

*Knewco is a responsible Company and therefore the Terms and Conditions below were written by lawyers, which makes them inevitably lengthy and detailed. However, though it is strongly advised to read the entire document, we realize that a quick overview of the essence of our access and use policy may be useful to you. It is as follows:*

*All user-contributed content, and content text-mined from open sources, is **open access**, according to the terms described in the Creative Commons **Attribution License**. Details can be found on the Creative Commons website: <http://creativecommons.org/licenses/by/3.0/>*

*Knowlets, and therefore also the Knowlet-Space, are subject to continual change, as a consequence of the daily stream of new information and data being taken into account. As a result, Knowlet content, all of which is dynamic, is not suitable for copying or downloading. Knowlet and Knowlet-Space content is, however, freely accessible to anyone at any time.*

*Any images, marks, logos, compilations, software, algorithms, inventions, conceptions, and processes on the website are proprietary to Knewco or to third parties. This material may not be modified or used without Knewco's permission and if displayed or printed out must be marked "© KNEWCO, 2008. ALL RIGHTS RESERVED."*

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## TERMS AND CONDITIONS OF USE

This document describes the terms and conditions on which Knewco Inc. ("Knewco") makes available information retrieval, extraction and associative discovery services through this website (the "Service"). The Service is a resource for scientists, researchers and other Internet Users. By using the Service, you agree to comply with and be bound by the following terms and conditions (this "Agreement"), which we may change at any time by posting notice on the Service.

PLEASE READ THIS AGREEMENT CAREFULLY, AND PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES

### 1. Registration

In order to use the Service to access information, registration is not required. If you wish to use the personalized facilities of the Service, you will be required to register by providing your name and email address. You may also choose to provide Knewco with additional contact information, such as an electronic business card. If you register, you represent and warrant to Knewco that: (i) you are of legal age to form a binding contract; (ii) you will provide Knewco with accurate, current and complete user information; and (iii) your registration and your use of the Service is not prohibited by law or

any third party agreement by which you are bound. Knewco reserves the right to terminate your status as an authorized user in the event that you breach any term of this Agreement.

## 2. Conditions on Using the Service

All user-contributed content (see definition below) is deemed to have been submitted free of any copyright or other intellectual property rights. All user-contributed content as well as all text-mined content from open sources (see definition below) is covered by a Creative Commons **Attribution** License (<http://creativecommons.org/licenses/by/3.0/>). Knewco neither makes any claims to any proprietary rights of any kind in the User-contributed Content, nor does Knewco make any promise as to the security, accuracy or integrity of any User-contributed Content.

Knowlets and the Knowlet-Space (see definition below) constitute content that is freely accessible by anyone at any time. They are not static, but dynamic, and therefore not suitable for downloading or copying.

Any images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), software, algorithms, inventions, conceptions, and processes of the Service (collectively, the "Proprietary Materials") are proprietary to Knewco or to third parties.

Knewco authorizes you to use the Service freely and at no cost, subject to the following conditions:

- a. you may only use the Service if you comply with the Creative Commons licenses afore mentioned;
- b. you may not modify the Proprietary Materials;
- c. any displays or print outs from the Service that include any Proprietary Materials must be marked "*© Knewco, 2008. All rights reserved.*"; and
- d. you may not remove any copyright, trademark or other proprietary notices that have been placed in the Proprietary Materials.

You may not use the Service in any manner that harms the Service or impairs its operation. All software used on the Service is proprietary to us or to third parties, and except as may be required to exercise the foregoing license grant, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other reduction of such software to human-readable form is prohibited.

The tradename **Knewco** and the mark **Knowlet**<sup>®</sup> are proprietary to us, and they may not be used in connection with any service or products other than those provided by Knewco, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Knewco. Any use of those marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

You agree, and represent and warrant, that your use or other exploitation of the Service and the Proprietary Materials, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you

will comply with all applicable laws, regulations and ordinances relating to the Service, the Proprietary Materials or your use of them, and you will be solely responsible for your own individual violations of any of them.

### **3. User-contributed Content**

The Service allows you to upload documents and materials to the Service (“User-contributed Content”). Knewco makes no claims to any proprietary rights of any kind in the User-contributed Content. You upload the User-contributed Content at your own risk. Knewco makes no promise as to the security, accuracy or integrity of any User-contributed Content you choose to upload, and Knewco shall be under no obligation to maintain any User-contributed Content on the Service.

