

## 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.

### Boomi

(a) Your Product may include access to Boomi Products via our Integration Hub. You and your Authorized User's use of the Boomi Products is subject to the applicable terms of the Boomi Master Services Agreement, except for payment terms, which do not apply, located at [www.boomi.com/msa](http://www.boomi.com/msa) (or if you are a US government entity the terms of the Boomi Master Services Agreement located at [www.boomi.com/fedEULA](http://www.boomi.com/fedEULA)) (the "MSA") as of the date Boomi grants access to the Boomi Products to You and your Authorized User.

(b) You and your Authorized Users agree not to put Excluded Data into or through the Boomi Products. "Excluded Data" means: (i) data classified or used on the U.S. Munitions list (including software and technical data); (ii) articles, services, and related technical data designated as defense articles and defense services; and (iii) ITAR (International Traffic in Arms Regulations) related data. Boomi Products are not designed to process, store, or be used in connection with Excluded Data. Clarivate may review content provided to or accessible by Boomi to ensure that it does not contain Excluded Data.

### Converis

(a) Certain software ("Product") owned by a third party supplier is incorporated into Converis, and such third party supplier retains all right, title and interest in the Product. User agrees it will: (i) protect the third party supplier's rights in the Product (as incorporated into Converis), documentation, product materials and training materials; (ii) not reverse engineer, reverse compile or disassemble the object code of the Product, except as allowed by applicable law; (iii) comply fully with all laws and regulations applicable its use of the Product (as incorporated into Converis), documentation, product materials and training materials, (iv) not use of the Product in a service bureau, time sharing or other non-licensed basis; (v) not redistribute Converis; and (vi) not use the Product on a standalone basis for any reason. The third party supplier makes no representation or warranty (express or implied) or provides indemnities to user.

(b) User hereby acknowledges that the Product (as incorporated into Converis), documentation, product materials and training materials ("**Technology**") may be subject to: (a) export controls under the laws and regulations of the United States, European Union and United Kingdom including, but not limited to the U.S. Export Administration Regulations of the Bureau of Industry and Security ("**BIS**"), U.S. Department of Commerce; (b) economic sanctions administered by the Office of Foreign Assets Control ("**OFAC**") and the U.S. Department of the Treasury; and (c) import and export laws of the jurisdiction in which the Technology is obtained from and used in if this is outside the United States, European Union and the United Kingdom ((a), (b) and (c) referred to collectively as the "**Export Laws**").

(c) User represents and warrants that: (x) neither the United States Department of Commerce nor any other governmental agency has suspended, revoked, or denied its export or import privileges; and (y) it is not domiciled in or is controlled by a company or individual domiciled any country or region to which the Export Laws has embargoed or restricted the export of goods or services to.

(d) User will not export, re-export, or transfer the Technology to: (i) any country to which the applicable Export Laws has embargoed or restricted the export of goods or services, subject to any informational material or other legally permitted exemptions; (ii) any person or entity whom user knows or has reason to know will utilize the Technology or any portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons proliferation or for missile-development purposes; (iii) any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government, such as any person or entity identified on BIS's Denied Persons List or OFAC's Specially Designated Nationals List; or (iv) any person with knowledge or reason to know that they will export, re-export, or transfer any of the

Technology other than in compliance with the foregoing restrictions.

## Cortellis

If your use of Cortellis includes the Refinitiv content below, please refer to the following additional terms imposed by Refinitiv, as applicable.

<b>Cortellis product</b>	<b>Refinitiv content</b>
Cortellis Competitive Intelligence	IBES Estimates  Fundamentals  Aftermarket Research  Transcripts  Private Equity and Venture Capital
Cortellis Deals Intelligence	Private Equity and Venture Capital

The “Information Product” is any data or service provided by Refinitiv. Refinitiv or its third party providers own and retain all rights, title and interest, including but not limited to copyright, trademarks, patents, database rights, trade secrets, know-how, and all other intellectual property rights or forms of protection of similar nature or having equivalent effect, anywhere in the world, in the Information Product and user is not granted any proprietary interest therein or thereto. Display, performance, reproduction, distribution of, or creation of derivative works or improvements from Information Product in any form or manner is expressly prohibited, except to the extent expressly permitted hereunder, or otherwise, with the prior written permission of Refinitiv.

