### **Massachusetts Institute of Technology**

#### **CRIPT Platform**

#### Terms of Use

#### Overview

Welcome to the Community Resource for Innovation in Polymer Technology (CRIPT) Platform (the "CRIPT Platform" or "Platform"), a project funded by the National Science Foundation ("NSF") Innovation and Technology Ecosystems, and led by the Chemical Engineering Department at the Massachusetts Institute of Technology ("MIT").

The purpose of the CRIPT Platform is to enable and empower researchers to capture and share polymer knowledge.

More specifically, the CRIPT Platform will enable user researchers to: (a) collect and store pre-published polymer datasets being used and/or developed in ongoing research activities in real-time (the "Non-public CRIPT Data") and (b) publish polymer datasets to the CRIPT research community <u>and</u>, to the extent published by the CRIPT research community, the general public (the "Public CRIPT Data"). The Non-public CRIPT Data and the Public CRIPT Data will collectively be referred to as the "Data."

These Terms of Use govern your use of this Platform and the Data. The "Platform" includes all information, tools, materials, applications, updates, notifications, user interfaces and any other features and functionality (including but not limited to, all software, text, displays, images, video and audio, and the design, selection and arrangement thereof), and any other content found on the Platform.

The terms "we", "us", "our" and similar terms refer to MIT. The terms "you," "your," "user" and "Researcher" and similar terms refer to users of our Platform. The "Terms" or "Agreement" refers to these Terms of Use, as may be amended from time to time by us. Other capitalized terms may be defined below in these Terms.

### **Acceptance of Terms of Use**

Please read these Terms of Use carefully. These Terms, which include our Privacy Policy, are a binding legal agreement and govern your use of the Platform. By checking the "I accept the Terms of Use" box during the account set up or by otherwise using the Platform or Data, you accept and agree to be bound by these Terms as amended from time to time. If you do not agree to these Terms, you are not authorized to use, and you should not use, the Platform. You may not use this Platform unless you, as an individual researcher, and an authorized representative from your institution or organization, have each expressly agreed to these Terms of Use, and agreed to be bound by these Terms as amended from time to time.

Any use of the Platform and the Data not expressly permitted by these Terms of Use is a breach of these Terms of Use, and MIT may immediately suspend or revoke your access to the Platform.

### Changes to the Terms of Use

MIT reserves the right to change these Terms of Use at any time in its sole discretion by posting revisions on the Platform. Such revisions will be effective immediately upon posting them to the Platform. Your use of the Platform after such changes have been posted shall constitute your acceptance of the revised Terms of Use.

#### Use of the Platform

In order to use the Platform, you will need to provide to us certain basic information: (a) your name; (b) academic or research institution; (c) email address; (d) ORCID ID; and (e) Platform username and password. You agree that all information you provide to us will be complete, true and correct and that you will keep it up-to-date.

You agree that you are located in the United States and affiliated with an academic or research institution/organization in the United States. You will be responsible for securing your user name and password and not disclosing it to *any other person* (including other researchers at your institution/organization). You are solely liable for any use of the Platform under your account and password. You agree to notify us promptly of any unauthorized use or disclosure of your password.

You agree to notify us promptly if you transfer to a new research institution/organization or if you are no longer associated, or affiliated, with the research institution/organization that has accepted these Terms of Use. An authorized representative of your new research institution/organization must separately agree to these Terms of Use before you may continue your use of the Platform.

We reserve the right to refuse your use of the Platform at any time, at our discretion, if we believe you have violated these Terms of Use or otherwise violated the law.

Use of the Platform while it is maintained by MIT is offered free of charge. However, you understand that should MIT transfer the Platform to another entity in the future, fees may apply.

### **User Obligations**

Your use of the Platform shall be solely for your own educational, research and academic use. You will not use the Platform unless you have received express permission from your institution/organization. You will comply with all applicable laws in connection with your use of the Platform, as well as all applicable policies of your institution/organization. You will not attempt to circumnavigate or violate any security feature of the Platform, including accessing any Platform features, interactive areas, information or profiles for which you do not have permission.

All users are responsible for their own use of the Platform. Users also assume responsibility for any adverse events associated with uploading Data to the Platform and accessing and/or using Data from the Platform.

