

Master Services Agreement Terms and Conditions (Version 1.1) (Japanese Law English Language)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions, the following capitalized terms have the following meanings:

"Affiliate" means in relation to Clarivate, Camelot Holdings (Jersey) Limited and its direct and indirect subsidiaries; and in relation to Client, any entity that from time to time, directly or indirectly Controls, is Controlled by or is under Common Control with Client;

"Agreement" means the Cover Sheet and these Terms and Conditions together with the applicable SOW;

"Claims" means all damages, claims, suits, actions, judgments and costs and expenses whatsoever, including reasonable legal fees and costs arising out of any proceedings, claims, disputes or actions (whether threatened or commenced);

"Change Request" means a request for changes to the Deliverables and/or the Services;

"Client" means the entity identified as the Client in the SOW

"Counsel" means an attorney, lawyer, law firm or Intellectual Property counsel identified by Clarivate in a jurisdiction of interest to Client;

"Confidential Information" means (i) all information of a confidential nature concerning the trade secrets or business dealings, pricing, plans, procedures, products, services or strategies of a Party, its Affiliates, and third parties to whom that Party owes a duty of confidence; (ii) any document or information designated as confidential; and (iii) any information which by its nature the recipient ought reasonably to conclude was confidential information, in all cases whether encrypted or not and including all copies of the above on any media;

"Content" means any data that is contained within, or provided alongside, a Product or Service;

"Control" and its derivatives means the ultimate power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise;

"Cover Sheet" means the Basic Business Application Form or Master Service Agreement Cover Sheet.

"Deliverable" means any deliverable or output, including Content or a Product to be provided to Client as set out in the SOW;

"Effective Date" means the date set out on the Cover Sheet of the Agreement;

"End User" means an authorized end user of the Products and Services within the scope of the license specified in the SOW.

"Fees" means the fees payable by Client as set out in the SOW; or where specified in the SOW, the Transactional Prices as set out in the then current Product Guide.

"Intellectual Property Rights" means all patents, copyrights, design rights, database rights, trademarks, service marks, trade secrets, rights in know-how and Confidential Information, moral rights or similar personal rights and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

"Initial Term" means the twelve months period which shall start on the Effective Date of specified in the Cover Sheet.

"IP Specialist" means an attorney or a law firm or trademark or patent specialist or consultant engaged primarily in the practice of law or Intellectual Property consultancy;

"Login Details" means the unique user name and password used by any End User to access a Product or Service as required by Clarivate to validate access and other details concerning access to the Product or Service and its login process. Login Details shall be considered Clarivate Confidential Information.

"Location" means the location set out in the SOW (if any);

"SOW" means a Clarivate statement of work, signed by Clarivate and Client and incorporating these Terms and Conditions or such other document (including, but not limited to an order confirmation) executed or otherwise agreed to by the Parties (whether in writing or electronically) which details the Services and Deliverables and incorporates these Terms and Conditions;

"Party" means a party to the Agreement;

"Product" means products provided by Clarivate (including but not limited to, the online products provided via SERION and SAEGIS platforms, Brandy Online), provided in connection with any Services, details of which are included in the applicable SOW and where indicated in the SOW, in the Product Guide.

"Product Guide" means the annual publication of Clarivate's Products and Services, as amended from time to time by notice on the Website.

"Renewal Term" means the fixed renewal term for the provision of any Agreement beyond the Initial Term, which shall be twelve (12) months unless otherwise set out on the Cover Sheet;

"Services" means any Clarivate professional services, including but not limited to implementation, customisation, maintenance and support, training and consulting services, screening, search and watch services, in-use searches, facilitation of legal services, reports, document retrieval services to be provided by Clarivate under a SOW, as described more fully in such SOW;

"Terms and Conditions" means this document (as amended or updated from time to time);

"Third Party Supplier" means a third party supplier of content, software or technology;

"Timetable" means the timetable for the provision of the Services and delivery of any Products as set out in the SOW (which shall not be treated as being of the essence);

"Clarivate" means the Clarivate Analytics entity identified in the SOW; and

"Trade Controls Laws" means the export controls and economic sanctions laws of any jurisdiction, including those of the United States of America and the European Union and its Member States.

