

Science ONLINE JOURNALS CONSORTIAL LICENSE AGREEMENT

THIS LICENSE IS AGREED the 20th day of April 2018

BETWEEN

1 The American Association for the Advancement of Science, 1200 New York Avenue, NW, Washington, DC 20005 USA. (The "Publisher")

2 Corporación Cincel (AAAS#20205494), with its principal office at Moneda 1375, piso 13, Santiago, Región Metropolitana 750-0832, Chile (The Consortium) on behalf of the Members of the Consortium.

WHEREAS the Publisher holds the rights granted under this License;

AND WHEREAS the Consortium desires to enable Members of the Consortium to use the rights and the Publisher desires to grant to the Consortium the license to enable Members to use the rights for the Fee, subject to the terms and conditions of this License.

IT IS AGREED AS FOLLOWS:

1. KEY DEFINITIONS

- Authorized Users:**
- (i) current employees/faculty of a Member who are doing work or conducting research for a Member's institution who are authorized to access the Secure Network;
 - (ii) current contractors or visiting faculty doing work or conducting research for a Member's institution who are authorized to access the Secure Network;
 - (iii) retiree or emeritus faculty of a Member institution who are authorized to access the Secure Network;
 - (iv) where applicable, individuals who are currently, officially enrolled as a registered student of a degree program at the Member's institution who are authorized to access the Secure Network;
 - (v) walk-in users who are permitted to use the Member institution's library or information services and who are authorized to access the Secure Network, but only while on the physical premises of the Member institution; and
 - (vi) Other users as may be authorized in writing by and at the sole discretion of the Publisher.

Commercial Use: Use for the purposes of monetary reward (whether by or for the Consortium or a Member or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, neither recovery of direct cost by a Member from Authorized Users, nor use by a Member or by an Authorized User of the Licensed Materials in the course of research funded by a commercial organization, is deemed to be Commercial Use.

Course Packs: A collection or compilation of extracts, chapters, or articles assembled by Authorized Users for use by Authorized Users in specific courses of instruction offered by a Member.

- Electronic Reserve:** Electronic copies of extracts, chapters, or articles made and stored on the Secure Network by a Member for use by Authorized Users in connection with specific courses of instruction offered by a Member.
- Fee:** The Fee for subscription access to the Licensed Materials set out in the Price Quote Spreadsheet approved by the Consortium and Publisher and/or the subscription invoice), inclusive of any applicable annual maintenance fees.
- Library Premises:** The physical premises of the library or libraries operated by a Member.
- Licensed Materials:** The electronic journals/resources subscribed to by Members, as set out on the Price Quote Spreadsheet approved by the Consortium and Publisher and/or on the subscription invoice . These resources may include:
1. *Science* (online version): Full text *Science* issues from 1997 to the present
 2. *Science Classic*: Full text *Science* issues from 1880 through 1996
 3. *Science Signaling*: Information selected and vetted by authorities in the field of signal transduction research, including original Perspectives, Reviews, and Protocols
 4. *Science Translational Medicine*: Peer-reviewed Research, Perspectives, Reviews, and Commentary focusing on basic, translational, and clinical research and its application
 5. *Science Immunology*: original, peer-reviewed, science-based research articles that report critical advances in all areas of immunological research, including important new tools and techniques.
 6. *Science Robotics*: original, peer-reviewed, science- or engineering-based research articles that advance the field of robotics and editor-commissioned reviews.
- License Term:** The period of time this license shall be in effect, corresponding to the Subscription Year(s) identified in ANNEX A..
- Member** A non-profit university, other educational institution or research organization that is in membership of the Consortium, is listed in the attached ANNEX A, and which has agreed by virtue of its membership to be bound by the terms and conditions of this License as a party to it.
- Secure Network:** A network (whether a standalone network or a virtual network within the Internet) which is only accessible to Authorized Users approved by Member whose identity is authenticated at the time of log-in and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by Member.
- Server:** The server, either the Publisher's server or a third party server designated by the Publisher, on which the Licensed Materials are mounted and may be accessed.
- Subscription Year:** A period equal to the publication of one year's worth of issues of *Science*; Subscription Year start and end dates are listed in ANNEX A.

