



Cambridge Crystallographic Data Centre (CCDC) Licence Terms



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Executive Summary

These Licence Terms explain how the Licensee may access and use CCDC's services, data, software and related materials, including the Cambridge Structural Database (CSD) and associated tools.

- **Licence scope:** CCDC grants the Licensee a limited, non-exclusive licence to use the data and software only for the permitted purpose, usage, sites and term set out in the Order Form.
- **Users, access and security:** Accounts, devices, licence keys and security features must not be shared, misused or made available to unauthorised individuals or third parties. The Licensee must keep the data and software secure and notify CCDC promptly of any misuse or security issue.
- **Licence breaches:** Unauthorised use or redistribution may result in additional charges and suspension or termination of the licence.
- **No redistribution or secondary commercialisation:** The Licensee must not resell, redistribute, make available, or use the data and software to build products or services or other offerings that incorporate, reproduce, substitute for or materially derive their value from the data or software, except where expressly permitted.
- **AI restrictions:** Unless CCDC expressly agrees otherwise, CCDC data and manipulated data must not be used within the architecture of AI systems, including for training, fine-tuning, embeddings, retrieval, inference, prompting or AI-enabled services. Transient use of CCDC data with an AI system is acceptable, provided that the requirements placed on the AI system are met to avoid data leakage and erosion of the CCDC data's value.
- **Ownership and attribution:** CCDC and its licensors retain ownership of the data, software, and services. Where the data or software are used in publications, outputs or research, the Licensee must acknowledge CCDC and cite the relevant references.
- **Fees and auto-renewal:** Fees are payable as set out in the Order Form, usually annually in advance. The agreement automatically renews for successive renewal periods unless terminated in accordance with the Licence Terms.

This summary is provided for convenience only. The full Licence Terms below govern the parties' rights and obligations and should be read in full.

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Agreed terms

1 Scope

- 1.1 During the Term, CCDC shall supply the Services and provide the Licence to the Licensee and the Licensee shall pay the Fees in consideration of the Services.

2 Licence

- 2.1 Subject always to the Licensee complying with the Licensee User Restrictions, CCDC grants the Licensee a non-exclusive, non-transferable licence for the Permitted Use at the Sites, during the Term, to access, use and download the Licensed Materials for educational, research and other activities within the Permitted Use, and to create analyses, results, discoveries, outputs and Derived Data arising from such use.
- 2.2 Except as expressly provided otherwise in this Agreement, the Licensee shall not: (i) use the Services, including the Licensed Materials (in whole or in part), in its products or services; or (ii) redistribute the Services, including the Licensed Materials (in whole or in part).

3 Licensee user restrictions

- 3.1 The Licensee shall, and shall procure that its Licensee Users shall:
- 3.1.1 not allow any third party (whether a legal or natural person) who is not a Licensee User to access or use the Licensed Materials or Services, and shall direct any such third party to contact CCDC to obtain an appropriate licence. For the avoidance of doubt, employees of a third party with whom the Licensee is collaborating on a project shall not be permitted access or use; such third party would need to take out its own licence with CCDC;
- 3.1.2 ensure that the Licensed Materials are used only by Licensee Users and Approved Devices associated with the Sites and within the quantities purchased by the Licensee, and that any access credentials, licence keys, device activations or Security Features are not used or shared to permit access by additional quantities or unauthorised persons without the prior written agreement of CCDC. If CCDC requires a Licensee User account to be assigned to a specific device or named individual, the Licensee shall comply with those requirements and only reassign to a replacement device or individual if the prior user ceases all access and use;
- 3.1.3 except as expressly permitted by this Agreement or to the extent mandatorily permitted by applicable law, not copy, transfer, modify, duplicate, create derivative

works from, frame, mirror, republish, download, display, transmit, distribute, extract, reutilise, use, exploit or store all or any portion of the Licensed Materials in any form or media or by any means;

