



Scite, Inc.

Data License Agreement

Scite, Inc. , a Delaware corporation, (“Scite” or “Licensee”)	[●], a [STATE] [corporation/limited liability company] (“Licensor”)
Address for Notices: Scite, Inc. 334 Leonard St #6 Brooklyn, NY 11211 Attention: Josh Nicholson Email: josh@scite.ai	Address for Notices: Attention: Email:
Effective Date:	[insert date]

Licensed Materials:	All published works of authorship of Licensor, including without limitation, all journals, peer reviewed articles, scientific studies and commentaries, as well as all citation statements, abstracts, any and all citation data, and the metadata with respect to each of the foregoing, whether now owned or hereafter acquired.
Permitted Formats:	XML, PDF, and all other non-editable formats now known or hereafter adopted.
Territory:	Worldwide.

This Agreement consists of the above terms and the License Terms and Conditions attached hereto as Exhibit A and incorporated herein by this reference (the “Terms and Conditions” and, together with the above terms, collectively, this “Agreement”).

This Agreement is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, communications and course of dealings between the parties. Each party hereto agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. Capitalized terms used but not otherwise defined above are defined in the Terms and Conditions. In the event of a conflict between the Terms and Conditions and any of the above terms, the terms set forth above shall control. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by electronic mail or other electronic means will have the same effect as physical delivery of the paper document bearing an original signature.

SCITE, INC.

LICENSOR: [

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By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

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Exhibit A

Scite, Inc.

License Terms and Conditions

1. License.

- a. **License Grant.** During the Term, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable, royalty-free, and non-transferable (except in compliance with Section 7(d)) license and right to: (i) use, reproduce, adapt and make modifications, translations, corrections, improvements and derivative works of the Licensed Materials; and (ii) distribute, display and publicly perform throughout the Territory, in all media now known or hereafter devised, such excerpts of the Licensed Materials in the Permitted Formats as Licensee deems reasonably necessary to enable users of Licensee's service to analyze the citations of scientific scholarly works contained within the Licensed Materials, subject to an end-user license agreement containing restrictions equivalent to those set forth in this Agreement.
- b. **Scope of License.** Without limiting the generality of Section 1(a), Licensee and each of its affiliates, shall have the license and right to: (i) exploit, generate, print, copy, download and store the Licensed Materials, and other data and metadata, information, and content, including all audio, visual, or digital and other displays and output, as may result from any execution, exploitation or other use of the Licensed Materials; (ii) reverse engineer, disassemble, decompile, decode, develop, and maintain the Licensed Materials (in object code and source code forms); or (iii) perform, and have its affiliates and related parties perform any other act, including the provision of any service, that is reasonably incidental to Licensee's exercise of the rights granted in Section 1(a).
- c. **Delivery.** No more than fourteen (14) days after the Effective Date, Licensor shall deliver the Licensed Materials to Licensee electronically, on tangible media or by such other means as Licensee may specify.

2. Confidentiality.

- a. **Confidential Information.** In connection with this Agreement, each party (the "Disclosing Party") may disclose or make available certain Confidential Information (as defined below) to the other party (the "Receiving Party"). Subject to Section 2.2(b), "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including without limitation, information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing, the financial terms and existence of this Agreement are the Confidential Information of Licensee.
- b. **Confidential Information Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or

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made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its representatives' non-compliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

- c. **Protection of Confidential Information.** The Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than to exercise its rights or perform its obligations under and in accordance with this Agreement. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party's employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.
- d. **Compelled Disclosure.** If the Receiving Party or any of its legal representatives is compelled by applicable law to disclose any Confidential Information then the Receiving Party shall, to the extent legally permissible: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 2 and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

3. Intellectual Property Ownership. Except for the rights granted hereunder, Licensor retains all right, title, and interest, including all intellectual property rights, in and to the Licensed Materials.

