

BIRD DIVISION DIGITAL DATA USAGE AGREEMENT

1. Usage

- 1.1 The UMMZ Bird Division grants you a non-exclusive, non-sublicensable, and non-transferable license to use digital data ("Digital Data") collected from UMMZ bird specimens listed herein. Digital Data are defined as images, videos, audio recordings, mesh files, 3D datasets, and other digital derivatives originating from collections accessioned in the UMMZ.
- 1.2 Redistribution or sublicensing of the Digital Data is prohibited. Deposition of Digital Data in repositories requires prior written permission from the UMMZ. Production of derivatives or physical replicas derived from the Digital Data requires prior written permission from the UMMZ.
- 1.3 You agree to provide the UMMZ with copies of any digital derivatives produced from the Digital Data, including but not limited to measurements, renderings, segmented data, 3D meshes, rigged meshes, animations, and annotations, if requested. Michigan may use these digital derivatives for research and educational purposes.
- 1.4 You must comply with any additional restrictions (e.g., copyright or privacy rights) specified in metadata and/or README.txt files associated with the Digital Data. You may not remove any proprietary notices included with the Digital Data.

2. Attribution

- 2.1 You agree to cite the digital object identifier ("DOI") or universally unique identifier ("UUID") associated with the Digital Data in publications and other works.
- 2.2 You agree to cite the author and source of the Digital Data.
- 2.3 If the Digital Data were produced by the UMMZ, you agree that the attribution, in an acknowledgements section or similar will read:

"The data was provided courtesy of the University of Michigan Museum of Zoology."
- 2.4 If the Digital Data represent a voucher specimen held by the UMMZ, the catalog number of the specimen must be referenced in the Specimens Examined or similar section in the manuscript (e.g., ummz:mammals:12345).

3. Publication

- 3.1 You shall notify the UMMZ of all authored/co-authored publications in which Digital Data are used and provide electronic copies of those publications to the responsible collection manager.

4. Disclaimer of Warranty; Limitation of Liability

- 4.1 Digital Data and associated information are provided on an "as is" basis, and Michigan specifically disclaims all warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. Michigan has no obligation to provide you with any maintenance, support, or updated Digital Data.
- 4.2 IN NO EVENT WILL THE REGENTS OF THE UNIVERSITY OF MICHIGAN, INCLUDING ITS REGENTS, FELLOWS, OFFICERS, EMPLOYEES AND AGENTS, BE 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 (a) DIRECT, (b) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (c) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (d) LOSS OF GOODWILL OR REPUTATION, (e) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY, OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER MICHIGAN, ITS REGENTS, FELLOWS, OFFICERS, EMPLOYEES AND AGENTS, MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

5. *Reservation of Rights*

- 5.1 Michigan reserves all rights not expressly granted to you in these Terms and Conditions.
- 5.2 These Terms and Conditions may change without notice. Changes shall be effective upon posting, and you are encouraged to check regularly for updates. See the UMMZ website (lsa.umich.edu/ummz) for current terms.

6. *Applicable Law*

- 6.1 These Terms and Conditions will be governed by and construed under the laws of the State of Michigan. Any actions in regard to these Terms and Conditions will be heard, decided, and resolved in the Michigan Court of Claims.

7. *No Assignment*

- 7.1 You may not assign or transfer any of your rights or delegate any of your obligations hereunder to any third party.

8. *Compliance with Law*

- 8.1 You may not use the Digital Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- 8.2 The rights granted to you in these Terms and Conditions are subject to any restrictions or any rights required to be granted under prior research or sponsorship agreements, or retained by the U.S. government, for example in accordance with Chapter 18 or Title 35 of U.S.C. 200-212 and the regulations thereunder (37 CFR Part 401), when applicable. You agree to comply in all respects, and shall provide us with all reasonably requested information and cooperation for us to comply with applicable provisions of the same and any requirements of any contracts between us and any agency of the U.S. government that provided funding for the subject matter hereof.

9. *Termination*

- 9.1 Michigan may terminate your right to use the Digital Data if you breach any provision of these Terms and Conditions immediately upon written notice to you. Upon termination, you agree to cease using the Digital Data, delete or destroy all copies of the Digital Data, and certify in writing to UMMZ that the Digital Data has been deleted or destroyed.
-