User may use the Information Product for internal purposes only. User may copy, paste and distribute internally only an insubstantial amount of the data contained in the Information Product provided that: (a) the distribution is incidental to or supports user’s business purpose, (b) the data is not distributed by user in connection with information vending or commercial publishing (in any manner or format whatsoever), not reproduced through the press or mass media or on the Internet, and (c) where practicable, clearly identifies Refinitiv or its third party providers as the source of the data. Data will be considered in “insubstantial amount” if such amount (i) has no independent commercial value, (ii) could not be used by the recipient as a substitute for any product or service (including any download service) provided by Refinitiv or a substantial part of it.

To the extent that the Information Product contains any third party data referred to in the General Restrictions/Notices page set forth on <https://www.refinitiv.com/en/policies/third-party-provider-terms>, the terms set forth on such General Restrictions/Notices page shall apply to user. User acknowledges that access to certain elements of the Information Product may cease or may be made subject to certain conditions by Refinitiv or upon the instructions of the third party provider of those elements. Upon termination or expiration of this user license, all rights granted hereunder shall immediately terminate and user shall cease to use the Information Product and delete or destroy all copies thereof in its possession or control.

NEITHER REFINITIV NOR ITS THIRD PARTY PROVIDERS WARRANT THAT THE PROVISION OF THE Information Product WILL BE UNINTERRUPTED, ERROR FREE, TIMELY, COMPLETE OR ACCURATE, NOR DO THEY MAKE ANY



WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SAME. USE OF THE Information Product AND RELIANCE THEREON IS AT USER'S SOLE RISK.

NEITHER REFINITIV OR ITS THIRD PARTY PROVIDERS WILL IN ANY WAY BE LIABLE TO USER OR ANY OTHER ENTITY OR PERSON FOR THEIR INABILITY TO USE THE Information Product, OR FOR ANY INACCURACIES, ERRORS, OMISSIONS, DELAYS, COMPUTER VIRUS OR OTHER INFIRMITY OR CORRUPTION, DAMAGES, CLAIMS, LIABILITIES OR LOSSES, REGARDLESS OF CAUSE, IN OR ARISING FROM THE USE OF THE Information Product. THE Information Product IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR OTHERWISE IS PROVIDED HEREUNDER.

IN NO EVENT WILL REFINITIV OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH Information Product EVEN IF REFINITIV OR ITS THIRD PARTY PROVIDERS OR THEIR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. FURTHER, REFINITIV OR ITS PARTY PROVIDERS SHALL NOT BE LIABLE IN ANY MANNER FOR REDISTRIBUTOR'S PRODUCTS OR SERVICES.

## Cortellis Competitive Intelligence

**(a)** Client agrees that the CUSIP database, when contained in the Cortellis Competitive Intelligence Product, is and shall remain valuable intellectual property owned by or licensed to, CUSIP Service Bureau, Standard & Poor's ("S&P") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Client in such materials or in any of the information contained therein. Client agrees that misappropriation or misuse of such materials will cause serious damage to S&P and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, S&P and ABA shall have the right to obtain injunctive relief. Client shall not publish or distribute in any medium the CUSIP database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a file of CUSIP descriptions or numbers for any other third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP master tape, print, electronic and/or CD-ROM services. NEITHER S&P, ABA, NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS, NEITHER S&P, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF S&P, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIAL IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, S&P AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