- 3.1.4 except to the extent permitted by applicable law, not de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Licensed Materials;
- 3.1.5 not access or use the Licensed Materials to develop, provide or support any product, service, software, database, platform, model or other offering that incorporates, reproduces, substitutes for, or materially derives its value from, the Licensed Materials;
- 3.1.6 not provide the Services or Licensed Materials as a service to third parties, and not license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit or otherwise make the Services or Licensed Materials available to any third party except to Licensee Users in accordance with this Agreement;
- 3.1.7 not attempt to obtain, or assist any third party in obtaining, unauthorised access to the Services or Licensed Materials; and
- 3.1.8 not do anything which may, in CCDC's reasonable opinion, materially damage or bring into disrepute the reputation of CCDC, the Licensed Materials or the Services.
- 3.2 In addition to Clause 3.1, except to the extent that CCDC expressly provides otherwise in the Order Form or in any other written agreement between the parties, the Licensee shall not, and shall procure that the Licensee Users do not, use in any way Protected Data with any AI System, including the following actions:
 - 3.2.1 use, upload, submit, expose or otherwise make the Protected Data available (directly or indirectly) to any AI System;
 - 3.2.2 Train, Finetune, adapt, or otherwise configure any AI System using the Protected Data, or permit the same to occur;
 - 3.2.3 implement Inference or Retrieval or any search, indexing or embedding based technique over the Protected Data, including creating, generating, storing or using Embeddings derived from the Protected Data;
 - 3.2.4 prompt, query or otherwise cause any AI System not made available by CCDC to process the Protected Data, whether by means of an agent, tool, plug-in, connector, API or similar mechanism; or
 - 3.2.5 permit, provide, enable or offer any service to any third party (including the Licensee's clients) that uses an AI System in any way that engages the Protected Data.
- 3.3 Notwithstanding Clause 3.2, the Licensee may use Protected Data with an AI System solely on a transient basis for its internal business or research purposes, provided that the Protected Data, and any output that reproduces or contains Protected Data, is retained on the servers of the AI System only for so long as is necessary to generate the relevant output plus a reasonable retention period, and:
 - 3.3.1 access to the AI System is restricted to authorised Licensee Users;

- 3.3.2 the Protected Data is not used to Train, Finetune or otherwise improve the AI System or any other AI System;
 - 3.3.3 if the AI System is provided by a third party, the provider of the AI System is contractually restricted from using the Protected Data for model training or model improvement purposes;
 - 3.3.4 the Licensee retains control over the Protected Data and any output that reproduces or contains Protected Data, where hosted on its own infrastructure, or, where hosted on third party infrastructure, the AI System is provided under an enterprise-grade agreement containing appropriate confidentiality, security and data protection commitments; and
 - 3.3.5 such use does not result in the creation of a product, service, database or other offering that competes with the Licensed Materials or Services. For the avoidance of doubt, this Clause 3.3 does not permit the creation, generation, storage or use of Embeddings, indices, caches, retrieval stores or other similar storage used for Retrieval, or the use of Protected Data to Train, Finetune, adapt or otherwise develop or improve an AI System, whether for internal business purposes or otherwise. Any such use requires a separate licence expressly agreed in writing by CCDC.
- 3.4 The Licensee is responsible for all acts and omissions of each Licensee User and any and all use of the Services using each Licensee User's access credentials, and shall indemnify and keep indemnified CCDC against all losses, Liabilities, damages, costs and expenses suffered or incurred by CCDC arising out of or in connection with any breach of Clauses 3.2 or 3.3 by the Licensee or any of its Representatives.

4 **Unauthorised use**

- 4.1 If any Unauthorised Use is made of the Licensed Materials or Services and such use is attributable to the act or default of, or through, the Licensee (including breach of any Licensee User Restrictions) then, without prejudice to CCDC's other rights and remedies, the Licensee shall immediately be liable to pay CCDC, and CCDC shall be entitled to submit an invoice for an amount equal to the Fees that CCDC would have charged, had CCDC authorised the unauthorised user or Site at the beginning of the period of that Unauthorised Use. Breach of this Clause 4.1 shall be deemed a material breach under Clause 16.2.1.

5 **Intellectual Property Rights ownership**

- 5.1 The Licensee acknowledges that: (i) all Intellectual Property Rights in the Licensed Materials are the property of CCDC or its licensors, as the case may be; (ii) it shall have no rights in or to the Licensed Materials other than the right to use them in accordance with the terms of this Agreement (unless set out in an additional agreement between the parties); and (iii) CCDC or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, validating, curating, selection, co-ordination, development, presentation and supply of the Data.
- 5.2 The Licensee shall ensure that any use of the Licensed Materials or Services credits as the source of the Data and insights, wherever technically and commercially feasible, CCDC, any licensor of CCDC or any other source of the Data specified by CCDC.

