the subject matter hereof. If any provision hereof is held by a court of competent jurisdiction to be contrary to law, void or otherwise unenforceable, such provision shall be enforced to the extent possible in order to effect the intention of the parties and the remainder of this Commercial User Agreement shall remain in full force and effect.

9. Definitions.

"Data" refers to all information included in the Licensed Product.

"Licensed Product" shall mean the product selected by User below, including any downloaded or emailed information or data.

"Person" shall mean an individual, corporation, partnership or other legal entity.

"Portal" refers to the PhosphoSitePlus® website, interfaces, content, search and analytic tools, and any interactive features.

"Unauthorized Use" shall mean any activity not explicitly permitted in the definition of Use, including, but not limited to: (i) any use of the Portal for commercial purposes (other than as necessary to Use the Licensed Product); (ii) licensing, sublicensing, selling, transferring, sharing, or otherwise distributing, disclosing, reproducing, or giving access to User's access credentials or the Licensed Product, in whole or in any part; (iii) accessing or attempting to access the Licensed Product by data mining tools, robots, spiders or other mechanism to harvest or extract data; (iv) taking any action

compromising or threatening to compromise the use by any other user of the Licensed Product, in whole or in part, (v) any use of the Licensed Product in contravention of any applicable law or regulation; (vi) creating a derivative, in whole or in part, of the Licensed Product; (vii) failing to provide attribution as required in Section 1(c); and (viii) copying, reproducing, or creating a derivative of any aspect of the Licensed Product or the Portal.

“Use” shall mean the ability for the User to access, view, and utilize the Licensed Product solely in connection with User’s ordinary commercial *internal research and development purposes*.

“User” shall mean the entity executing this Commercial User Agreement and any authorized employee.

Schedule A

PhosphoSitePlus® License

CST grants User a license to Use the Licensed Product subject to the terms of this Commercial User Agreement and the payment of fees as indicated below.

1. \$20,000 per year for companies with more than 50,000 employees world wide,
2. \$15,000 per year for companies with more than 5,000 but less than 50,000 employees world wide,
3. \$10,000 per year for companies with more than 500 but less than 5,000 employees world wide,
4. \$5,000 per year for companies with less than 500 employees world wide.

Access for the Term to all static downloads from the Static Download Page located at www.phosphosite.org/staticDownloads.action, plus access to all Protein, Sequence, Reference, and Site searches and downloads from the three browsing interfaces (“Browse MS2 Data by Disease”, “Browse MS2 Data by Cell Line”, and “Browse MS2 Data by Tissue”) accessible from the PhosphoSitePlus® homepage (www.phosphosite.org).

Signatures:

USER:

Name of entity: _____

Address: _____

No. of Employees Worldwide: _____

User Administrator: _____

Administrator telephone number and email address: _____

Signature: _____

Print name of signatory: _____

Execution Date: _____

Cell Signaling Technology, Inc.

Signed by: _____