KEGG FTP ACADEMIC SUBSCRIPTION

FOR SERVICE PROVIDER

This is the **KEGG FTP Academic Subscription for Service Provider** ("Subscription") governing Your use of the KEGG FTP site for academic users.

In the spirit of academic cooperation, Kanehisa Laboratories serves the international research community with the freely available KEGG website. To ensure the ongoing financial support of the KEGG project, Kanehisa Laboratories is providing KEGG FTP access rights to academics for a fee. Kanehisa Laboratories has appointed Pathway Solutions Inc. for handling subscription services. To be able to access the KEGG FTP site and download and use KEGG FTP Data, you must first agree to the terms of this Subscription provided to You by Kanehisa Laboratories.

The following definitions are intended to clarify the various terms that we use in this document:

"Pathway", "Licensor" means Pathway Solutions Inc., the exclusive KEGG licensing agent, who shall process all subscriptions on behalf of Kanehisa Laboratories for all academic users.

"KEGG FTP Data" means any or all of the databases developed by Kanehisa Laboratories, provided electronically to authorized licensees via the KEGG FTP site located at ftp.kegg.net, any and all data contained therein, and any modified, updated, or enhanced version thereof.

"KEGG Based AI/ML Model" means assemblies generated from artificial intelligence and/or machine learning algorithms applied to KEGG FTP Data.

"Licensee", "You", "Your", etc. means you, the user of KEGG FTP Data, and your research group members in the same institution as you. You confirm that You are an employee or researcher of an academic or public institution, that You and your research group members are not working in collaboration with a commercial entity, and that You and your research group members are not providing for-profit products or services.

In consideration of Your agreement to comply with the terms and conditions of this Subscription, and provided that You pay an applicable subscription fee, the Licensor hereby grants You a non-exclusive, and non-transferable license ("License") to (i) access the KEGG FTP site and download KEGG FTP Data, (ii) use KEGG for your own personal research, (iii) publish the results of such research including KEGG FTP Data, (iv) provide a web-based service using KEGG FTP Data, conditional upon the terms described below ("Service"), and (v) provide a software product intended to be used with KEGG FTP Data, conditional upon the terms described below ("Product"). This License will terminate when your Subscription expires.

This Subscription does not grant You any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, functions or licenses in respect to the KEGG FTP Data not explicitly contained herein.

You agree to not distribute or share KEGG FTP Data that you obtain via this Subscription, except as included in your Product or Service. Your Product or Service must not allow Your users to obtain KEGG FTP Data, except in small quantities. Should You decide to offer your Product or Service commercially, You agree to obtain a commercial license from Pathway retroactively from the time You began developing your Product or Service.

Upon expiration or termination of this Subscription, You agree to delete all of KEGG FTP Data held by You and permanently destroy any KEGG Based AI/ML Model.

THERE IS NO WARRANTY FOR ANY OF THE DATA OR THE ACCURACY THEREOF, TO THE

EXTENT PERMITTED BY APPLICABLE LAW. THE LICENSOR PROVIDES THE KEGG FTP DATA "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE KEGG FTP DATA IS WITH YOU, THE LICENSEE. SHOULD THE DATA PROVE DEFECTIVE OR ERRONEOUS, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW WILL THE LICENSOR BE LIABLE TO YOU, THE LICENSEE, FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE KEGG FTP DATA (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE KEGG FTP DATA TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Subscription will be governed and construed in accordance with the Laws of Japan, applicable to contracts made and to be performed therein and shall be of the exclusive jurisdiction of the courts of the District of Tokyo or the District of Osaka.

for Service Provider and confirm that I am authorized to sign this agreement on behalf of my research group members.
Research group
Research group
Signature
Print name
Date

I agree to the terms and conditions of KEGG FTP Academic Subscription