



PRODUCT / SERVICES TERMS

These Product/Service Terms apply to certain products that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “order form”) and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms do not apply to your order. “We”, “our” and “Clarivate” means the Clarivate entity identified in the order form; “you” and “your” means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

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Analytics Data Hub

1. Dataset & Toolkit license. During the term we will entitle you for access to the data set out on your order form (“dataset”) in accordance at all times with the Clarivate Terms. For your internal, non-commercial use only, you may use the analytics tools we make available to you (each a "Toolkit") to (i) perform numerical or statistical analyses on the dataset; and (ii) where such functionality exists within a Toolkit, to develop code to analyze and extract patterns from the dataset.

2. Restrictions and limitations. Users may share limited extracts of results and analytics derived through the Toolkits as incidental samples or for illustrative or demonstration purposes in reports or other documentation created in the ordinary course of their role. While you will be able to use the Toolkits to run analytic queries on the dataset, direct extraction of any data from the dataset is prohibited. You must not circumvent any security protections to or otherwise attempt to access the dataset, including through use of the Toolkits. Any models, algorithms or other programming created within the Toolkits must remain in the Toolkits and will be deleted by you or us at termination.

3. Your Content. You may be able to upload your content to the hosted platform made available by us in order to analyze your content with our data, however this functionality is for your convenience only. The hosted platform should not be used as a storage environment and any of your content that you upload is at your own risk. You represent and warrant that your content which you upload to the platform will not (a) be unrelated to the product; (b) violate anyone’s copyright, trademark or other proprietary right; (c) contain a virus or any other harmful components; or (d) give rise to any liability or violates any applicable local, state, federal or international law or regulation. CLARIVATE DISCLAIMS ALL RESPONSIBILITY FOR PROTECTING, SECURING OR BACKING UP YOUR CONTENT. You must indemnify and hold harmless us, our affiliates and third-party providers against any claim arising in connection to your content which you upload your content to the hosted platform made available by us.

Author Connect

1. License. To the extent we provide you with author information, you may use such information only for the purposes expressly stated on the order form and you acknowledge and agree that we retain all rights in such information. You must not communicate with any author, or provide any of the author information to any third party unless you have obtained such author information independently from us in which case you are fully responsible for how that information is processed.

2. Service Provider. You agree to use the designated service bureau to test and deploy the marketing campaigns set up using the service.

3. Indemnity. We will indemnify you against damages you incur as a result of any third party claim arising out of or in connection with our failure to ensure any author has agreed to being contacted via email for marketing purposes. Our aggregate liability arising out of or in connection with this indemnity shall not exceed an amount equal to the total amount of fees paid by you during the term as at the date the claim arises.

CBDD+ Consortia

1. Definitions. (a) Your “affiliate” means any entity where more than 50% of the issued shares or voting stock of the entity are under common control, either directly or indirectly, with you. Entities which become or cease to be your affiliates after the date of your order form are not included within the licenses without our prior written approval. (b) “Results” means the code, framework, data sets and other deliverables set forth in the related



Project. (c) “Project” means the collaboration by the members of the consortia (“Members”) leading to production of the Results.

2. Results. (a) We will release the Results in accordance with the Project timetable set forth in the Project Plan. Upon release, you and your affiliates may use the Results for your and your affiliates’ internal business purposes, including the research and development of pharmaceutical and diagnostic products, for so long as you remain a Member of the consortia. (b) Current Members have exclusive rights to Results through the duration of the consortia. Following termination of the consortia, Clarivate may freely distribute data, the Results or other developments from the consortia. (c) Notwithstanding clause 2(b), during the exclusivity period we may use Results (i) for demonstration purposes with nonmembers or (ii) freely for our internal purposes, including the provision of services and deliverables to other Clarivate clients, provided that Clarivate does not disclose the Results.

3. Project Board. (a) Each Member will appoint a scientist to a project board to act as that Member’s representative and to exercise the Member’s right to vote. The project board will provide the overall direction of the Project and grants us, or persons engaged by us, responsibility for day-to-day management of the Project, acting where possible in accordance with the Project Plan. (b) Subject to clause 3(c) below, the project board will operate by way of secret majority vote. Each Member is entitled to vote once in any decision provided the Member is current in its obligations with respect to the Project. (c) Periodically, the project board will create and adopt a work plan and formal milestones (the “Project Plan”) in coordination with Clarivate. The Project Plan can be changed at any time, by at least two-thirds vote of those Members entitled to vote.

4. Membership. (a). In order to enroll in the consortia, each Member must pay an enrollment fee, which provides the Member with access to the previously developed Results under the consortia and a perpetual license to certain Computational Biology Algorithm(s) for your and your affiliates’ internal business purposes, including the research and development of pharmaceutical and diagnostic products. (b). After entering the consortia you must pay an annual membership fee to retain access to the Results and to be entitled to vote. If you leave the consortia you may reactivate your membership only upon payment of the unpaid membership fees for the period since you left the consortia in addition to the membership fee for the upcoming year.

5. Term and termination. (a). Your membership will automatically renew for consecutive twelve (12) month terms unless you provide at least thirty (30) days’ notice of your intent not to renew (b). If your membership in the consortia terminates, your right to access and use the Results ends and you must delete any Results in your or your affiliates’ possession unless you purchase perpetual rights to Results developed prior to your termination, as set forth in a mutually agreed order form. For any Results where you have purchased perpetual rights, you may retain such Results subject to the terms of the agreement unless such license is revoked by us due to your breach. (c). We may suspend or terminate the Project if we determine in our sole discretion there is insufficient funding to maintain the consortia, in which case active Members may maintain any Results received prior to termination.

6. Ownership. All work product (including the Results) developed under the Project by us, individually, with the Members or with third parties, is our sole and exclusive property and you hereby assign to us all rights (present and future) you may have in the work product and waive (and shall procure that your users waive) any moral rights in such work product.

Citation Connection

1. License. Your access to Citation Connection is subject to, and we may terminate your access if you fail to maintain, an active license to both the Web of Science SCIE and SSCI indexes.

CMR Programs

1. Professional Service. The program is a professional service. You will provide accurate and complete information in the timeframe and format reasonably requested by us in order to provide the program. The delivery method and milestone dates for the deliverables are set out in your order form. We will provide the deliverables to you within a reasonable period following the milestone dates. If delivery is provided online, we will provide you with a URL and login details for use by your authorized employees only. Deliverables are deemed accepted on delivery.



2. Intellectual Property. (a) Your Data. You own your data in the form provided to us, which you perpetually license to us to use solely as required for the program stated on your order form, including anonymously incorporating it within the data we create and own. **(b) Our Data.** You may not (i) use our data for any medical diagnosis or treatment purpose; or (ii) use our data to create any index that will be used as a tradable instrument in the nature of a security. **(c) Our Use.** Except to the program participants, we will not publish data we create within the program for at least 12 months from the date first delivered to any participant. We may freely distribute data after that 12 month period. **(d) Your Use.** You will not publish or distribute data we create or provide within the program for at least 12 months after we provide it to you. After those 12 months you may on an ad hoc basis, distribute limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers. You may also distribute our data i) to government and regulatory authorities investigating you, if specifically requested; and ii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate and are subject to confidentiality obligations. You may not otherwise publish our data without our prior written consent. **(e) Attribution.** As reasonably required for these purposes, you may quote and excerpt our data in your work, provided you appropriately cite and credit CMR as the source.

3. Privacy. You must not provide any data to us which contains personal data.

4. Termination. You may exit the program before the end of the term (i) if we agree in writing that the program will remain viable; and (ii) on payment to us of all charges that would have been payable to the end of the term.

Clarivate Patient Data Intelligence

1. Restrictions. You agree that the data from the Clarivate Patient Data Intelligence product ("Product") will not be: (i) copied, sold, rented, leased, transferred, or disclosed to any party without our prior written consent, which consent shall not be unreasonably withheld; (ii) under no circumstances, shared or discussed, directly or indirectly, with any pharmacies or prescribers, or with any persons employed or engaged by pharmacies or prescribers; (iii) stored, accessed, or used outside the EU or UK without our prior written consent, (iv) used to identify an individual patient, an individual's relatives or household members, a pharmacy or hospital provider, or a source of the data, (v) reengineered, reverse engineered, mashed up, linked to, used or combined with other data that would result in the re-identification of or the identification of the original source of the data or be in violation of applicable law; (vi) used to identify and/or select sites, practitioners, patients or other individuals for participation in clinical trials; and/or (vii) published, quoted, made or reproduced for advertising, promotional or public relations purposes, reproduced or placed in any data retrieval systems.

2. Obligations. You shall (i) implement, use and enforce reasonable and appropriate technical, physical, and administrative safeguards consistent with industry standards and best practices to ensure the confidentiality of the data in the Product and (ii) assure that the data in the Product remains anonymized in accordance with applicable law.

CompuMark

For all CompuMark Products and Services

1. License. If you are an attorney or law firm, internal business purposes includes your use of our CompuMark products and services for the benefit of your clients. Unless the service is terminated for your breach, you may retain and continue to use, in accordance with the agreement, SAEGIS, SERION, CompuMark API, TM go365, Naming, TrademarkVision search results obtained during the term.

2. Charges. Our transactional charges are published in the product, rate or tariff guide applicable to your jurisdiction and may change at any time. You are responsible for all charges incurred by you and your affiliates, agents and representatives.



3. Products and Services Categories. For ease of reference, the CompuMark products and services are categorized as follows: **(a) Information Services:** Data/content delivered via SAEGIS, SERION or CompuMark API; TM go365, Naming, TrademarkVision; **(b) Professional Services:** Offline Searches (e.g. Full / Availability Searches, Watch Services, Company Name Searches, Copyright Searches, and Custom Solutions).

4. No Legal Services. We are not a law firm and do not provide legal services of any kind. It is your responsibility to engage an attorney and to understand the terms that control that separate engagement with the attorney. You must enter into your own agreement with the legal counsel you choose to use.

5. Legal Counsel. If requested and only to the extent permitted by applicable law, we may introduce you to local legal counsel in domestic or overseas jurisdictions as your situation may require. **(a) No Endorsement.** We do not endorse or guarantee the work product of any counsel and are not liable for the services provided by/in connection with your legal counsel. **(b) Conflicts.** We are not a law firm and therefore do not undertake conflict of interest checks related to our customers. Counsel you engage may undertake a conflict of interests check. If there is a conflict you may need to engage other counsel in that jurisdiction. **(c) Use of Counsel.** By ordering legal opinions, risk assessments, trademark filings, domain recovery services or other services from us which by their nature may require input from your legal counsel (i) you authorize us to liaise with your legal counsel and to share relevant confidential information; (ii) questions arising from these services should be discussed with your legal counsel without our participation, as it is your responsibility to maintain your attorney-client privilege; (iii) attorney-client privilege may not extend to communications between us and your legal counsel; (iv) we may be compelled by a legal or regulatory authority to disclose information which may have otherwise been protected by your attorney-client privilege; and (v) the services obtained from your legal counsel are governed by the terms controlling your engagement of your legal counsel.

6. Governing Law and Jurisdiction. Unless stated otherwise in the order form, the governing law / jurisdiction shall be England and Wales.

For Watch Subscriptions

1. Watch Subscriptions: With the exception of Status Watch or where otherwise stated in an order form, Watch Subscriptions shall continue in effect for an initial term, further described in the invoice for the subscription, unless terminated earlier in accordance with the agreement. After the initial term, this subscription shall automatically renew for additional 12 month period, unless either Client or CompuMark terminates the watch subscription by providing the other party with written notice of their intent at least 30 days before the end of the term then in force. Note: If an Annual Watch subscription is activated on day 1 – 10 of a month, it will be billed from the first of that month. If an Annual Watch subscription is activated on day 11 onward of a month, it will be billed from the first of the following month.

2. Changes to Charges. Except where the fees for any renewal term(s) are in a written agreement signed by both parties, CompuMark reserves the right to increase the fees payable in respect of any renewal term, provided that it notifies the Client of such increase (via an invoice or letter) not less than forty-five (45) days prior to the end of the term then in force.

For Trademark Clearinghouse Services

1. Authorization. We and the Trademark Clearinghouse (TMCH) may use submitted trademark records and other supporting data on your behalf as required for the TMCH services (described at <http://www.trademark-clearinghouse.com/>) until the trademark record is deactivated or otherwise terminated.

2. No Transfer. We will not transfer your trademark record to another trademark agent or third party without your prior written consent.

3. Trademark Owner. If you are not the trademark owner, you must provide us with, a TMCH Services Authorization Form executed by each trademark owner prior to submitting any documentation relating to that trademark owner to us.

Converis

1. License. You may upload content relating to your faculty members, staff and students, and your affiliated researchers, provided you do so in accordance with applicable laws (including those relating to the protection of personal data). Your content may consist of personal data and information about the individuals' service, teaching



and research activities, and may be extracted from (i) your internal systems and repositories; (ii) our proprietary data sources; or (iii) publicly available data sources. Each of your users may also submit content to the extent it pertains to that user or another user that has authorized its submission.

