SEMANTIC SCHOLAR DATASET LICENSE AGREEMENT

NON-COMMERCIAL USE

THIS SEMANTIC SCHOLAR DATASET LICENSE AGREEMENT ("AGREEMENT") IS BY AND BETWEEN THE ALLEN INSTITUTE FOR ARTIFICIAL INTELLIGENCE, LOCATED AT 2157 NORTH NORTHLAKE WAY, SUITE 110, SEATTLE WA 98103 ("AI2" OR "US") AND THE INDIVIDUAL OR LEGAL ENTITY ("LICENSEE" OR "YOU") WHO IS LICENSING DATA FROM AI2.

BY EXECUTING THIS AGREEMENT, OR OTHERWISE ACCESSING THE DATA, LICENSEE EXPRESSLY ACCEPTS AND AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL AGREEING TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY AND "LICENSEE" SHALL REFER HEREIN TO SUCH ENTITY.

This Agreement is effective as of the date You (i) accept the Agreement by clicking "I Accept" or similar or (b) access the Data, whichever is earlier.

1) **Definitions**. Capitalized terms used herein have the following definitions:

   a) "**Data**" means any journals, articles, metadata, abstracts, pdfs and full-texts and any other content types provided to Licensee by AI2.

   b) "**DOI**" means a Digital Object Identifier which is a unique universal identifier associated with a paper, journal or author.

2) **License Grant**. Effective as of the Effective Date, AI2 grants to Licensee a worldwide, perpetual, non-exclusive, non-transferable, non-sublicensable license to use and make derivatives of the Data only for Licensee's non-commercial, internal operation and use and subject to the further provisions below.

3) **Restrictions**. The foregoing License is limited. Licensee may not: (a) copy or use the Data in any manner except as expressly permitted in this Agreement; (b) transfer, sell, rent, lease, commercialize, lend, distribute, or sublicense the Data to any third party; (c) reverse engineer, disassemble, or decompile the Data (except to the extent such restrictions are prohibited by law); (d) alter or remove any proprietary notices in the Data; (f) use the Data for any purpose that is unlawful or prohibited by this Agreement or otherwise. If Licensee do not comply with the License terms or the foregoing restrictions, AI2 may terminate this Agreement immediately. Further, any and all commercial use of the Data is strictly prohibited. Prohibited commercial use includes, but is not limited to, selling, leasing, or licensing the Data for monetary or other commercial gain, using the Data in connection with business functions or operations, or embedding or installing the Data into products for Licensee own commercial gain or for the commercial gain of third parties. If Licensee are uncertain as to whether Licensee contemplated use of the Data is permissible, do not use this Data and instead contact AI for further information.

4) **Proprietary Rights**. Other than the License granted in <u>Section 2</u> above, AI2 and its licensors retain all right, title and interest in and to the Data and all components thereof, including all patent, copyright, trademark, and trade secret rights.   Licensee agree and acknowledge that any feedback, suggestions, ideas, comments, improvements or other input ("Feedback") about the Data provided by Licensee to AI2 is voluntarily given, and AI2 shall be free to use the Feedback as it sees fit without obligation or restriction of any kind.

5)   **Warranty.** AI2 warrants that it has the right to make the Data available to Licensee as provided for in and subject to this Agreement and in accordance with applicable law. The warranties under this Section do not apply to any noncompliance resulting from any use not in accordance with this Agreement. **EXCEPT FOR THE LIMITED WARRANTY IN THIS SECTION, THE DATA IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND. AI2 DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.**

6) **Federal Agency Licensee.**

Notwithstanding anything to the contrary contained in this Agreement, if You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed exclusively in accordance with the federal laws of the United States of America in an appropriate venue. Further, and notwithstanding anything to the contrary in this Agreement, terms that include indemnifications and warranties, acceptances of and/or limitations of or releases of liabilities, and terms concerning claims, demands, complaints and disputes will be subject to and limited by the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 346(b), 2401-2402, 2671-2672, 2674-2680) or other applicable governing authority. Specific legal remedies or limitations thereof, or limitations of or acceptance of liabilities cited herein are subject to the those traditionally available in law suits against the Federal government and/or are specifically permitted by Federal law. Agreements are renewed only upon acceptance. Any additional terms or conditions, future modifications to such or documents incorporated by reference, attached as exhibits or other attachments now or at any future date are subject to this clause. No funds are obligated by this agreement. Fines, penalties or fees shall not apply. All confidentiality provisions or use of information provisions contained herein are subject to the provisions of Federal law, including the Freedom of information Act, the Whistleblower Protection Act (hereby incorporated herein) and other pertinent Federal laws and regulations governing confidential or proprietary or otherwise protected information.

7)   **Limitation of Liability.**

a) <u>Indirect Damages</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE PROVIDED SPECIFICALLY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN ANY WAY RELATING TO OR IN CONNECTION WITH THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

b) <u>Aggregate Liability</u>. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED $10,000.

c) <u>Exclusion - Violations of Law</u>. The limits in <u>Section 7(a)</u> and <u>Section 7(b)</u> above do not apply to damages incurred by a party due to the other party's violation of applicable laws.

8) **Compliance with Laws**. Each party will comply with all applicable local, state, national, and international laws and regulations with respect to AI2's license and Licensee use of the Data.

9) **General**.

a) If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

b) The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. All waivers must be in writing and signed by both parties.

c) All notices permitted or required under this Agreement will be in writing and will be delivered in person, by confirmed facsimile, overnight courier service or mailed by first class, registered or certified mail, postage prepaid. Such notice will be deemed to have been given upon receipt.

d) This Agreement will be governed by the laws of the State of Washington, U.S.A., excluding its conflicts of law rules.

e) Any amendment or modification to the Agreement must be in writing signed by both parties.

f) In the event of a conflict between this Agreement and other applicable documents between the Parties, the terms of this Agreement will apply and will take precedence.