More specifically, as part of your use of the Platform, you represent and warrant that you:

- 1. Have all necessary permissions and consents to: (a) use and upload the Non-public CRIPT Data that you upload; (b) permit MIT to publicly disclose the Non-public CRIPT Data that you designate as Public CRIPT Data; (c) permit MIT and CRIPT users to publicly disclose Public CRIPT Data uploaded by you; and (d) permit all uses of the Data as set forth in these Terms of Use.
- 2. Will <u>not</u> upload CRIPT Data to the Platform that is export-controlled as such may be deemed pursuant to U.S. export control laws and regulations, including, without limitation, the Export Administration Regulations and the U.S. International Traffic in Arms Regulations.
- 3. Will not attempt to access, or access, other users' Non-Public CRIPT Data, unless you are otherwise lawfully permitted to do so (e.g., you and another user are research collaborators from the same research institution/organization).
- 4. Will promptly contact CRIPT at cript\_report@mit.edu if you believe that any Data is inaccurate, erroneous, fraudulent or improperly accessible and provide MIT with all known details relating to your concern. In MIT's sole judgment and discretion, MIT will cause the relevant Data to be modified or removed from the Platform.
- 5. Will not include any personally identifiable information or protected health information in any CRIPT Data you upload to the Platform.
- 6. Will not upload any CRIPT Data originating outside of the United States or stored outside of the United States.
- 7. Will properly attribute the source of Public CRIPT Data according to generally accepted academic publishing standards and with proper reference to the CRIPT Platform.

## **Use and Storage of Data**

#### You agree:

- 1. To download local copies of Public CRIPT Data for research and research publication purposes only.
- 2. That until such time as your Non-public CRIPT Data becomes Public CRIPT Data, you may request that MIT remove or modify your Non-public CRIPT Data. However, you understand that CRIPT may permanently retain, display and disclose all Public CRIPT Data or, may, in MIT's sole discretion, remove or modify all or some Public CRIPT Data from the Platform.
- 3. That if you delete your CRIPT user account, you will have 14 days from such de-activation to delete your Non-public Data. After such 14 period, any remaining Non-public CRIPT Data will be deleted and MIT will have no responsibility to you or your institution to retrieve such Non-public CRIPT Data for you.
- 4. That if we terminate your access to the Platform for any reason, we will make commercially reasonable efforts to notify you at the email address you provide to us during your account registration and you will have fourteen (14) days from such notice to download your Non-public CRIPT Data; after such fourteen (14) day period, any remaining Non-public CRIPT Data will be deleted, and MIT will have no responsibility to you or your institution to retrieve such Non-public CRIPT Data for you.
- 5. That if CRIPT is no longer maintained by MIT, MIT will have the right (but not the obligation) to transfer all existing Data to another archival service. In such case, MIT will post a notification on the Platform and make commercially reasonable efforts to notify you at the email address you

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- 6. That neither CRIPT nor MIT assumes <u>any</u> responsibility for losses incurred by you or your institution in the event that Data stored by CRIPT is lost or corrupted.
- 7. That neither CRIPT nor MIT assumes <u>any</u> responsibility for any Non-Public CRIPT Data inadvertently published or made public, whether such event occurs as a result of your action or omission or the act or omission of another user or MIT.
- 8. That CRIPT reserves the right to use any Data for the following purposes:
  - a) To improve the CRIPT Platform: e.g., detect and fix technical problems or identify new features that would be helpful.
  - b) To secure, archive and backup Data.
  - c) To provide technical support to users.
  - d) To ask for Feedback.
  - e) To send users information about the Platform.
  - f) To conduct research on the Platform, including, for example, analyzing the use of Data by users on the Platform.

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- 2. <u>Data</u>: Ownership of all Data uploaded to the Platform by you shall remain with you, your institution or another relevant third party, as applicable. By uploading your Non-public CRIPT Data on the Platform you hereby grant MIT, and any assignee of this Platform, a worldwide, non-exclusive license to use and copy (for purposes of hosting the Platform and performing permitted uses of Data as otherwise set forth in this Agreement), during the period in which your Non-public CRIPT Data is contained on the Platform. Further, by uploading Public CRIPT Data on the Platform and/or by identifying your Data as Public CRIPT Data, you hereby grant MIT and all CRIPT users a perpetual, worldwide, irrevocable, non-exclusive license to use, copy, share and publicly disclose your Data for educational, research and academic purposes. For avoidance of doubt, you hereby acknowledge and agree that MIT will disclose your Public CRIPT Data to other users on this

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  - d. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by MIT, may harm MIT or users of the Platform or expose them to liability (for example, in a manner that could disable, overburden, damage, or impair the Platform) or in any way may provide another user with false, misleading or harmful information.