6 Warranties

- 6.1 CCDC warrants that it has the right to license the receipt and use of Services (including the Licensed Materials) as specified in this Agreement.
- 6.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 6.3 Without limiting the effect of Clause 6.2, CCDC does not warrant that the Data has been tested for use by the Licensee or any third party or that the Data will be suitable for or be capable of being used by the Licensee or any third party.
- 6.4 Unless otherwise expressly set out in this Agreement, CCDC does not warrant that the Services are fit for the Licensee's specific purposes, are error free or uninterrupted, or are compatible with any hardware or software not specified in documentation. CCDC shall not have any Liability for the transfer of data over communications facilities, including the internet, and any limitations, delays, and other problems inherent in the use of such communications facilities.

7 Services

- 7.1 During the Term, CCDC shall use its reasonable endeavours to supply the Services to the Licensee in accordance with the Service Levels. CCDC shall supply any Releases to the Licensee promptly when they become available.
- 7.2 CCDC may change, at any time with as much prior warning to the Licensee as is reasonably practicable: (i) the content, format or nature of the Software and Data; and (ii) the means of access to the Services.
- 7.3 CCDC shall use its reasonable endeavours to ensure the continuity of the Services in accordance with the Service Levels, perform scheduled maintenance at times CCDC considers will mitigate disruption and shall provide advance warning of any maintenance where reasonably practical.
- 7.4 CCDC may, from time to time, make changes to the Licensed Materials to: (i) improve, update, upgrade or retire existing functionality or services; (ii) introduce new functionality or services; (iii) reflect changes to technology or market practice; or (iv) ensure that the Services remain compliant with all applicable laws, legal obligations or regulations.
- 7.5 CCDC shall provide technical and scientific support as set out in the Service Levels.

8 Fees

- 8.1 CCDC shall invoice the Licensee for the Fees attributable for the Services.
- 8.2 At least two months before a Renewal Period, CCDC shall provide the Licensee with a quotation of the Fees for the upcoming Renewal Period, and any changes to these Licence Terms, effective at the upcoming Renewal Period. Unless the Licensee terminates this Agreement in accordance with Clause 16, CCDC shall provide the Licensee with an invoice for the Fees stated not less than one calendar month before the start of the Renewal Period.
- 8.3 The Licensee may request in writing, and CCDC shall at its discretion provide, a written quotation of the Fees for: (i) purchases of additional Services; (ii) increases to the number of

Licensee Users; (iii) increase to the number of Approved Devices; (iv) increases to the number of Sites; or (v) any other change in the Licensee's desired use.

- 8.4 If the Licensee approves the Fees in writing under Clause 8.3 CCDC may invoice for the additional Fees during the then current Initial Term or Renewal Period (as applicable).
- 8.5 All Fees are exclusive of VAT or any other applicable tax, which the Licensee shall pay at the rate and in the manner for the time being prescribed by law at the same time as the payment of the Fees.
- 8.6 If the laws of any part of the territory where the Licensee is based requires the Licensee to withhold tax on any payment which the Licensee is obliged to make to CCDC under this Agreement, the Licensee shall: (i) obtain a proper receipt and discharge for the tax so deducted and forward it without delay to CCDC; (ii) do all such other things and take such other steps as may be reasonably required to enable CCDC to obtain any tax credit which may be available to it; and (iii) in the event that any taxes deducted cannot be reclaimed, make up to CCDC any shortfalls in payment attributable to such tax deductions.
- 8.7 The Fees for the Initial Term and any Renewal Period shall be due and payable by the Licensee in full to CCDC annually in advance, unless otherwise agreed in advance in writing. Subject to that, the Licensee shall pay all other amounts due to CCDC (including under Clauses 8.3 and 8.4) within 30 days of the date of CCDC's invoice unless otherwise provided in the Order Form or as otherwise agreed by the parties in writing. Any objections or queries on an invoice must be raised in writing within 30 days of the date of the relevant invoice.