2. AGREEMENT

The Publisher agrees to grant to the Consortium the non-exclusive and non-transferable right, throughout the world, to give Members and Authorized Users access to the Licensed Materials via a Secure Network, subject to the terms and conditions of this License, and the Consortium agrees to pay the Fee. Access to any new titles subscribed to by a Member during the License Term is subject to this License upon confirmation of the Price Quote Spreadsheet by the Member and start of access for that title.

3. ACCESS TO LICENSED CONTENT

- 3.1 Authorization for access to the Licensed Materials shall be based upon acceptance by the Publisher of the Consortium's completed order form (for new customers only) and receipt of the Fee.
- 3.2 Access to the Licensed Materials is provided via IP address or via single sign-on services (e.g. Shibboleth).
- 3.3 Members may use a Secure Proxy Server to permit Authorized Users who are not walk-in users to access the Licensed Materials from places where these users perform their work or studies (such as homes, offices, halls of residence, and student dormitories). A "Secure Proxy Server" must require authentication (a person must enter a username and password that proves they are an Authorized User permitted to access the Licensed Materials remotely). Access to the site via open proxies and other non-authenticated proxy servers is prohibited.
- 3.4 Publisher reserves the right at its discretion to change the formats in which the Licensed Materials are published with three months' notice of any such change to the Consortium.
- 3.5 With the exception of *Science* and *Science Classic*, Publisher reserves the right to discontinue any web publication without penalty. In the event that a web publication is discontinued, Publisher will pay Consortium a prorated portion of the subscription amount.
- 3.6 The Publisher reserves the right at any time to withdraw from the Licensed Materials any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable.
- 3.7 Publisher intends for the site to be available 24-hours per day, 7 days per week. However, Publisher will not be liable for damages or refunds should the site become unavailable temporarily or access to the site becomes slow or incomplete due to system back-up procedures, regular maintenance (which typically occurs 8-10am Pacific time each Saturday), Internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause beyond the control of Publisher (including, but not limited to force majeure events, networking problems, IP address changes) which may from time to time make the site inaccessible for Authorized Users. If the site cannot be accessed by a Member in conformance with the terms of this License, the Consortium or Member shall immediately notify Publisher and Publisher shall use reasonable efforts to restore access as soon as possible. In the event that Publisher fails to repair access within 48 hours, Publisher shall make adjustments to ensure the Member receives the access Member has paid for under this License upon Member's request.
- 3.8 Publisher has partnered with CLOCKSS to safeguard access to content in the *Science* family of journals in the event of an unforeseen "trigger event" such as a natural disaster. Under the agreement, content will be preserved in CLOCKSS ejournals and ebooks, across a geographically and geopolitically distributed network of redundant archive nodes, located at 12 major research

libraries around the world. In the unlikely event of an earthquake or other unforeseen scenario that might otherwise limit access to *Science* online journals content, it will remain protected and available, via the CLOCKSS network.

4. USAGE RIGHTS

- 4.1 Member and their Authorized Users may make all use of the Licensed Materials as is consistent with fair use under copyright law. Nothing in this License shall be interpreted to limit in any way whatsoever any Member's or any Authorized User's fair use rights under copyright law to use the Licensed Materials.
- 4.2 Additionally, the Members, subject to the Prohibited Uses clause below, may:
 - 4.2.1 Allow Authorized Users to have access to the Licensed Materials from the Server via the Secure Network;
 - 4.2.2 Occasionally provide single printed or electronic copies of single articles at the request of individual Authorized Users;
 - 4.2.3 Provide Authorized Users with integrated access and an integrated author, article title and keyword index to the Licensed Materials;
 - 4.2.4 Display, download or print discrete portions of the Licensed Materials on occasion for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users;
 - 4.2.5 Submit articles and excerpts from the Licensed Materials to regulatory agencies in connection with applications for drug and product approval provided that such uses do not amount to commercial redistribution for direct profit; provided each article or excerpt from the Licensed Materials contains a credit line noting the original appearance of the article in its appropriate journal; provided any portion of the Licensed Materials used for these purposes looks identical to the original material; and provided such use does not present any material from the Licensed Materials in any manner that implies that Publisher endorses the Consortium or any of the Consortium's products or services;
 - 4.2.6 Supply a Patent Applicant with copies (in print or electronic format) of individual articles of the Licensed Materials and to store print copies of such articles for the Member's internal use, solely in connection with the patent application process provided each article or excerpt from the Licensed Materials contains a credit line noting the original appearance of the article in its appropriate journal; provided any portion of the Licensed Materials used for these purposes looks identical to the original material; and provided such use does not present any material from the Licensed Materials in any manner that implies that Publisher endorses Member or any of the Member's products or services;
 - 4.2.7 Submit articles and excerpts from the Licensed Materials when required by law for use in legal proceedings provided each article or excerpt from the Licensed Materials contains a credit line noting the original appearance of the article in its appropriate journal; provided the use is otherwise without modification to the original material; and provided such use does not present any material from the Licensed Materials in any manner that implies that Publisher endorses Consortium or any of the Consortium's products or services;
 - 4.2.8 Supply single copies of articles (either digital or paper copies), from the Licensed Materials, to health professionals or other persons legitimately requesting medical information in relation to the medical, therapeutic or technical use and support of any of the Consortium's products under the following conditions only: (a) Such copies must be free-standing with no additional material affixed to or printed on them; (b) The copies