4. Representations and Warranties.

- a. **Mutual Representations and Warranties.** Each party hereto represents and warrants to the other party that: (i) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation; (ii) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth on the signature page hereto has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. **Representations and Warranties of Licensor.** Licensor further represents, warrants, and covenants to Licensee that: (i) it is and throughout the Term will remain the sole and exclusive legal and beneficial

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owner, or has and throughout the Term will retain sole and exclusive control (by ownership, license or otherwise) of the entire right, title, and interest in and to the Licensed Materials, including all intellectual property rights relating thereto; (ii) it has and throughout the Term will retain the unconditional and irrevocable right, power, and authority to grant and perform the license hereunder; (iii) the Licensed Materials, and Licensee's use thereof, is and throughout the Term will be free and clear of all encumbrances, liens, and security interests of any kind; (iv) neither its grant of the license, nor the services or any other performance by or on behalf of Licensor, under this Agreement does or will at any time conflict with or violate any applicable law, require the consent, approval, or authorization of any governmental or regulatory authority or other third party, or require the provision of any payment or other consideration to any third party; (v) it has not granted and will not at any time during the Term grant any license or other contingent or non-contingent right, title, or interest under or relating to the Licensed Materials that does or will conflict with or otherwise affect this Agreement, including any of Licensor's representations, warranties or performance or Licensee's rights or licenses hereunder; and (vi) when used in accordance with this Agreement, the Licensed Materials will not infringe, misappropriate, or otherwise violate any intellectual property rights or other right of any third party, or fail to comply with any applicable law.

5. Indemnification. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) incurred by Licensee arising from or related to (i) any third-party claim, suit, action, or proceeding alleging that any of the Licensed Materials infringes or misappropriates in any way such third party's intellectual property rights or (ii) Licensor's breach of any of the representations, warranties or covenants contained in this Agreement.

6. Term and Termination.

a. **Term**. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until [one (1)] year from such date (the "Initial Term"). This Agreement will automatically renew, on the same terms and conditions, for up to [two (2)] additional successive [one (1)] year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least [ninety (90)] days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

b. **Termination**. Either party may terminate this Agreement: (i) effective on written notice to such other party, if such other party materially breaches this Agreement, and such breach: (Y) is incapable of cure or (Z) being capable of cure, remains uncured for thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach or (ii) effective immediately upon written notice to such other party, if such other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

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- c. **Effect of Termination.** Upon expiration or termination of this Agreement or the Term, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 2, Licensee shall cease using and delete, destroy, or return to Licensor all copies of the Licensed Materials.
- d. **Survival.** Any rights, obligations, or required performance of the parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section 6 and Sections 2, 3, 5, and 7.

7. Miscellaneous.

- a. **Notices.** All notices, requests, consents, claims, demands, waivers, summons and other legal process, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant party at the address set forth on the signature page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section 7(a)). All Notices required or permitted hereunder shall be given in writing and shall either be (i) personally delivered, (ii) transmitted by postage prepaid certified mail, return receipt requested, (iii) transmitted by nationally recognized private express courier or (iv) by electronic mail, and shall be deemed to have been given on the date of receipt if delivered personally, three (3) days after deposit in mail or express courier, or during business hours upon successful transmission of an electronic mail message, and on the next business day if transmitted outside of business hours.
- b. **Governing Law; Venue.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States for the Southern District of New York or the courts of the State of New York, in each case located in New York County, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- c. **Amendment.** This Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived, or supplemented by an agreement in writing signed by each party.
- d. **Assignment.** Licensor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Licensee, including without limitation, pursuant to a change of control transaction. Any purported assignment or delegation in violation of this Section 7(d) shall be void ab initio. Licensee may at any time assign, transfer, or subcontract any or all of its rights or obligations under this Agreement without Licensor's prior written consent, including without limitation, pursuant to a change of control transaction. This Agreement will inure to the benefit of and be binding upon each party and each of their respective permitted successors and permitted assigns.
- e. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same agreement.
- f. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

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- g. **Rules of Construction.** Each party acknowledges that such party and their respective counsel have each had an opportunity to review and revise this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Agreement.

- h. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreement, representations, and warranties, both written and oral, with respect to such subject matter.

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