



## Third Party Terms

These additional terms apply to third party providers' data and/or software and take priority over all other terms of the agreement.

### IP Cloud

The IP Cloud includes certain software products including all revisions, enhancements, upgrades, and new versions thereof (collectively "Progress Products") provided by Progress Software Corporation ("Progress"). The following terms apply to your access to and use of the Progress Products.

**(a)** Your rights to use the Progress Products will be limited, non-exclusive and except as expressly permitted by us, non-assignable. You agree to: **(i)** use Progress Products only as an embedded component of the IP Cloud; **(ii)** not use Progress Products for development, testing, compilation, debugging and similar design-time purposes; **(iii)** not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of Progress Products or attempt to do any of the foregoing in relation to the object code of Progress Products; and **(iv)** not modify, adapt, translate or create any derivative works of Progress Products or merge Progress Products into any other software.

**(b)** Progress Products may contain or be accompanied by certain third-party components which are subject to additional restrictions, and that these components, if any, are identified in, and subject to special license terms and conditions set forth in, the "readme.txt", "notices.txt" or similar notice file accompanying the Progress Products ("Special Notices"), and in the event of conflict between the Special Notices and the other portions of your agreement, the Special Notices will take precedence (but solely with respect to the third party components to which the Special Notice relates)

**(c)** Progress and its licensors, as applicable, will have the exclusive ownership of all right, title, and interest in and to Progress Products, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in the Progress Products, including ownership of all intellectual property rights and confidential information pertaining thereto, subject only to the rights and privileges expressly granted to you. All copyright, trade secret or other proprietary rights notice within the Progress Products must be retained and unaltered.

**(d)** Progress Products are provided by Progress 'as is' and without warranty and neither Progress nor its affiliates or their respective licensors and suppliers have any liability to you for any damages, whether direct, special, incidental or consequential.

**(e)** You will at all times comply with all export laws and regulations of the United States, as such laws and regulations may exist from time to time and will indemnify and defend Progress from and against any claim that your use of the Progress Products violate such laws, and will pay all costs, fines, damages or fees related to claims or findings of such violations.

**(f)** If you are a U.S. Government entity, the following restricted rights clause applies: This product is a "commercial component," as this term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. §252.227-7014(a)(1) and 48 C.F.R. §252.227-7014(a)(5), respectively, and used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this product only with those rights set forth in the license agreement accompanying this product

**(g)** Clarivate (or any Clarivate reseller you access the Product through) may terminate the Agreement if your material breach affects Progress or its intellectual property rights in the Progress Products and breach is not remedied within a commercially reasonable period

**(h)** Your obligations will remain in effect for as long as you continue to possess or use Progress Products, and such obligations will be enforceable by Progress as a third party beneficiary against you.

**(i)** For Progress' Hybrid Data Pipeline for JDBC or Hybrid Data Pipeline for ODBC ("HDP On-Premise Components") the following additional terms apply: **(i)** use of the HDP On-Premise Components is



limited to use solely for the purposes of transmitting data to and from the HDP Server embedded in the Clarivate application

(ii) HDP On-Premise Components may contain or be accompanied by certain third party components which are subject to additional restrictions and that such components, if any, are identified in, and subject to, special license terms and conditions set forth in the “readme.txt” file, the “notices.txt” file, or the “Third Party Software” file accompanying the HDP On-Premise Components (“Special Notices”) and that in the event of conflict between the Special Notices and the other portions of the Agreement, the Special Notices will take precedence (but solely with respect to the third party components) to which the Special Notices relates)

(iii) Clarivate (or any Clarivate reseller you access the Product through) may take immediate action and use commercially reasonable efforts to ensure that all copies of the HDP On-Premise Components and any corresponding technical documentation published by Progress and relating to the HDP On-Premise Components are completely removed from your premises if you cease to be entitled to the use or possession of the HDP On-Premise Components for any reason.

Last Updated: December 2022 (version 3.4)