

## NON-COMMERCIAL TERMS OF USE

By submitting an application for no cost, non-commercial use of Dimensions & Altmetric (“Application”) or agreeing to the scope of an Application as a project collaborator and / or making any use of the Services pursuant to an Application, you agree to comply with these terms as part of a legally binding contract with Digital Science. Please print and retain a copy for your future reference. References in these terms to: “Digital Science” means Digital Science & Research Solutions Inc. with offices at 625 Massachusetts Ave, Cambridge, MA 02139 USA; “you” or “your” or similar means the applicant and/or collaborators, as the context requires; and “Services” means the products / services you are given access to, including all content and data made available via the same or otherwise, pursuant to an Application (“Data”).

In consideration of the mutual promises and undertakings contained herein, you agree with Digital Science as follows:

### 1. APPROVED PROJECT

If an Application is accepted, this will be confirmed in writing together with details of the specific Dimensions and/or Altmetric products and services we will grant you access to (the “**Project Approval Confirmation**”). The Project Approval Confirmation may include limits on how you can use the Services that mean you cannot use or permit the use of the Services for everything requested in the Application. You must only use the Services for the non-commercial purposes defined in the Application, subject to those limits (the “**Approved Project**”). The Approved Project shall not extend to the publication or other external use of the Data unless specified in the Project Approval Confirmation. You must not use or permit the use of any part of the Services in any way or for anything not clearly specified in the Application, or contrary to the Project Approval Confirmation. To the extent there is any conflict or inconsistency between the Application, the Project Approval Confirmation and / or these terms, the latter in each case shall prevail.

### 2. LIMITED RIGHTS

Digital Science grants you a non-exclusive, non-sublicensable, non-transferable, revocable right to use the Services set out in the Project Approval Confirmation during the period specified in the Project Approval Confirmation solely to the extent reasonably required for the Approved Project, subject at all times to these terms, including the Acceptable Use Terms at [https://terms.dsrsi.com/public/noncommercialterms\\_acceptableuse](https://terms.dsrsi.com/public/noncommercialterms_acceptableuse). You must comply with all relevant user manuals and guidelines and any usage restrictions or other additional terms referenced on any part of the Services, including copyright notices on any content / data, or otherwise that you are given notice of, and agree that any unauthorised use will result in the automatic termination of any rights granted to you. Where multiple versions of any content / data are made available, you undertake to use the most up-to-date version only (and delete all historic content / data, if requested to do so). You acknowledge that the Services are protected by copyright, trade secrets and other proprietary rights, including a result of the selection / arrangement of the Data and the substantial investment made in its compilation and as collective works and/or compilations, which shall be retained by Digital Science as its sole and exclusive property (or that of its licensors). Upon termination and unless otherwise expressly specified in the Project Approval Confirmation, you shall delete all Data. If the retention of any Data is expressly permitted, this permission shall not apply where this Agreement has been terminated in circumstances of your breach and it shall be limited to the retention of a single copy (of the relevant part) to the extent strictly necessary for the sole, internal purpose of corroborating any analyses carried out as part of the Approved Project in accordance with this Agreement. For the avoidance of doubt, such retained Data may not be re-used for any purpose (commercial or non-commercial) and shall remain subject to the terms of this Agreement, and Digital Science reserves the right to require its deletion at its absolute discretion upon written notice.

### 3. ATTRIBUTION / PUBLIC STATEMENTS

You will clearly and prominently acknowledge use of the Services as part of the Approved Project. You will give Digital Science prior notice of any presentations, publications, blog posts and other such outputs that result from the Approved Project. Prior to, or as soon as practicable after, publication of any results of the Approved Project, if requested, you will work with Digital Science to agree a simple, blog post or press-release to describe the nature of Digital Science’s contribution to, and findings of, the Approved Project. If the content of such message and/or where it should be posted cannot be agreed within a reasonable period, Digital Science and its affiliates shall be free to post (in good faith) its own response to the findings of the Approved Project, which may include a link to the published results and/or reasonable extracts relating to Digital Science’s contribution.

