

# TERMS

These Terms govern your use of the Clarivate Analytics products and services in your order form. “We”, “our” and “Clarivate” means the Clarivate entity identified in the order form and, where applicable, its affiliates; “you” and “your” means the Client identified in the order form.

Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to documents which may apply to the products or services you selected. The order form, any applicable referenced documents (such as product terms and operational documents), as updated by us from time to time and these Terms constitute the complete agreement and supersede any prior discussions or representations regarding your order, unless fraudulent. Other terms and conditions you incorporate in any purchase order or otherwise are excluded.

## 1. OUR PRODUCTS AND SERVICES

**(a) Limited License.** Together with our licensors, we maintain all ownership, tangible or intangible, of our products, services, and data. You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the agreement and must promptly notify us if you become aware of any unauthorized use of our property. Each of us shall at all times act in accordance with applicable laws, rules, regulations, export controls and economic sanctions that apply to us in connection with the agreement.

**(b) Updates.** Our products and services change from time to time. If we fundamentally change the products or services you may terminate the affected products and services on written notice no later than 30 days after the change.

**(c) Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that our property is secure and inaccessible to unauthorized persons.

**(d) Unauthorized Technology.** You must not run or install any computer software or hardware on our products, services or network; or use any technology to automatically download, text mine or index our data without our prior written consent. Neither of us shall introduce any malicious software.

**(e) Usage Information.** We may collect non-personally identifiable information related to your use of our products, services and data. We may use this information to test and improve our products and services and to protect and enforce our rights under the agreement, and may pass this information to our third party providers for the same purposes.

**(f) Documentation.** You may print or download PDF copies of our documentation for use with our products and services. Copies of our property must always include a copyright or proprietary rights notice.

**(g) Terms of Use.** All users are subject to the licenses and restrictions set out in the agreement and in the user agreement accessible at: <http://terms.clarivate.com>.

**(h) Third Party Providers.** Our products and services may include data, software and services from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services visit <http://terms.clarivate.com>.

**(i) Supplemental Technology.** You may be required to install supplemental technology prior to accessing our products and services. Additional terms may apply to that technology. If you do not agree with those terms you must promptly notify us and must not download and/or use that technology.

**(j) Limitations.** Unless expressly permitted elsewhere in the agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way whatsoever. Exercising legal rights that cannot be limited by agreement is not precluded.

## 2. INFORMATION SERVICES

**(a) License.** In the ordinary course of your business you may view, use, download and print our data for individual use and may on an infrequent, irregular and ad hoc basis, distribute 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.

**(b) Further Distribution.** You may also distribute our data: i) amongst authorized users; ii) to government and regulatory authorities investigating you, if specifically requested; and iii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate.

**(c) Attribution.** As reasonably required for these purposes, you may quote and excerpt our data in your work, provided you appropriately cite and credit Clarivate Analytics as the source.

## 3. INSTALLED SOFTWARE

**(a) License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses do not include updates (bug fixes, patches, maintenance releases), upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.

**(b) Delivery.** We deliver our software by making it available for download. You may first need to provide us with certain identifying information about your system administrator and you may be required to confirm availability or installation of our software.

**(c) Acceptance.** When you download our software and documentation, you are accepting it for use in accordance with the agreement.

## 4. CLARIVATE HOSTED SOFTWARE

**(a) License.** You may use our hosted software only for your own internal business purposes. Your order form details your permitted users, locations and other permissions.

**(b) Delivery.** We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the agreement.

**(c) Content.** Our hosted software is designed to protect the content you upload. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by us, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research

assistance, technical support and other services. We will not disclose your content except to support the hosted software or unless required by law when we will use our reasonable efforts to provide notice to you. We may delete or disable your content if required under applicable laws or regulations when we will use our reasonable efforts to provide notice to you.

**(d) Security.** We will inform you in accordance with applicable law if we become aware of any unauthorized third party access to your content and will use reasonable efforts to remedy identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from your last available back up copy.

## 5. PROFESSIONAL SERVICES

**(a) License.** To the extent required for the proper benefit of our professional services, you may use deliverables for your internal business purposes in accordance with the rights and restrictions set out in your order form (which includes a statement of work). If deliverables includes configuration or modifications to our standard products, services or data, you may use those deliverables in the same way as those products, services or data.