Confidentiality

- 9 The provisions of this Clause shall not apply to any Confidential Information that: (i) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this Clause 9); (ii) was available to the receiving party on a non-confidential basis before receipt from the other party; (iii) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or (iv) the parties agree in writing is not confidential or may be disclosed.
- 9.1
- 9.2 Each party shall keep the other party's Confidential Information confidential and shall not: (i) use any Confidential Information except for the purpose of exercising its rights or performing its obligations under this Agreement (the **Permitted Purpose**); or (ii) disclose any Confidential Information to any third party, except as expressly permitted by this Clause 9.
- 9.3 A party may share the other party's Confidential Information with its Representatives, as required for the Permitted Purpose, provided that it remains responsible for informing those Representatives of, and ensuring compliance with, the confidentiality obligations in this Clause 9.
- 9.4 A party may disclose Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent practical and it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in

accordance with this Clause 9, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10 Announcements and publication

- 10.1 Where the Licensed Materials or Services are used in furtherance of publications (including the creation and publication of images), the Licensee shall procure that the relevant reference article is cited. These can be found at <https://support.ccdc.cam.ac.uk/support/solutions/folders/103000631720>.
- 10.2 The Licensee may, with attribution to CCDC in line with Clause 10.1, publish (i) CSD identifiers (known as CSD Refcodes); (ii) images of individual database entries generated using CCDC's Software, and (iii) key results derived from the Licensee's permitted use of the Licensed Materials or Services.
- 10.3 The Licensee may publish data from up to 100 entries in the CSD as part of a research paper without CCDC's written permission, subject to attribution to CCDC in line with Clause 10.1. Publication of data from a greater number of entries, or publication of the Data on a larger scale requires CCDC's prior written consent.
- 10.4 Where CCDC considers that the right provided under Clauses 10.2 and 10.3 is being used by the Licensee (either alone or jointly with other licensees) to copy, transfer, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, extract, reutilise, use, exploit or store valuable datasets within the CSD, then CCDC may, at its absolute discretion, remove, amend or make subject to conditions, such permission, by informing the Licensee in writing.
- 10.5 This Agreement shall not prevent or hinder registered students or academics of the Licensee from submitting for degrees or theses based on results obtained during the course of work undertaken based on the Data, provided that their use remains within the Permitted Purpose and such use does not reproduce the CSD (in whole or in part).
- 10.6 In accordance with normal academic practice, students, employees and other authorised personnel of the Licensee may discuss work undertaken using the Licensed Materials in seminars, tutorials, lectures, conferences and other educational, research or scientific activities, and may provide teaching or training relating to such work.

11 Security

- 11.1 The Licensee shall implement security practices and systems in accordance with Good Industry Practice to prevent, and take prompt remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Licensed Materials.
- 11.2 If the Licensee becomes aware of any misuse of the Licensed Materials, any security breach affecting the Licensed Materials or otherwise adversely affecting CCDC, or any actual or suspected compromise of a Security Feature:
 - 11.2.1 the Licensee shall, without delay, notify CCDC and reasonably co-operate with CCDC in any investigation and remediation of the issue; and
 - 11.2.2 CCDC may suspend the Licensee's rights under this Agreement until the misuse or security breach or unauthorised disclosure or compromise of a Security Feature is remedied.

11.3 CCDC may change Security Features and take reasonable measures to inform the Licensee.

12 Export

12.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (the **Export Control Laws**).

12.2 Each party undertakes: (i) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it which substantially replicates the one set out in Clause 12.1; and (ii) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

12.3 To the extent reasonably necessary for CCDC to comply with applicable Export Control Laws, CCDC may require the Licensee to take further reasonable steps (including providing in writing, information, end-use and end-user assurances and destination details), and the Licensee shall promptly do so to ensure such compliance.

13 Limitation of liability

13.1 Neither party excludes or limits Liability for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence; (iii) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (iv) any matter in respect of which it would be unlawful for the parties to exclude or limit Liability.

13.2 Subject to Clause 13.1, CCDC shall not have any Liability for any: (i) indirect or consequential losses, damages, costs or expenses; (ii) loss of actual or anticipated profits; (iii) loss of contracts; (iv) loss of use of money; (v) loss of savings; (vi) loss of revenue; (vii) loss of goodwill; (viii) loss of reputation; (ix) ex gratia payments; (x) loss of business; (xi) loss of operation time; (xii) or lost opportunity; or (xiii) loss of, damage to or corruption of, data; whether or not such losses were reasonably foreseeable or CCDC or its agents had been advised of the possibility of the other incurring such losses. For the avoidance of doubt, subclauses (i) to (xiii) of this Clause 13.2 apply whether such losses are direct, indirect, consequential or otherwise.