2. Content Upload. You must upload content in accordance with our standard policies, formats and applicable specifications in effect from time to time.

3. Our Use. We may use content authorized by you or marked public to create derivative works and metrics for incorporation into our software or other products and services.

4. Data Export. You are responsible for exporting your content from our hosted software prior to the effective termination date.

Cortellis Supply Chain Network

1. Service. Cortellis Supply Chain Network may be used only to establish and track partners for the sale and supply of pharmaceutical ingredients, products or services globally. If you have a current license to Cortellis Generics Intelligence ("CGI") you will be able to access additional data from CGI through Cortellis Supply Chain Network. Your use of such data remains governed by your license to CGI.

2. Account Information. To set up your account you must provide certain company and product capabilities which will be verified by Clarivate at setup. Account information will be made available to other Cortellis Supply Chain Network users, and may be used by Clarivate to validate or improve information about your company in our other products. You are responsible for keeping account and company information up-to-date and accurate and we may remove information we reasonably believe to be inaccurate.

3. RFP Data. Where the RFP workflow tool is used to obtain or receive quotes, you acknowledge and agree that Clarivate may collect and use data inputted into the RFP workflow tool for its legitimate business purposes provided such data has been aggregated so as to not identify either buyer or seller. If you do not want your data to be collected or aggregated by Clarivate, you must not use the RFP workflow functionality.

4. Email communication. Your use of the email functionality within Cortellis Supply Chain Network must comply with the Twilio Acceptable Use Policy available here: <https://www.twilio.com/legal/aup> as updated by Twilio from time to time.

5. Disclaimers. Clarivate in no way endorses or promotes any buyer or seller on the Cortellis Supply Chain Network platform, and is not responsible for the company or account information made available on the site, even where marked as a verified account. Clarivate provides the platform but does not itself buy or sell any pharmaceutical ingredients, products or services, and does not make any warranties about their quality, safety, or even their legality. You should conduct your own due diligence before making any sale or purchase, and enter into an appropriate legal agreement with your selected partner. Any legal claim related to a sale or purchase must be brought against the buyer or seller of the item. You shall indemnify, defend and hold harmless Clarivate from any claims related to any sale, purchase or interaction you make or which is facilitated through the platform and shall release or seek our release from any such claim. This clause survives termination or expiry of the agreement or the applicable data or information service.

Cortellis API

1. Standard API License. (a) Service. Use of the service delivered via the API under this Standard API License is subject to the usage rights and restrictions set out in the agreement. **(b) License.** You may only use the API to access the service to extract, maintain, display and use data or to perform specific numerical or statistical analyses to produce reports for the number of end users defined on the order form within your own company for internal business purposes. Results of analyses must not be disclosed to any other person by any means whatsoever, save to the extent expressly permitted in the agreement. **(c) Limitations.** Use of the API is limited to 3,000 calls per minute for the permitted users of the API. Downloading of unlimited amounts of data is prohibited. You must



inform and secure approval from us in order to share API access with any third parties, and such third parties may be required to enter into an agreement with us directly in order to access the API. You must not distribute, sublicense or otherwise disclose to any third party any portion of the service or any derivative works, save to the extent expressly permitted in the agreement. Should the number of End Users increase within the term of the agreement, you will inform use and accept any price review in line with this access for the remainder of the current term. **(d) Reporting.** You must report to us any change in the number of users accessing the API or underlying data, and of any API usage outside of the scope of your current API license. **(e) Usage.** You are not entitled to automatically download, text mine or index our data. Additional fees may be payable following a reported increase in the number of users (defined as any individual accessing data from the API(s) either directly or indirectly) or change in usage. License rights continue until the end of the term of the service. **(f) Third Party Applications.** You may use the Cortellis API only with authorized third party platforms. A full list of such authorized platforms is available on request and may change from time to time. **(g) Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately, and you must return or destroy all Clarivate property including our data delivered via the API and, if requested, confirm this in writing. An "end user" is defined as anyone who views the data, or output based on the data, through a display or report or uses the data for performing numerical or statistical analyses or producing reports.

2. Advanced API License. (a) License. Use of the service delivered via the API under this Advanced API License is subject to the usage rights and restrictions set out in the Standard API License Provided you may download unrestricted data volumes and text or data mine data elements derived from the service delivered via the API for your own internal business purposes.

Cortellis MetaBase & MiniBase Data/API Products

1. Database license. During the term, for your internal, non-commercial use only, you may (i) perform numerical or statistical analyses on the licensed content ("dataset"); (ii) download portions of the dataset for use with Toolkits or Analytics Software (as defined herein); (iii) develop code to extract patterns from the dataset; and (iv) create derivative databases consisting of the above-mentioned analytics. "Analytics Software" means either (a) pre-approved third-party software or (ii) proprietary or third-party tools that are stored behind your firewall and may only be accessed by your authorized users and not by any other person.

2. Restrictions. You may not distribute, sublicense or publicize any portion of the custom dataset or any derivatives created using the dataset. If specified on the order form, you may use the dataset and the derivative databases only for the designated project. You will report to us any change in usage outside of the permitted users, locations and other permissions in your order form, and such change may result in an increase in the fees for your continued use.

3. Ownership. All intellectual property rights to the dataset and derivatives are our property. All usage of our data must include the following notice: "Certain data included herein are derived from the © [specified product name] (date) of Clarivate Analytics. All rights reserved. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate Analytics."

4. Access. Your order form will define whether the dataset will be hosted by you or Clarivate. If Clarivate is hosting the dataset, Clarivate will provide you with access to the dataset for the term of your subscription. If you are hosting the dataset, Clarivate will make the dataset available for you to download and host during the term. The dataset must remain behind your firewall and be accessible only to your employees. If we make an API available to you, your access to such API is also governed by the API license terms in the Clarivate Terms. You must inform and secure approval from us in order to share access to the API with any third parties, and such third parties may be required to enter into an agreement with us directly in order to access the dataset.

5. Client Content. If Clarivate is hosting the dataset, you may be able to upload limited amounts of non-Clarivate data to the hosted platform ("Client Content"), however this functionality is for your convenience only. The product should not be used as a storage environment and any Client Content you upload is at your own risk. Clarivate may periodically update the dataset, which may result in the deletion of Client Content. You represent and warrant that you have the right to use any Client Content which you upload or otherwise supply. You agree not to upload any Client Content that (a) is unrelated to the product; (b) violates anyone's copyright, trademark or other proprietary



right; (c) contains personal data; (d) contains a virus or any other harmful components; (e) gives rise to any liability or violates any applicable laws. CLARIVATE DISCLAIMS ALL RESPONSIBILITY FOR PROTECTING, SECURING OR BACKING UP CLIENT CONTENT. You shall indemnify and hold harmless us, our affiliates and third-party providers against any claim arising in connection with the Client Content you upload to the platform. This indemnity survives termination or expiry of the agreement or the applicable data or information service.

6. Effect of termination. The dataset and any processed data must be deleted when your usage rights end, and you must certify such deletion upon our request.

7. Toolkits. Your subscription may include access to analytics tools (each a “Toolkit”) that can be used in analyzing our data. Some Toolkits are created using open source software. You can redistribute open source Toolkits and/or modify open source Toolkits under the terms of the GNU General Public License as published by the Free Software Foundation, currently available here: [available here: https://www.r-project.org/COPYING](https://www.r-project.org/COPYING). These Toolkits are distributed "as-is" in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

Derwent Innovation API and Data Feeds

1. Service. Clarivate will make the licensed data available to you via API or Data Feed as set forth in your order form. The data must remain behind your firewall and be accessible only to your Users. If we make an API available to you, your access to such API is also governed by the API license terms in the Clarivate Terms. If we deliver data via a data feed, you are responsible for loading and maintaining data in a timely manner into your data stores. You must inform and secure approval from us in order to share access with any third parties, and we may require such third parties to enter into an agreement with us directly in order to access the licensed data. To the extent the licensed data includes data from third parties, you must ensure you have all required approvals for your use. You must demonstrate interfaced systems if reasonably requested by us.

2. License. For your internal business purposes, subject to the license level of your subscription, your Users may:

(a) view, use, download and print data for individual use;

(b) perform specific research or numerical/statistical analyses to produce reports that may be shared with other Users;

(c) extract maintain and display data in an internal repository within a Client Software Application or an Approved Third Party Software. A full list of such Approved Third Party Software is available on request and may change from time to time; and

(d) reproduce, index and maintain data internally within a Client Software Application for the sole purposes of allowing Users to search content, and displaying results of searches performed.

For clarity, license rights do not extend to the use of data with, or to train, any artificial intelligence, algorithms or models.

3. Data Volume. The volume of data that you may pull through an API is set forth on your order form. Your license will include one (1) API Key, unless stated otherwise on your order form. Multiple Keys may be required to improve throughput for impact requests or a large User base. The API will close upon exceeding the number of Records permitted by your subscription in any cycle and will automatically reopen at the beginning of the next applicable cycle. If you require additional Records you may purchase more by contacting your sales representatives.

4. Termination. If your license terminates or expires, any data you downloaded must be deleted and if requested you must confirm such deletion in writing.

5. Reporting. For the duration of your license and for 3 years thereafter, you must maintain adequate records relating to your use of our data and the API, including the number of Users, locations, and uses. You must notify us of any changes in your scope of use and if reasonably requested, must provide us with such records. We reserve the right to charge you additional fees following a reported increase or change in usage.

6. Attribution. All intellectual property rights to the dataset and derivatives are our property. All usage of our data must include the following notice: “Certain data included herein are derived from the © [specified product name] (date) of Clarivate Analytics. All rights reserved.”



7. Definitions.

API: The application programming interface connecting you with the licensed data, which may be updated by us from time to time.

Approved Third Party Software: a Clarivate-approved third-party software application that may only be accessed by your Users.

Client Software Application: a software application owned by (and not licensed to) you.

Data Feed: Delivery of data via backfile and/or updates.

Key: Authentication to access API, through a username/password or token.

Record: Full-record metadata as returned by the API.

User: any person authorized under the license set forth on your order form to draw on or access the data.

Derwent Innovation

If you are an attorney or law firm, internal business purposes includes your use of the Derwent Innovation products for the benefit of your clients.

Derwent Research

1. Delivery. (a) Client can request Patent Research via their Dedicated Project Manager, with Derwent Research personnel confirming the amount of hours via an email Work Order that will be used from their subscription to perform the work. They will also confirm the delivery time frame for the Work Order. **(b)** Client will review the hours budget and Patent Research scope and confirm in writing (e.g. via email) that they approve the Work Order. **(c)** Derwent Research personnel will then perform the Patent Research work, liaising with the client as needed in its execution. The results will then be electronically sent to the client directly, or at client option, uploaded into their Derwent Innovation account. **(d)** The project will be executed using Derwent Innovation. **(e)** On a monthly basis, the Derwent Research Project Manager will provide the client with a report containing a summary of the hours under the subscription used to date, the hours used in the current month, and the balance of hours for the remainder of the subscription period.

2. Client Obligations. You will **(a)** Review the Work Order and discuss any desired adjustments with the Derwent Research Project Manager prior to execution. **(b)** Respond to reasonable requests for information from the Derwent Research Analyst, and on request review research parameters, and clarify objectives or focus that may alter the analysis parameters. Should response be delayed, the delivery time frame of Patent Research Work Orders may be delayed.

3. Subscription Hours. The number of subscription hours purchased will be set out in the order form. **(a)** At the 6-month anniversary date of the subscription, 40% of the subscription hours will lapse and no longer be available for use. **(b)** At the 12 month subscription anniversary, 100% of the subscription hours will lapse, and no longer be available for use. **(c)** A maximum of 120 hours will be performed in any one month period.

4. Your Use. (a) Client shall own the report(s) provided under the Work Order in the format provided, whether for internal or external use; provided we retain all ownership, tangible or intangible, in our data, generic codes, content, methodologies, products, services, templates and tools ("Clarivate Property") under the Work Order. To the extent Clarivate Property is incorporated into the reports, Client will have a limited, non-exclusive, royalty free, paid-up, worldwide license to use such Clarivate Property to the extent necessary to utilize the reports. **(b)** Client may use the dataset for its internal purposes and may, on an infrequent, irregular and ad hoc basis, distribute limited extracts of the dataset that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by Clarivate. **(c)** Client shall attribute any externally published extracts of tables, figures, charts, data or any other visualization from the reports to Clarivate.

5. Assumptions. (a) Clarivate is providing application expertise and is not represented as an industry expert in technical fields being analyzed. Clarivate provides no legal opinions on patentability, validity, dominance, or infringement. **(b)** The patent analysis will only use the Clarivate Derwent Innovation, ThemeScape® and Derwent Data Analyzer applications. **(c)** Clarivate may use other public information to assist in aggregating different versions of assignee names. **(d)** Client agrees and authorizes access by named Clarivate personnel to their Derwent



Innovation account to deliver Work Order items prepared under Client's subscription. **(e)** If you are an attorney or law firm, internal business purposes includes your use of our products and services for the benefit of your clients.