"Transactional Prices" means the transactional prices for Products and Services published in the then-current Product Guide. Transactional Prices are subject to change and do not include any discounts or taxes which may apply; and

1.2 In the event of any conflict between a SOW and these Terms and Conditions, the SOW shall prevail.

2 PROVISION OF DELIVERABLES AND SERVICES

2.1 With effect from the Effective Date, Clarivate will provide the Deliverables to and/or shall procure the performance of the Services for Client as defined in the SOW and in accordance with and subject to the provisions of the Agreement within the Timetable and in the Location (if one is specified in the SOW).

2.2 Client shall receive and use the Deliverables and Services

subject to the "Rights and Restrictions on Client's Use of the Deliverables" and the "Additional Terms" including the Usage Cap, as set out in the SOW (if applicable).

- 2.3 Where any information provided by Client is the subject of any Deliverable or Service, such Deliverable or Service shall be provided and be valid only in respect of the particular Information provided by Client to Clarivate. If any Information provided by Client is the subject of any Deliverable or Service changes in any way and the Client requires the Deliverable or Service to be provided in relation to such changed information, the Client shall order a new Product or Service in relation to such changed Information.

3 CLIENT OBLIGATIONS

- 3.1 Client will take all reasonable steps to ensure the health and safety of any Clarivate personnel and/or contractors carrying out the Services or providing the Deliverables while they are at Client's premises and to provide them with such equipment and technical services as they may reasonably require for the performance of the Services or provision of the Deliverables as set out in the SOW.
- 3.2 Client shall at all times and for the purpose of enabling Clarivate to carry out its obligations under this Agreement:
- 3.2.1 ensure in a timely manner that Clarivate has such access to and full cooperation of such technical and managerial personnel of Client and any applicable third parties who have the appropriate skill, experience and knowledge as Clarivate may reasonably require;
- 3.2.2 provide Clarivate in a timely manner with information, specifications or instructions of sufficient detail, accuracy and completeness as reasonably required by Clarivate;
- 3.2.3 ensure that any equipment, operating systems and other software which Clarivate is requested by Client to use or modify and any material or information provided to Clarivate, are either owned or licensed by Client such that Client has all necessary rights to authorise Clarivate to use or modify it; and
- 3.2.4 use all reasonable efforts to perform any additional obligations specified in the SOW in a timely manner.
- 3.3 Without prejudice to any other right or remedy available to Clarivate, Clarivate will not be liable for any delay or failure to perform the Services or failure to comply with any timetable, or error or defect in the Deliverables, if such failure or error occurs as a result of (i) Client's failure to perform its obligations under the Agreement in a timely manner; or (ii) any other act or omission by Client other than due performance of its obligations.

4 FEES AND PAYMENT

- 4.1 Client shall pay to Clarivate in accordance with the payment provisions set out below and in the SOW: (i) the Fees; and (ii) if referenced in the SOW, any other costs and expenses, including travel, as incurred by Clarivate in performing the Services or providing the Deliverables. If Fees are listed as Transactional Prices established by reference to the Product Guide, they shall be at the rate published in the then current Product Guide that is applicable to Client's jurisdiction. Client shall be responsible for the payment of all Fees, including but not limited to, any Fees payable by any Affiliates.
- 4.2 Invoiced amounts shall be payable in full without deduction (whether by way of set-off of any kind, counterclaim or otherwise) within thirty (30) days of the date of the relevant invoice from Clarivate ("**Due Date**") in accordance with the Payment Schedule in the SOW (if applicable). Unless

otherwise stated on the SOW, all payments shall be made in Japanese Yen. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, may be applied to all amounts not paid by the Due Date; such interest shall accrue on a daily compound basis. Clarivate reserves the right to suspend the provision of any Product and Services until such time as all such Fees and interest thereon has been paid in full. All Fees shall be exclusive of any and all taxes or charges imposed by a government or other third party, including any consumption, sales or value-added taxes and any import or export fees or charges which shall be payable by Client in addition to the Fees ("**Tax**"). If Client is obliged to withhold or deduct any portion of the Fees then Clarivate shall be entitled to receive from Client such amounts as will ensure that the net receipt, after Tax, to Clarivate in respect of the Fees is the same as it would have been were the payment not subject to the Tax.

- 4.3 If Client (or any of its Affiliates) acquires, merges with or is acquired by another company such that the other company, as a result of the transaction, is or would be entitled to use or receive the Services and/or Deliverables under the Agreement, Clarivate shall be entitled to revise the Fees to account for the subsequent increased scope of use within the terms of the applicable licence.