13.3 Subject to Clause 13.1, where the Licensee pays or is required to pay Fees of £1,000 or more for the Initial Term or Renewal Period (as applicable), CCDC's total aggregate Liability for all claims arising in that Initial Term or Renewal Period (as applicable) shall in all circumstances not exceed 100% of the total Fees paid or otherwise payable by the Licensee to CCDC during that Initial Term or Renewal Period (as applicable).

13.4 Subject to Clause 13.1, where the Licensee pays or is required to pay Fees of less than £1,000 for the Initial Term or Renewal Period (as applicable), CCDC's total aggregate Liability for all claims arising in Initial Term or Renewal Period (as applicable) shall not exceed £1,000.

13.5 The limitations of Liability under Clauses 13.3 and 13.4 have effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

13.6 Any dates quoted for delivery of any specific Services are approximate only, and the time of delivery is not of the essence. For the avoidance of doubt, CCDC shall not have any Liability

for any delay in delivery of the Services that is caused by an event within the scope of Clause 18.5.

14 **Audit**

- 14.1 The Licensee shall keep detailed, accurate and up-to-date records showing, during the previous three years, the steps taken by the Licensee to comply with this Agreement, including the Licensee User Restrictions (the **Records**). The Licensee shall ensure that the Records are sufficient to enable CCDC to verify the Licensee's compliance with its obligations under this Agreement.
- 14.2 CCDC may, on reasonable notice, inspect the Records for the purpose of verifying the Licensee's compliance with this Agreement.

15 **Suspension**

- 15.1 CCDC may, without prejudice to any other rights or remedies available to it, suspend the Licensee's access to the Services in whole or in part with immediate effect on notice to the Licensee if: (i) the Licensee has failed to pay any Fees in accordance with this Agreement; (ii) the Licensee is otherwise in breach of its obligations under this Agreement; (iii) there is an attack on the Services used by the Licensee or if the Licensee's data is accessed or manipulated by a third party without the Licensee's consent; (iv) CCDC is required by applicable law to suspend the Licensee's access to, or use of, the Services; or (v) CCDC reasonably believes that the suspension of the Services is necessary to protect its infrastructure, network or the use of the Services by other customers because of a threat to the security, integrity or use of the Services.
- 15.2 CCDC shall have no Liability whether under this Agreement or at law for any exercise of its rights pursuant to this Clause 15.

16 **Term and termination**

- 16.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with this Agreement or by law, shall continue in force for the Initial Term and shall automatically extend for successive Renewal Periods thereafter, until terminated by either party giving no less than one month's notice of termination to the other party, such notice to take effect at the end of the Initial Term or the relevant Renewal Period as the case may be.
- 16.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving notice to the other party if:
 - 16.2.1 the other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - 16.2.2 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
 - 16.2.3 the other party suspends or ceases, or threatens to suspend or cease, carrying on business.
- 16.3 Without prejudice to Clause 16.2, CCDC may terminate this Agreement with immediate effect by notice to the Licensee if: (i) the Licensee fails to pay any amount due under this

Agreement on the due date for payment and remains in default not less than 30 days after being notified to make that payment; (ii) the Licensee undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010; or (iii) the Licensee or any of its Representatives engage in conduct which, in CCDC's reasonable opinion, damages or risks damaging CCDC's reputation.

- 16.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect, including Clauses 3, 4, 5, 9, 10, 13, 14 and 18.

- 16.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

- 16.6 On any termination or expiry of this Agreement for any reason, the Licensee shall immediately pay any outstanding amounts owed to CCDC under this Agreement and ensure that there is no further use of the Licensed Materials.

- 16.7 On any termination or expiry of this Agreement for any reason or expiry of the Term the Licensee shall as soon as reasonably practicable and in any event not later than 14 days, ensure that all Data, Manipulated Data (excluding any Derived Data) and Licensed Materials is deleted from the Licensee Systems; and any electronic data shall be considered deleted, for the purpose of this Clause 16.7, where it has been put beyond use by the deleting party.

Notice

- 17 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email to the following addresses (or an address substituted in writing by the party to be served): (a) CCDC: legal@ccdc.cam.ac.uk; (b) Licensee: the email address provided in the Order Form.

