

## UNSUB PLATFORM TERMS & CONDITIONS

Impactstory dba Our Research ("Company") aggregates and maintains a database (the "Database") of aggregated information (the "Data") related to publicly available scientific and other academic publications ("Publications"). We make the Data available through a variety of tools, which are described in more detail in our terms of service. The Unsub Platform is a tool that allows users to upload and analyze information related to one or more serial subscriptions, among other features. The following Terms and Conditions ("Agreement") apply to all users of the Platform (as defined below). The use of any other tools, websites, or services made available by the Company shall be subject to the terms and conditions associated with any such tools, websites, or services, as applicable.

By using the Service, you represent and warrant that: (1) you have the legal capacity to enter into this Agreement; (2) you agree to comply with this Agreement; (3) you are not a minor in the jurisdiction in which you reside; (4) if you use the Service as a Representative (as defined below) on behalf of an educational institution or other legal entity, you have the authority to act on behalf of such entity; (5) you will not access the Service through automated or nonhuman means, whether through a bot, script, or otherwise; (6) you will not use the Service for any illegal or unauthorized purpose; and (6) your use of the Service will not violate any applicable law or regulation or other agreement to which you are bound.

The information provided on the Platform or otherwise through the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, any User who chooses to access the Service from other locations does so on their own initiative and is solely responsible for compliance with local laws, if and to the extent local laws are applicable.

***This Agreement does not have to be signed in order to be binding. You indicate your agreement and consent to the terms by clicking on the "I agree" (or similar button) that is presented to you when you pay for the Service and/or when you create or use an Account (as defined below).***

### 1. Service Overview; Definitions. e

#### 1.1 Key Definitions.

Account means a unique account for access to and use of the Platform.

OA Data means the data and information related to publicly available scientific and academic publications that is aggregated and maintained by Company and which may be used or accessed in connection with the Platform.

Platform means the web application platform owned and operated by Company which provides information and analysis related to a User's serials collections and third-party serials subscriptions by comparing User Data to OA Data, among other functions and features.

Representative means User's employees, consultants, contractors, and agents who are authorized by User to use the Platform pursuant to this Agreement.

Service means the Platform, Technology, OA Data, and all other services, tools, and features provided by Company and accessed and used by User and User's Representatives in connection with this Agreement.

Technology means all services, products, computer programs, underlying technical structure, software (source code and object code), algorithms, applications, equipment, notes, designs, discoveries, ideas, know-how, features, techniques, processes, systems, know-how, trade secrets, inventions, graphics, videos, data, documentation, content, information, or other materials created, developed, and/or otherwise obtained or acquired by or on behalf of Company in connection with the Service or otherwise, and all intellectual property rights related to the foregoing. Technology does not include User Data or Third Party Content (as defined below).

User means the individual or entity for which an Account is provided and used.

User Data means all information, data, materials, and content provided by User and/or uploaded to the Platform by a Representative on User's behalf, including without limitation, information related to User's serials collections, subscriptions, and financial and budget information.

## **2. Ownership and Use of the Service**

**2.1 Company Intellectual Property.** Company owns and expressly retains all right, title, and interest in and to: (a) the Service, including the Platform and Technology; (b) all Company graphics, logos, service marks, trade names, trademarks, and copyrights (in each case, whether registered or unregistered); (c) all improvements, developments, enhancements, modifications, and derivative works related to any of the foregoing; and (d) all intellectual property rights related to any of the foregoing, or related to any other proprietary materials or information of Company. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise to User, any Representative, or any third party any intellectual property rights or other right, title, or interest in or to the Service, Technology, or any confidential information of Company.

**2.2 User's License to Use the Service.** Subject to and conditioned on User's payment of Fees and compliance with the terms and conditions of this Agreement, Company hereby grants User a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide license to access and use the Service for User's internal business purposes until User's

subscription and this Agreement is terminated in accordance with Section 5. Company expressly reserves all other rights in and to the Service.

**2.3 User Data.** User owns and expressly retains all right, title, and interest in and to the User Data, including all associated intellectual property rights. User hereby grants Company a royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify and create derivative works and improvements of the User Data in order to facilitate and provide the Service under this Agreement. User expressly reserves all other rights in and to the User Data. User is solely responsible to ensure that all User Data that User or any of its Representatives creates, uploads, discloses, or otherwise uses in connection with the Service—including without limitation, data related to User's serial subscriptions—is authorized for use in connection with the Service; is not used in violation of any intellectual property rights of others or agreements between User and any third party; and complies with all applicable laws and regulations. Accordingly, User represents and warrants that: (i) User is the sole and exclusive owner of all User Data that User or any of its Representatives uploads or otherwise uses in connection with the Service, or User has all rights, licenses, consents and releases that are necessary for use of such User Data in connection with the Service as contemplated under this Agreement; and (ii) the Company's use of User Data (or any portion thereof) as contemplated under this Agreement will not infringe, misappropriate or violate a third party's rights of any kind, or result in the violation of any other applicable law, regulation, or third-party agreement to which User is bound. User acknowledges and agrees that Company shall not be responsible to User or any third party for any claims, liabilities, or damages arising from the actual or alleged infringement or violation of intellectual property rights, third-party agreements, laws, or regulations by any User or Representative in connection with the Service.