must carry, without modification, those copyright notices already incorporated in the Licensed Materials; (c) Recipients must be instructed not to further distribute the copies; (d) This use of Licensed Materials is restricted to responding to enquiries (reactive use). For the avoidance of doubt, it excludes the proactive or multiple supply of articles for marketing, sales or other purposes, including any activity which would replace a subscription or the purchase of reprints;

4.2.9 Practice Inter Library Loan (ILL) of articles or components of the Licensed Materials for noncommercial use in compliance with Section 108 of the United States Copyright Law (17 USC 108, "limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 for the Guidelines for Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyrighted works. Additionally, Member may supply single copies of articles to a requesting library by electronic transmission for ILL purposes as described above provided the requesting library is instructed to delete the electronic file immediately after delivery to the end user and provided the end user is instructed not to further distribute the article copy.

4.3 Authorized Users, subject to the Prohibited Uses below, may:

4.3.1 Search, view, retrieve and display the Licensed Materials;

4.3.2 Occasionally electronically save individual articles or items of the Licensed Materials for personal use;

4.3.3 Print off a discrete copy of parts of the Licensed Materials on an occasional basis;

4.3.4 Distribute a copy of individual articles or items of the Licensed Materials in print or electronic form on an occasional basis to other Authorized Users; for the avoidance of doubt, this sub-clause shall include the distribution of a copy for teaching purposes to each individual student Authorized User in a class at the Member's institution;

4.3.5 Distribute in print or electronic form to a colleague, minimal, insubstantial portions of the Licensed Materials, for the purposes of personal, scholarly, or scientific research and communication provided it is not for any Commercial Use and is consistent with fair use under copyright law;

4.3.6 Incorporate reasonable portions of the Licensed Materials in printed Course Packs and Electronic Reserve collections for the use of Authorized Users in the course of instruction at a Member's institution, but not for Commercial Use. Each such item shall carry appropriate acknowledgement of the source, listing title and author of the extract, title and author of the work, and the publisher. With Electronic Reserve, Authorized User or Member agrees to remove content at the end of the specific course of instruction. Course packs in non-electronic non-print perceptible form, such as audio or Braille, may also be offered to Authorized Users who, in the reasonable opinion of the Member, are visually impaired;

4.3.7 Non-commercial Members' Authorized Users may use the Licensed Materials for text and data mining, for purely internal non-commercial research purposes, for as long as the Member maintains a subscription to the Licensed Materials, subject to the terms and conditions in ANNEX B below. Corporate Entities and/or Members who are interested in using the Licensed Materials for text and data mining projects that are commercial in nature or that are for external activities or purposes should contact the AAAS Licensing Department to negotiate a separate License Agreement.

