

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.

Metacore with Genomic Analysis Tool

1. License. You may incorporate limited extracts of our data that have no independent commercial value and could not be used as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers, within reports you distribute to your customers.

2. Data Use. We will only use the query data you provide to us in accordance with your instructions and to perform our obligations under the agreement.

(a) Identification. We will not re-identify any of the donors using that data nor perform or participate in activities designed to re-establish a link between components of the data and the donors.

(b) Security. We will employ appropriate administrative, technical and physical security measures to protect that data against any unauthorized loss, use, disclosure, or access.

(c) Unauthorized Use. We will report to you any unauthorized use or disclosure of that data of which we become aware.

3. Warranty. You represent and warrant that (a) all data you provide to us will be stripped of identifiable information and will be fully de-identified per Health Insurance Portability and Accountability (HIPAA) standards prior to transfer to us; and (b) you have received the informed and explicit consent of individuals from whom the data was obtained, that is sufficient to allow (i) the transfer and use of the data for interpretation and research purposes in accordance with the terms of the agreement; and (ii) the transfer of the data outside your and/or the individual’s geographical region.

4. Privacy. In respect of data you provide to us, you shall defend, indemnify and hold us, our affiliates and third party providers harmless from and against any claim brought by any third party alleging violations of data protection and privacy laws and regulations where we have acted according to the agreement and/or your direction. This clause survives termination or expiry of the agreement or the applicable data or information service.

5. Reporting. You are responsible for reporting to or notifying local or international authorities of the rights and obligations under the agreement.

6. Retention. For 5 years after termination, you may retain selected records from our service on your servers, solely to enable you to identify the data searched in producing a report at a particular point in time.

Last updated: November 2021