

Scope

This End User License Agreement (EULA) applies to users of ONTOLOGY physical kits and ONTOLOGY software. It applies to all users of ONTOLOGY at both Research and Standard rates unless specified otherwise. Users must accept the terms of this agreement to use ONTOLOGY kits and software. This EULA supersedes all prior agreements or representations.

Warranty of ONTOLOGY Kits

The Centre for Biodiversity Genomics (CBG) guarantees that ONTOLOGY kits will yield a minimum of 95% success under ideal conditions for six months from the date of shipment. Ideal conditions are defined as:

1. Plates were stored at stable temperature in a refrigerator or freezer immediately upon receipt.
2. Plates were stored with their original seal.
3. Original plate seals from the production lab were not disturbed.
4. ONTOLOGY written protocols were followed exactly and all reagents used were unexpired and subject to proper storage conditions.
5. Plates were used with 1–100 ng of purified DNA. NOTE: ONTOLOGY's alkaline lysis protocol does not return purified DNA and therefore often returns lower success rates.

ONTOLOGY kits are stable at room temperature for at least two months and have been shown to last over one year with constant refrigeration. Rapid temperature changes can cause condensation that degrade freeze-dried reagents. If plates are stored at freezing temperatures, care must be taken to avoid freeze-thaw cycles. If not using plates immediately after retrieving from a freezer (e.g., transporting to field), plates should be moved to a refrigerator as an intermediate step. ONTOLOGY PCR plates are extensively tested in the production laboratory and only lots with $\geq 98.9\%$ success (95/96 wells) across all plates dispatched. If ONTOLOGY kits fail to yield the guaranteed 95% under ideal conditions within the warranty period, CBG will either refund the purchase or replace it.

Support & Maintenance

CBG provides all documentation necessary to successfully use ONTOLOGY kits and software. CBG staff will strive to resolve all queries and address challenges that are directed to support@ontology.bio within the warranty period. Outside of the warranty period, support services are provided at CBG's discretion and may be discontinued at any time.

Shipping & Delivery

CBG assumes no responsibility for shipments once they have been dispatched. End users are responsible for providing all information that is required for timely shipping on the ONTOLOGY order form.

Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of law principles. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in Ontario, Canada.

Validity of Results

The user accepts responsibility for the quality of the data returned by ONTOLOGY. ONTOLOGY software is provided 'as-is'. Although ONTOLOGY was extensively tested, CBG and ONTOLOGY developers provide no guarantees about the accuracy of results.

Data Ownership

ONTOLOGY users own their own data and CBG makes no claims to own the data users generate with ONTOLOGY. Once data are uploaded to BOLD and transferred to the user's project, the users have full control over records.

Permitted Use of ONTOLOGY Software & Kits

ONTOLOGY kits and software must be used exclusively for their intended purpose and in accordance with the laws of any relevant jurisdiction. For example, it is not permitted to use ONTOLOGY to sequence DNA in a region where a research permit is required unless users have such a permit. Intentional sequencing of human DNA using ONTOLOGY kits is not permitted under any circumstance.

Uploading of Barcode Data to BOLD

The ONTOLOGY development team will facilitate the upload of ONTOLOGY data to BOLD for data that are generated using ONTOLOGY kits. Data must be submitted to the development team via the 'Submit to BOLD' page in the DNA barcoding workflow. Users of the software in custom mode must upload their own data to BOLD, but can contact support@ontology.bio if questions arise.

Limitation of Liability

To the maximum extent permitted by applicable law, ONTOLOGY software is provided "as is" and "as available," without warranties of any kind. In no event shall CBG, its officers, employees, developers, or affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of data, research delays, reputational harm, or business interruption, arising out of or relating to the use of ONTOLOGY, even if advised of the possibility of such damages.

ONTOLOGY Name & "O Logo"

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Acknowledgement

CBG expects users of ONTOLOGY to acknowledge its use via formal citation when it underpins publications or reports. The citation for ONTOLOGY is:

Paul DN Hebert, Emine Ozsahin, Ken A Thompson, Robin M Floyd, Saeideh Jarfapour, Sean WJ Prosser. ONTOLOGY – Enabling Nanopore Sequencing for DNA Barcoding and Metabarcoding. Manuscript in Prep.