**(b)** Software (if any) that is made available to download from the Cortellis Competitive Intelligence Website ("Clarivate Software") is the copyrighted work of Clarivate ("Clarivate") and/or its third party providers. Client's use of the Clarivate Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Clarivate Software ("Clarivate Software License Agreement"). Client may not install or use any Clarivate Software that is accompanied by or includes a Clarivate Software License Agreement unless Client first agrees to the Clarivate Software License Agreement terms. For any Clarivate Software not accompanied by a Clarivate Software License Agreement, Clarivate hereby grants to Client a license to use the Clarivate Software on the terms of the Clarivate Terms. All Clarivate Software, including without limitation all PL/SQL code, HTML, XML, Active X controls, Javascript, Java code, Java applets or web-browser plug-ins of any kind contained in Cortellis Competitive Intelligence, is owned by Clarivate and/or its third party providers and is protected by copyright laws and



international treaty provisions. Any reproduction or redistribution of the Clarivate Software is expressly prohibited to the fullest extent permitted by law. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CLARIVATE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, THE CLARIVATE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE CLARIVATE SOFTWARE LICENSE AGREEMENT.

## Derwent Data Analyzer

**(a) NOTICE TO USER:** Please read this agreement carefully. This is a legal agreement between you, the end-user, and Search Technology, Inc. ("Search Technology"). The enclosed Search Technology software program (the "Software") is licensed by Search Technology for use only on the terms set forth herein. By using all or any portion of the Software you accept all the terms and conditions of this agreement. You agree that this agreement is enforceable like any written negotiated agreement signed by you. If you do not agree, do not use this Software. THE SOFTWARE CANNOT BE USED WITHOUT A LICENSE. EXPORT RESTRICTIONS APPLY.

**(b) COPYRIGHT:** The Software is owned by Search Technology and is protected by United States copyright laws and international treaty provisions.

**(c)** Search Technology does not warrant that the Software will meet your requirements, that operation of the SOFTWARE will be uninterrupted or error-free, or that all Software errors will be corrected. Search Technology is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems that are made after the release of the Software nor for problems in the interaction of the Software with non-Search Technology software.

**(d) LIMIT OF LIABILITY:** In no event will Search Technology, Inc. be liable to you for any loss of use, interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise, even if Search Technology, Inc. has been advised of the possibility of such damages. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**(e) EXPORT LIMITATIONS:** This Software is subject to the Export Administration Regulations (EAR), issued by the U.S. Department of Commerce. Distribution to places, entities or persons prohibited by the EAR is strictly forbidden. Additionally, the export or re-export of this Software to any party listed in the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Blocked Persons is prohibited. In the following certification, "Any Denial List" refers to any listing of prohibited Parties and Countries published in the EAR and OFAC:

By using this product you are certifying that you:

- (1)** are not a person listed on Any Denial List;
- (2)** are not using this Software in a country listed on Any Denial List;
- (3)** are not affiliated with an entity listed on Any Denial List;
- (4)** will not export or re-export this Software to any person, place or entity prohibited by U.S. Export laws and regulations.

**(f) REVERSE ENGINEERING:** You agree that you will not decompile, reverse engineer, or otherwise attempt to discover the source code of this Software.

**(g) OTHER RESTRICTIONS:** This License Agreement is your proof of license to exercise the rights granted herein and must be retained by you. You may not rent, lease, sell, or give away the Software.

## Derwent Innovation

For the Corporate Tree Hierarchy Data Content set only:

**(a) 1790 ANALYTICS STANDARD DISCLAIMER.** The assignee thesaurus data is provided by 1790 Analytics to help persons and organizations to analyze the intellectual property portfolios of the covered patenting organizations. Due to the many complexities in processing data from a variety of patent offices including, but not limited to, reconciling different assignee name formats, tracking mergers and acquisitions, and reassigning patents, 1790 Analytics does not warrant the accuracy, completeness, merchantability, or fitness of the data for any particular purpose. 1790 Analytics shall not be liable for any loss or injury caused in whole or part by the use of this data, including but not limited to



compiling, interpreting, reporting, or analyzing the performance of the organizations whose patent data is approximated herein.

**(b)** Assignee thesaurus data is copyrighted by 1790 Analytics and decompiling, reverse engineering or downloading of the Assignee thesaurus is expressly prohibited.