**(b) Client Obligations.** If you order professional services, you must provide reasonable access to your sites, equipment and systems and ensure the health and safety of our personnel on your premises and full cooperation from your qualified and experienced personnel as reasonably required. You must (i) provide detailed, accurate and sufficiently complete information, specifications and instructions; (ii) ensure you are permitted to allow us to use and modify equipment, systems and software; and (iii) perform any additional obligations specified in your order form. We will not be liable under the agreement to the extent our failure is caused by you not performing your obligations on time. If reasonably requested, you must make authorized personnel available to agree on the impact of any failure or delay by you, and you must not unreasonably withhold or delay your consent to any consequential changes to the agreement.

**(c) Changes.** Either of us may make written (including email) requests to change any aspect of the professional services, provided that no change will take effect unless and until we have each signed a formal change order. You must reasonably assist us in assessing your change requests and, if we agree in principle, we will without undue delay prepare a formal change order detailing the scope and impact of the change and any consequential changes required to the agreement for our joint review and approval.

**(d) Acquired Knowledge.** We may develop future materials and work products which are similar to the deliverables and we may freely use our general knowledge, skills and experience, and any ideas, concepts, processes, know-how and techniques developed by us while performing the professional services, provided we do not use your confidential or other proprietary information.

**(e) Site Rules.** We will take reasonable steps to ensure that while on your site our personnel comply with reasonable security, health and safety and confidentiality requirements that are notified to us in advance.

## 6. API LICENSE

You may use our APIs to enable authorized users to use our products and services in accordance with the agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times. Our API keys

must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used to create products or services detrimental to Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

## 7. CHARGES

**(a) Payment and Taxes.** You must pay our charges and reasonable expenses without deduction within 30 days of the date of invoice, unless otherwise provided on your order form. Payment must be in the currency stated on your order form. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. You are responsible for withholding tax and other applicable taxes and duties (including but not limited to value added tax and other similar sales taxes), other than taxes on our income. If such taxes are due, your payment to us is exclusive of such taxes unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days.

**(b) Changes.** We may change the charges for our products and services with effect from the start of each renewal term by giving you at least 60 days' written notice.

**(c) Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater.

**(d) M&A.** The charges remain payable notwithstanding your mergers, acquisitions or divestitures. We may change the charges if your mergers, acquisitions or divestitures give additional access to our products, services or data.

## 8. PRIVACY

Each of us will at all times process personally identifiable information (PII) you provide in accordance with applicable law. You confirm that you will only provide PII as permitted by applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. Each of us will maintain, and will

require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII. You consent to the transfer and processing of PII to the geographical regions necessary for us to fulfill our obligations. PII includes any information relating to an identified living natural person or a living natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

## 9. CONFIDENTIALITY

Confidential information received from each other (other than information that is or becomes public or known to us on a non-confidential basis) will not be disclosed to anyone else except to the extent required by law or as necessary to perform the agreement for as long as the information remains confidential. Each of us will use industry standard administrative, physical and

technical safeguards to protect the other's confidential information. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

## 10. AUDIT

**(a) Audit Right.** We or our professional representatives may audit your compliance with the agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

**(b) Costs.** If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on us by a third party provider.

## 11. WARRANTIES AND DISCLAIMERS

**(a) LIMITED WARRANTY. WE WARRANT THAT WE PROVIDE OUR PRODUCTS AND SERVICES USING COMMERCIALY REASONABLE SKILL AND CARE AND THAT OUR SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. WE DO NOT OTHERWISE WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES ARE THE EXCLUSIVE WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.**

**(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE WILL REFUND ALL APPLICABLE CHARGES WITHOUT ANY**

**FURTHER LIABILITY FOR BREACH OF THE SOFTWARE WARRANTY.**

**(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL REFUND ALL APPLICABLE CHARGES WITHOUT ANY FURTHER LIABILITY FOR BREACH OF WARRANTY AND WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.**

**(d) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY.**

**(e) LINKED CONTENT. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR THIRD PARTY CONTENT ACCESSIBLE VIA LINKS IN OUR PRODUCTS OR SERVICES.**

## 12. LIABILITY

**(a) Unlimited Liabilities.** Neither of us excludes or limits liability where not permitted to do so under applicable laws and nothing in the agreement shall be interpreted to do so.