### 4. TERM & TERMINATION

This Agreement shall continue for the Project Period, unless terminated earlier in accordance with its terms. Either party may suspend or terminate this Agreement immediately by notice to the other for any breach of this Agreement or on 30 days’ notice. Upon termination or written request, a party shall cease all use of the Confidential Information and intellectual property of the other party, and delete or destroy all copies of the same, and in particular, you shall not use any part of the Service or other proprietary rights of Digital Science from termination unless otherwise agreed in writing. Termination of this Agreement will be without prejudice to any accrued rights of either party. All provisions of this Agreement which are expressly or by their nature intended to survive termination shall so survive, including the confidentiality / security obligations, which will continue for as long as any Confidential Information and / or Data is retained.

## 5. APPLICANT / COLLABORATORS

You shall not allow or permit access to any part of the Services, including any Data, to any person except collaborators involved in the Project and named in the Project Approval Confirmation ("Collaborator(s)", together with the Applicant, the "Team Members") who: (i) if you are the Applicant, you have received notice from Digital Science has agreed to these terms; (ii) if you are a Collaborator, you have acknowledged your acceptance of these terms to us.

If you become aware of any unauthorised use, security or other breach relating to any part of the Services, including by any other Team Member, you shall immediately notify Digital Science in writing with details and shall provide such assistance as it may reasonably request to investigate, stop and mitigate such breach, and to prevent its recurrence. Without prejudice to the foregoing, you must not permit access to any part of the Services by any person you are aware has breached these terms.

You warrant and represent that all information you have provided to Digital Science in connection with the Application, which you acknowledge Digital Science has relied on in granting the rights set out herein, is accurate and complete and shall immediately notify Digital Science of any change or likely change in such information.

You agree that your details will be shared with other Team Members in connection with the Application and their compliance with this Agreement. If you are the Applicant, you acknowledge that we will consider you to be the Project lead for the purposes of this Agreement, and you will be responsible for ensuring the Collaborators' compliance with this Agreement.

## 6. CONFIDENTIALITY

Each party: shall not at any time disclose or make available any information of a confidential nature, in whatever form, including any compilation of otherwise public information in a form not publicly known, it receives pursuant to this Agreement ("Confidential Information"), including the terms of this Agreement, to any person other than its employees, agents and representatives on a need-to-know basis; and shall ensure that any person to whom it discloses the other's Confidential Information complies with this clause. Each party shall use the Confidential Information of the other only to the extent necessary and for the purposes it is provided as expressly set out in this Agreement, and shall protect and maintain the security and confidentiality of the same at all times, including by taking all reasonable precautions in accordance with good industry practice, at least as great as those it takes to protect its own Confidential Information.

Nothing in this clause shall: prevent a party from disclosing any Confidential Information to the extent required by applicable law, or a court or regulatory body of competent jurisdiction, provided it uses all reasonable efforts (if permitted by law) to notify the disclosing party and give the disclosing party a reasonable opportunity to challenge the disclosure; have the effect of limiting any other duties of confidentiality you might owe to Digital Science, including under any separate confidentiality agreement; or apply to disclosures made to Team Members or other third parties with your permission.

## 7. NO WARRANTY

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE BEING PROVIDED FOR NO PAYMENT AND AS SUCH IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AVAILABILITY, COMPLETENESS OR NON-INFRINGEMENT.

Digital Science shall have no liability whatsoever, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, under or in connection with this Agreement or use of any part of the Service for: any loss of data, profits, business or savings or depletion of goodwill; any special, punitive, indirect or consequential loss; any amount in aggregate above \$1,000.

## 8. GENERAL

Nothing in this Agreement shall: limit or exclude liability for fraud or to the extent not otherwise permitted by applicable law; nor prohibit any activity that may not be prohibited by applicable law, it being agreed that you will notify Digital Science with full details before carrying out any such activity not expressly permitted in this Agreement, and all other provisions shall be construed accordingly.