### **4. Text-mined Content from Open Sources**

Text-mined Content from Open Sources comprises content derived from public domain sources, open access publications, and open access databases. Knewco makes no claims to any proprietary rights of any kind in the Text-mined Content from Open Sources and Knewco makes no promise as to the security, accuracy or integrity of any Text-mined Content from Open Sources. Knewco shall be under no obligation to maintain any Text-mined Content from Open Sources on the Service.

### **5. Knowlets and the Knowlet-Space**

Knewco produces and provides access to Knowlets and the Knowlet-Space. Knowlets are real-time representations of knowledge and the way individual concepts are related, calculated on-the-fly, on the basis of information and data from a wide variety of disparate sources, which can be open as well as proprietary, including text-mined content and user-contributed content, using the proprietary algorithms and technology of Knewco. Knowlets form a dynamic web of knowledge and their ever-changing relationships are represented in the Knowlet-Space. Knowlets, and therefore the Knowlet-Space, are subject to this continual change as a consequence of the daily stream of new information and data being taken into account. Knewco makes no claims to any proprietary rights of any kind in the underlying user-contributed and text-mined content, and although the Knowlets are freely available, Knewco does claim sole ownership of the intellectual property constituted by the methods with which it calculates and constructs Knowlets and the Knowlet-Space.

### **6. Minors**

This Service is not directed at users under the age of 13. If you are under the age of 13, you are not permitted to register as an authorized user or send any information about yourself to us.

### **7. WikiProfessional and Submissions to WikiProfessional**

WikiProfessional (including all its sub-domains, including, but not limited to

WikiProteins and WikiPeople) is a free and open service, also provided by Knewco in order to stimulate collaborative intelligence. However, Knewco makes no claims to any proprietary rights of any kind in any Content in WikiProfessional. WikiProfessional is one of the variety of sources used for the calculation of the Knowlets and Knowlet-Space, but is by no means the only – or even the principal – one. In the event that you submit ideas, suggestions, or other information to WikiProfessional, whether at the request of WikiProfessional or not (all of the foregoing being “Submissions”), the Submissions will be deemed to be submitted free of any implicit or explicit copyright or other intellectual property right. None of the Submissions will be subject to any obligation of confidence on the part of Knewco or WikiProfessional, and Knewco and WikiProfessional will not be liable for any use or disclosure of any Submissions. Without limiting the foregoing, Knewco will be entitled to non-exclusive unrestricted use and other exploitation of the Submissions for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Submissions. Each of them irrevocably and unconditionally waives and covenants not to assert any of such rights against Knewco and WikiProfessional or its affiliates, successors, assigns, licensees, partners, and customers, as well as any users of the Service.

## **8. Rules of Conduct Relating to the Service**

The following restrictions on users of the Service are intended to make the Service suitable and appropriate for all users of the Service.

Users making Submissions and posting User-contributed Content will not:

- Use the Service, make a Submission or post User-contributed Content for any purpose in violation of local, state, national or international laws;
- Impersonate any person or entity, or forge or manipulate headers to disguise the origin of any User-contributed Content or Submission;
- Harvest or otherwise collect information about others, including email addresses, without their consent;
- Post any User-contributed Content or Submission more than once or “spam”; or
- Engage in any other conduct that restricts or inhibits any other person from using or enjoying the Service or Proprietary Materials, or which, in Knewco’s sole judgment, exposes Knewco to any liability or detriment of any type.

Users of the Service making Submissions or posting User-contributed Content will not submit, upload to, distribute through or otherwise post any material that:

- Is libelous, defamatory, threatening, abusive, scandalous, obscene or unlawful or that encourages a criminal offense;
- Contains any advertising, promotional, solicitation or other commercial material;
- Contains material from other copyrighted works without the written consent of the owner of such copyrighted material;
- Infringes any copyright or violates any property rights, rights of privacy or publicity, or any other rights of any third party;
- Contains any statement, formula, direction, recipe, prescription or

other matter that involves a reasonably foreseeable risk of injury or damage to the material's readers or others; or

- Contains any software viruses or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.

Knewco reserves the right (but is not obligated) to do any or all of the following:

- Record User-contributed Content;
- Investigate an allegation that User-contributed Content or a Submission does not conform to the terms and conditions of this Agreement;
- Remove User-contributed Content that is abusive, illegal or disruptive, or that otherwise fails to conform with the terms and conditions of this Agreement;
- Monitor, edit or disclose any User-contributed Content; or
- Edit or delete any User-contributed Content, regardless of whether such content violates any terms and conditions of this Agreement.

Knewco has no liability or responsibility to users of the Service or any other person or entity for performance or non-performance of the aforementioned activities.