5. PROHIBITED USES

- 5.1 Neither the Consortium nor any Member nor any Authorized User may, except as otherwise permitted by written permission of Publisher or by separate agreement signed by both Parties:
 - 5.1.1 Remove, cover, obscure, or alter the authors' names or the Publisher's copyright notices, trademarks, logos, or other means of identification or disclaimers as they appear in the Licensed Materials;
 - 5.1.2 Systematically or regularly make print or electronic copies of multiple extracts of the Licensed Materials for any purpose, except as provided in the Usage Rights section above;
 - 5.1.3 Except as otherwise permitted in ANNEX B, mount or distribute any part of the Licensed Materials on any electronic network, including without limitation the Internet and the World Wide Web, other than as permitted herein on the Secure Network;
 - 5.1.4 Download portions or articles from the Licensed Materials for the purpose of creating systematic and persistent local copies (not including transient, dynamic caches of individually requested material) for redistribution;
 - 5.1.5 Use articles or portions of the Licensed Materials for any Commercial Use (e.g., printing to resell or redistribute to nonpaying or non-authorized users);
 - 5.1.6 Use any automated computer program or activity to search, index, test, download, or grab information from the Licensed Materials (including but not limited to web robots, spiders, and crawlers) that has a negative impact on Publisher's Server or on the use of the Licensed Materials by others.

6. CONSORTIUM AND MEMBER RESPONSIBILITIES

- 6.1 Each Member is responsible for confirming that all IP addresses in the range registered for access are under its administrative control for the use of individuals who meet the Authorized Users criteria above. Publisher requires notification within 10 days when a Member changes IP addresses from one account to another because of merger, acquisition, partnership, or spin-off.
- 6.2 With regard to Secure Proxy Servers, each Member must ensure that users are authenticated and restricted to Authorized Users permitted to access the Licensed Materials remotely.
- 6.3 While Members are not bound to monitor or enforce the specific uses of the Licensed Materials made by Authorized Users, each Member is responsible for creating and maintaining reasonable security measures, and for regularly communicating policies and restrictions to ensure that only Authorized Users will access and use the Licensed Materials in accordance with the terms of this License.
- 6.4 Each Member will be responsible for all costs necessary for accessing and viewing the Licensed Materials including equipment, software, phone lines, telecommunications, and Internet connections.

- 6.5 In the event that Consortium and/or a Member becomes aware of abuses of the site emanating from any Member's locations, Consortium and/or Member will notify the Publisher, and the parties will cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, Publisher has the right to suspend access to the affected portion of the Member's site.

7. PUBLISHER RESPONSIBILITIES

- 7.1 The Publisher warrants that the Licensed Materials used as contemplated by this License do not infringe the copyright or any other proprietary or intellectual property rights of any natural or legal person. The Publisher shall indemnify and hold the Consortium and Members harmless from and against any liability arising out of any legal action taken against the Consortium and/or a Member claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this License for any reason. This indemnity shall not apply if the Consortium or Member has amended the Licensed Materials in any way not permitted by this License.
- 7.2 The Publisher shall:
- 7.2.1 Make the Licensed Materials available to Members from the Server during the License Term;
 - 7.2.2 Provide information sufficient to enable Members to access the Licensed Materials;
 - 7.2.3 Use reasonable endeavors to ensure that the Server has adequate capacity and bandwidth to support the usage of Members at a level commensurate with the standards of availability for information services of similar scope operating via the World Wide Web; as such standards evolve from time to time over the License Term;
 - 7.2.4 Provide COUNTER compliant usage data via its platform provider on a monthly basis for private internal use.
- 7.3 In the event that Publisher becomes aware of abuses of the site emanating from any Member's locations, Publisher will notify the Consortium and Member and all parties will cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, Publisher has the right to suspend access to the affected portion of the Member's site. Neither Publisher nor the Consortium or Member will be liable for any damages beyond a prorated refund for the remaining unused portion of the subscription.

8. TERM AND TERMINATION

- 8.1 This License shall be in effect during the License Term and then terminate unless the parties agree in writing to renew or extend the License as may be agreed in writing at the time.
- 8.1.1 A Member may choose not to renew its subscription to a specific electronic journal/resource during the License Term, subject to the Pricing terms in Annex A. Publisher must be notified of such non-renewal no less than 90 days before the end of the then current Subscription Year. Member's access to such electronic

journal/resource will then terminate on the expiration date of the then current Subscription Year.

