



PRODUCT / SERVICE 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 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.

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.

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