Decision Resources Group

1. Information Services. Notwithstanding anything to the contrary in the Clarivate Terms, you may not copy, display or distribute data from DRG Information Services in support of regulatory filings, securities registrations and filings, or as evidence in litigation, except as expressly permitted by Clarivate in writing.

2. DRG Software. Your license to the DRG Software includes all updates and upgrades, however configurations may require an additional fee depending on the scope agreed. The software should not be used to store or process any personal health information. If we are hosting the software, following termination we reserve the right to erase and destroy all your content from the DRG Software.

3. DRG Professional Services. (a) Interviews. All primary research conducted by Clarivate will be double-blinded to both you and the respondent, meaning that the respondent will not know you are our customer and you will receive all responses in the aggregate without specific names and/or exact titles/organizations for individual respondents. Surveys or interviews are for your informational purposes only, and are not intended to, and will not, influence the prescribing, purchasing, recommendations, referrals or decision-making of any survey respondent, and will not constitute detailing, promotion or marketing of your or any other company's products or services to any survey respondent. We reserve the right to exclude any survey responses from and accompanying honorarium payments to healthcare practitioners in any state to the extent we determine such exclusion necessary to comply with legal requirements. **(b) Primary Market Research.** You and we agree that any fees paid by you are not a kickback, inducement or other reward for the purchase of your products and services and that such fees represent the fair market value for the service, as a result of arm's-length bargaining between the parties. No compensation or benefits to be paid under this agreement are being paid for the value or volume of any services or items paid for by any federal, state, or local healthcare program. No services will be provided by any person or entity who is excluded, debarred, suspended or otherwise declared ineligible by the FDA.

Dialog

Dialog® platform and its databases

1. Individual database terms. Certain data included in the Dialog® platform has conditions of use applicable solely to such data. Links to data-specific conditions are clearly displayed with the associated database and will not materially alter use of the Products. These terms are also posted on the database ProSheets available here <https://dialog.com/commercial-databases/>.

2. Information Service. is The Dialog platform is an Information Service under the Agreement.

3. Reports, Lists, Alerts. Some Products allow Authorized Users to create reports, lists, or alerts. You and your Authorized Users may create, download, store and retain any such reports, lists, or alerts delivered by the Product.

Drug Safety Triager

1. Permitted Uses. You may use the Product to search, view, retrieve, display, download and print Data, including without limitation, to supply copies of individual items to national or international regulatory authorities (including without limitation for the purposes of regulatory approval of pharmaceutical products). You may use the Information Service and any information derived therefrom solely in support of your business and no other.

2. Regulations and Standards. Clarivate shall provide the Product according to the following regulations and standards: a) EU Good Pharmacovigilance Practices (GVP) Quality System guideline; b) EU GMP Vol 4 Annex 11:



Computerized Systems; c) EU Medicinal Products for Human Use Volume 9 Pharmacovigilance; d) FDA Guideline: Good Pharmacovigilance Practices and Pharmacoepidemiologic Assessment; e) FDA Guidance: Principles of Software Validation; f) 21 CFR Part 11 Electronic Records Electronic Signatures; g) 21 CFR 312.33 US-IND Annual Reporting and 314.80 Post-marketing Reporting of ADRs; h) 21CFR 820 (Medical Device) and 21 CFR 211 (Finished Pharmaceuticals) Personnel Regulatory Requirements; i) ICH Q10 Pharmaceutical Quality System

3. QMS Audits. You may, at your own expense, conduct a quality (“QMS”) audit of the systems, personnel and records related to the Drug Safety Triager (DST). Such audit and review shall be conducted not more than one time every three years, with no less than ninety (90) days prior written notice to Clarivate. Such examinations (i) may be conducted by you or a nationally recognized independent accounting firm; (ii) will be limited to records related to the three-year period immediately preceding the notice of examination; (iii) will be conducted remotely and carried out only during Clarivate’s normal business hours; (iv) will be in total a maximum of 2 days duration; and (v) will not unreasonably interfere with Clarivate’s business operations. For any subsequent audit findings, Clarivate will provide corrective and preventative action responses in a timely fashion if required. If you request a QMS audit more than once every three years, in addition to the conditions specified in this paragraph, you will bear all Clarivate expenses for such audit(s), including without limitation any internal expenses incurred by Clarivate to support the audit or a fixed charge for Clarivate’s expenses, to be agreed in writing by the parties in advance of the audit. Clarivate will provide a pre-audit SOP index upon request; other pre-audit and audit support activities are included in the QMS audit limits. Your self-service activities, such as data extracts, are out of scope for Clarivate’s audit support.

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FoundationIP

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If you are accessing a product as part of a free trial, you may use the product solely for testing and evaluation purposes, subject to the terms of the agreement. Your use will automatically terminate at the end of the trial period. Notwithstanding anything to the contrary in the agreement, and to the maximum extent permitted by applicable laws, your use is entirely at your own risk.

Hosted Memotech

- 1. Implementation and training.** Implementation services or training will be set forth in a statement of work. Data import does not include cleansing of pre-existing errors, discrepancies or omissions in data. We offer administrator, data entry and go live assistance training, either web-based or on-site training. On-site training is subject to reimbursement of out of pocket expenses such as transportation costs and personnel time.
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	Application Number Merger	Support to merger patents by the same application number and chose to save filling or grant document.	Search results will be capped at: 1,000,000 patent/search
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Saving and downloading	Bibliographic data download	Supporting download bibliographic data in format of EXCEL, WORD, PDF	Download will be capped at: 10,000 patents/download; and 100,000 patents/day
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next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

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Approved Third Party Software: a Clarivate-approved third-party software application that may only be accessed by your Users.

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Key: Authentication to access API, through a username/password or token.

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- c. *Rights* means those patents, trademarks and/or other forms of intellectual property that we renew in accordance with the terms of this agreement;
- d. *Service Guide* means the documents which describe the different components of the Service and which set out our respective obligations, deadlines and similar matters;
- e. *Start Pay Date* means the date we become responsible to provide the Services in accordance with the terms of this agreement as further detailed section 4 below.

2. Services. Subject to your payment of charges and compliance with your Responsibilities below, we will use commercially reasonable skill and care to communicate and make payment of amounts (and where applicable submit relevant information and/or comply with other formalities) to a third party in order to effect the renewal of a Right ("*Renewal(s)*") that you or your authorized agent instruct us to make on your behalf in accordance with the workflow and processes set forth in Service Guides ("*Services*").

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protection and management of data between your law firm/third party introducer and us, ongoing maintenance of accurate case data and records, and the provision of staff and other resources to handle the day-to-day queries in connection with the Services. When we work with one of your law firms/third party introducers or other representative, they are acting as your authorized agent(s) and we are not responsible for their services.

4. Start Pay Date.

- a. We will begin performing Services on your Start Pay Date as set out on your order form unless otherwise agreed in writing between us, provided (i) you have complied with your Responsibilities; (ii) where relevant, the interface between your IP portfolio management software and our system has been fully integrated and is working properly ; and (iii) you have terminated any other current IP maintenance service in respect of the Rights. We have no responsibility for providing any Services prior to the Start Pay Date. We may adjust the Start Pay Date in our discretion should the order form and/or your data be provided to us after the "*Contract Deadline*" on your order form and will notify you of the revised Start Pay Date.
- b. In the event we provide Services prior to either the completion of implementation or the Start Pay Date, you acknowledge that we are making an exception to our standard operating procedures at our discretion, and relying exclusively on the instructions, information, data and documents you provide. You confirm that all payments necessary to register and renew the Rights that are due prior to the Start Pay Date have been paid. You agree to pay any Urgent Charges (as defined below) that arise as a result of such operations, and to release us from responsibility for any case that lapses or has lapsed due to non-payment before the Start Pay Date.

5. Responsibilities.

- a. You are responsible for complying with, or procuring that your authorized agents comply with, your obligations in the agreement, Clarivate Terms and as set forth in the Service Guide. You or your authorized agent(s) must provide clear, timely and complete instructions, information, data, and documents which are current and accurate and in a mutually agreed format in order for us to perform the Services within the deadlines which may be imposed by a relevant third party (for example, a Patent & Trademark Office). We will only be bound by instructions, information, data, and documents provided in writing or via the online system or electronic interface approved by us. We will rely on and you are responsible for the accuracy, completeness and timely provision of all instructions, information, data, and documents provided to us by you, or your authorized agents (including any law firm or third party introducer that you have instructed to provide instructions, information, data, and documents to us in connection with the Services). You are also responsible for, and will reimburse us for losses arising out of, claims brought by third parties receiving the benefit of our products and services through you.
- b. In the event that you fail to comply with any of your responsibilities or obligations in accordance with 5a. above, (including without limitation you or your authorized agent(s) missing a deadline, sending us incomplete, incorrect or unclear instructions, information, data, or documents, failing to provide us instructions, information, data, or documents, or otherwise failing to comply with your responsibilities under the previous paragraph), we will not be liable for any loss which may result nor will we be under any obligation to take any actions to preserve, protect or restore your Rights. Nonetheless, if at our discretion, we take any actions, you will reimburse us for all costs and charges which may result from such action.

6. Term. The Service begins upon the Start Pay Date and will continue in full force and effect unless until lawfully terminated by either party on 180 days' written notice for any reason.

7. Charges and Invoicing.

- a. The charges we invoice for Services is composed of a number of elements, details of which are more particularly described below:

- i. *Service Charge.* This is the charge for the core Service including the systems, processes and people necessary to manage the provision of Services. The amount of Service Charge is specified in the order form and is based on the estimated number of Rights being renewed.
- ii. *Official Charge.* This represents the amount that will be charged by relevant registries in each jurisdiction and may vary from time to time. It will include, where appropriate, the amount that will be charged by relevant registries for making a Renewal payment or submitting Renewal documentation after the due date.
- iii. *Country Charge.* This is the charge for the infrastructure, personnel, processes and third parties (as appropriate) required to in order to execute a Renewal in a particular jurisdiction. We maintain a schedule of applicable Country Charges (which may be updated from time to time), a current copy of which is available on request.
- iv. *Urgent Charges.* Any urgent or late charges whether as a result of your failure to comply with your Responsibilities or otherwise as a result of an instruction you provide to us.

We may increase Service Charges and Urgent Charges (i) once per Contract Year by no more than the greater of 5% or the consumer prices index (or equivalent) for the country in which you are domiciled or (ii) by giving you six months' notice. Official Charges and Country Charges may vary from time to time without notice.

- b. We will invoice you, and you will pay, the charges in the currency specified in the order form. If the currency of the Official Charge, Country Charge and/or other charges that we make on your behalf in connection with the Service differs from the currency specified on the order form then such amounts will be converted using our Clarivate currency rates (the "*Funds Management Charge*"). The Funds Management Charge covers the cost of managing global transactions, including financing Renewal payments, currency volatility risk and external bank charges.
 - c. We will provide an estimate of the total charges due in each Renewal Notice; however, this is an estimate only and you will be responsible for any additional costs and charges that may arise, including but not limited to changes to Official Charges, Country Charges, charges for additional Services, Funds Management Charges or additional Urgent Charges or other amounts in respect to instructions, information, data, or documents received by us within forty (40) days prior to the due date of any Renewal. Invoices are fully due and non-refundable. If we choose in our discretion to adjust the invoice or otherwise provide a refund, we reserve the right to charge for or retain an amount reflecting the time, cost and expenses in dealing with such matter.
 - d. Rebates. Our charges and commercial business model are calculated to reflect any rebates, discounts or commission ("*Rebates*") we may receive from third parties through our provision of the Services. You have no right or claim to the Rebates we may receive.
 - e. If your order form requires pre-payment of any charges, we will only be obliged to perform Services if we have received cleared funds in full of those charges, into the bank account specified in Clarivate's pro forma invoice, at least ten (10) working days in your country in advance of the first occurring Renewal date as set out on in the relevant Renewal Notice.
 - f. We will endeavor to accommodate your required vendor invoicing system provided you have given us all requirements in writing, including any changes. You must also provide all information required for such vendor invoicing system to process invoices and comply with other matters specified in the applicable Service Guide, including providing matter numbers and contact information. Any additional costs associated with our access to the vendor invoicing system will be invoiced to you. You remain responsible for payment of invoices even where we are unable to use, or the invoice fails to process through, your vendor invoicing system.
- 8. Liability.**
- a. To the extent we provide data verifications services, verifications shall only be accurate to the extent that the third party data sources are correct and as of the date of extraction only, and we will not be liable for any errors or omissions that result from our reliance upon third party data sources.
 - b. We are not a law firm and our services are not legal advice.