If Digital Science has reason to believe you have not complied with this Agreement, you shall give Digital Science (or its nominated agent) access on reasonable notice (including following termination) to such systems, premises and information and otherwise co-operate as it may request to assess such compliance.

By providing feedback, suggestions and improvements in connection with the Services, we you may do at your discretion, you irrevocably grant all rights necessary for their use for product improvement purposes and otherwise as Digital Science may choose.

If you are part of or otherwise belong to an institution, organisation or other entity (an "Organisation"), you will be responsible for ensuring that you have authority to bind that Organisation to this Agreement, which you warrant and represent by accepting this Agreement unless you are a Student User, notwithstanding that no rights granted hereunder will extend to use by (or for the benefit of) any division, department, team or other sub-group within that Organisation beyond the specific sub-group (if any) to which you belong specified in the Application. A "Student User" means a student or researcher accredited to (but not a member of staff of) the

Organisation that is using the Service in a personal capacity exclusively for their own private study and academic research purposes independent of others.

Any notice given under this Agreement shall be in writing and served by hand, recorded mail, or by-email at such address as the relevant party may designate to the other in writing from time to time, which in respect of you shall include any address included in the Application (with a copy sent to legal@digital-science.com in the case of legal notices to Digital Science). Any such notice shall be deemed to have been served at the time of delivery.

This Agreement (and any related confidentiality agreement) constitutes the entire agreement and understanding of the parties relating to its subject matter; and may be varied only by a document signed by Digital Science and the Applicant, but may be executed as counterparts which together shall constitute one agreement. This Agreement is personal to the parties, save that Digital Science may assign its rights and transfer its obligations to an affiliate or successor of its business. Nothing in this Agreement and no action taken by the parties shall constitute or be deemed to constitute a partnership, association, joint venture or other cooperative entity, nor authorise either party to act as agent for the other. No breach of this Agreement shall be waived or discharged except in writing. You may not transfer or assign this agreement in whole or in part. No term of this Agreement may be enforced by a third party other than an affiliate or licensor of Digital Science. A party shall be entitled to the remedies of injunction or other equitable remedy for any threatened or actual breach in any court of competent jurisdiction. You shall reimburse Digital Science on demand for any liabilities, costs and expenses (including attorney's fees and court costs) it may incur enforcing its rights arising from Researcher's breach of this Agreement. If any provision of this Agreement is or becomes for any reason whatsoever invalid, illegal or unenforceable, it shall be divisible and deleted from this Agreement and the validity of the remaining provisions shall not be affected in anyway. References to "includes" and "including" and similar shall mean including without limitation.

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the Applicable Laws (without regard to the conflicts of law principles of any jurisdiction) and subject to the exclusive jurisdiction of the Applicable Jurisdiction (save as provided above). If the primary address listed in the Application is in North America, then: the "Applicable Laws" shall be the laws of the State of New York, United States otherwise they shall be English laws; and the "Applicable Jurisdiction" shall be any federal or state court located in the County of New York, State of New York, United States otherwise it shall be the English courts.

#### **Additional notes relating to GBQ Data Services**

Access to the data tables is primarily intended for use by the End Users within the Google Cloud infrastructure (at all times via accounts controlled by you, or administered by Digital Science on your behalf) and not the creation of local copies of the Data or other data tables. Where exports are required, this should be defined in the Order Form and any such approved exports should be limited to what is necessary for the particular analytical task being performed, which must be carried out in a secure and monitored environment not multiple or undefined use cases. If an End User requires access to substantial volumes of Data outside of the GBQ infrastructure, or to give access to non-End Users, please let Digital Science know so it can advise on the most appropriate means of getting that access. Digital Science reserves the right to impose such export limits and usage guidelines as it considers are reasonable and to require the deletion of exported Data that Digital Science does not consider at its discretion to be fair use.

To access Data, you require your own Google Cloud Platform billing account and is responsible for paying associated charges (including data usage charges) in respect of such account to Google, save to the extent other billing arrangements have been agreed. Sharing of information with Google in connection with such account is hereby authorized.

The operation and availability of the Google Cloud infrastructure is outside of Digital Science control and responsibility.