- 17.2 Any notice sent by email is deemed received when transmitted, or if transmitted outside normal business hours, it is deemed received at the start of the next business day (Monday to Friday, except a bank holiday in England, as set out on www.gov.uk/bank-holidays).

Miscellaneous

- 18 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

- 18.2 **Assignment.** The Licensee shall not assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of CCDC.

- 18.3 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the

single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

- 18.4 **Remedies.** Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 18.5 **Force majeure.** Neither party shall have any Liability for any breach, delay, hindrance or failure in the performance of its obligations under this Agreement for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control, regardless of whether the events, circumstances or causes could have been foreseen. If the period of delay or non-performance continues for 60 days, either party may terminate this Agreement by giving not less than 30 days' notice to the other party.
- 18.6 **Data Protection.** In performing this Agreement, each party shall, and shall procure that its Representatives shall, comply with all applicable data protection and privacy laws.
- 18.7 **Variation.** CCDC may introduce amendments to this Agreement from time to time in the ways and at the times described in this Agreement (including as described in Clauses 7.2, 7.4, or 8.2 and for any amendments to the Service Levels). Apart from this, no amendment, change or variation of this Agreement shall be effective unless it is in writing and signed by both parties through their authorised representatives.
- 18.8 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 18.9 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.10 **Third party rights.** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 18.11 **Governing law.** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 18.12 **Jurisdiction.** Any dispute which may arise out of or in connection with this Agreement shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. Those Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be in England. The language to be used in the arbitral proceedings shall be English.

19 Definitions and interpretation

- 19.1 The definitions and rules of interpretation in this Clause apply in these Licence Terms and in any agreement between the parties incorporating these Licence Terms.

Academic Licensee: a Licensee whose licence type is stated to be "Academic" in the Order Form.

Agreement: the Order Form and these Licence Terms.

AI System: any software, model, system, service or tool (including any frontier model, large language model, multimodal or specialised model, or any application layer system built on such models) that generates, transforms, classifies or otherwise processes content using machine learning or similar techniques, whether hosted by the Licensee, a third party or made available as a managed service.

Approved Device: any allocated device to be made available to students (in the case of Academic Licensees), employees or officers of the Licensee, who are permitted under the terms of this Agreement to access and use the Services (in whole or in part).

Commencement Date: the date specified in the Order Form.

Confidential Information: any information in any form or medium obtained by or on behalf of one party from or on behalf of the other party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential whether disclosed or obtained before, on or after the Commencement Date together with any reproductions of such information or any part of this information, including:

- a) the terms of the Order Form or any agreement entered into in connection with this Agreement;
- b) the contents of the Licensed Materials (in the manner made available to the Licensee), Services, and Fees (which shall be CCDC's Confidential Information);
- c) any information that would be regarded as confidential by a reasonable business person;
- d) any information developed by the parties while carrying out this Agreement.

CSD: CCDC's proprietary curated database of organic and metal-organic structures, as is commonly referred to as the "Cambridge Structural Database".

Data: the data or information provided or made available by CCDC, including data contained in the CSD, in whatever form, including new data added in Releases but excluding non-curated data.

Derived Data: any Data (in whole or in part) Manipulated or transformed, modified, converted, reconstructed or remodelled to such a degree that it: (a) cannot be identified as originating or deriving directly from the Data or the Services and cannot be reverse-engineered such that it can be so identified; and (b) is not capable of use substantially as a substitute for the Data or the Services.

Embeddings: a vector or other mathematical representations or similar data derived from, based on, or that encode structure or content, whether stored transiently or persistently.

Fees: the fees payable by the Licensee to CCDC for access to the Services by Licensee Users at the Sites, as set out in the Order Form and in accordance with Clause 8.

Finetune: the use of data to adapt or specialise an existing AI System for a particular task, domain or dataset, including parameter efficient finetuning or similar techniques.

Good Industry Practice: in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.



Inference: the processing of inputs by an AI System to generate outputs, including any non-training execution path; for the purposes of this Agreement, "Inference" includes any use that creates or relies on Embeddings, indices, caches or other learned representations of the Protected Data.

Initial Term: the initial term set out in the Order Form.

Intellectual Property Rights: any patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade names and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights in any part of the world.