8.2 In addition to automatic termination (unless renewed) , this License shall be terminated by:

8.2.1 Publisher:

8.2.1.1 If the Consortium defaults in paying the Fee within the time period specified on the invoice;

8.2.1.2 If the Consortium commits a material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions or the USAGE RIGHTS clause in respect of usage rights or of the PROHIBITED USES clause in respect of prohibited uses;

8.2.1.3 If a Member commits a material and persistent breach of the Publisher's copyright or other intellectual property rights or of the provisions of the USAGE RIGHTS clause in respect of usage rights or of the PROHIBITED USES clause in respect of prohibited uses Publisher shall have the right to terminate the License with respect to that Member.

8.2.2 Consortium:

8.2.2.1 If the Publisher commits a material or persistent breach of any term of this License and fails to remedy the breach (if capable of remedy) within sixty (60) days of notification in writing by the Consortium.

8.2.3 Either party:

8.2.3.1 If either the Consortium or the Publisher becomes insolvent or becomes subject to receivership, liquidation or similar external administration; if a Member becomes insolvent or becomes subject to receivership, liquidation or similar external administration, this License shall terminate with respect to that Member.

8.3 On termination of this License for cause, as specified in clause 8.2.1, Members shall immediately cease to distribute or make available the Licensed Materials to Authorized Users.

8.4 On termination of this License by the Consortium for cause, as specified in clause 8.2.2 above, the Publisher shall forthwith refund the proportion of the Fee that represents the paid but un-expired part of the Subscription Period.

9. POST TERMINATION

Except in the case of termination for cause, and with the exception of *Science Classic*, should a Member discontinue subscription to the Licensed Materials or certain electronic resources comprising the Licensed Materials, that Member shall retain access rights to the portions of the Licensed Materials that Member had access to while Member's subscription was active and in good standing. Provision of the previously subscribed to content will be via mutually agreed upon delivery method for local hosting or by a third-party

archiving solution, and may be subject to reasonable delivery charges to cover the supply cost as established by Publisher. The use of this content shall be subject to the terms and conditions of the then current operative Institutional License Agreement.

9.1 Ongoing Access Rights to *Science Classic* for Members who make a One-Time Purchase of the *Science Classic* back issue file: Publisher intends to retain full-text versions of all articles for all issues within *Science Classic* and to continue to make this database available to all current Licensees. In the unlikely event that it proves infeasible for the Publisher to maintain the ongoing availability of the contents of *Science Classic*, Publisher intends to make the archive available to those Members who purchased *Science Classic* via the One-Time Purchase option.

10. COPYRIGHT AND PROPRIETARY RIGHTS

Publisher holds the copyright for all works published herein, as a compilation and as to the individual articles, collectively and individually, unless otherwise expressly noted.

11. REPRESENTATION, WARRANTIES, AND INDEMNIFICATION

11.1 While Publisher makes an effort to ensure the accuracy of content posted online, Publisher does not warrant or guarantee its accuracy, completeness, merchantability, or fitness to a particular purpose. Publisher expressly disclaims any warranty that access to the Licensed Materials online will be uninterrupted or free of errors that defects will be corrected, or that Publisher Servers are free of viruses, worms, or other elements harmful to your computer system. In no case shall Publisher's aggregate liability for any content or accessibility problems with the site exceed the amount of subscription fees paid for the Licensed Materials during 12-month period preceding any claim or notice of damages.

11.2 Neither party shall be liable in damages or have the right to terminate this License for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to uncontrollable acts of nature, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party.

13. GENERAL

13.1 This License constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter of this License, whether oral or written.

13.2 Alterations to this License and to the Annexes and/or Schedules to this License are only valid if they are recorded in writing and signed by both parties.

- 13.3 The Consortium may not assign or transfer its rights under this License without the express written consent of Publisher, which consent shall not unreasonably be withheld.
- 13.4 Any notices to be served on either of the parties by the other shall be sent by prepaid recorded delivery to the address as notified by either party to the other as its address for service of notices.
- 13.5 The invalidity or un-enforceability of any provision of this License shall not affect the continuation or enforceability of the remainder of this License.
- 13.6 Either party's waiver, or failure to require performance by the other, of any provision of this License, will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

AS WITNESS the hands of the parties the day and year below first written

FOR THE PUBLISHER:

Name (in block capitals): _____ Date: _____

Position / Title: _____

Signature: _____

FOR THE CONSORTIUM:

