

## APPENDIX 1.2 – TERMS AND CONDITIONS FOR DATASET USERS

1. The AZ Dataset and any derivative work product, including without limitations notes, reports and summaries:
  - a) shall be used by the Dataset User solely and exclusively for the Data Factory Purpose as described in the *DF Use Case Specification*;
  - b) shall not be used, delivered or transmitted by any means by the Dataset User to or for the benefit of any third party; and
  - c) shall not be used by the Dataset User for any commercial purpose, including in any product for commercial use or distribution or for the purpose of producing any such product or providing any such service or clinical trial work, or to otherwise pursue a financial benefit (whether on behalf of the Dataset User or for a third-party).
2. The Dataset User may access the AZ Dataset through the Data Factory online.
3. The Dataset User may use the AZ Dataset or any part thereof without any obligation to name or refer to AstraZeneca or the authors of any data contained in the AZ Dataset.
4. The Dataset User may use the AZ Dataset to create synthetic data.
5. The Dataset User certifies and agrees to that any resulting computer code based on AZ Dataset and developed by the Dataset User shall be made available to the public domain through publishing it to GitHub (<https://github.com/>) under a MIT license (<https://opensource.org/licenses/MIT>).
6. The Dataset User certifies and agrees that the AZ Dataset or any parts thereof:
  - a) shall not be published; and
  - b) shall not be modified.
7. AI Sweden and AstraZeneca intend to publish a subset of the AZ Dataset and describe the AZ Dataset in an open access publication regarding the Hackathon (the “**Hackathon Publication**”). The Dataset User may reference the Hackathon Publication in any of its publications relating to its developed computer code based on the AZ Dataset.
8. AstraZeneca warrants that the AZ Dataset contains anonymized personal data or no personal data.
9. The Dataset User acknowledges that the AZ Dataset is AstraZeneca’s proprietary and confidential information and the Dataset User certifies and agrees that (a) the AZ Dataset shall be treated as confidential information and (b) not to disclose or share the AZ Dataset to any third party.
10. The AZ Dataset will remain the exclusive property of AstraZeneca. AstraZeneca’s provision of the AZ Dataset will not constitute an expressed or implied grant to the

Dataset User of any rights to or under AstraZeneca's patents, copyrights, trade secrets, trademarks or other intellectual property rights unless and to the extent otherwise expressly set forth herein.

11. The Dataset User acknowledges that that the AZ Dataset is provided "as is" and, to the maximum extent permitted by applicable law, AstraZeneca hereby disclaims and excludes any and all representations, warranties, conditions, or other terms, whether written or oral, expressed or implied, with respect to the AZ Dataset, including any representation or warranty of quality, performance, merchantability or fitness for a particular use or purpose.
12. The Dataset User acknowledges that to the fullest extent permitted by applicable law, AstraZeneca shall not be liable to the Dataset User whether for breach of contract, negligence or otherwise, with regard to the provision of the AZ Dataset.
13. The Dataset User acknowledges that the Dataset User will not offer, pay, request or accept any bribe, inducement, kickback or facilitation payment, and will not make or cause another to make any offer or payment to any individual or entity for the purposes of influencing a decision for the benefit of AstraZeneca.
14. The Dataset User warrants that the Dataset User has not engaged in any conduct that has resulted or may result in a criminal conviction, nor is it currently excluded, debarred, suspended, or otherwise ineligible to participate in government health care programs in any country. The Dataset User agrees to notify AstraZeneca immediately in the event the Dataset User becomes aware that it is investigated by any regulatory authority.
15. The Dataset User represents and warrants that the Dataset User does not have, and will not enter into, any legal or contractual obligations that would prevent the Dataset User from complying with its obligations under the Agreement.
16. The Dataset User represents and warrants that entering into the Agreement and performing the Data Factory Purpose hereunder does not, and shall not, cause such Dataset User to be in noncompliance with any policy or procedure of any institution or entity with which such Dataset User is affiliated.
17. If AI Sweden's license to the AZ Dataset is terminated, for any reason, the Dataset User's sub-license to the AZ Dataset will also be terminated.