Liability: liability in or for or under: breach of contract, any indemnity, tort (whether deliberate or not), negligence, breach of statutory duty, misrepresentation, restitution or any cause of action whatsoever relating to or arising under or in connection with this Agreement, including liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract).

Licence: the licence granted in Clause 2, of the type provided in the Order Form.

Licence Terms: this licence terms document.

Licensed Materials: the Data and the Software (including any Releases) and any other documents supplied by CCDC under this Agreement.

Licensee: the licensee detailed in the Order Form.

Licensee System: any information technology system or systems owned or operated by the Licensee from which Data is received or used in accordance with this Agreement. For Academic Licensees, the meaning shall be extended to also include students' personal information technology systems.

Licensee User: any student (in the case of Academic Licensees), employee or officer of the Licensee authorised by the Licensee to access and use the Services (in whole or in part). For the avoidance of doubt, "Licensee Users" cannot be employees of a third party with whom the Licensee is collaborating on a project; such third party would need to take out its own licence with CCDC.

Licensee User Restrictions: the restrictions set out in Clause 3.

Manipulate: to combine or aggregate the Data (in whole or in part) with other data or information or to adapt the Data (in whole or in part).

Manipulated Data: any Data which has been Manipulated.

Order Form: CCDC's order form, signed by the Licensee and CCDC, detailing, amongst other items: (a) the Licensee's details; (b) the Services to be provided by CCDC; (c) the Fees and any other amounts due and payable by the Licensee for the Initial Term; (d) any other commercial terms agreed by the parties relating to the Services and Service Levels; and (e) any other documents or terms applicable to the Services to be provided pursuant to that Order Form, or scope of the Licence.

Permitted Use: in each case subject to the Licence, as prescribed by the "Licence type" field in the Order Form and as otherwise described in this Agreement, means: (a) "Academic": for educational, teaching, training and research purposes only; and (b) "Commercial": for the Licensee's commercial

activities, including research and development activities, subject to the restrictions set out in this Agreement.

Protected Data: the Data and any Manipulated Data.

Release: upgrades and enhancements to the Data or Software which CCDC generally makes available to its licensees.

Renewal Period: each successive 12-month period after the Initial Term for which this Agreement is renewed, or otherwise as stated on the Order Form

Representatives: in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

Retrieval: any process in which an AI System retrieves, accesses, searches or otherwise conditions external data (including the Protected Data) to inform or augment its outputs.

Security Feature: those security features communicated to the Licensee by CCDC in writing from time to time, which may include any key, PIN or password.

Service Levels: the support service levels found at <https://support.ccdc.cam.ac.uk/support/solutions/articles/103000306394-what-is-the-service-level-agreement-for-support-of-ccdc-customers->, as amended by CCDC from time to time and with the service levels that are relevant to the Licensee being as prescribed by the licence type field in the Order Form.

Services: the services to be provided by CCDC to the Licensee, as set out in the Order Form and these Licence Terms. Such services may include: (a) making the Licensed Materials available to the Licensee; (b) granting access to Data (including the CSD); (c) providing Releases; and (d) general support services in line with the Service Levels.

Sites: the physical locations, having a postal address, to which the Licensed Materials are to be supplied or otherwise made available, as specified in the Order Form, and as may be updated, from time to time.

Software: any software, technology and analytics provided or made available by CCDC to the Licensee from time to time, as initially set out in the Order Form, including any Releases and software suites.

Term: the Initial Term and any Renewal Periods, unless this Agreement is terminated earlier in accordance with its terms.

Train: the use of data to develop or improve an AI System's parameters or learned representations, including pretraining, continued training and any process that updates or creates weights or persistent learned representations.

Unauthorised Use: any use of the Licensed Materials which is in breach of the Licensee User Restrictions or otherwise not in accordance with, or permitted under, this Agreement, including any use which does not comply with the scope of the Licence.

19.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

19.3 A reference to a company shall include any company, corporation, business, entity, institution or other body corporate, wherever and however incorporated or established.

- 19.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 19.5 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 19.6 If and to the extent that there is any inconsistency between: (i) any provisions contained in the Order Form and any provisions contained in these Licence Terms, these Licence Terms shall prevail, unless expressly overridden in the Order Form; and (ii) any of the provisions of this Agreement and the provisions of any other document, the provisions of this Agreement shall prevail.