- c. We are not responsible for the performance or compliance of third parties outside our control, including without limitation (i) your IP portfolio management software and third party IP management systems (even where an integration with our services is available), (ii) your authorized agent(s) or any preferred filing agents you may have requested), (iii) delays, errors or omissions of any official registrars or registries responsible for effecting/registering the renewal of your Rights or (iv) any obligations outside the scope of this agreement. You may not assign or transfer claims arising out of the Services, regardless of whether such claims arise in contract, tort or otherwise.
9. **Annual Minimum.** You commit to a minimum aggregate Service Charges to be invoiced in each Contract Year as specified in the order form. If the Annual Minimum is not satisfied by the actual Service Charges invoiced each Contract Year, you will be invoiced for, and agree to pay, the difference of the actual Service Charges invoiced and the Annual Minimum.
10. **Governing Law.** Unless set forth otherwise on your order form, where your mailing address is located in North America or South America: the law of the Commonwealth of Virginia (USA) and the courts of Virginia; or where your mailing address is located outside of North America or South America: the law of England and Wales and the English courts.

IP Payment Services

1. Definitions.

1.1. "IP Payment" means a payment of official charges to maintain the IP rights of a patent or trademark.

1.2. "IP Rules" means the collection of rules, (including but not limited to laws, legal requirements, fee, calculations and documentation requirements), for individual and related rights for designs, patents and trademarks from selected jurisdictions, compiled by us.

1.3. "Start Date" means the date on which you will begin to instruct us to make IP Payments.

2. **License.** If you are an attorney or law firm, internal business purposes includes the use of our service for the benefit of your clients.

3. **Services.** Subject to your payment of charges and compliance with your Responsibilities below, we will use commercially reasonable skill and care to perform IP Payments that you or your authorized agent instruct us to make on your behalf.

4. **Responsibilities.** Each of us agrees to operate in accordance with the service documents available at <https://ipmanagementsolution.com/dashboard/documents>. In the event that you (i) miss a deadline, (ii) send us incomplete or unclear instructions, or (iii) otherwise fail to comply with the applicable Service Documents, we shall not be liable for any loss which may result nor shall we be under any obligation to take any steps to preserve, protect or restore your rights. Nonetheless, if at our discretion, we take any such steps, you shall indemnify us against any and all costs which may result from such action, including, but not limited to, reasonable attorneys fees and expenses.

5. **Start Date.** The Start Date must be within the time frame stated on your order form. If you do not begin to instruct payments within the time frame on your order form, the Start Date will automatically be the last day of such time frame.

6. **Annual Commitment.** You commit to a minimum number of annual IP Payments that you will instruct us to pay beginning on the Start Date. The Annual Commitment will be stated on your order form. If the Annual Commitment is not met, you will pay Services Charges for the difference between the Annual Commitment and the IP Payments actually instructed for the period of time beginning on the Start Date through the end of the Initial Term or for the then current renewal term. Further, we may terminate on thirty (30) days' notice if you have not requested any IP Payments in the previous twelve (12) months.

7. **Term.** The term begins upon execution of your order form and continues for an additional three (3) years from the Start Date ("Initial Term"). Thereafter, the term shall automatically renew for successive twelve (12) month periods until lawfully terminated by either party. After the Initial Term, either party may terminate your order form for convenience with at least ninety (90) days advance written notice to the other party. Such

termination will be effective on the last day of the subsequent quarter following the expiration of the 90-day notice.

8. Early Termination. Unless you have terminated for our breach, termination prior to the end of the initial term is considered a breach by you and you remain responsible for, and will be invoiced for, all Services Charges specified on your order form that remain due for the Annual Commitment during the Initial Term.

9. Charges and Invoicing.

9.1. The charges we invoice for Services is composed of a number of elements, details of which are more particularly described below:

9.1.1. *Service Charge.* This is the charge for the core Service including the systems, processes and people necessary to manage the provision of Services. The amount of Service Charge is specified in the order form and is based on the estimated number of Rights being renewed.

9.1.2. *Official Charge.* This represents the amount that will be charged by relevant registries in each jurisdiction and may vary from time to time. It will include, where appropriate, the amount that will be charged by relevant registries for making a Renewal payment or submitting Renewal documentation after the due date.

9.1.3. *Country Charge.* This is the charge for the infrastructure, personnel, processes and third parties (as appropriate) required to in order to execute a Renewal in a particular jurisdiction. We maintain a schedule of applicable Country Charges (which may be updated from time to time), a current copy of which is available on request.

9.1.4. *Urgent Charges.* Any urgent or late charges whether as a result of your failure to comply with your Responsibilities or otherwise as a result of an instruction you provide to us.

We may increase Service Charges and Urgent Charges (i) once per Contract Year by no more than the greater of 5% or the consumer prices index (or equivalent) for the country in which you are domiciled or (ii) by giving you six months' notice. Official Charges and Country Charges may vary from time to time without notice.

9.2. We will invoice you, and you will pay, the charges in the currency specified in the order form. If the currency of the Official Charge, Country Charge and/or other charges that we make on your behalf in connection with the Service differs from the currency specified on the order form then such amounts will be converted using our Clarivate currency rates (the "*Funds Management Charge*"). The Funds Management Charge covers the cost of managing global transactions, including financing Renewal payments, currency volatility risk and external bank charges.

9.3. We will provide an estimate of the total charges due in each Renewal Notice; however, this is an estimate only and you will be responsible for any additional costs and charges that may arise, including but not limited to changes to Official Charges, Country Charges, charges for additional Services, Funds Management Charges or additional Urgent Charges or other amounts in respect to instructions, information, data, or documents received by us within forty (40) days prior to the due date of any Renewal. Invoices are fully due and non-refundable. If we choose in our discretion to adjust the invoice or otherwise provide a refund, we reserve the right to charge for or retain an amount reflecting the time, cost and expenses in dealing with such matter.

9.4. Rebates. Our charges and commercial business model are calculated to reflect any rebates, discounts or commission ("*Rebates*") we may receive from third parties through our provision of the Services. You have no right or claim to the Rebates we may receive.

9.5. If your order form requires pre-payment of any charges, we will only be obliged to perform Services if we have received cleared funds in full of those charges, into the bank account specified in Clarivate's pro forma invoice, at least ten (10) working days in your country in advance of the first occurring Renewal date as set out on in the relevant Renewal Notice.

9.6. We will endeavor to accommodate your required vendor invoicing system provided you have given us all requirements in writing, including any changes. You must also provide all information required for such vendor invoicing system to process invoices and comply with other matters specified in the applicable Service Guide, including providing matter numbers and contact information. Any additional costs associated with our access



to the vendor invoicing system will be invoiced to you. You remain responsible for payment of invoices even where we are unable to use, or the invoice fails to process through, your vendor invoicing system.

10. Trademark Collateral Deposit. You will remit a one-time collateral deposit equal to a percentage of the Annual Commitment for trademark payments and based upon the billing cycle reflected on your order form. This deposit will be invoiced at the first publication of the decision list and shall remain as a credit to your account as it is not applied to future invoices. The deposit will be returned, less any additional Charges incurred, six (6) months after the termination effective date.

11. Errors. We may rely on the accuracy of the content that you provide to us and will not be liable for errors or delay originating from content you provide. In all such situations where we are at fault and the error can be corrected, your sole and exclusive remedy shall be the correction of the error by us, at no cost to you.

12. IP Rules. We have used commercially reasonable efforts and reliable sources in determining the IP Rules used in providing the service; however we do not offer any warranty of accuracy, completeness, interpretation of laws and regulations, documentation requirements, or forms to be used for any filings. We are not a law firm and our services should not be considered legal advice.

13. Agency. You consent to the use of local agents in performance the services regardless of the location of that agent in the normal course of providing such services or where required by a local jurisdiction. Agents will not be considered subcontractors under the agreement.

Knowledge Processing Partners

1. Knowledge Processing. (a) License. As specified on the order form, you may download, retrieve and extract our data to create and provide work products to your customers for their internal use through the authorized channel. **(b) Attribution.** Each work product must include the following notice: "Certain data included herein are derived from the © [specified product name] (date) of Clarivate Analytics. All rights reserved. No part of these materials may be reproduced, stored in a retrieval system or transmitted in any form or by any means, including electronic, mechanical, photographic, magnetic or other means without the express permission of <<Client>>." **(c) Processing Tools.** Except to the extent expressly permitted in writing by us, when creating a work product you may process our data utilizing only those services and other tools and analytics originating in or provided by us and not via any proprietary or third party tools or analytics or in any other manner whatsoever. For clarity, this clause does not limit your use of standard productivity tools (such as word processing or spreadsheet tools). **(d) Limited Use.** You may generate and use processed data only to the extent that processed data underlies and is incorporated into the work product. You must not offer, sell, license or otherwise provide our data or the processed data on a stand-alone basis or reproduce, sell, license or otherwise provide or use our data or the processed data for any purposes or in any manner not expressly specified in the agreement. **(e) Changes.** If the nature of the work product or authorized channel materially changes, including if the work product or authorized channel merge, are combined with or linked to another service or product, you must give us at least 90 days' written notice and seek our prior written consent to use our data in connection with the modified work product or authorized channel. We may terminate the agreement or prohibit your use of our data via the modified work product or authorized channel, in which case we will pro-rata refund any prepaid unused fees. **(f) Term.** Unless otherwise expressly specified in the order form, this license automatically expires after 12 months and can be renewed only by agreement of a new order form with respect to the data.

2. Charges. (a) Increases. You are responsible for paying any additional charges applied at the end of each contract year if any search or export usage restrictions stated in the order form are exceeded. **(b) Notices.** We will notify you via email at the end of each term if you exceed your contracted usage cap, specifying the amount of excess use and the applicable charge. **(c) Usage reports.** We will send you quarterly usage reports to help you track your usage. If at any time during a term you wish to upgrade your license to avoid excess usage charges, please contact your Clarivate account manager.

3. Proprietary Rights and Obligations. (a) Ownership. All right, title and interest, including all intellectual property rights in the work product and authorized channel (except for the underlying data and information services), are owned by you and remain your property, and we shall not acquire any rights therein, other than as expressly



provided in the agreement. **(b) No Exclusivity.** We may engage in the research, development, production, marketing, licensing and/or sale of similar services or products to the work product or authorized channel, which may be competitive with the work products or authorized channels and display the same or similar functionality. Nothing in the agreement prevents us from engaging independently in these activities, provided we do not use your confidential information in doing so. You will not assert any claims against us based on any work product or authorized channel or any components thereof in an attempt to prevent us from independently creating similar or the same work product or authorized channel. If you do assert these claims or otherwise try to prevent us from independently creating similar or the same work product or authorized channel, then in addition to all other rights and remedies available to us at law or in equity, we may immediately terminate the agreement. **(c) Representation and Warranty.** You represent and warrant that (i) the work products and authorized channels (other than the underlying data in the format and manner delivered to you by us) and any use thereof; and (ii) your modifications to or processing of our data, will not infringe upon, or otherwise violate any applicable laws or intellectual property rights. **(d) Indemnity.** You must defend, indemnify and hold us, our affiliates and third party providers harmless from and against any claim arising out of or in connection with your processed data, work products, authorized channels, modifications to or processing of our data, or your business. **(e) Survival.** This clause survives termination or expiry of the agreement or the applicable data or information service.

Law Update Service

1. Service. Where your order form indicates you have purchased law update service (“Law Updates”), we will provide updates for the legal aspects or rules set forth below, based on the jurisdictions set forth below. Law Updates requires an active license to a Clarivate-provided IP management software. For FoundationIP and Ipendo software, we will automatically apply the law update release settings in your software, and you must ensure that the updates we provide are correctly integrated for use with your own settings. For all other software, you are responsible for deploying updates within your software unless you have also purchased Managed Services.

2. Covered data. We shall provide Law Updates as calculations of certain dates relevant to the prosecution and maintenance of intellectual property rights in accordance with the types of intellectual property and jurisdictions set forth in the table below. We will also endeavor to enhance Law Updates from time-to-time and may change the scope and jurisdictions available. Except where otherwise stated, Law Updates covers patents, trademarks, designs and utility models. The rules and jurisdictions are set forth below:

ASPECT OF RULE OR LAW	JURISDICTION COVERED*
Priority deadline	Paris Convention jurisdictions
Deadline for filing priority documents	Core jurisdictions
Primary prosecution deadlines and action including formality deadlines, examination request deadlines, official action deadlines and use requirements (trademark applications)	Core jurisdictions
Opposition deadlines	Core jurisdictions
Renewal payment deadlines	Core and Other jurisdictions
Grace periods for renewal payments	Core and Other jurisdictions
Nominal working requirements (where applicable)	Core and Other jurisdictions
Proof of use requirements (trademarks)	Core and Other jurisdictions
Member states	Core jurisdictions

* ‘Core jurisdiction’ means: Australia, Canada, China, Germany, Japan, United Kingdom, United States of America, European Union (trademarks and designs only), European Patent Office (patent applications only), Madrid Agreement



and Protocol (international trademarks only), Patent Cooperation Treaty (international patent applications only). 'Other jurisdiction' means: those countries and other IP jurisdictions in respect of which we are or become aware of law settings for individual types of intellectual property as we may notify you from time to time.