## Employer Vantage

You acknowledge that some information furnished to you under Employer Vantage includes information (the "Information") licensed from Dun & Bradstreet, Inc. ("D&B"), a third-party beneficiary of the terms and restrictions of this paragraph with the right, in its own name or in the name of Clarivate, to enforce this paragraph against you, but who shall not be responsible for any performance hereunder. The Information consists of the names of certain businesses and their subsidiaries and affiliates and contact information for such businesses. You hereby agree that you (and your employees and agents) shall use the Information in a lawful manner, and that neither D&B nor any of its third-party information providers (i) makes any representation or warranty of any kind with respect to the information, including, but not limited to, the accuracy, completeness, timeliness, merchantability or fitness for a particular purpose of the Information or of the media on which the Information is provided or (ii) will be liable to you for any loss or injury arising out of or caused, in whole or in part, by D&B's acts or omissions with respect to the Information or for consequential, incidental, special punitive or other indirect damages, even if advised thereof. You agree to indemnify, hold harmless and defend D&B from any claim or cause of action against D&B arising out of or relating to the use of the Information by (i) individuals or entities which have not been authorized by this Agreement to have access to and/or use the Information and (ii) you, which use may be in violation of your license.

## EndNote

For EndNote desktop versions only:

**(a)** You agree to:

- (i)** use PDFNet SDK from PDFTron Systems Inc. only as an embedded component of EndNote;
  - (ii)** not use PDFNet SDK for development, 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 PDFNet SDK or attempt to do any of the foregoing in relation to the object code of PDFNet SDK; and
  - (iv)** not modify, adapt, translate or create any derivative works of PDFNet SDK or merge PDFNet SDK into any other software.
- (b)** You will not access, install, download, copy, modify, or transfer PDFNet SDK, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted by us. Your rights will be non-exclusive and except as expressly permitted by us, non-assignable;
- (c)** PDFTron Systems Inc. will have the exclusive ownership of all right, title, and interest in and to PDFNet SDK, including ownership of all intellectual property rights and confidential information pertaining thereto, subject only to the rights and privileges expressly granted to you; and
- (d)** Your obligations will remain in effect for as long as you continue to possess or use PDFNet SDK, and such obligations will be enforceable by PDFTron Systems Inc. as a third party beneficiary against you.

## Foundation IP

AWS Customer Agreement

Certain products you have purchased utilize the Amazon Web Service ("AWS") cloud infrastructure for its technological environment for the services. These terms and requirements are nonmodifiable by you or Clarivate, and may be changed at any time by AWS. By accessing the product you will be an "End User". Accordingly you must comply with the obligations applicable to you as an End User that are set forth in the AWS Customer Agreement which is currently located at <http://aws.amazon.com/agreement>.



## Innography

### AWS Customer Agreement

Certain products you have purchased utilize the Amazon Web Service ("AWS") cloud infrastructure for its technological environment for the services. These terms and requirements are nonmodifiable by you or Clarivate, and may be changed at any time by AWS. By accessing the product you will be an "End User". Accordingly you must comply with the obligations applicable to you as an End User that are set forth in the AWS Customer Agreement which is currently located at <http://aws.amazon.com/agreement>.

## Hosted Memotech

### AWS Customer Agreement

Certain products you have purchased utilize the Amazon Web Service ("AWS") cloud infrastructure for its technological environment for the services. These terms and requirements are nonmodifiable by you or Clarivate, and may be changed at any time by AWS. By accessing the product you will be an "End User". Accordingly you must comply with the obligations applicable to you as an End User that are set forth in the AWS Customer Agreement which is currently located at <http://aws.amazon.com/agreement>.

## OFF-X

In addition to the Agreement relating to your use of OFF-X, you are accepting the following terms and conditions:

1. FDA Adverse Event Reporting System (FAERS) Terms and Conditions: available at the following websites: <https://open.fda.gov/data/faers/>
2. PMDA JADER Terms of Use: available at the following website: <https://www.pmda.go.jp/safety/info-services/drugs/adr-info/suspected-adr/0003.html> (courtesy English translation of the PMDA JADER terms of use available at: <https://demo.targetsafety.info/jader-terms-of-use-english-courtesy-translation>)

Translation shall not be deemed a binding version of the PMDA JADER Terms of Use, given that the Japanese language shall be the binding language in all respects for such terms of use.