5 CHANGE CONTROL

- 5.1 Client may request changes to the Deliverables and/or the Services (each a "**Change**") by submitting a Change Request to Clarivate in writing (including by email).
- 5.2 Clarivate shall carry out an initial assessment of the Change Request, including seeking further information from Client where required, and shall respond to Client stating whether in principle Clarivate is prepared to carry out the requested Change. Clarivate may reject a Change Request in its absolute discretion.
- 5.3 Client shall co-operate with and provide such information and assistance (including making appropriate personnel of Client available for meetings) as is reasonably requested by Clarivate in order to respond to a Change Request as soon as reasonably practicable.
- 5.4 Where Clarivate agrees in principle to a Change, Clarivate shall prepare and submit to Client a formal change order (a "**Change Order**") setting out: (i) the scope and impact of the Change, including changes to the scope of the Service, the Deliverables and the Timetable; and, where applicable, (ii) any other consequential changes required to the provisions of the Agreement including the Fees.
- 5.5 No requested Change shall have effect unless and until each Party has signed or approved the relevant Change Order.

6 RIGHTS OF USE

- 6.1 Client acknowledges that all Intellectual Property Rights in the Deliverables and Services are owned by Clarivate or its Third Party Suppliers. Save as expressly set out in the Agreement, (i) neither Party assigns any Intellectual Property Rights, nor grants any licences or rights in respect of such Intellectual Property Rights to the other Party, and (ii) each Party expressly reserves its Intellectual Property Rights.
- 6.2 Clarivate grants Client a limited, non-exclusive, non-transferable, worldwide licence to use the Content and/or Deliverables for Client's internal business purposes to the extent required for the proper enjoyment of the Deliverables and Services, in accordance with the licence rights and restrictions set out in the SOW and this clause. Where a Deliverable includes configuration or modifications to Clarivate's standard products or services, the output shall be licensed on the same basis as the terms applicable to the relevant standard products or services.
- 6.3 Client waives any right it may have to prevent and/or to be

compensated for Clarivate's or its Affiliates' use of any feedback regarding Products and Services for any purpose.

- 6.4 Client shall not offer for sale or resale any of the Deliverables, Products or Services, nor may Client use them in order to develop products and/or services that could be deemed to compete with the business of Clarivate or its Affiliates, save that where Client is an IP Specialist it may supply copies of the Content and/or Deliverable to its own clients provided such distribution is incidental to the provision of the advisory services for which such Client has been engaged.
- 6.5 In relation to each Product for which an End User is licensed, such End User may access, download and/or print reasonable amounts of Content as required for his or her own work use and Client's internal purposes.
- 6.6 Except as otherwise authorised by Clarivate, Client undertakes not to, and to ensure that End Users will not:
- 6.6.1 use, copy, adapt, translate, modify, reverse engineer, decompile, disassemble, sub-license, sell or distribute any portion of a Product, Service or any Content other than to the extent that they are expressly licensed to do so under the Agreement or as otherwise expressly permitted by law, where such rights cannot be modified by agreement;
- 6.6.2 allow any non-End Users to access any Product, except as expressly permitted in this Agreement;
- 6.6.3 create derivative databases or other works whether using all or some of the Content; or otherwise use any Product (or any portion or derivation of the Content) in any other product or service; or
- 6.6.4 disclose the Login Details to any third party or allow any third party to use the Login Details to access a Product (whether on an End User's behalf or otherwise).
- 6.7 The Products and Services may include, and/or Clarivate may provide or facilitate access to, third party services including links to third party web sites. Clarivate is not responsible for, and does not control, such third party services and the Client uses them at its own risk.

7 CONFIDENTIAL INFORMATION

- 7.1 Each Party and its Affiliates (the "**Receiving Party**") shall keep any Confidential Information received from or belonging to the other or its Affiliates (the "**Disclosing Party**") confidential and shall not:
- 7.1.1 disclose such Confidential Information to anyone except to those of its or its Affiliates' employees, agents or contractors who are bound by confidentiality obligations and where disclosure is necessary to perform its obligations or exercise its rights under the Agreement; or
- 7.1.2 use such Confidential Information other than to perform its obligations or exercise its rights under this Agreement without the prior written consent of the Disclosing Party.
- 7.2 Clause 7.1 shall not apply to any Confidential Information to the extent that:
- 7.2.1 it is or becomes generally and freely available to the public through no fault of the Receiving Party or its Affiliates, employees, contractors or agents; or
- 7.2.2 it can be shown to have been independently originated by the Receiving Party or communicated to it by a third party provided that such third party did not breach a confidentiality obligation in making such communication to the Receiving Party.
- 7.3 In the event that the Receiving Party becomes legally