3. Managed services. Where your order form indicates you have purchased Managed Services, we will provide consulting services to import and configure the law update settings, including rule calculations, creation and configuration of workflows and related tables (the "Managed Law Update"). An additional one-time fee may apply for customers whose IP law settings are more than one year out of date. Prior to the initial delivery of the Managed Law Update we will map your software configurations and environment. Additional mapping and related consulting services due to material changes the software configurations and environment will be subject to additional fees. The Managed Law Update does not include support of custom configurations (client created workflows, rule calculations, letters, status reminders, etc.) and we reserve the right to charge for such additional services.

You must provide a representative to cooperate with us and review and approve each Managed Law Update within five (5) business days of delivery. If we mutually agree that the provision of Managed Law Updates on site is appropriate, we shall do so as soon as reasonably practical and you shall reimburse us for all subsistence, travel and accommodation costs.

4. Disclaimer. We have used commercially reasonable efforts and reliable sources in providing Law Updates; however, we do not offer any warranty of accuracy, completeness, interpretation of laws and regulations, documentation requirements, or forms to be used for any filings. We are not a law firm and Law Updates should not be considered legal advice.

Literature Review & Search Strategy Management

1. Adverse Event (AE) Reporting. Clarivate shall adhere to the AE reporting requirements in an applicable Order. Notwithstanding the foregoing, Clarivate, its affiliates, employees or subcontractors shall not be deemed to become aware of an AE or learn about a death under this Agreement if an AE or a death is reported as a result of Clarivate providing the services.

2. Subcontractors. Unless expressly prohibited in an applicable Order, Clarivate may utilize staff consisting of Clarivate employees, independent contractors and temporary personnel in connection with its performance of services. Clarivate will cause such personnel to enter into a written agreement which is no less protective than the terms and conditions of this Agreement prior to commencing to perform any obligations relating to this Agreement and to comply with any other obligations under the Agreement applicable to Clarivate personnel. Notwithstanding the foregoing and subject to the terms and conditions of the Agreement, Clarivate shall remain (i) the prime contractor, (ii) responsible for the performance of its obligations and (iii) solely liable for the acts or omissions of its personnel as if they were Clarivate's own acts or omissions.

3. Literature Review Services. You must notify your third-party materials providers that Clarivate will be accessing your licensed materials in order to perform the services, and you must secure the appropriate rights from your third-party providers to use the licensed materials as contemplated in the applicable Order, including securing permission for Clarivate employees and/or subcontractors to access and use the materials under your license. You must ensure that it will not be a breach of any confidentiality provisions in your third-party licenses for Clarivate to consult directly with the providers for questions arising with the licensed materials to the extent necessary for Clarivate to perform the services. You will own the configuration of the searches and the search results. If you have not purchased Search Strategies Management, you are solely responsible for search strategies. Searches for import and review purposes will be based solely on your instructions and approvals and on criteria defined by you and as may be further described in the Order. Search strategies based on your instructions will be documented by you and Clarivate.



4. Search Strategies Management. Search Strategies Management may be used with Dialog Alerts Manager to manage alerts, including alerts for drug safety. You are solely responsible for developing and managing the specific search and/or alert strategies that best fit your needs. Search and/or alert strategies will be based solely on your instructions and approvals and on criteria approved by you. Clarivate will document the search and/or alert strategies based on your instructions. As between you and Clarivate, you will own the configuration of the searches, the search results and the alerts.

MarkMonitor

The MarkMonitor Product Terms apply to the MarkMonitor Professional Services as set forth herein.

MarkMonitor Domain Services

- 1. Registration and Usage Information.** We may use your registration within our business and may make that information publicly available or directly available to third parties, for inspection or for other purposes as required or permitted by applicable laws.
- 2. Personal Data.** You agree not to supply us personal data for the purposes of domain registration unless expressly required by a domain name registry (e.g. provide a company email address not a personal email address.) If we collect any personal data we will inform you (i) why the information is being collected; (ii) the intended recipients of the information; (iii) which information is required and which is voluntary; and (iv) how you can access or rectify any of the personal data held about you. To learn more about how we use registrant data, you can review our privacy notices at <https://clarivate.com/privacy-center/>. You agree that registrant data you supply will be shared on publicly available databases (e.g. WHOIS).
- 3. Fees. (a) Changes.** We may change the charges at any time upon notice to you to reflect changes to applicable registry costs.
(b) Refunds. You will not be credited or refunded for any (i) fraudulent or bad faith registration; (ii) loss of a domain dispute via ICANN's Uniform Domain Name Dispute Resolution Policy or legal action taken by a third party; or (iii) reversal decision by a registry.
(c) Non-Payment. Non-Payment. Non-Payment. You must pay our charges and reasonable expenses, together with any applicable taxes, without deduction within 30 days of the date of invoice, unless otherwise provided on your order form. If you do not pay within 30 days of notice of non-payment from us, each affected domain registration and all associated legal rights will be transferred to us and/or **the affected domain registrations will be set to "clientHold" (which would mean emails and websites associated with the domain name would be deactivated).**
- 4. Mandatory Changes.** We may suspend, cancel, reverse, transfer, modify or disclose registrations (i) pursuant to any applicable laws, rules, regulations or policies or if instructed by any regulator or government authority; (ii) to correct registration mistakes by us or the registry operator; (iii) to resolve or avoid disputes concerning registered domain names; or (iv) if you do not remedy your material breach of the agreement within 30 days after receiving our written notice to do so.
- 5. Client Warranties.** You warrant and represent that (i) you will promptly provide the information we reasonably require to perform the services; (ii) that all information you provide to us will at all times be current, complete and accurate; (iii) following your instructions will not infringe or violate any third party rights; (iv) when requesting a domain name transfer, you either own the domain name or have the owner's consent to the transfer; (v) you have the proper authority to bind any third party on whose behalf you are using the service to all the terms and conditions of the agreement and ICANN's Uniform Domain Name Dispute Resolution Policy and have received their express consent to all those terms and conditions; and (vi) you will at all times comply with the applicable rules and regulations of the domain name registry operators.



6. Client Indemnity. You must defend, indemnify and hold harmless us, our affiliates and third party providers and each of our respective subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents, against third party claims arising out of the domain name service provided including but not limited to registration, transfer, local presence, domain masking, domain lock and super lock service, clearance house service, ICP / Recordal Assistance and Real Name Verification Assistance Services in China, and/or use of each domain name by you or on your behalf. This clause survives termination or expiry of the agreement or the applicable data or information service.

7. Disclaimers. (a) Third Parties. We accept no liability for the acts or omissions of registry operators or third party registrars or any other services they provide.

(b) No Guarantee. We do not guarantee you will be able to register, transfer or renew any particular domain name.

(c) Ownership. We may process transfer requests without requiring proof of ownership and accept no liability in respect thereof.

(d) Termination. We are not responsible for your domain names after termination of the services.

(e) Registry Operators. Registry operators accept no liability to you in connection with domain name registration.

8. Disputes. (a) Disputes Policies. You are bound by ICANN's Uniform Domain Name Dispute Resolution Policy, (<http://www.icann.org/dndr/udrp/policy.htm>), as amended from time to time, and any domain name dispute policies that may be adopted at any time by any registry.

(b) Jurisdiction. Disputes concerning or arising from use of your domain names registered with us may be submitted to the jurisdiction of the courts (i) of your domicile; or (ii) to any jurisdiction where we are located (currently, Boise, Idaho and London, United Kingdom).

9. ICANN and Registry Requirements. By requesting domain services, you are a domain registrant and subject to the ICANN and registry related requirements that apply for all domain registrants, as may be updated from time to time. For a listing of specific requirements, go to: <https://markmonitor.com/legal/domain-management-terms-and-conditions>. Under the ICANN Registrar Accreditation Agreement (RAA), we are required to pass certain terms through to you and section 3.7.7 of the RAA (currently available at <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en>). Registry and ICANN provisions take priority to the extent of any conflict with the agreement.

10. Premium DNS Services. MarkMonitor provides Premium DNS ("PDNS") services to its customers through a third party provider ("Provider") whereby assigned portions of the DNS Nameserver infrastructure respond to DNS inquiries. We reserve the right at any time upon thirty (30) days' written notice to you to replace a Provider with another third party provider which we determine to have substantially the same capability of providing PDNS services.

(a) Terms of Use. The PDNS service may only be used for your internal business purposes and you may not resell or otherwise permit access to the services to anyone other than your authorized employees, agents or representatives, as to whose use of such services in compliance with these requirements shall be your sole responsibility. You and your end users agree not to use the PDNS services for any of the following impermissible purposes: (a) use of the PDNS services in a manner that is prohibited by any applicable laws; (b) use of the PDNS services in a manner that violates the rights of any third party (including but not limited to intellectual property rights); (c) use of the PDNS services for any invasive, infringing, defamatory or unlawful purpose; or (d) use of the PDNS services in a manner that, in Provider's reasonable discretion, directly or indirectly, produces a negative effect on Provider's systems or network (including, without limitation, overloading servers on the Provider network or causing portions of the Provider network to be blocked).

(b) Data You represent that you will have the right to use any data which you upload or otherwise supply to Provider or MarkMonitor in connection with the services, and that all information and data you provide will be accurate and updated on a timely basis. You will retain ownership of all such data, but Provider is permitted to use that data for any purpose necessary to provide the PDNS services. You agree that Provider may make use of your traffic data for any reason, so long as such data is in an aggregated form and is not identifiable to you.

(c) Disclaimers. THE PDNS SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS BY PROVIDER AND NEITHER PROVIDER NOR MARKMONITOR (NOR THEIR EMPLOYEES OR AFFILIATES) MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PDNS SERVICES OR THE RESULTS TO BE OBTAINED FROM USE OF THE PDNS SERVICES, INCLUDING ANY WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. NOTWITHSTANDING ANY PROVISIONS IN YOUR AGREEMENT WITH MARKMONITOR TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY PROVIDER TO PROPERLY PERFORM THE SERVICES WILL BE THE SERVICE CREDITS DESCRIBED BELOW.

(d) PDNS Services. During your service period, Provider is obligated to provide access to the nameserver infrastructure controlled or deployed by Provider in connection with your PDNS services (“*Nameserver Infrastructure*”). The Nameserver Infrastructure does not include any application protocol interfaces, zone transfer mechanisms, update systems, and other customer-accessible data access or manipulation methods (collectively, “*Peripheral Infrastructure*”) provided by Provider in connection with the PDNS services. You acknowledge and agree that as between you and Provider, the PDNS services are the property of Provider and that the domain name server, software, and all data (excluding data provided by you or your end users that pass through the PDNS services) and know-how used, developed or derived by Provider in the provision and operation of the PDNS services are owned exclusively by Provider and, where applicable, are protected by copyright and other applicable intellectual property laws and you claim no ownership interest therein. Nothing in the Agreement grants you any rights to, and you agree not to modify, adapt, alter, copy, reverse engineer (except to the extent permitted by applicable law) or disassemble the PDNS services, including without limitation any software or data contained therein, in any way. The PDNS services can be altered or discontinued, in whole or in part, including changes to the pricing, by Provider at its sole discretion and your continued use of the PDNS services after a change will be deemed acceptance of the changes by you. In any event, however, you always have the right to terminate all or any portion of the PDNS services for any reason upon at least thirty (30) days’ prior written notice. Provider is bound by confidentiality obligations protecting your confidential information in a manner which is consistent with the existing confidentiality obligations in the agreement.

(e) Service Credits. Any failure by Provider to provide the services for periods which exceed the outage periods defined below (“*Outages*”) will result in the issuance of a credit to you (“*Service Credit*”), which will be your sole and exclusive remedy for any such *Outages*. Any Service Credits will be applied to the month following issuance, or, where your services are terminating, will be applied to extend your service period for an additional period equivalent to the fees for such additional period. Claims for Service Credits must be made by you via email to customer.service@markmonitor.com as soon as possible after the occurrence of an *Outage*, but in no event more than three (3) days after the *Outage*, and must be accompanied by relevant details and supporting documentation. *Claims made more than three (3) days after an Outage will not be eligible for a Service Credit.*

The following constitute an “*Outage*” for purposes of determining the availability of Service Credits:

If Provider determines in its reasonable commercial judgment that the service outage event lasted for more than one (1) minute, but fewer than four (4) consecutive hours during a calendar month, we, upon your request, will credit your account for such month the pro-rated charges for one (1) day’s service.

If Provider determines in its reasonable commercial judgment that the service outage event lasted for four (4) or more consecutive hours during any calendar month, we, upon your request, will credit your account for such month the pro-rated charges for one week’s service.



Provided, however, that any error, delay, downtime or unavailability of the PDNS services resulting from the following (“Exclusions”) will be excluded from the determination of any Outage: (i) any suspension or termination of the PDNS services by Provider or MarkMonitor in accordance with the agreement; (ii) any actions or inactions by you or a third party; (iii) any failure to comply with any usage limits applicable to the PDNS services; (iv) any inaccurate or insufficient information or configurations provided or set by you or your authorized users; (v) the failure to use all four (4) DNS nameserver hostnames if provided by Provider; (vi) any misuse of the PDNS services; (vii) any errors, delays, downtime or unavailability from your or a third party’s equipment, application programming, software, systems or networks; (viii) any network unavailability outside the Nameserver Infrastructure or the Peripheral Infrastructure; (ix) malicious acts by a third party against you, MarkMonitor, their respective agents or suppliers; (x) any scheduled maintenance or emergency maintenance by Provider; (xi) acts of terrorism, cyber terrorism, or God, or any other event of force majeure; or (xii) any other event outside Provider’s reasonable control.

