



## PRODUCT / SERVICE TERMS

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### Knowledge Processing Partners

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**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.

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