compelled (or requested by an applicable regulatory body) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice (unless legally prohibited) so that the Disclosing Party may: (i) seek an order preventing disclosure or such other appropriate remedy (and if the Disclosing Party seeks such an order or remedy, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests and the Receiving Party is legally able to provide); and/or (ii) waive compliance with the provisions of this clause. In the event that such an order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this clause, the Receiving Party will furnish only that portion of the Confidential Information which is legally required (in the reasonable opinion of its legal counsel).

8 WARRANTIES

- 8.1 Clarivate warrants that it has the right to grant all licences granted and to assign all rights assigned under the Agreement.
- 8.2 Clarivate warrants that it will use commercially reasonable endeavours to provide the Services and Deliverables in accordance with industry standards using personnel having reasonably appropriate skills, experience, qualifications and knowledge and substantially in accordance with the SOW.
- 8.3 If Client notifies Clarivate within thirty (30) days of delivery of the Deliverables of any failure by Clarivate to comply with the terms of the warranty at clause 8.2 above, Clarivate shall use commercially reasonable efforts to re-perform the Services and/or correct the Deliverables (as applicable). If Clarivate is unable to re-perform the Services or to correct the Deliverables within a reasonable period of time, Clarivate shall promptly refund to Client any Fees paid in advance for the applicable Services and/or Deliverables, and Clarivate, at its option, may immediately terminate the Agreement. **THE LIMITED REMEDY SET FORTH IN THIS CLAUSE 8.3 SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE WARRANTY SET OUT IN CLAUSE 8.2.**
- 8.4 Client warrants that it has all necessary rights to provide to or share with Clarivate its information, documentation or materials (if any) for the purpose of Clarivate providing the Deliverables and Services and that any data contained within the same shall comply with all applicable data protection legislation.
- 8.5 Each Party warrants to the other that it has authority to enter into the Agreement and that the entering into the Agreement and the performance of its obligations under it will not violate any applicable laws, directives, regulations, other statutory or legislative provisions or mandatory codes of conduct in force from time to time.

9 INDEMNITY

- 9.1 Subject to clause 9.2:
- 9.1.1 Clarivate shall defend, indemnify and hold Client harmless from and against any third party Claims arising as a result of Clarivate's breach of the warranty set out in clause 8.1;
- 9.1.2 Client shall defend, indemnify and hold Clarivate, its Affiliates and its Third Party Suppliers harmless from and against any Claims against it or them: (i) that use of any information, documentation or materials provided by Client under or in relation to the Agreement in accordance with Client's instructions infringes third party Intellectual Property Rights; and (ii) in respect of Client's, or any third party's, use or possession of, or reliance on, the Deliverables other than in accordance with the Agreement.
- 9.2 A Party seeking to rely on an indemnity under the Agreement ("**Claiming Party**") may only make Claims under the relevant

indemnity provided that it: (i) promptly notifies the other Party ("**Indemnifying Party**") of any such Claims; (ii) does not, without the Indemnifying Party's written consent, do or omit to do anything, or make any admission, which materially prejudices the Indemnifying Party's defence of such Claims; and (iii) takes all reasonable steps to mitigate any loss or damage to the third party claimant.

9.3 In the event an injunction is sought or obtained against the Claiming Party and where the Claiming Party is Client, Clarivate may, at its sole option and expense: (i) procure for Client the right to continue using the affected Deliverables; (ii) replace or modify the affected Deliverables so that it does not infringe; or (iii) terminate this Agreement in respect only to the affected Deliverables and provide to Client a pro-rata refund of the Fees allocable for such Deliverables for the period from the termination date to the end of the pre-paid period (if any), as determined by Clarivate.

9.4 THIS CLAUSE 9 CONSTITUTES THE ENTIRE LIABILITY OF CLARIVATE, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY RIGHTS.