(f) Fees. Non-refundable service fees for the PDNS services will be invoiced to you monthly based upon your actual usage at a rate of Twenty-Five US Dollars (\$25.00) per million queries per month, rounded to the nearest whole million. The fee will be adjusted to reflect the relevant currency. There are no extra fees for zones or records, both of which are unlimited to you. Additional service add-ons which are offered by MarkMonitor may be provided at your request for additional applicable monthly fees. All fees are subject to applicable withholding tax and other applicable taxes and duties (including but not limited to value added tax and other similar sales taxes), other than taxes on our income.

(g) Suspension. Provider shall have the right to immediately suspend, without notice or any liability to you, the PDNS services if, in its sole and reasonable determination, a breach of your obligations under the agreement; or a violation of third party rights or applicable laws, rules or regulations, has or is likely to occur. Such suspension will remain in effect until such time as you correct the cause of the suspension. Charges remain payable in full during periods of suspension.

Metacore with Genomic Analysis Tool

1. License. You may incorporate limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers, within reports you distribute to your customers.

2. Data Use. We will only use the query data you provide to us in accordance with your instructions and to perform our obligations under the agreement.

(a) Identification. We will not re-identify any of the donors using that data nor perform or participate in activities designed to re-establish a link between components of the data and the donors.

(b) Security. We will employ appropriate administrative, technical and physical security measures to protect that data against any unauthorized loss, use, disclosure, or access.

(c) Unauthorized Use. We will report to you any unauthorized use or disclosure of that data of which we become aware.

3. Warranty. You represent and warrant that (a) all data you provide to us will be stripped of identifiable information and will be fully de-identified per Health Insurance Portability and Accountability (HIPAA) standards prior to transfer to us; and (b) you have received the informed and explicit consent of individuals from whom the data was obtained, that is sufficient to allow (i) the transfer and use of the data for interpretation and research purposes in accordance with the terms of the agreement; and (ii) the transfer of the data outside your and/or the individual’s geographical region.

4. Privacy. In respect of data you provide to us, you shall defend, indemnify and hold us, our affiliates and third party providers harmless from and against any claim brought by any third party alleging violations of data protection and privacy laws and regulations where we have acted according to the agreement and/or your direction. This clause survives termination or expiry of the agreement or the applicable data or information service.

5. Reporting. You are responsible for reporting to or notifying local or international authorities of the rights and obligations under the agreement.



6. Retention. For 5 years after termination, you may retain selected records from our service on your servers, solely to enable you to identify the data searched in producing a report at a particular point in time.

Metaminer Consortium

1. Definitions. “**Project**” means the collaboration by the members of the consortia (“**Members**”) with the intention of developing the Project Results; “**Project Results**” means any new, standalone product entirely developed during and delivered by us as a direct result of the Project, which may include pathway maps.

2. Project Results. (a) You must maintain a valid license to MetaCore throughout the Project. Project Results will be available through your MetaCore license. (b) Members have exclusive rights to those pathway maps included in Project Results (“**Pathway Maps**”) for 12 months from the date Project Results are first delivered to any Member. Except to Members, we will not distribute Pathway Maps during this exclusivity period. (c) Notwithstanding clause 2(b), during the exclusivity period we may (i) use Pathway Maps for demonstration purposes with nonmember or freely for our internal purposes; (ii) disclose names and numerical data as well as static, non-interactive images from Pathway Maps; and (iii) freely use and distribute the Project Results (other than Pathway Maps). (d) The use and distribution of the Project Results are otherwise subject to your MetaCore license and the terms for Information Services.

3. Project Management. (a) **Project Board.** Each Member will appoint a scientist to a project board to act as the member’s representative and to exercise that Member’s right to vote. The project board will provide the overall direction of the Project and grants us, or persons engaged by us, responsibility for day-to-day management of the Project, acting where possible in accordance with the Project Plan. (b) **Voting.** Except where specifically stated otherwise in these terms, the project board will operate by way of secret majority vote. Each Member is entitled to vote once in any decision provided the Member is current in its obligations with respect to the Project. (c) **Project Plan.** Within 30 days of the start of the Project, the project board will create and adopt a work plan and formal milestones (the “Project Plan”) which will be shared with us. The Project Plan can be changed at any time, by at least two-thirds vote of those Members entitled to vote.

4. Term and Termination. (a) You may terminate membership by providing at least thirty (30) days written notice, which will be effective at the end of the then current year of the Project. You may also withdraw immediately if the Members by two-thirds vote agree that the milestones of the Project have not been substantially met. (b) We may terminate the Project immediately if, at any time, there are three or fewer active Members and will provide you notice of termination as soon as reasonably practicable. We may also terminate your participation immediately if your MetaCore license terminates for any reason.

5. Ownership. (a) All work product developed under the Project by us, individually or with the Members or third parties, is our sole and exclusive property and you hereby assign to us all rights (present and future) you may have in the work product and waive (and shall procure that your users waive any moral rights in such work product). (b) We may host, use or modify any information, presentations, articles, data, software, equipment or other materials, and any logos, trademarks, get-up/look and feel or other branding provided to us by you or on your behalf in connection with the performance of the Project.

6. Support. During the term of the Project we will provide you support (during our normal business hours and at our discretion) for the Project Results, so long as you are an active member. Upon your request, we may provide you maintenance services (such as editing pathway maps with new data, annotation of research articles and adding new biomarkers) or other agreed support services for the Project Results at an agreed upon fee.

OFF-X

1. Undertakings of Licensee. You agree to be solely responsible for regulatory and safety related requirements concerning your use of the Database and the results deriving therefrom. For so long as you subscribe to OFF-X, you warrant and represent that you hold, and will continue to hold, a valid license to MedDRA. Additional information about MedDRA subscription requirements may be found at <https://www.meddra.org/faq>



2. Off-X Data. The information provided via OFF-X is based on evidence which includes, amongst other things, publications, congress references, case reports, and information provided by third parties (“Third Party Evidence”). Third Party Evidence is obtained from sources that we consider to be relevant and reliable, but we do not audit or undertake any independent verification of such sources, which are not under our control.

Any score provided classifies the estimated strength of the evidence supporting a given drug-adverse event or target/class-adverse event (“Score”) and is not an association score and does not confirm the causal relationship or frequency between any drug, or target, or class, and an adverse event. The Scores do not describe the severity of an adverse event or adverse drug reaction. It is your responsibility to verify the accuracy, adequacy, completeness, reliability and timeliness of information, data, reports, values, reports, statistics, Scores, or Third Party Evidence provided via us to you.

3. Off-X Real World Evidence Dashboard. The Off-X Real World Evidence dashboard is not a signal detection method and does not comply with any specific pharmacovigilance regulation. It is not required by legislation and it is intended to provide an additional tool for research purposes only. Case safety reports are curated and de-duplicated following a series of in-house data processes and can be different from others used by regulatory bodies, other third party solution providers or your internal organizational ones. In this context, and because in the difference in the number of case safety reports, statistical values although computed using established statistical methods can be different as well.

4. Regulatory reporting. You may use data from Off-X to support safety discussions related to drugs you produce and/or market during the drug approval process and in pharmacovigilance reviews, and include up to ten (10) tables, charts, and/or graphs (the “Figures”) in static reports and documents you create for such agencies in furtherance of such safety discussions (“Reports”). The Figures must represent no more than an incidental and insubstantial part of Report, the primary value of which must be your content. Except for the Figures in the Reports, Off-X data must not otherwise be shared or distributed externally. Each Report must include the following notice: “Certain data included herein are derived from Off-X database from Clarivate. All rights reserved. Clarivate makes no representation or warranty as to the accuracy or completeness of the data set forth herein and shall have, and accepts, no liability of any kind, related to the use of this report. In no way shall any Clarivate data appearing in the report amount to any form of prediction of future events or circumstances and no such reliance may be inferred or implied.

Patient Connect

- 1. Message Content.** You are responsible for the content of the messages delivered and warrant that the message content is reviewed and approved by your medical, legal, and regulatory affairs review (“MLR”) board prior to use within the services.
- 2. License.** We may provide you with data and insights as part of the service (if agreed upon in an Order) which you may use solely for internal analysis and research purposes.. Such data shall at all times remain Clarivate IP.
- 3. Termination.** Where you are permitted to do so under the Agreement, if you elect to terminate the Agreement prior to the completion of services and not including termination due to Clarivate’s breach of the Agreement, you must reimburse Clarivate for any third-party fees incurred prior to such termination.

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3. Corporate Institutions. Provided that you do not violate an express provision of this Agreement, Authorized Users may share research and reports internally within your organization and with other Authorized Users, subject to the transactional pricing that may be triggered, and provided that Authorized Users do not remove any copyright or other notices on the content. You and your Authorized Users may not share searches or articles outside of the subscribing institution. In order to share articles outside the subscribing institution, Authorized Users should contact the publisher directly or contact a copyright clearance company for permission to redistribute articles. Once permission is secured, the article must be sourced as coming from Clarivate.

4. Restrictions. Except as expressly permitted in this Addendum, you and your Authorized Users shall not:

- a) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, discover, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material;
- b) Remove any copyright and other proprietary notices placed upon the Product or any materials retrieved from the Product by Clarivate or its licensors;

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- d) Perform penetration tests or use the Product to execute denial of service attacks;
- e) Perform automated searches against Clarivate's systems (except for non-burdensome federated search services), including automated "bots," link checkers or other scripts or otherwise scrape data from the Product;
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- h) Use the Product to create products (including tools, algorithms or models) or perform services which compete or interfere with those of Clarivate or its licensors;
- i) Text mine, data mine or harvest metadata from the Product, use the Product or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models, or use the Product or underlying data to develop or train any artificial intelligence, algorithms or models.
- j) Communicate or redistribute materials retrieved from the Product; or
- k) Download all or parts of the Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Product, in any form.
- l) Store any information on the Product that violates applicable law or the rights of any third party.

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6. MARC Records. MARC records may be placed in your online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order with respect to a particular Product.

7. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither you nor your Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.

8. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, you reserve all right, title and interest in all specific data you contribute to the Product (which may include but is not limited to your created metadata, bibliographic information, holdings and circulation data) and you grant Clarivate permission to use such data in raw form for the limited purpose of operating and improving the Product and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without your permission. Provided that such access, use, and/or sharing does not violate an express provision of the Agreement, you and your Authorized Users are permitted to: (a) access the Product and information derived from the Product in order to discover, manage and provide access to library resources you own or license, (b) create, store and retain any reports and lists delivered by the Product, (c) share data about your own library holdings that are retrieved from such Product with third party applications, so long as prior written notice is provided to Clarivate and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on your library website.

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13. Supplemental Terms. Some content included in the product has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the product. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the order form. Such supplemental terms shall not materially alter use of the product.

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(b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site.

(c) For corporate organization, your employees and independent contractors while performing their work.

For clarity, 'Authorized User' excludes corporate affiliates, academic bookstores, non-subscribing institutions, and alumni unless expressly included on the Order.

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Publons

(a) Additional Definitions. "User" means an individual engaged with our service or via your integration with our service. This can include, but is not limited to, an individual peer reviewing manuscripts ("Reviewer"), an individual editing a manuscript or managing a journal ("Editor"), or an individual creating a manuscript ("Author"). "Activity" means the work a User has performed. This can include, but is not limited to, the peer review of a manuscript ("Review"), the handling of a manuscript as an editor ("Editing"), or the creation of a manuscript ("Authoring"). "User Data" means personal data belonging to the User and provided to us by you in accordance with the agreement and as authorized by the User, including but not limited to personal contact details and any Activity, but does not include data provided to us directly from the User.

(b) Where you are an organization, you will ensure that your Users follow the terms and guidelines described in the terms for Users.

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about articles that you have associated with your ResearcherID or about organizations you work or have worked with) that you provide during the registration process or later update, or that you provide or we collect in connection with your use of your Researcher ID (such as when you publish articles and include your ResearcherID as an additional identifier).