## 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.

## MEDLINE®/PUBMED®

**(a)** The U.S. National Library of Medicine (NLM) National Institutes of Health, Department of Health and Human Services, represents that its data were formulated with a reasonable standard of care. Except for this representation, NLM makes no representation or warranties, expressed or implied. This includes, but is not limited to, any implied warranty of merchantability or fitness for a particular purpose, with respect to the NLM data, and NLM specifically disclaims any such warranties and representations.

**(b)** Client's use of MEDLINE®/PubMed® is subject to compliance with this agreement. Use of MEDLINE®/PubMed® with updates resulting from duplication, sale or redistribution of NLM data as licensed under this agreement must conform to the requirements set forth below:

**(i)** The requirements below apply when Client's products/services/applications are not based on a static version of the data, but rather are updated on a regular or irregular basis by adding new records, replacing revised records, and

removing deleted records supplied by NLM. The NLM requirements below apply whether or not the updated products/services/applications are available to a limited number of people or available to many people, and whether or not there is restricted or unrestricted use of the updated products/services/applications.

**(ii)** Each item below applies for use of licensed MEDLINE®/PubMed® data. Database name(s) in brackets following a clause indicates that the clause also applies for use of that data.

**(iii)** If applicable, Client shall:

**(1)** Comply with the following data display requirements:

**(A)** If the product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data and the product/service/application does not provide a direct electronic link to the corresponding record in PubMed at NLM, at least the minimal set of data elements provided below for each record must be displayed. If the product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data and the product/service/application does provide a direct electronic link to the corresponding record in PubMed® at NLM, there is no minimal set of data elements required for display.

**(B)** If the product/service/application retrieves data derived from MEDLINE®/PubMed® records and does not provide a direct electronic link to the underlying record(s) in PubMed®, at least the NLM PMID(s) associated with the underlying citation(s) from which the data are derived must be displayed (this enables users to obtain the record in PubMed®). If the product/service/application retrieves data derived from MEDLINE®/PubMed® records and does provide a direct electronic link to the underlying record(s) in PubMed®, there is no data element requirement for display.

**(2)** Incorporate files that replace all previously distributed records (e.g., the annual MEDLINE®/PubMed® baseline files) no later than ninety (90) days after the date such files are made available to Client hereunder. Client shall make known, in a suitably clear and conspicuous manner, the currency of the NLM data used in its products/services/applications, based on the date NLM released the most recent data file used (i.e., the date NLM put the files on its server). [Also applies to Catfile, CatfilePlus, Serfile, CCRIS, ChemIDplus® Subset, DIRLINE®, HSDB®, GENE-TOX, TOXLINE® Subset]

**(3)** Follow the NLM best practices recommendation that Client incorporate periodic update files containing new and/or maintained records, and remove deleted records, at least once every thirty (30) days after the date made available to Client. [Also applies to Catfile, CatfilePlus, and Serfile] The following alternative to the best practices recommendation is permissible: If, at Client's discretion, the suitability of Client's product/service/application is not adversely affected by less frequent updates, updates may take place less frequently than every thirty (30) days. In this case, requirements in this clause still apply. If Client's products/services/applications are updated during a calendar year but not within thirty (30) days after NLM makes new/maintained/deleted records available, Client shall make known in a suitably clear and conspicuous manner that the products/ services/applications may not reflect the most current/accurate biomedical/scientific data available from NLM. In either case, Client shall make known, in a suitably clear and conspicuous manner, the currency of the NLM data used in its products/services/applications, based on the date NLM released the most recent data file used (i.e., the date NLM put the files on its server).

