

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.

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.

Last updated: November 2021