For Customers of Reviewer Recognition, Reviewer Connect, and Transparent Peer Review:

Use of content. We will: (a) process User data on your behalf, for the purposes of the subscribed services and for no other purpose, acting as a data “processor” as defined in applicable data protection laws; (b) only post Reviews publicly if the relevant journal has opted to set a review policy that allows public posting of the Review and the Reviewer elects to post the review; (c) gather feedback about the service and (d) for no other purposes except as expressly authorized by the User. In situations where we act as a data processor on your behalf, all communications with the relevant Users are to be approved with you in advance, provided that once a User 'opts in' to the service, we may communicate directly with the User and the frequency, content and method of such communication will be at our sole discretion. Upon termination or expiry of the agreement, you agree that we may contact Users for the sole purpose of obtaining their agreement to retain the User's data on our service. If the User does not agree, or if they do not respond, the User's data will be destroyed 30 days following that contact being made. If the User has 'opted-in' or registered for the service during the term their User data will be retained by us following termination without further agreement being required. For the avoidance of doubt, if the User 'opts-in' or otherwise registers for the service, either during the term or subsequent to termination, we will be controllers of any data obtained independently from the User. You will comply with all laws and regulations applicable to the communications sent through the service or using data obtained from the service, including those laws and regulations relating to (a) acquiring consents (where required) to lawfully send e-mails, (b) the content of e-mails, and (c) implementing an unsubscribe or opt-out mechanism.

ScholarOne

1. Internal Business Purposes. Internal business purposes means those publications, meetings and conferences that are listed on the order form.

2. Usage Information. In addition to usage information we collect under the Terms, you agree that we will be entitled to create and distribute aggregate statistical and database compilations derived from your use of the products and your content, including demographics, site traffic, usage information, viewing and navigation patterns and user characteristics; and we may use such information for commercial purposes provided that such aggregate compilations will not identify your or individual users.

3. Personal Data. You are the 'controller' of 'personal data' collected and processed by your ScholarOne solution, in each case as such words are defined in applicable data protection law. As controller, you are responsible for providing a privacy notice for users of your ScholarOne solution and, as required by applicable law, the Clarivate Data Processing Addenda available at <https://clarivate.com/legal/terms-of-business> will apply.

4. Transparent Peer Review. If you purchase Transparent Peer Review, the following terms apply:

(a) Personal data. If an author or reviewer using your ScholarOne solution opts to utilize Transparent Peer Review and publish their review, or identify themselves as a reviewer, we will be controllers of any data obtained from such users related to the peer review.

(b) Reviews. Reviews may only be posted publicly if (i) the author has opted into public posting of the review and has created a profile on Web of Science, subject to our Terms of Use, and (ii) you have provided us the DOI for the relevant article. If the author has opted-in, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such review, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

(c) Ethics. As an independent organization, Clarivate does not become involved in and is not responsible for the editorial management of any journal or the business practices of any publisher. Publishers are accountable for their journal performance and compliance with ethical publishing standards. Clarivate may in its sole discretion remove



peer reviews if the journal or reviewer fails to maintain our standard of quality, does not comply with ethical standards, or otherwise does not meet the criteria determined by the Web of Science Editors.

ScholarOne Web Services API

- 1. License.** API refers to the application programming interface connecting your application of the ScholarOne software with any third party software, including your own. You may use the API to access ScholarOne to extract, ingest, maintain, display and use your content.
- 2. Limitations.** (i) we must approve the following in advance: (a) all third party software accessible via the API and (b) the enquiries per minute to the API; and (ii) you are solely responsible for licenses, consents, approvals and support required from third parties for all third party software accessible via the API.
- 3. Support.** We have no obligation to support or update the API unless otherwise agreed in writing.

Trademark.com

For all Trademark.com Products and Services

- 1. License.** If you are an attorney or law firm, internal business purposes includes your use of our products and services for the benefit of your clients.
- 2. Charges.** Our transactional charges are published on the Trademark.com website and may change at any time. You are responsible for all charges incurred under your username and password.
- 3. Products and Services Categories.** The Trademark.com products and services are categorized as Information Services.
- 4. No Legal Services.** We are not a law firm and do not provide legal services or legal advice of any kind. We are a technology platform that helps create and file forms and provide trademark data. We are not a substitute for an attorney. Our customer service representatives are not lawyers and cannot answer legal questions or provide legal advice. We will not review any of your documents for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about your legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of your particular situation. You acknowledge and understand that your purchase, download, and/or use of a form document from us is neither legal advice nor the practice of law. You further acknowledge and understand that that each form and any applicable instructions or guidance obtained from us is not customized to your particular needs by us. It is ultimately your responsibility to engage an attorney and to understand the terms that control that separate engagement with the attorney.
- 5. Legal Counsel.** If requested and only to the extent permitted by applicable law, we may introduce you to local legal counsel in domestic or overseas jurisdictions as your situation may require. We do not share legal fees or take referral fees for any legal services provided in conjunction with our services.
 - (a) No Endorsement.** We do not endorse or guarantee the work product of any counsel and are not liable for the services provided by/in connection with your legal counsel. You must enter into your own agreement with the legal counsel you choose to use.
 - (b) Conflicts.** We are not a law firm and we therefore do not undertake conflict of interest checks related to our customers. Counsel you engage may undertake a conflict of interests check. If there is a conflict you may need to engage other counsel in that jurisdiction.
 - (c) Use of Counsel.** By ordering legal opinions, risk assessments, trademark filing, domain recovery services or other services from us which by their nature may require input from your legal counsel (i) you authorize us to liaise with your legal counsel and to share relevant confidential information; (ii) it is your responsibility to maintain your attorney-client privilege, questions arising from legal services should be discussed with your legal counsel and shared with us only upon advice of your legal counsel; (iii) you should discuss with your legal counsel whether attorney-client privilege may or may not extend to communications between us and your legal counsel; (iv) we may be compelled by a legal or regulatory authority to disclose information which may have otherwise been protected by your attorney-client privilege; and (v) services obtained from your legal counsel are governed by the terms controlling your engagement of your legal counsel.



6. Governing Law and Jurisdiction. Unless stated otherwise in an Order Form, the governing law / jurisdiction shall be US Law (State of Delaware) / State of Delaware.

Unycom

1. Definitions

Additional Services means services we provide to you that are not included in Section 3 of these product/service terms.

Hotfix means any improved Unycom Software, which addresses one or more malfunctions and is provided by us to you.

Services means the products and services that are ordered by you under an order form or Statement of Work.

Server Operator means the company that provides room for secure storage of Unycom Software on its servers and manages and guarantees the proper maintenance of its servers.

Statement of Work means a written document provided by us which details the work to be completed and which is mutually signed by the Parties.

Subscription means the right purchased by you to use the Unycom Software and defined services for a certain period of time as specified in this Order. Subscription may include a defined number of Users for User-based Services as well as a defined number of transactions for Transaction-based Services as specified in the Order Form or any applicable Statement of Work.

System Environment means those parts of your computer system that are necessary for the correct functioning of the Unycom Software, including hardware, operating systems, middleware, supporting software and application monitoring.

Transaction-based Services are ordered by you to purchase the right to execute the number of transactions as defined in the Order Form or any applicable Statement of Work.

Unycom Software means the Unycom software, as further detailed in the Order Form.

Update means updates to the Unycom Software provided by us that include minor improvements (like extension of existing functionality), but not to include those new releases that include major improvements (like adding substantial new features, functionalities or modules).

Users means your and your affiliates' employees, representatives, consultants, contractors or agents who are authorized by you to use Unycom Software, including any ordered services provided via the Unycom Software, for whom Subscriptions to Unycom Software have been purchased, and who have been supplied user identifications and passwords by you (or by us at your request).

User-based Services are ordered by you to purchase the right for dedicated Users to access and use the Unycom Software.

2. Subscriptions for Unycom Software

2.1 Subscriptions

We hereby grant to you the right to access and use the Unycom Software in accordance with this Agreement.

3. Fees and Payment

3.1 Fees

You shall pay all fees specified in the present Agreement. Except as otherwise specified herein or in an Order Form:

- (i) fees are based on services purchased and not actual usage,
- (ii) payment obligations are non-cancellable, and
- (iii) fees paid are non-refundable, and
- (iv) you may not decrease the number of Subscriptions purchased during the relevant Subscription Term.

Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Subscriptions added in the middle of a monthly period will be charged for

that full monthly period and the monthly periods remaining in the Subscription Term.

3.2 Fees for Additional Services

If you order Additional Services, these services will be charged on a monthly basis according to our actual efforts and our valid standard daily rates (one working day consists of 8 working hours). A 50% surcharge to the standard daily rates will apply for services performed outside our regular office hours, as well as on weekends or bank holidays in Austria.

3.3 Suspension of Service

If any amount owing by you under this Agreement or any other agreement is 3 or more months overdue, the following procedure will apply. You will receive at least 3 payment reminders. If amounts are still overdue then, we will call for a management meeting with you to be held within one week. If amounts are still overdue after this management meeting and the amounts are already overdue for at least 6 months, we may suspend the services and revoke your right to use Unycom Software. Once the amounts are paid in full, we will restore your access to the services and the Unycom Software. The obligation to pay the Subscription fee remains unaffected by our exercising our rights to suspend performance/access.

4. Ownership of Customer Data

For the avoidance of doubt, we are neither data controller nor is it processing any data under this Agreement. If Unycom is entitled to host your data, the rights and conditions set out in clause 5 of the Clarivate Terms shall apply.

5. Term of Agreement

This Agreement shall commence on the effective date specified in the Order Form (or such other date as the parties may have agreed upon in writing) and shall continue until all subscriptions granted in accordance with this Agreement have expired or been terminated.

6. Subcontracting

We have the right to engage subcontractors in the fulfillment of our obligations under this Agreement.

SCHEDULE 1 INTERFACES TO THIRD PARTY PRODUCTS AND DATA FEED SERVICES

In deviation to the Unycom product/service terms, you acknowledge and accepts the following regarding ip-x-change-Services made available via Unycom Software:

1. Definitions

Interface means an interface provided by us that enables User to access a third-party product or service in order to process your Content for the sole purpose to reimport your processed Content into the Unycom Software.

ip-x-change Services means the relevant service(s) selected and described within section 5 (Service Description).

Provider means the third party offering a product or service made accessible to you via an Interface.

2. Use of ip-x-change Services

- a. You shall make ip-x-change Services and any derivative works available only to authorized Users.
- b. You will not resell ip-x-change Services or any third-party product or service accessed via *ip-x-change Services* as a stand-alone product.
- c. You will not transfer any results of any third-party product or service accessed via *ip-x-change Services* in bulk to a third party.



- d. You will not enable or allow systematic copying or recompilation of a substantial portion of any results of any third-party product or service accessed via *Smart Docketing Services* for uses unrelated to your use of Unycom Software.
- e. You will not resell any results of any third-party product or service accessed via *ip-x-change Services*, or provide unauthorized access to the *ip-x-change Services* itself.

3. Disclaimer of Warranties

3.1 ACCESS TO ANY THIRD-PARTY PRODUCTS AND SERVICES IS PROVIDED “AS IS” and “AS AVAILABLE”. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE MERCHANTABILITY, QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THE THIRD-PARTY PRODUCTS AND SERVICES. YOU ASSUME ALL RISK OF USE. NO WARRANTY IS GIVEN THAT THE PROVISION OF THE RESULTS OF A THIRD-PARTY PRODUCT OR SERVICE WILL BE ERROR-FREE, COMPLETE OR UNINTERRUPTED.

3.2 YOU ACKNOWLEDGE THAT THE PRODUCTS AND SERVICES ACCESSIBLE VIA *IP-X-CHANGE SERVICES* ARE PROVIDED BY THIRD PARTIES, AND WE HAVE NO CONTROL OVER, OR LIABILITY FOR ANY SUCH PRODUCT OR SERVICE. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR YOUR USE OF, OR RESULTS ACHIEVED BY YOU FROM THIRD PARTY PRODUCTS OR SERVICES.

3.3 IN DEVIATION TO SECTION 13(C) OF THE AGREEMENT, EACH PARTY’S LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID AND PAYABLE BY YOU TO UNYCOM UNDER THIS SCHEDULE 1.

4. Intellectual Property Rights

You acknowledge that we and/or our licensors own and reserve all right, title and interest in and to the *ip-x-change Services* and all third party products and services accessed via the *ip-x-change Services* as well as in and to all items to provide the *ip-x-change Services* and all third party products and services, other than the access rights explicitly granted to you in this Schedule 1. No title to or ownership of any proprietary rights related to the *ip-x-change Services* or to any third-party products and services is transferred to you or any User pursuant to this Schedule 1.