**(4)** Take reasonable steps to make known dosage errors in abstracts or retracted or partially retracted publications within thirty (30) days from the date such records are distributed by NLM. Recommended wording examples: "Published dosage error in abstract of PMID 1234567 is corrected in current version of the record." "Article cited in PMID 1234567 is retracted (or partially retracted) by item cited in PMID 9876543."

**(5)** Perform updates and any value-added activity in such a way that no NLM-provided content becomes incorrect. [Also applies to Catfile, CatfilePlus, and Serfile, CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

**(6)** Describe in a suitably clear and conspicuous manner the update frequency for Client's addition of new records, application of maintained records, and removal of deleted records. [Also applies to Catfile, CatfilePlus, Serfile, CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]

**(7)** Take reasonable steps to prevent access to products/services/applications containing NLM data or data derived from NLM databases that have become superseded by updated and/or maintained versions. [Also applies to CCRIS, ChemIDplus Subset, DIRLINE, HSDB, GENE-TOX, TOXLINE Subset]





**(8) MEDLINE®/PubMed® MINIMAL DATA ELEMENT SET** The following elements, when present on the MEDLINE®/PubMed® record, are the minimal set required for display from Client's products/services/applications when all of the following conditions exist:

**(A)** Clause (b) above applies (that is, Client's products/services/applications are not based upon a static version of the data).

**(B)** Client's product/service/application is a citation retrieval system displaying MEDLINE®/PubMed® citation data.

**(C)** There is not a direct link from the data displayed to the corresponding record in PubMed at NLM. (If there is a direct link from the data displayed in Client's product/service/application to the record in PubMed at NLM, display of all elements below in Client's product/service/application is not required.)

Elements with "X" in the Search Status column must be searchable.

Element Name	Element Meaning	Search Status
AuthorList	Author(s)	X
PubDate	Date of publication	
DateRevised	Date record last revised***	X
Pagination	Pagination	
ELocationID (optional if Pagination is present)	Electronic Location ID (DOI and/or PII)	
MedlineTA	Journal title abbreviation*	X
ArticleTitle	Title of article**	X
PMID	Unique identifier***	X
Volume	Journal Volume	
Comments/Corrections	Commentary, erratum, retraction, etc.	

\*Full journal title (element name = Title) may be used instead.

\*\*Individual words in article title must be directly searchable.

\*\*\*May be suppressed in publicly available applications but must be searchable internally (for quality assurance purposes).

**(c)** If Client is permitted to redistribute or retransmit records or derived data from MEDLINE®/PubMed® hereunder, all complete or parts of U.S. National Library of Medicine (NLM) records that are redistributed or retransmitted must be identified as being derived from NLM data.

**(d)** Client shall acknowledge NLM as the source of the MEDLINE®/PubMed® data in a suitably clear and conspicuous manner with respect to all varieties of electronic or printed products/services/applications including those which may consist of: 1) only data licensed from NLM; 2) complete or partial NLM-provided records merged or displayed with data from other sources, or 3) information/data derived from data licensed from NLM.

Recommended wording examples for attribution are:

"From MEDLINE®/PubMed®, a database of the U.S. National Library of Medicine."

"Title and MeSH Headings from MEDLINE®/PubMed®, a database of the U.S. National Library of Medicine."

"Protein-gene relationships mined from MEDLINE®/PubMed®, a database of the U.S. National Library of Medicine."

**(e)** The duplication, sale or redistribution of MEDLINE®/PubMed® must conform to fair use guidelines and copyright law.

**(i)** NLM data are produced by a U.S. Government agency and include works of the United States Government that are not protected by U.S. copyright law but may be protected by non-U.S. copyright law, as well as abstracts originating from publications that may be protected by U.S. copyright law.

**(ii)** NLM assumes no responsibility or liability associated with use of copyrighted material, including transmitting, reproducing, redistributing, or making commercial use of the data. NLM does not provide legal advice regarding copyright, fair use, or other aspects of intellectual property rights. Persons contemplating any type of transmission or reproduction of copyrighted material such as abstracts are advised to consult legal counsel.



Last Updated: December 2022 (version 3.4)