Name (in block capitals): _____ Date: _____

Position / Title: _____

Signature: _____

ANNEX A

Members and Fees

A. Start and End Dates for Subscription Years Included in the License Term :

Subscription Year 2018: 07 September 2018 – 30 August 2019

Subscription Year 2019: 06 September 2019 – 28 August 2020

Subscription Year 2020: 04 September 2020 – 27 August 2021

Subscription Year 2021: 03 September 2021 – 26 August 2022

Subscription Year 2022: 02 September 2022 – 25 August 2023

B. Pricing and Caps

A 4% list price increase cap will be applied for the 2018, 2019, 2020, 2021, and 2022 rate years. Final pricing for each Subscription Year will be based on the approved Price Quote Spreadsheet and final invoice.

Change Cap Requirements and Opt-Outs. The noted change caps will remain in effect so long as the total revenue participation in each year of the license does not dip below 95% of the previous year's spend.

Members must maintain an active subscription to Science in order to qualify for the consortium discount.

C. List of Members

# of Institutions	AAAS Number	Account Name
1	20303241	Universidad Alberto Hurtado
2	20303063	Universidad de los Andes - Chile
3	20205051	Universidad del Bio Bio
4	20205048	Universidad de Tarapaca
5	20205047	Universidad de Talca
6	20205044	Universidad de Magallanes
7	20205043	Universidad de los Lagos
8	20205042	Universidad de la Serena
9	20205040	Universidad de la Frontera
10	20205039	Universidad de Atacama
11	20205038	Universidad de Antofagasta
12	20205037	Universidad Catolica de la Santisima Concepcion
13	20205035	Universidad Catolica de Maule
14	20205032	Universidad Catolica de Temuco

15	20205029	Universidad Nacional Arturo Prat
16	16451546	University Catolica Del Norte
17	20304184	Universidad Central De Chile
18	20291494	Universidad Diego Portales
19	20205046	Universidad de Santiago de Chile
20	20205028	Pontificia Universidad Catolica de Valparaiso
21	20205027	Pontificia Universidad Catolica de Chile
22	14159562	Universidad de Chile
23	20273577	Universidad del Desarrollo
24	20121855	Universidad Tecnica Federico Santa Maria
25	20205052	Universidad Tecnologica Metropolitana
26	20205050	Universidad de Valparaiso
27	20205045	Universidad de Playa Ancha
28	20205030	Universidad Austral de Chile
29	20204993	CONICYT Comisión Nacional de Investigación Científica y Tecnológica
30	20304253	Universidad Adolfo Ibañez
31	08441421	Universidad de Concepcion
32	20132683	Universidad Nacional Andres Bello
33	20303408	Universidad Mayor

During the first Subscription Year of this License, no substitutions or replacements may be made. Substitutions/replacements for subsequent Subscription Years during the License Term must be provided to Publisher by the end of the first week in August. Opt ins who are existing customers can join if there is new business or additional resource purchase to balance the loss due to extending the consortia discount to existing customer. Opt-ins for each renewal Subscription Year must be confirmed to Publisher by end of first week in August.

ANNEX B

Science ONLINE JOURNALS CONSORTIAL LICENSE TERMS AND CONDITIONS FOR TEXT AND DATAMINING ("TDM")