## **9. Fees**

The Service is free of charge. Knewco reserves the right to charge for localized installations of (part of) the Service and authorized 'behind-the-firewall' use of its features in and by commercial entities, and to modify any fees charged from time to time. If Knewco terminates your authorized user status or use of the Service as a result of breach of this Agreement, you will not be entitled to any refund of fees paid.

## **10. Knewco is Not Responsible for Third Party Materials or Content**

The Service relies in part on third party content indexed and used by the Service, and involves use of a third party media wiki environment. In addition, the Service contains links to third-party websites and may display third party advertising. Any third party content, websites, advertisements, and the media wiki environment are "Third Party Materials". The Third Party Materials are not under our control, and we are not responsible for the contents or the performance of any Third Party Materials. Use of Third Party Materials does not imply endorsement of, sponsorship of, or affiliation with the Third Party Materials by Knewco. Websites of merchants or advertisers are owned and operated by independent retailers or service providers, and therefore, we are unable to ensure that you will be satisfied with their products, services or business practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

## **11. Warranty Disclaimers and Limitations of Liability**

Knewco makes no representations or warranties of any kind regarding the Service or the Proprietary Materials. The Service and Proprietary Materials are

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YOU USE THE SERVICE AND THE PROPRIETARY MATERIALS AT YOUR OWN RISK, AND KNEWCO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR RELATING TO ANY OF ITS OPERATION, USE OR OTHER EXPLOITATION. You waive and covenant not to assert any claims or allegations of any nature arising from or relating to the operation, use or other exploitation of the Service or the Proprietary Materials, including any allegation or claim that Knewco has or should indemnify, defend, or hold you harmless from any claim or allegation arising from the operation, use or other exploitation of the Service or the Proprietary Materials.

UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM KNEWCO ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THE WEBSITE OR PROPRIETARY MATERIALS, EVEN IF KNEWCO HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## **12. Your Indemnity of Knewco; Termination of Use**

You agree to indemnify, hold harmless, and at their respective options, defend Knewco from all causes of action, claims and allegations (whether threatened or pending), costs, fees, charges, and expenses (including reasonable attorneys' and professionals' fees), judgments, damages, losses, and liabilities arising from or relating to the breach or alleged breach of your duties or obligations under this Agreement or your use of the Service or Proprietary Materials. For any indemnified matter, Knewco will have full control of the response thereto and the defense thereof, including any agreement relating to the settlement thereof, and you will cooperate fully with Knewco in such matter.

Knewco may, at its option, remove or delete any User-contributed Content or Submissions you may have submitted.

## **13. Digital Millennium Copyright Act Compliance**

Knewco complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material posted on the Service you may contact our Designated Agent at the following address:

Email: [info@knewco.com](mailto:info@knewco.com)

Any notice alleging that materials on this Service infringe intellectual property rights must include the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the materials on the Site of which you are complaining is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

#### **14. Link to the Privacy Policy**

Knewco is concerned about user privacy and operates the Service under the **PRIVACY POLICY** published at <http://www.knewco.com/files/privacypolicy.pdf>. We urge you to read this policy now and, because the policy is updated from time to time, later at your convenience.

#### **15. Applicable Law and Jurisdiction; Compliance**

The Service (excluding links) are controlled by Knewco and operated by Knewco from its offices in and around the State of Maryland, U.S.A. Although Knewco has made no effort to publish the Service elsewhere, because the Service is published on the World Wide Web it is accessible in all fifty states and other countries. As each of these places has laws that may differ from those of Maryland and from each other, and as you and Knewco both benefit from establishing a predictable legal environment in which to operate, use or otherwise exploit the Service, by using the Service you and Knewco agree that all matters arising from or relating to the use and operation of the Service will be governed by the substantive laws of the State of Maryland, without regard to its conflicts of laws principles. You agree that all claims you may have arising from or relating to the operation, use or other exploitation of the Service will be heard and resolved in the federal and state courts located in Maryland. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If you choose to gain access to the Service from locations other than Maryland, U.S.A., you will be responsible for compliance with all local laws of any such other location, and in no event will you use the Service or Proprietary Materials in violation of U.S. export laws or regulations.

#### **16. Miscellaneous Provisions**

No delay or omission by Knewco in exercising any of its rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by Knewco of any of the covenants, conditions

or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, “including” means “including but not limited to.” If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between you and Knewco regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. You agree that the electronic text of this Agreement constitutes a “writing” and your assent to the terms and conditions hereof constitutes a “signing” for all purposes.

### **17. Services and Ownership**

All services available through the Knewco and WikiProfessional websites are provided by Knewco, Inc., a Delaware Company. All Proprietary Materials available through the Knewco websites are owned by Knewco, Inc., a Delaware Company.