10 EXCLUSION AND LIMITATION OF LIABILITY

10.1 EXCEPT AS SET OUT IN THIS AGREEMENT, ALL WARRANTIES, TERMS AND CONDITIONS WHETHER IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ANY TERMS AS TO ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, DESCRIPTION, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2 THE DELIVERABLES WILL BE PREPARED AND THE SERVICES PERFORMED USING THE PARAMETERS SET OUT IN THE SOW AND THE EXPERTISE OF CLARIVATE'S EMPLOYEES AND CONTRACTORS. WHILE REASONABLE AND CUSTOMARY CARE IS TAKEN IN CARRYING OUT THE SERVICES, CLARIVATE MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, COMPLETENESS OR CORRECTNESS OF ANY DELIVERABLES, THE DATA SOURCES SEARCHED OR THE RESULTS OBTAINED THEREFROM, NOR THAT ALL ERRORS IN THE DELIVERABLES WILL BE CORRECTED.

10.3 CLIENT UNDERSTANDS THAT CLARIVATE DOES NOT PROVIDE ADVICE, WHETHER OF A LEGAL, FINANCIAL, MEDICAL OR OTHER PROFESSIONAL NATURE. THE INFORMATION, MATERIALS AND OPINIONS (IF ANY) CONTAINED IN THE DELIVERABLES ARE FOR GENERAL INFORMATION PURPOSES ONLY, ARE NOT INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, AND SHOULD NOT BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER CLARIVATE NOR ANY OF ITS THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY CLIENT, OR ANY THIRD PARTIES, ON THE INFORMATION OR OTHER MATERIALS CONTAINED IN ANY DELIVERABLES OR SERVICES.

10.4 CLIENT ACKNOWLEDGES THAT THE SERVICES MAY BE BASED AND RELY ON (I) INFORMATION PROVIDED BY CLIENT, OR A THIRD PARTY ON BEHALF OF CLIENT, (II) RESOURCES PROVIDED BY CLIENT, OR (III) OTHER FACTORS NOT WITHIN THE CONTROL OF CLARIVATE. IN SUCH CASES, CLARIVATE SHALL NOT BE RESPONSIBLE FOR ANY BREACH OR NON-PERFORMANCE THAT OCCURS DUE TO SUCH INFORMATION, RESOURCES OR OTHER FACTORS OUTSIDE OF CLARIVATE'S CONTROL.

10.5 NEITHER PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR:

10.5.1 LOSS OF PROFITS, BUSINESS, OPPORTUNITY,

REPUTATION OR ANTICIPATED SAVINGS (EXCEPT IN RELATION TO CLIENT'S OBLIGATION TO PAY THE FEES);

10.5.2 CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF CLIENT'S OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS;

10.5.3 LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES,

IN EACH CASE WHETHER DIRECT OR INDIRECT, OR

10.5.4 ANY OTHER INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWEVER SUCH INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE MAY ARISE EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

10.6 IN NO EVENT (OTHER THAN A REMEDY FOR BREACH OF WARRANTY PURSUANT TO CLAUSE 8.3) SHALL THE AGGREGATE LIABILITY OF EITHER PARTY AND ITS AFFILIATES ARISING OUT OF OR IN CONNECTION WITH ANY SOW EXCEED, IN ANY 12-MONTH PERIOD, THE FEES PAID OR PAYABLE BY CLIENT TO CLARIVATE UNDER SUCH SOW DURING SUCH 12-MONTH PERIOD.

10.7 Clauses 10.5 and 10.6 shall:

10.7.1 not apply in relation to: (i) each Party's obligation to indemnify the other Party under this Agreement; and (ii) any liability arising out of or in connection with Client's infringement of any Intellectual Property Rights in the Services or in the Deliverables, or Client's unauthorized use of the Deliverables; and

10.7.2 subject to clause 10.7.1, apply equally to Clarivate's Affiliates and Third Party Suppliers as if such third parties were Clarivate.

10.8 Nothing in this Agreement excludes or limits either Party's liability for death, personal injury resulting from its negligence, fraud, or any other liability to the extent that such liability cannot be excluded or limited by applicable law.

10.9 Each Party (in such case, the "**Indemnifying Party**") shall indemnify and hold harmless the other Party (in such case, the "**Indemnified Party**") in respect of any liability suffered by the Indemnified Party as a result of a claim made against the Indemnified Party by any Affiliate of the Indemnifying Party where such liability would be excluded or limited under this Agreement if such claim were made by the Indemnifying Party.

11 EXPORT CONTROL LAWS

11.1 Each Party expressly acknowledges and agrees that it will comply with all applicable export control laws, which may restrict or prohibit export, re-export, or transfer of certain technologies outside of the relevant jurisdiction. In addition, Client represents and warrants that it shall not provide any technology or materials to Clarivate that are restricted or prohibited from being exported or transferred to the relevant jurisdiction.

