

**END USER AGREEMENT
GEMINI - RESEARCHERS**

Name: _____

Title: _____

Email Address: _____

Institution: _____

I have requested a license (the “**License**”) to obtain and use any information or data (“**Data**”) in the parts of the GEMINI System, housed at HPC4Health at The Hospital for Sick Children (“**SickKids**”), for research purposes. The GEMINI System (as the same exists from time to time, including any upgrades, replacements, or supplements thereof) is an informatics platform of Unity Health Toronto (“**Unity**”) that permits the access to and analysis of Data.

I hereby agree to abide by the following terms:

1. I certify that the details of my identity that I have provided to Unity in association with applying for an account to access the GEMINI System are accurate.
2. I agree that I will only use the GEMINI System and the Data for the purpose of conducting approved scientific research (the “**Permitted Purpose**”) and not for any other purpose, including without limitation any commercial purpose, without the prior written consent of Unity.
3. Under no circumstances will I attempt to attribute, link, connect, reidentify or associate any Data with any natural person, nor provide it to any third party for those purposes. I acknowledge that I am bound by any statutory or contractual obligations to not attempt to contact a natural person from whose personal health information was derived to create any Data in the GEMINI System.
4. I will follow and adhere to GEMINI’s Data Governance Policy and associated policies. I agree that I understand them, and will be bound by them, including any updates or revisions from time to time.
5. I will not try to hack in to, or gain access to areas of the GEMINI System and Data which I am not authorized to access.
6. I will not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the software comprising the GEMINI System or any part thereof.
7. I will keep the login details of my account for the GEMINI System, including all passwords, strictly confidential. I agree that I shall be liable for any damage caused to the GEMINI System or any systems upon which the GEMINI System relies or is connected, on account of the use of my GEMINI account or login particulars, including third party access thereto.
8. I may use the Data for the Permitted Purpose provided I include the following language in any publication, or any presentation or disclosure of the Data, or works

derived from or including the Data as described in the Data Governance Policy, as amended from time to time on www.geminimedicine.ca:

“We would like to acknowledge the individuals and organizations that have made the data available for this research. The development of the GEMINI data platform has been supported with funding from the Canadian Cancer Society, the Canadian Frailty Network, the Canadian Institutes of Health Research, the Canadian Medical Protective Association, Green Shield Canada Foundation, the Natural Sciences and Engineering Research Council of Canada, Ontario Health, the St. Michael’s Hospital Association Innovation Fund, the University of Toronto Department of Medicine, and in-kind support from partner hospitals and Vector Institute.”

9. I will immediately provide written notice to the GEMINI Team at Unity upon gaining knowledge of the occurrence of any of the following: (i) unauthorized use of, or access to, the GEMINI System and/or the Data and (ii) abnormalities in the Data or evidence that certain Data is incorrect.
10. I will abide by all applicable laws that relate to the use of the GEMINI System and the Data.
11. Unity reserves the right to change, suspend, remove, or disable access to the GEMINI System or the Data at any time without notice. In no event will Unity be liable for the removal of or disabling of such access. Unity may also impose limits on the use of, or access to, the GEMINI System or the Data, as the case may be, without notice or liability.
12. If any aspect of the GEMINI System or the Data is governed by a separate license agreement, and the terms of that separate license agreement contradict or are otherwise incapable of being construed in conjunction with the provisions of this Agreement, the provisions of that separate license agreement shall take precedence over those contained herein.
13. I expressly acknowledge and agree that use of the GEMINI System and access to the data are at my sole risk. The GEMINI System and the Data and any services performed or provided by Unity in respect of the Data ("services") are provided "as is" and "as available", without implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. GEMINI does not warrant that the GEMINI System will meet my requirements, that the operation of the GEMINI System or services will be uninterrupted or error-free, be appropriate or available for use in any particular location, or that defects in the GEMINI System, the Data, or services will be corrected.
14. I acknowledge that to the extent not prohibited by law, in no event shall Unity be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data,

business interruption or any other commercial damages or losses, arising out of or related to my use or inability to use the GEMINI System or access the Data, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Unity has been advised of the possibility of such damages.

15. Any rights I have to access the GEMINI System and the Data are non-transferable and not exclusive.
16. My obligations under this Agreement with respect to access to the GEMINI System continue for the entire period over which I have access to it and provisions that would customarily survive termination include but are not limited to sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 18, 19.
17. No amendment to or modification of this Agreement will be binding unless in writing and signed by Unity.
18. This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.
19. The undersigned is hereby put on notice that the confidentiality and the terms of use of data are extremely important to Unity and any breaches of this End User Agreement will be vigorously prosecuted.

This End User Agreement is executed on this _____ day of _____, 20_____.

Signature