5. Service Description

You explicitly agree and authorize the exchange of information and control data regarding Client Data with third-party products and services via *ip-x-change Services* within the agreed scope, according to table as follows.

ip-x-change Service	Functionality within Unycom Software	Third Party Provider	Description of Service (Source: Unycom Software Administrator’s Guide)	Ordered by You
USPTO PAIR Integration	USPTO Documents	USPTO – Private PAIR (via Twin Dolphin Software, Inc.)	By linking the Twin Dolphin web service with the Scan2Unycom mechanism via the ip-x-change service Smart Docketing, it is possible to automatically import and process USPTO documents in Unycom. The Twin Dolphin web service automatically orders your	<input type="checkbox"/>

			USPTO documents from the Private Patent Application Information Retrieval (PAIR), which will then be prepared for the automated import in Unycom via the Scan2Unycom interface.	
Smart Docketing	Automated Incoming Mail	EIM d.o.o. BUSINESS INFORMATION SYSTEMS Ltd., via ip-x-change	<p>By linking the Smart Docketing service with the Scan2Unycom mechanism, it is possible to automatically import and process official PTO documents in Unycom. Both the modules for Smart Docketing and Scan2Unycom must be active on the system for this functionality to work.</p> <p>Documents are fetched from a designated folder and uploaded to the Smart Docketing service in the ip-x-change cloud. The Smart Docketing service extracts data from the document which will then be prepared for the automated import in Unycom via the Scan2Unycom interface and the automated processing as incoming mail in Unycom.</p>	<input type="checkbox"/>
Annuity Integration	Payment Service Interface	IPAN GmbH, via ip-x-change	When using IPAN services via ip-x-change, it is possible to configure a connection to IPAN in order to view the portfolio monitored by IPAN directly in Unycom Pro. For patents, utility models and designs, payments can be managed directly via Unycom without the need for additional communication via e-mail. The data is transmitted via web service automatically.	<input type="checkbox"/>
Integrated Analytics (BASIC)	Integrated Analytics Service	Birst Inc., via ip-x-change	The Integrated Analytics service creates graphical representations of IP portfolios, which are integrated in Unycom via ip-x-	<input type="checkbox"/>

			<p>change. The service consists of the following elements:</p> <ul style="list-style-type: none"> - authorized users can view the configured dashboards of the Integrated Analytics service - authorized users can work with the Integrated Analytics service's visualizer - authorized users can search, create, edit and delete dashboards. - authorized users can assign dashboards to be displayed on a user's Home page - in trademark family files, a preconfigured Country Coverage dashboard can be displayed - in patent and design family files, a preconfigured dashboard on Maintenance Fees can be displayed 	
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6. Fees and Payment

Payment terms and conditions for ip-x-change Services are in accordance with the payment terms and conditions according to Unycom Product/Service Terms.

Web of Science APIs

1. Applicability. The following terms apply to your use of Web of Science API-Expanded, Web of Science API-Lite, Web of Science Starter API, Web of Science Researcher API, InCites API or Journal Citation Reports API, as applicable.

2. Access. You may request access to the API through the Clarivate Developer Portal available at <https://developer.clarivate.com/>, your Sales Representative or Sales Support. You are responsible for requesting access. The data available through the API is limited to the data available through your subscription license and may only be accessed by the same users who are permitted access by your subscription. Users will no longer be able to receive Records through the API if they exceed the number of queries and records permitted by your subscription. If your subscription license to the data delivered via the API terminates or expires, your rights to the API simultaneously terminate and any data you downloaded must be deleted unless we provide written authorization or mutually agree in writing otherwise.



3. Service. API refers to the application programming interface connecting you with the data fields set out below which may be updated by us from time to time. For the duration of your license and for 3 years thereafter, you must maintain adequate records relating to your use of our data and the API, including the number of users, locations, and any associated charges. If reasonably requested, you must provide us with this information.

4. Use Rights. You may use the API to access the Data Fields in accordance with the applicable License Level, in each case as permitted by your subscription and set forth below. You may use the API for both Research Projects and Data Integration unless stated otherwise on your order form.

For Research Projects you may use the API:

- (a) to view, use, download and print such data fields for individual academic use;
- (b) to perform specific research or numerical or statistical analyses on such data to produce reports in support of scientific endeavors (provided for abstracts you must have the relevant rights by law or from the copyright owner for such use); and
- (c) on an infrequent, irregular and ad hoc basis to distribute limited extracts of such data that have no independent commercial value and to share data and reports across academic collaborations, in each case in the ordinary course of your academic research and provided our data may not be further distributed or used for any other purpose, including as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers

For Data Integration you may use the API:

- (d) to extract, maintain and display data in an institutional repository on websites owned, maintained and controlled by you, including your intranet and your own publicly-accessible websites or within an Approved Third Party Solution listed in Section 5 provided;
 - (i) such repository may only include data regarding materials authored by your staff, students or affiliated researchers, or funded by your organization;
 - (ii) where such repository is publicly-accessible it may only include the Data Fields that may be publicly displayed as set forth below at a document and researcher level; and
 - (iii) the data may not be used to build additional features or enhance existing features of third party products (e.g., recommender services, benchmarking and analytics dashboards).

License Level

The volume of data that you may pull through the API for each product is set forth below. Your license level for Web of Science API – Expanded defaults to Basic unless stated otherwise on your order form.

Web of Science API Expanded			
Plan	Requests per second	Web of Science documents per year	Maximum number of Web of Science documents returned by one request
Basic	2	50,000	100
Intermediate	2	250,000	
Advanced	3	1,000,000	
Premium	5	3,000,000	
Web of Science API Lite			

Requests per second	Web of Science documents per year	Maximum number of Web of Science documents returned by one request
2	n/a	100

InCites API		
Requests per second	Requests per day	Maximum number of Web of Science documents returned by one request
2	2,000	100

Journals Citation Reports API	
Requests per second	Maximum number Journal matches returned by one search request
5	50

Web of Science Starter API				
Plan	Requests per second	Requests per day	Web of Science documents per year	Maximum number of Web of Science documents returned by one request
Free	1	50	50,000	50
Institutional	5	5,000	n/a	

Web of Science Researcher API				
Requests per second	Requests per day	Maximum number of ResearcherIDs returned by one search request	Maximum number of Web of Science documents returned by one request	Maximum number of peer reviews returned by one request
5	5,000	50	50	10

Data Fields

The data fields that you may pull through the API for each product are set forth below. Only those fields marked as being publicly allowed for public display may be included in publicly-accessible institutional repositories.

Fields available by product							
Data Fields	Data Fields that may be publicly displayed	Web of Science API - Expanded	Web of Science API - Lite	Web of Science Starter API	InCites API	Journal Citation Reports API	Web of Science Researcher API
UID (Unique Identifier)	X	X	X	X	X		X
Title	X	X	X	X			X
Issue	X	X	X	X			X
Pages	X	X	X	X			
DOI	X	X	X	X			X
Volume	X	X	X	X			X
Times Cited (for academic purposes only)	X	X		X	X		X
Times Cited Last Update		X					
ISSN/eISSN	X	X	X	X		X	
ISBN	X	X	X	X			
PubMed ID	X	X		X			X
Source	X	X	X	X			X

Source URL	X	X		X			
Citing Articles		X					
Citing Articles URL	X	X		X			
Publication Date	X	X	X	X			X
Authors	X	X	X	X			
Author Keywords	X	X	X	X			
Document Type	X	X	X	X	X		X
Abstract		X					
Book Author	X	X					
Book Group Author	X	X					
Group Author	X	X					
Editor	X	X					
Conference Title	X	X					
Conference Location	X	X					
Conference Date	X	X					
Conference Sponsor	X	X					
Book Series	X	X					
Part Number	X	X					
Supplement	X	X					
Special Issue	X	X					
Meeting Abstract Number		X					
Article Number	X	X					
Cited References		X					
Cited References URL	X	X		X			
Keywords Plus		X					
Reprint Author		X					
Reprint Address		X					
Author Address / Affiliation		X					X
ResearcherID Number	X	X	X	X			X
Funding Details		X					
Publisher		X					
Subject Category	X	X			X		
Citation Topics	X	X			X		
IDS Number		X					
Book DOI	X	X	X	X			X
Book Chapter Count		X					
Related Records		X					
Related Records URL	X	X		X			
ORCID ID	X	X					X

Org Enhanced		X					X
Author Order Number (i.e., sequence order of authors as they appear in the article)	X	X					
DOAJ Open Access Flag (Yes / No)	X	X			X		
Journal Expected Citations					X		
Journal Normalized Citation Impact	X				X		
Journal Impact Factor (JIF) (Latest Year)					X		
Category Expected Citations					X		
Percentile					X		
Category Normalized Citation Impact	X				X		
Highly Cited Paper	X				X		
Hot Paper	X				X		
International Collaboration (Yes / No)	X				X		
Institutional Collaboration (Yes / No)	X				X		
Industry Collaboration (Yes / No)	X				X		
Open Access Status	X				X		
Journal JCR URL	X			X		X	
Journal title	X					X	
Journal JCR abbreviation	X					X	
Journal title in ISO format	X					X	
Previous/Historical changes (ISSNs, Publisher, ISO Name)						X	
Publisher Name	X					X	
Publisher Address						X	
Publisher Country / Region						X	
Frequency	X					X	

First Issue Year	X					X	
Language	X	X				X	
Categories	X					X	
Open Access First and Last Year						X	
Journal Total cites						X	
Journal Impact Factor (JIF) (All JCR Years)						X	
JIF 5 years						X	
Immediacy Index						X	
Journal Citation Indicator (JCI)	X					X	
Eigenfactor score						X	
Eigenfactor normalized						X	
Article influence score						X	
Number of Citable items						X	
JIF Percentile						X	
Cited Half Life						X	
Citing Half Life						X	
Journal Rank for JIF and JCI						X	
Journal Quartile for JIF and JCI						X	
Journal Percentile for JIF and JCI						X	
Journal item breakdown (articles, reviews, other)						X	
First year of journal coverage						X	
Last year of journal coverage						X	
Gold OA for Citable Items						X	
Non-OA for Citable items						X	
Other OA - Citable items						X	
Gold OA for Citations						X	
Non-OA for Citations						X	
Other OA - Citations						X	

Contributing Countries (Top 10)						X	
Contributing Organizations (Top 10)						X	
Cited Journals						X	
Citing Journals						X	
h-index	X						X
Document Count (total)	X						X
Document Count (by year)							X
Total citing publications							X
Total citing publications (without self)							X
Total citations							X
Total citations (without self)							X
Total times cited (for researcher)	X						X
Total times cited (for researcher, without self)							X
Author position statistics (first, last, corresponding)							X
ResearcherID claim status							X
Alternative names							X
Affiliation start year							X
Affiliation end year							X
Peer review journal title							X
Peer review journal publisher							X
Peer review date							X
Peer review article title							X
Peer review article DOI							X
Peer review verification status							X
Researcher Subject Categories							X



5. Approved Third Party Solutions for Data Integration. You may use the API with the Clarivate-approved third party solutions listed below which may be updated by us from time to time. No other third party commercial solutions are permitted to be used without obtaining our prior written consent.

- Altmetric
- Amplyfi (formerly Deep Web)
- Cayuse
- Cosmotron Bohemia
-
- EBSCOhost Integrated Search
- Elsevier Interfolio (Data180)
- Elsevier Pure
- ExLibris MetaLib
- LA2 UNI 4.0
- Papers (formerly mekentosj)
- ProQuest Summon
- SoleNovo SoleCRIS
- Sages Omega PSIR
- Suweco
- Symplectic
- Vidatum
- VIVO
- Watermark Faculty Success

As applicable, each document record in an approved third party solution that contains our data must link back to the applicable record, and any citation count must link back to the cited-by list for the respective document.

6. Attribution. For Web of Science data, you must provide us with attribution as described below:

Notices

The following copyright notice must appear at the bottom of every page or table that shows Web of Science content:

© [insert year] Clarivate

All usage of our data including in reports must include the following notice:

“Certain data included herein are derived from the © [specified product name] (date) of Clarivate. All rights reserved. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate.”

How to display links to Web of Science in Third Party Software

When linking to the Web of Science from third party software, the text that should appear on the user interface is dependent on link type (see table below). The text should be hyperlinked, redirecting the user to the appropriate page in Web of Science. The product name must be italicized.

Link type	Text to display
Full Record Link	View record in <i>Web of Science</i>
Citing Articles Link (if not anchored to the Times Cited Count)	View citing articles in <i>Web of Science</i>
Author Record Link	View ResearcherID in <i>Web of Science</i>

How to display Web of Science Times Cited Count and related Citing Articles Link in Third Party Software

When displaying the Web of Science Times Cited Count or a Citing Articles Link anchored to the Web of Science Times Cited Count, the third party software should identify that the Times Cited Count is from the Web of Science, pre-pending display of the count with the text “Web of Science Times Cited” as set out in the example below. If the third party software provider so chooses, the third party software provider may hyperlink the number presented to redirect the user to the citing articles page in the Web of Science.

Example: *Web of Science* Times Cited: 35

7. Definitions.

Record: Metadata or metrics as returned by the API of each paper or similar individual publication (such as a journal article or conference proceeding).

Request: A request is a call to any of the operations/endpoints which may or may not be considered a query.

Web of Science: Custom Data Sets

1. License. For internal, non-commercial purposes only, you may (i) use the custom dataset for numerical or statistical analyses of data elements derived from the service; (ii) download the custom dataset for use in your own data analytics and proprietary tools; (iii) index the custom dataset for searching by authorized users and display results of such searches performed; and (iv) create derivative databases consisting of the results of (i) to (iii).

2. Limitations. You may not distribute, sublicense or publicize any portion of the custom dataset or derivative databases. If specified on the order form, you may use the custom dataset and the derivative databases only for the designated project. For abstracts you must have the relevant rights by law or from the copyright owner for such use.

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