



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**”) 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.

Innovative

Innovative Subscription and Perpetual Software subscriptions (ex: Polaris, Sierra, Millennium, Virtua, INN-Reach)

- 1. License.** Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
- 2. Copies.** Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge.
- 3. New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of your subscription or maintenance (collectively, “New Releases”). “New Releases” do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
- 4. Authorized Users.** For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
- 5. Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data (“Collected Data”). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.
- 6. Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the 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.
- 7. Modules.** Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.

Innovative SAAS subscriptions (ex: Vega, Innovative Mobile, Innovative Phone Alerts)

- 1. License.** We will provide you with subscription access via a website to our Integrated Library System solution known as “Vega”. Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.



2. **New Releases.** The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.

3. **Aggregated Data.** In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.

4. **Authorized Users.** For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.

5. **Early termination.** Client may terminate this Agreement at any time during the Initial Term effective as of the date of the 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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