- I. The terms and conditions herein are further defined by the definitions, terms and restrictions of the **Science ONLINE JOURNALS CONSORTIAL LICENSE AGREEMENT** (the "License") of which this ANNEX B is a part.
 - II. The terms and conditions herein apply only to non-commercial Members with an active subscription to the Licensed Materials as defined in the License.
 - III. The rights granted herein are extended only to Authorized Users as defined in the License who have a predetermined and limited list of articles that they seek to text and/or data mine for non-commercial internal research purposes only.
 - IV. Corporate entities and/or Members who wish to use the Licensed Materials for TDM projects that are commercial in nature or that do not meet the criteria of I-III above should contact the Licensing Department to negotiate a separate License Agreement.
1. **TEXT AND DATA MINING RIGHTS.** Authorized Users of the Licensee, as defined in the License, may, subject to the restrictions below:
 - a. Download, at a reasonable rate and speed, articles from the Licensed Materials from the Server for storage on Member's or third party server;
 - b. Index and extract semantic entities from the copies of the Licensed Materials stored on Member's or third party server for the purpose of recognition and classification of the relations between them;
 - c. Mount, load, integrate and analyze the results, evaluations, or interpretations on Authorized User's computer or Member's server dedicated to Member's text mining system (but not on a library server, repository or archive) for use and access by Authorized Users;
 - d. Distribute aggregate data and analysis produced as a result of TDM of the Licensed Materials in the form of research communications such as scholarly papers, journals, and similar work product created by the Authorized User during the regular course of the Authorized User's research and work for the Member. In all such cases, Authorized User is required to cite the appropriate journal as the source of the data and to indicate that the results or views expressed are entirely those of the author;
 - e. Make TDM results or conclusions available on an externally facing website (in response to a search query, for example) subject to the limitations in section 2 below.
 2. **LIMITATIONS.** Except as expressly stated in this ANNEX B or otherwise permitted in the License or by other written agreement with the Publisher, Member and its Authorized Users may not:
 - a. Substantially or systematically reproduce, retain, or redistribute the Licensed Materials;
 - b. Perform systematic or substantive extracting, especially for the purposes of creating a product or service for use by third parties;
 - c. Use the results or output of TDM to enhance institutional or subject repositories in ways that compete with or have the potential to substitute for or replicate the Licensed Materials or any work of the Publisher;

- d. Where TDM results or conclusions are made available to non-Authorized Users on an externally facing website as a result of a search query, and where such outputs include original, copyright protected material, only a snippet of that original, copyright protected material may be displayed/presented. For the purposes of this ANNEX B, a snippet shall mean an extract that is no more than 150 characters. All snippets must cite the appropriate journal as the source of the material;
 - e. Extract, develop or use the Licensed Materials for any commercial activity;
 - f. Abridge, modify, translate or create any derivative work based on the Licensed Materials, except as may be necessary to make it perceptible on a computer screen to Authorized Users;
 - g. Remove, obscure or modify any copyright notices or other notices or disclaimers that appear in the Licensed Materials;
 - h. Crawl or use other automated programs or algorithms to continuously download, search, scrape, extract, deep link, index or disrupt the normal function of the Publisher's websites or access to the Licensed Materials by other users.
3. **SECURITY.**
- a. Member agrees to implement and maintain adequate and effective data security systems and measures, in line with international industry standards and best practice, to protect the security of the Licensed Materials from unauthorized disclosure or use.
 - b. Publisher shall have the right, at its sole discretion, cost and expense to audit Member's TDM system at any time during the term of this License.
 - c. Should either Publisher or Member become aware of abuses of the Licensed Materials emanating from any of Licensee's locations, the party aware of such abuse will notify the other, and both parties will cooperate in locating and attempting to stop the specific individuals who are abusing the service. If the specific abuser(s) cannot be identified or stopped, Publisher has the right to suspend rights granted to the Member in this ANNEX B and discontinue access to the Licensed Materials until a remedy can be implemented.
4. **BREACH.** In addition to any contractual rights and remedies under the applicable law, Publisher shall retain the right to deny access to any publisher-hosted content where the Member is in breach of any of the conditions of this ANNEX B. In cases where Member has made any Licensed Materials available to third parties, Publisher shall be entitled to terminate the License, including this ANNEX B, with respect to the Member, and also to charge the Member any Subscription Fee that would have been payable to the Publisher had the use in question been licensed. Alternatively, for the avoidance of doubt, the foregoing contractual remedies apply in addition and not in substitution of any rights and remedies for breach available in the law, such as the right to terminate the License, the right to claim damages, and disgorging of any profits generated by activities prohibited under this ANNEX B.
5. **POST TERMINATION OBLIGATIONS.** Upon termination of the License or of this ANNEX B the Member shall destroy all copies of the Licensed Materials and portions thereof that were created pursuant to the terms of this ANNEX B. Member agrees to provide a letter signed by an authorized officer of the Member confirming that all copies have been destroyed no later than 30 days after termination.
6. **FEE.** There is no additional charge for the TDM rights granted herein provided the scope of the TDM remains purely non-commercial as defined above and for as long as the Member maintains a subscription to the Licensed Materials being mined.