**2.4 Third Party Content.** In using the Service, User may have access to content or materials that is obtained or derived from third party sources outside of Company ("Third Party Content"). The applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Content. Company does not have, and does not claim to have, any ownership rights to any Third Party Content, or to any particular publication or other material referenced in the OA Data. Company makes no representations regarding, and disclaims all liabilities arising from or relating to, the ownership, license rights, reliability, accuracy, or completeness of any Third Party Content, or of any Publication or other material referenced or included in the Service.

**2.5 Usage Data.** Company may collect and analyze data and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies ("Usage Data"), and Company will be free (both while this Agreement is in effect and and after termination of this Agreement) to (1) use any Usage Data to improve and enhance the Service, and for other development, diagnostic, and corrective purposes in connection with the Service and other Company offerings; and (2) disclose Usage Data solely in aggregate or other de-identified form in connection with its business. User hereby consents to Company's use of Usage Data, including to the extent any such Usage Data is derived from User's use of or

interaction with the Service. No rights or licenses are granted except as expressly set forth in this Agreement.

**2.6 Feedback.** User acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other submissions regarding the Service (collectively, "Feedback") provided by User or any Representative to Company are nonconfidential and shall become the sole and exclusive property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to use and disseminate such Feedback for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to any User or Representative. User, on behalf of itself and its Representatives to the maximum extent permitted by law, hereby waives all moral rights to any such Feedback. User agrees there shall be no recourse against Company for any alleged or actual infringement or misappropriation of any proprietary right in any Feedback.

### **3. RESTRICTIONS AND RESPONSIBILITIES**

**3.1 Use Restrictions.** User and its Representatives shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. User shall not at any time, directly or indirectly, and shall not permit any Representative to: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover any protected or restricted Technology; (ii) use the Service or Technology to redistribute any OA Data in a manner that is optimized in a machine-readable format (except to the extent expressly permitted by Company or authorized within the Service); (iii) use the Service or Technology to create, develop, or commercialize derivative works and/or services that are directly competitive with or substantially similar to the Service or any component of the Service; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, or transfer the Service or Technology to an unauthorized third party, or use the Service or any Technology for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) remove any proprietary notices or labels; (vi) use the Service or Technology in any manner that would infringe upon or violate the intellectual property or any other rights of a third party; or (vii) use the Service or Technology for any unlawful purpose or in any manner that would violate any applicable law or regulation.

**3.2 Compliance with Laws; Export Control.** The Service, Technology, or other materials or information provided in connection with the Service may be subject to export control laws and regulations of the United States and/or other relevant jurisdictions. User shall not, directly or indirectly, export, re-export, or release any data, information, software programs, or materials related to or resulting from the Service, to or from any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings related to the foregoing. User and Representatives are permitted to access the Service without regard to geographic location, and User shall be responsible to comply with all applicable laws, rules, and regulations related to the transfer of the Service, OA Data, or other information or materials

obtained or derived from the Service across different devices and/or geographic locations by any of its employees or agents.

**3.3 User Equipment.** User shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Service or Technology, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). User shall also be responsible for maintaining the security of the Equipment, and for all uses of User's Equipment with or without User's knowledge or consent. Company may perform periodic backups of data. However, User is solely responsible for all User Data and information maintained in User's Account. User agrees that Company shall have no liability to User for any loss or corruption of any User Data or other information in User's Account. User hereby waives any right of action against Company arising from any such loss or corruption of such data.

**3.4 User is Responsible for its Representatives.** User is responsible and liable for all use of the Service and Technology resulting from access provided by User and/or a Representative, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, User is responsible for all acts and omissions of Representatives, and for their compliance with this Agreement. Any act or omission by a Representative that would constitute a breach of this Agreement if taken by User will be deemed a breach of this Agreement by User.

**3.5 Service Updates.** Company may update the Service or Technology at any time to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of OA Data. Company will make reasonable efforts to ensure that any such updates do not materially reduce the level of performance, functionality, security or availability of the Service.

**3.6 Service Maintenance & Support.** Company shall use reasonable efforts consistent with industry standards to maintain the Service in a manner which minimizes errors and interruptions. The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice of any scheduled Service disruption.

**3.7 Temporary Service Suspensions.** Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend User's and/or any Representative's access to any portion or all of the Service if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Technology; (B) User's or any Representative's use of the Service or Technology disrupts or poses a security risk to the Service or Technology; (C) User, or any Representative, is using the Service for fraudulent or illegal activities; (D) subject to applicable law, User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any

bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Company's provision of the Service to User is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable User to access the Service; or (iii) User fails to pay Fees for more than thirty (30) days beyond the date Fees are due, whether in whole or in part, in accordance with this Agreement (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Company shall use reasonable efforts to provide written notice of any Service Suspension to User and to provide updates regarding resumption of access to the Service following any Service Suspension. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that User may incur as a result of a Service Suspension.

