

## **TEXT AND DATA MINING SERVICE AGREEMENT**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND TRANS TECH PUBLICATIONS LTD.**

### **1 ACKNOWLEDGEMENT AND ACCEPTANCE.**

**1.1** The text and data mining service (the “TDM Service”) owned and operated by TRANS TECH PUBLICATIONS LTD (“TTP”) is provided to (“You”, “Your” or “the User”) under the terms and conditions of this TDM Service Agreement, including any attachments thereto which are hereby incorporated by this reference (the “Agreement”). You confirm that You have the right and authority to enter into this Agreement and that You are a bona fide authorized user of the Dataset, as defined below, for which You enjoy access. You understand that should Your status as authorized user cease, or for any reason whatsoever, this Agreement terminates, as it remains conditional on the status as authorized user and the continuance of the underlying institutional subscription agreement to which You are affiliated.

**1.2** TTP reserves the right, at its sole discretion, to change the terms of this Agreement or change the access control system’s check with the interface provided by Crossref ([www.crossref.org](http://www.crossref.org)) for the TDM Service, at any time with reasonable advance notice given to the User. When these changes are made, TTP will make a new copy of the Agreement available on the TDM Service’s web site. TTP will also post a notification on the TDM Service’s web site describing the modifications made. The changes will become effective and will be deemed accepted by You.

### **2. USER RIGHTS AND RESPONSIBILITIES.**

**2.1** TTP grants You a limited license to use the TDM Service, data, files and other materials provided by TTP for which a subscription fee has been paid by the institute to which You are affiliated as an authorized user (the “Dataset”), to use the TDM Service:

2.1.1 to continuously and automatically extract semantic entities from full-text articles retrieved through the TDM service for the purpose of recognition and classification of the relations and associations between them and mount, load and integrate the results (the “TDM Output”) used for the User’s text-mining system for access and use by the User or the company, institute or organization the User is affiliated with;

2.1.2 to distribute the TDM Output externally, which may include a few lines of query-dependent text of individual full text articles or book chapters which shall be up to a maximum length of 200 characters surrounding and excluding the text entity matched (“Snippets”) or bibliographic metadata. Where Snippets and/or bibliographic metadata are distributed, they should be accompanied by a DOI link that points back to the individual full text article or book chapter. Where images are used You should clear the rights for reuse with the relevant copyright owner and/or rightsholder. Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

Further the TDM Output should include a proprietary notice in the following form:

*“Some rights reserved. This work permits non-commercial use, distribution, and reproduction in any medium, provided the original author and source are credited.”*

**2.2** The User may not other than for the uses as permitted above:

- abridge, modify, translate or create any derivative work based on the Dataset;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Dataset;
- substantially or systematically reproduce, retain or redistribute the Dataset;
- extract, develop or use the Dataset in any direct or indirect commercial activity;
- use any robots, spiders or other automated downloading programs, algorithms or devices to search, screen-scrape, extract, or index any TTP web site or web application;
- utilize the TDM Output to enhance institutional or subject repositories in a way that would compete with the value of the final peer review journal article, or have the potential to substitute and/or replicate any other existing TTP products, services and/or solutions.

**2.3** The User will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by the User in connection with TDM Service. The User will provide TTP access to the TDM Output and any other content or material related to the use of the TDM Output as requested by TTP to ensure compliance with the terms and conditions of this Agreement. In the event TTP detects non-compliance the User shall be granted thirty days to remediate prior to denying access to the TDM Service by TTP.

**2.4** User shall obtain written permission in advance from TTP to use TTP's trademarks, logos or other brand features solely for the purpose of promoting the User's TDM Output. In the event permission is granted by TTP, You will not display the TTP brand features that is misleading, defamatory, obscene or otherwise be objectionable to TTP or which suggests that TTP created, sponsored or endorsed Your TDM Output.

**2.5** The TDM Output shall not breach the law or any regulatory requirement of any territory that TTP lists the link to the TDM Output including but not limited to data protection laws, infringement of copyright and/or other intellectual property rights.

**2.6** In the event the TDM Output collects or otherwise processes or uses personal data You shall be responsible for complying with the relevant data protection and privacy laws.

**2.7** The User acknowledges that all right, title and interest in and to the Dataset remain with TTP and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution of the Dataset or the TDM Output could materially harm TTP and its suppliers.

**2.8** Notwithstanding anything to the contrary contained in this Agreement, Open access content in the Dataset is subject to the terms and conditions stated in the applicable user license identified in the individual journal article.

### **3. TTP RIGHTS AND OBLIGATIONS.**

**3.1** Upon full execution of this Agreement, TTP hereby grants to User a royalty-free, non-transferable, non-exclusive, worldwide license to a set of proprietary APIs, in accordance with the API documentation solely to enable Users of the TDM Service to dynamically access data made available by the APIs and will deliver to User the API specification ("API Documentation") including

query algorithms and cryptographic API Keys, for the purpose of enabling the User to perform the text and data mining.

