



## 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.

### Literature Review & Search Strategy Management

**1. Adverse Event (AE) Reporting.** Clarivate shall adhere to the AE reporting requirements in an applicable Order. Notwithstanding the foregoing, Clarivate, its affiliates, employees or subcontractors shall not be deemed to become aware of an AE or learn about a death under this Agreement if an AE or a death is reported as a result of Clarivate providing the services.

**2. Subcontractors.** Unless expressly prohibited in an applicable Order, Clarivate may utilize staff consisting of Clarivate employees, independent contractors and temporary personnel in connection with its performance of services. Clarivate will cause such personnel to enter into a written agreement which is no less protective than the terms and conditions of this Agreement prior to commencing to perform any obligations relating to this Agreement and to comply with any other obligations under the Agreement applicable to Clarivate personnel. Notwithstanding the foregoing and subject to the terms and conditions of the Agreement, Clarivate shall remain (i) the prime contractor, (ii) responsible for the performance of its obligations and (iii) solely liable for the acts or omissions of its personnel as if they were Clarivate’s own acts or omissions.

**3. Literature Review Services.** You must notify your third-party materials providers that Clarivate will be accessing your licensed materials in order to perform the services, and you must secure the appropriate rights from your third-party providers to use the licensed materials as contemplated in the applicable Order, including securing permission for Clarivate employees and/or subcontractors to access and use the materials under your license. You must ensure that it will not be a breach of any confidentiality provisions in your third-party licenses for Clarivate to consult directly with the providers for questions arising with the licensed materials to the extent necessary for Clarivate to perform the services. You will own the configuration of the searches and the search results. If you have not purchased Search Strategies Management, you are solely responsible for search strategies. Searches for import and review purposes will be based solely on your instructions and approvals and on criteria defined by you and as may be further described in the Order. Search strategies based on your instructions will be documented by you and Clarivate.

**4. Search Strategies Management.** Search Strategies Management may be used with Dialog Alerts Manager to manage alerts, including alerts for drug safety. You are solely responsible for developing and managing the specific search and/or alert strategies that best fit your needs. Search and/or alert strategies will be based solely on your instructions and approvals and on criteria approved by you. Clarivate will document the search and/or alert strategies based on your instructions. As between you and Clarivate, you will own the configuration of the searches, the search results and the alerts.

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