#### **4. FEES**

**4.1 Fees.** The Fees will be set by Company, in its sole and complete discretion, and shall be as set forth on our pricing page located at <https://unsub.org/purchase> which may be amended from time to time. User agrees to pay all applicable Fees set forth on the pricing page linked above, and as otherwise set forth by this Agreement. If Company changes the structure or amount of Fees to be charged for the Service, Company will make reasonable efforts to provide notice to existing Users of any changes that affect existing Users.

**4.2 Billing & Account Information.** Company will bill User on a monthly or annual basis, depending on User's subscription and corresponding Fees. User agrees to provide current, complete, and accurate payment and account information to pay all Fees associated with User's Account, and to promptly update User's payment and account information, including email address, payment method, and payment card or account information as needed. User authorizes Company or Company's third-party billing agent to charge User's chosen payment provider for all Fees due in connection with User's Account. If User's Account is subject to recurring charges, then User also consents to the Company charging User's payment method on a recurring basis without requiring User's prior approval for each recurring charge, until User notifies the Company of cancellation. Company will not be liable for any insufficient funds or other charges incurred by User as a result of any attempts to charge and/or place holds on User's credit card. User acknowledges and agrees that if User fails to pay the Fees when due, User's Account may be suspended and/or User may be denied access to the Service.

**4.3 Taxes.** All Fees and other amounts payable by User under this Agreement are exclusive of taxes and similar assessments. User is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by User under this Agreement, other than any taxes imposed on Company's income.

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

**5.1 Term.** This Agreement shall continue in accordance with User's subscription, and shall continue until termination by User or Company as set forth in this Section 5.

**5.2 Termination by Company.** This Agreement may be terminated by Company: (A) if User fails to pay any Fees when due, and such failure continues for at least ten (10) days beyond the applicable due date; (B) upon thirty (30) days notice to User (which may be provided via email) if User fails to perform any other obligation under this Agreement or otherwise breaches any terms of this Agreement; or (C) effective immediately if Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, or otherwise commences an action providing for relief under bankruptcy laws.

**5.3 Termination by User.** User may terminate this Agreement by providing 30 days notice (which may be provided via email) to Company.

**5.4 Effect of Termination.** User's Account(s) shall be suspended, and User shall no longer access the Platform following termination of this Agreement by either party for any reason. Upon termination, all rights and obligations of the parties under this Agreement shall terminate, except that: (a) all accrued Fees and payment obligations up to and including the last day on which the Service is provided to User shall survive such expiration or termination, if applicable; and (b) all terms of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, indemnification, warranty disclaimers, and limitations of liability.

**6. INDEMNIFICATION.** User agrees to indemnify and hold harmless company from any loss, damages, liabilities, settlements, or expenses (including attorney's fees) in connection with any claim or demand made by any third party related to or arising out of or relating to: (i) breach of this Agreement by User or any Representative; (ii) use of the Service or Technology (including any OA Data) by User or any Representative in violation of any applicable law or regulation, or in violation of the rights of any third party; (iii) any User Data or Company's use of any User Data as authorized under this Agreement; (iv) use of the Service or Technology in combination with any software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; or (v) any act or omission of gross negligence or willful misconduct by User or any Representative in connection with the Service or Technology. Company will indemnify and hold harmless Customer from any losses, damages, liabilities, or expenses incurred by User for any claim made by any third party arising out of: (I) any breach of the terms of this Agreement by Company, or (II) any act or omission of gross negligence by Company.

## **7. DISCLAIMER OF WARRANTIES.**

THE SERVICE AND TECHNOLOGY ARE PROVIDED "AS IS" AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED,

STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. USER ACKNOWLEDGES AND AGREES THAT USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM USER'S USE OF THE SERVICE OR ANY COMPONENT OF THE SERVICE.

#### **8. LIMITATION OF LIABILITY**

IN NO EVENT WILL COMPANY OR ANY OF ITS SUPPLIERS, OFFICERS, DIRECTORS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES BE RESPONSIBLE OR LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (V) COST OF REPLACEMENT GOODS OR SERVICE, IN EACH CASE REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED TWO (2) TIMES THE TOTAL AMOUNTS PAID TO COMPANY UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**9. Electronic Communications and Transactions.** Visiting the Service, sending the Company emails, and completing online forms constitute electronic communications. User consents to receive electronic communications, and User agree that all agreements, notices, disclosures, and other communications the Company provides electronically, via email and on the Service, satisfy any legal requirement that such communication be in writing. USER HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY COMPANY OR VIA THE SERVICE. User hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or



retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **10. MISCELLANEOUS**

This Agreement, the Company's Terms of Service, and any other policies or operating rules posted by the Company on the Service or in connection with the Service constitute the entire agreement and understanding between Company and User. Company's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. Company shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond the Company's reasonable control. If any provision or part of a provision of this Agreement is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from the rest of this Agreement, and shall not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between Company and User or any Representative as a result of this Agreement or use of the Service. User agrees that this Agreement will not be construed against Company by virtue of the Company having drafted it. User hereby waives any and all defenses that User may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.