**3.2** Upon full execution of this Agreement, CrossRef will deliver to User the APIs keys for secure access (“API Keys”) to enable User to use the proprietary TTP APIs to perform the text and data mining. You may not sell, transfer, sublicense or otherwise disclose the API Keys to any other party or use them other than for the purposes as described in this Agreement.

**3.3** User shall provide, upon TTP’s request, TTP with an opportunity to test to validate that the Integration complies with the API Documentation.

**3.4** TTP reserves the right to block, change, suspend, remove or disable access to the APIs and any of its services at any time.

#### **4 WARRANTIES.**

TTP excludes any warranty regarding the quality of the data, formatting and errors or omissions. The Dataset is made available “as is” and without warranties of any kind, either express or implied, including, but not limited to warranties of title, or implied warranties of merchantability, completeness or accuracy or fitness for a particular purpose. Use of the Dataset is at the authorized user’s own risk. Neither TTP, nor anyone else involved in creating, producing or delivering the Dataset shall be liable for any loss of data, interruption of business, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use the Dataset.

#### **5 TERM AND TERMINATION.**

##### **5.1 Term.**

Subject to earlier termination pursuant to the terms of this Agreement, the term of this Agreement shall commence on the date on which the User has accepted this Agreement and shall continue until the either party terminates the Agreement in writing in accordance with sections 5.2 below (the “Term”).

##### **5.2 Termination**

**5.2.1** This Agreement may be terminated by either party forthwith in the event:

- (a) a party is in material breach of any term, condition or provision of this Agreement, which breach, if capable of being cured, is not cured within ten (10) days after the non-breaching party gives the breaching party written notice of such breach; or
- (b) a party (i) terminates or suspends its business, (ii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding; or
- (c) the organization the User is affiliated with does not maintain a subscription to the book and journal content in the Scientific.NET database or defaults making payment of the Scientific.NET database subscription fees after thirty (30) days’ notice to remedy such fault; or
- (d) the term of the Scientific.NET database subscription to the book and journal content the organization the User is affiliated expires. 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 law, including injunctive relief. Where the User, has made available any of the TTP

content or data, other than as TDM Output, available to third parties, TTP shall be entitled to terminate this Agreement.

**5.2.2** Either party may terminate this Agreement for its convenience, for any reason or no reason, effective sixty (60) days after providing the other party a written notice of termination. TTP shall further have the right to seek immediate injunctive relief in the event of a material breach by User of this Agreement.

### **5.3 Effect of Termination**

Upon termination for any reason or expiration, TTP shall disable access to the APIs and the TDM service. You must permanently delete all TTP content or TTP data which You stored pursuant to Your use of the TDM Service.

## **6 GENERAL.**

### **6.1 Force Majeure.**

Neither party's delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) shall be deemed a breach of this Agreement. The parties agree that the departure of one or more members of the Euro zone will not, in and of itself, be a "circumstance beyond its control" and shall not have the effect of discharging or excusing performance of (any obligation under) this Agreement.

### **6.2. Severability.**

The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.

### **6.3 Entire Agreement.**

This Agreement contains the entire understanding and agreement of the parties and merges and supersedes any and all prior and contemporaneous agreements, communications, proposals and purchase orders, written or oral, between the parties with respect to the subject matter contained herein. All Schedules attached or to be attached to this Agreement are incorporated herein and shall be governed by the terms and conditions of this Agreement unless otherwise specified in the Schedule the terms of the Schedule shall prevail.

### **6.4 Modification.**

No modification, amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

### **6.5 Assignment.**

The User shall not assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of TTP, which consent shall not unreasonably be withheld.

### **6.6. Notices.**

All notices given pursuant to this Agreement shall be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party shall have designated by notice hereunder.

If to TTP: TTP e-Helpdesk (see [www.scientific.net/Home/Contacts](http://www.scientific.net/Home/Contacts))

If to the User: notices shall be addressed to the electronic or mailing address specified in the User's registration form, or such other address as either party may give to the other by notice as provided in this Section.

## **6.7 Privacy.**

TTP maintains information about the User on TTP servers, including but not limited to User's registration information. The User agrees that TTP may use such information in aggregate form for marketing or other promotional purposes. User agrees that TTP may disclose such information in the good faith belief that such action is reasonably necessary: (a) to comply with the law or legal process; (b) to enforce this Agreement; or (c) to protect the rights or interests of TTP or others. TTP may contact User regarding TTP the TDM Service submission process using the User's e-mail address provided during the registration process (or as updated by User). Such e-mail messages may contain opportunities regarding special offers and new products and/or services from TTP's advertisers. Users are not permitted to collect and use end user registration and other Confidential Information without the express consent of the end user.

Last revised: 04 December 2020