**(b) Excluded Losses.** Neither of us will be liable for special, incidental or exemplary damages, indirect or consequential losses, anticipated savings, lost profits, lost business, lost revenue, lost data or lost goodwill.

**(c) Limitation.** The entire liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the agreement, including for negligence, will not exceed the amount of any actual direct damages up to the amounts payable in the prior 12 months for the product or service that is the subject of the claim. This clause does not apply to claims for payment, reimbursement or indemnification.

**(d) Claims Period.** Claims must be brought within 12 months of arising.

**(e) No Liability.** We will not be responsible if our product or service fails to perform because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the product or service), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to our product or service; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that our product or service failed because of one of these, we reserve the right to charge you for our work in investigating the failure at our then currently applicable rates. At

your request we will assist you in resolving the failure at a fee to be agreed upon.

**(f) Third Party Intellectual Property.** If a third party sues you claiming that our product or service as provided by us infringes their intellectual property right and your use of our product or service has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify us in writing of the claim; (ii) supply information we reasonably request; and (iii) allow us to control the defense and settlement. We have no liability for claims to the extent caused by items not provided by us. In relation to liability arising solely from third party providers' data, software or other materials, our liability

### 13. TERM, TERMINATION

**(a) Term.** The term and any renewal terms for the products and services are described in your order form. If either of us does not wish to renew, they must provide the other with at least 30 days' written notice before the end of the then current term.

**(b) Suspension.** We may on notice suspend or limit your use of our products, services or other property, or terminate the agreement, (i) if required to do so by a third party provider, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the agreement; or a violation of third party rights or applicable laws, rules or regulations. Our notice will specify the cause of the suspension or limitation and if the cause of the suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement. Charges remain

### 14. FORCE MAJEURE

Each of us performs the agreement subject to interruption and delay due to causes that cannot be reasonably controlled by us, such as acts of God, acts of any government, war or other

### 15. THIRD PARTY RIGHTS

Our affiliates and third party providers benefit from our rights and remedies under the agreement. No other third parties have any rights or remedies under the agreement.

### 16. GENERAL

**(a) Assignment.** You may not assign or transfer the agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the agreement as part of our business reorganization, which we may do provided the products or services will not be adversely affected.

**(b) Feedback.** Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.

**(c) Amendment.** We may amend this agreement from time to time by giving you at least 30 days' written notice. If we make material changes that adversely affect you, you may request good faith negotiations regarding the amendments. If the amended Terms are not agreed before their effective date, you may terminate the agreement by providing written notice within 5 business days.

will be limited to the amount we recover from that third party supplier divided by the number of claims by our customers, including you.

**(g) Your Responsibilities.** You are responsible for any violation of law or regulation, or violation of our or any third party rights related to (i) your material or your instructions to us; (ii) your combination of our products, services or other property with any materials; (iii) your modification of any of our property; (iv) your failure to install updates we have provided to you; or (v) your breach of the agreement. You are also responsible for claims brought by third parties receiving the benefit of our products and services through you. You must reimburse us if we suffer losses in the circumstances set out in this clause.

payable in full during periods of suspension or limitation arising from your action or inaction.

**(c) Termination.** We may terminate the agreement, in whole or in part, in relation to a product or service which is being discontinued, on 90 days' written notice. Either of us may terminate the agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis.

**(d) Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must return all property of the other or destroy it and, if requested, confirm this in writing. Termination of the agreement will not (i) relieve you of your obligation to pay us any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the agreement that by their nature should continue.

hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

**(d) Enforceability.** The agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the agreement.

**(e) Non-Solicitation.** Clarivate is an independent contractor. You must not directly or indirectly employ or engage or solicit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

**(f) Headings and Summaries.** Headings and summaries shall not affect the interpretation of these Terms.

**(g) Waiver.** Neither of us waives our rights or remedies by delay or inaction.

**(h) Equitable Remedies.** Each of us may seek immediate relief to restrain breaches of the agreement.



**(i) Governing Law.** The governing law and jurisdiction of the agreement are specified in the order form.

**(j) Precedence.** In the event of any conflict within the agreement, the descending order of precedence is: clause 1; the order form;

the referenced documents; the remaining provisions of these Terms.

Last updated: October 2017