



## Terms of Drugathon

### 1) Organization

The Drugathon is organized by BioSolveIT GmbH, An der Ziegelei 79, 53757 Sankt Augustin, Germany (the "Organization").

### 2) Terms and Procedure

The Drugathon follows the procedures and timetable published at <https://www.biosolveit.de/drugathon-2022/> and is ruled by these terms ("Terms").

### 3) Registration and Participation

The Drugathon is open to private individuals who registered for the Drugathon via <https://www.biosolveit.de/drugathon-2022/> and who accepted the Terms ("Participant"). The Organization may deny, suspend, or otherwise exclude a Participant, if the Organization has reasonable grounds to believe that the Participant is in breach of the Terms or applicable law. The Organization may reject a registration if a certain number of Participants is reached.

### 4) Drugathon Submissions and Shared Content

Drugathon Submissions mean a proposal of designed or modified compound structure(s) from a Participant ("Submissions").

The submitting Participant agrees that:

- Submissions will be made available to other Participants
- Other Participants are allowed use the Submissions as starting point for their own Submissions
- The Organization may analyze, copy and store Submissions and use Google lists or similar sources to share Submissions with other Participants
- The Organization is allowed to purchase and/or synthesize Selected Submissions as further specified in Section 5
- The Organization is allowed to publish confirmed hits in a scientific journal acknowledging the Participant who has provided the underlying Selected Submission.

In addition, the Participant agrees that any other kind of information, suggestions or content ("Shared Content") shared by the Participant in the context of the Drugathon, irrespective of the form, can be used from other Participants for their own Submissions.

The Organization retains the right to decide not to share a Submission with the other Participants or to delete a Submission from the medium used to share the Submission with the other Participants.

### 5) The Organization's Selection

Based on the predicted affinity, molecular clashes and torsions, chemical diversity, and unwanted substructures, the Organization chooses the most promising Submissions in order to synthesize and/or purchase the selected Submissions ("Selected Submissions"). It's at Organization's own and free discretion which Submissions are selected. BioSolveIT's choice is not subject to appeal even if BioSolveIT decides not to select any of the Submissions. The same applies for BioSolveIT's decision to publish the results and the choice of the journal.

### 6) Procedure and time table

The Drugathon follows the procedure and timetable published at <https://www.biosolveit.de/drugathon-2022/>.

### 7) Costs of Participation

The Participation is free-of-charge. However, Participants are responsible for any costs and expenses that their participation may cause.

### 8) Access to BioSolveIT's Software

"Software" means any BioSolveIT product that is publicly available except for third party software. Participants will have free access to BioSolveIT's software for up to 8 weeks. The Software will be provided 'as is' without any warranty for fitness of a particular purpose. BioSolveIT is not liable for damages related to installation or usage of the Software.

The Software may not be used for benchmarking studies or any kind of commercial research, services or projects.

Participants may not grant third parties access to the software.

### 9) Liability and Indemnification

The Participant guarantees that their Submissions and Shared Content do not infringe third party intellectual property rights or privacy rights, or otherwise violates any third party's rights or applicable law. Participant will inform the Organization without delay if Participant becomes aware of such infringement or violation. Participant is solely liable for any third party claim relating to Participant's Submissions or Shared Content and agrees to indemnify, hold harmless and defend the Organization (including its directors and employees) from and against all damages and costs arising out of or under any such claim.

The Participant accepts all risks of using other Party's Submissions or Shared Content. If Participant's rights are violated by another Participant, the Organization will not be liable for those violations and their consequences.

### 10) Intellectual Property Rights and Publication Rights

The Participant owns the intellectual property rights to their Submissions, subject to the rights granted by Participant under Section 4. In Addition, Participant grants the Organization the (cost free) right to use, summarize and featuring their Submissions on websites or other media for publicity. In this regard, BioSolveIT is allowed to use Participant's name and affiliation in connection with the foregoing described usage of the respective Submissions. Participant grants the Organization the (cost free) permission to publish the Submissions without using the Participant's name as supporting material if the Selected Submissions were inspired by it.

### 11) Modification of the Drugathon Terms and Applicable Law

Should any one of these provisions be or become invalid, the remaining provisions remain thereby unaffected.

BioSolveIT retains the right to amend the Terms of Drugathon at any point of time. Such amendments will be announced and published on BioSolveIT's website. Any amendment will enter into force at the time of their publishing. The law of Germany is applicable in respect of all legal relationships arising from the Terms of Drugathon, and Bonn shall be the legal venue.