#### 2. Additionally, you agree not to:

- a. Use any manual process to monitor or impermissibly copy any of the material on the Platform or for any other unauthorized purpose without the prior written consent of MIT.
- b. Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- c. Attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Platform, the server on which any part of the Platform is stored or any server, computer or database connected to the Platform.
- d. Abuse of the Platform, intentional or inadvertent, via a denial-of-service attack or a distributed denial-of-service attack.
- e. Access or search or attempt to access or search the Platform by any means (automated or otherwise, including, without limitation, by using any crawler, spider or other web scraper) other than through our currently available, published interfaces provided by MIT.
- f. Otherwise attempt to interfere with the proper working of the Platform.

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- 1. MIT will not be responsible or liable if for any reason all or any part of the Platform is unavailable at any time or for any period. MIT may suspend access to the entire Platform, or some parts of the Platform, or close it indefinitely, in MIT's discretion.
- 2. You are responsible for making all arrangements necessary for you to have access to the Platform.

## **Monitoring and Enforcement**

- 1. MIT has the right to:
  - a. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and
  - b. Terminate your access to all or part of the Platform for any or no reason, including without limitation any violation of these Terms of Use.

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To the fullest extent permitted by law, your institution/organization shall indemnify MIT and all of its trustees, directors, officers, faculty, students, employees, agents, affiliates, volunteers, and collaborators and their respective successors, heirs and assigns (collectively, the "Indemnified Parties") from and against

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If the Platform contains links to other websites and resources provided by or hosted by third parties, these links are provided for your convenience only. MIT has no control over the contents of those websites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Assignment**

You agree that MIT may, in its sole discretion, transfer the operation, maintenance and control of the Platform to another entity without your prior consent. You hereby agree and acknowledge that MIT may assign this Terms of Use to such other entity without your prior consent. In the event MIT does assign these Terms of Use, MIT will post a notification on the Platform and take commercially reasonable efforts to notify you at the email address you have provided during your account registration.

#### **Geographic Restrictions**

The Platform is operated by MIT from Cambridge, Massachusetts in the United States of America. The Platform and the Data 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 MIT to any registration or other requirement within such jurisdiction or country. MIT reserves the right to limit access or availability of the Platform to any person, geographic region or jurisdiction.

### **Governing Law**

These Terms of Use and all disputes or controversies arising out of or relating to these Terms of Use and your use of the Platform and the Data shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts without regard to conflicts of law provisions that would require the laws of another jurisdiction to apply. You hereby expressly consent to the personal jurisdiction and venue in the state and federal courts located in Massachusetts for any lawsuit arising from or related to these Terms.

### **Entire Agreement, Waiver and Severability**

These Terms constitute the entire agreement between you and MIT with respect to your use of the Platform and Data, and supersede any prior agreements between you and MIT regarding your use of the Platform and/or Data. No waiver of these Terms of Use by MIT shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of MIT to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Comments and Concerns**

- 1. The Platform is operated by MIT. All technical issues or questions may be directed to cript@mit.edu, provided that MIT is not under any obligation to respond to your email or make any requested fix.
- 2. All other Feedback and comments concerning the Platform and the Data, including any specific concern about singular datasets or the Data more generally, or other general inquiries related to CRIPT should be directed to cript@mit.edu.

These Terms of Use must be agreed to by an authorized representative of your institution. Please complete the institutional consent and signature form below and email it to cript@mit.edu.

Thank you for visiting our Platform.

# **Institutional Agreement to CRIPT Terms of Use**

The following section must be completed by someone who is authorized to accept the CRIPT Terms of Use on behalf of your institution (i.e., an Authorized Representative).

| Name of your institution:  Printed name of Authorized Representative signing on behalf of your institution:  On behalf of the institution named above, I represent that I am duly authorized to sign this document of behalf of the named institution, and I hereby agree to the CRIPT Terms of Use for all researchers at my institution, (recommended), or  I hereby agree to the CRIPT Terms of Use for the specific researchers at my institution listed below: |       |   |    |
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| Email:  |       |   |    |
| Telephone:  |       |   |    |

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