

# END USER LICENSE AGREEMENT WITH UNIVERSITY OF MARYLAND

IMPORTANT – THIS IS A LEGAL AGREEMENT BETWEEN YOU ("You") AND THE UNIVERSITY OF MARYLAND, a public agency and instrumentality of the State of Maryland, by and through the National Consortium for the Study of Terrorism and Responses to Terrorism ("START," "US," "WE" or "University"). PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") BEFORE ACCESSING THE PIRUS ("PORTAL"). THE TERMS OF THIS EULA GOVERN YOUR ACCESS TO AND USE OF THE PORTAL, THE DATA, THE CODEBOOK, AND ANY AUXILIARY MATERIALS. BY ACCESSING THE PORTAL, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND, ACCEPT AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THE TERMS OF THIS EULA, DO NOT ACCESS THE PORTAL.

#### **TERMS AND CONDITIONS**

- 1. PIRUS (PORTAL) means Profiles of Individual Radicalization in the United States data and user interface produced by the National Consortium for the Study of Terrorism and Responses to Terrorism (START). This includes the data and codebook, any auxiliary materials present, and the user interface by which the data are presented..
- 2. LICENSE GRANT. University hereby grants You a revocable, non-exclusive, non-transferable right and license to access the Portal and use the data, the codebook, and any auxiliary materials solely for your personal use or for non-commercial academic research use, or for internal business process that does not result in reselling PIRUS, the data, the codebook, or any auxiliary materials as a product or service. Using the data for journalistic purposes, such as papers or articles appearing in online or print publications is allowed under this Agreement.
- **3. RESTRICTIONS**. You agree NOT to:
  - a. modify, hide, delete or interfere with any notices that are included on the Portal or the codebook, or any auxiliary materials;
  - b. identify the information contained in the data, the codebook, or any auxiliary materials, nor contact the individuals who are the subject of the information contained in the data, the codebook, or any auxiliary materials;
  - c. modify the data, the codebook, or any auxiliary materials other than for the purposes of producing analytic results or journalistic articles, any modification must be clearly marked and documented;
  - d. sell, license, sublicense or otherwise distribute the data, the codebook, or any auxiliary materials to third parties for cash or other consideration. Selling journalistic articles that use data or analytic results based on PIRUS is NOT restricted under this Agreement;
  - e. publicly post or display any the codebook, or any auxiliary materials without express written permission by University of Maryland;
  - f. use the data, the codebook, and any auxiliary materials for any purpose other than Your own personal or academic research use, journalistic use, or for internal business process that does not result in reselling PIRUS, the data, the codebook, or any auxiliary materials as a product or service;
  - g. interfere with or disrupt the Portal or servers and networks connected to the Portal; and
  - h. use robots, spiders, crawlers, automated devices and similar technologies to screen-scrape the site or to engage in data aggregation or indexing of the data, the codebook, or any auxiliary materials.



#### 4. YOUR RESPONSIBILITIES:

- a. All information sourced from the PIRUS should be <u>acknowledged and cited</u> as follows: "National Consortium for the Study of Terrorism and Responses to Terrorism (START), University of Maryland. (2020). Profiles of Individual Radicalization in the United States (PIRUS) [Data file]. Retrieved from <a href="http://www.start.umd.edu/data-tools/profiles-individual-radicalization-united-states-pirus">http://www.start.umd.edu/data-tools/profiles-individual-radicalization-united-states-pirus</a>". You agree to acknowledge any copyrightable materials with a copyright notice "Copyright University of Maryland 2020".
- b. You agree to seek out an additional agreement in order to use PIRUS, the data, the codebook for purpose(s) beyond the non-commercial personal use, non-commercial academic research, or for the purposes to create commercial product or services based on PIRUS, the data, the codebook or auxiliary materials.
- 5. INTELLECTUAL PROPERTY. The University owns all rights, title, and interest in the Portal, the data and codebook, and all auxiliary materials. This EULA does not grant You any rights, title or interests in the Portal or the data, the codebook, user interface, or any auxiliary materials other than those expressly granted to you under this EULA.

#### 6. DISCLAIMER AND LIMITATION ON LIABILITY.

- a. THE PORTAL, THE DATA, THE CODEBOOK, USER INTERFACE, OR ANY AUXILIARY MATERIALS ARE MADE AVAILABLE ON AN "AS IS" BASIS. UNIVERSITY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, IN FACT OR ARISING BY OPERATION OF LAW WITH RESPECT TO THE PORTAL, THE DATA, THE CODEBOOK, AND ANY AUXILIARY MATERIALS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY. UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY THAT THE PORTAL, THE DATA, THE CODEBOOK, ANY AUXILIARY MATERIALS, OR USER INTERFACE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION.
- b. In no event will the University be liable to You for any incidental, special, punitive, exemplary or consequential damages of any kind, including lost profits or business interruption, even if advised of the possibility of such claims or demands, whether in contract, tort, or otherwise, arising in connection with Your access to and use of the Portal and the data, the codebook, user interface, or any auxiliary materials or other dealings. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this EULA have been breached or proven ineffective. In no event will University's total liability for the breach or nonperformance of this EULA exceed the fees paid to University within the current billing cycle..
- c. University is under no obligation to update the Portal or the data, the codebook, user interface, or any auxiliary materials.
- 7. INDEMNITY. You hereby agree to defend, indemnify, and hold harmless the University and its employees, agents, directors, and officers from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising out of Your use of the Portal or the data, the codebook, or any auxiliary materials or Your breach of any term in this EULA.

## 8. TERM AND TERMINATION

- a. This EULA and your right to access the Portal and web site and use the data, the codebook, and any auxiliary materials will take effect when you "ACCEPT" the terms of this EULA.
- b. University reserves the right, at any time and without prior notice, to modify, discontinue or suspend, temporarily or permanently, Your access to the Portal (or any part thereof) without liability to You.



### 9. MISCELLANEOUS

- a. The University may modify this EULA at any time. Check the web site for modifications.
- b. No term of this Agreement can be waived except by the written consent of the party waiving compliance.
- c. If any provision of this EULA is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, such determination shall not affect the remaining provisions of this Agreement.
- d. This Agreement does not create a joint venture, partnership, employment, or agency relationship between the Parties.
- e. There are no third party beneficiaries to this agreement. You may not assign this agreement without the University's prior written approval.
- f. This EULA shall be governed by and interpreted in accordance with United States copyright law and the laws of the State of Maryland without reference to its conflicts of laws rules. Nothing in this EULA is or shall be deemed to be a waiver by the University of any of its rights or status as an agency and instrumentality of the State of Maryland. The parties mutually agree to opt out of application of the Maryland Uniform Computer Information Transactions Act (MUCITA), Maryland Code Annotated [Commercial Law] 21-101 through 21-816 to the greatest extent authorized under MUCITA.
- g. This EULA represents the entire agreement between You and the University regarding the subject matter of paragraphs 1-10. There are no other understandings, written or oral, that are not included in this Agreement.
- **10. REPRESENTATION.** You represent that You are at least 18 years of age or are a parent or a guardian of a minor and accepting this Agreement on their behalf.

ACCEPT DECLINE