11.2 Client will not obtain, retain, use or provide access to the Deliverable or Services to an Affiliate or any third party in a manner that may breach Trade Controls Laws. Client warrants that neither Client, nor any Affiliate that may obtain access to the Deliverables and Services through Client, is a specially designated or sanctioned party under any Trade Control Laws.

12 TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

12.1 This Agreement will take effect on the Effective Date and

continue for the Initial Term and shall be automatically renewed for successive one year terms unless one party notifies the other party in writing at least thirty (30) days before the end of the then-current term, stating the party's decision not to renew the Agreement, in which event this Agreement shall terminate when all Services and Deliverables agreed under this Agreement prior to such termination notice have been provided and Client has paid the Fees due in respect of such Services and Deliverables.

- 12.2 Without prejudice to its other rights and remedies, either Party may terminate the Agreement, or any Service, with immediate effect by written notice to the other if: (i) the other Party is in material breach of the Agreement or its obligations in relation to a particular Service and either that breach is incapable of remedy or the Party in breach has failed to remedy the breach within thirty (30) days after receiving written notice requiring it to so remedy; (ii) the other party enters into a composition with its creditors; (iii) a court order is made for the winding up of the other party; (iv) an effective resolution is passed for the winding up of the company (other than for the purposes of amalgamation or reconstruction); or (v) the other party has a receiver, manager, administrative receiver or administrator appointed in respect of it; or (vi) the other Party is unable to pay its debts as they fall due or its assets are worth less than its liabilities on a balance sheet basis.
- 12.3 Clarivate may terminate all or any part the Agreement or the provision of any particular Product or Service, at its discretion, with immediate effect if any organisation which is a competitor of Clarivate acquires Control of Client
- 12.4 If at any time Clarivate for any reason decides to cease general provision of a Product or Service, Clarivate may cancel that Product or Service by providing not less than ninety (90) days' written notice to Client.
- 12.5 UPON TERMINATION UNDER CLAUSE 12.3 OR 12.4, IF CLIENT HAS PRE-PAID ANY FEES FOR THE RECEIPT OF THE TERMINATED PRODUCT OR SERVICE IN RESPECT OF ANY PERIOD FOLLOWING THE TERMINATION DATE, CLARIVATE'S SOLE LIABILITY TO CLIENT IN RESPECT OF SUCH TERMINATION SHALL BE TO REFUND THE FEES ALLOCABLE TO THAT PRODUCT OR SERVICE FOR THE PERIOD FOLLOWING TERMINATION.
- 12.6 This Clause 12 and clauses 1, 4, 6, 7, 9, 10, 11, and 13 will survive termination or expiration of this Agreement for any reason.
- 12.7 Termination of this Agreement or cancellation of a Service or Deliverable will not affect any right accrued up to the date of expiry, termination or cancellation.
- 13 GENERAL**
- 13.1 Neither Party will be liable to the other for any failure or delay in the performance of its obligations under this Agreement (except for payment of money) which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.
- 13.2 At all times during the Term, all Clarivate personnel carrying out Services will remain subject to the overall control of Clarivate and to the terms of their employment or engagement by Clarivate. Clarivate will take commercially reasonable steps to ensure that any of its personnel performing the Services or providing the Deliverables at Client's facilities will comply with any reasonable security or health and safety requirements of Client relating to its facilities, provided those requirements have been previously notified to Clarivate.
- 13.3 Client agrees that during the Term and for six (6) months thereafter it will not, without the prior written consent of Clarivate, directly or indirectly employ or engage, or solicit for employment or engagement any employee or contractor of Clarivate who is or has been at any time directly involved in the provision of the Products and Services.
- 13.4 Failure or delay by either Party in exercising any right or power hereunder will not constitute a waiver of such right or power unless agreed in writing pursuant to clause 13.8.
- 13.5 Client shall not assign, sub-license or transfer any of its rights or obligations under this Agreement without the prior written consent of Clarivate. Clarivate may assign, sub-license, sub-contract or transfer all or any of its rights or obligations under the Agreement to any third party, provided that in the case of sub-contracting, Clarivate shall remain responsible for the performance by its sub-contractors of such obligations under this Agreement. Any assignment, sub-licensing or transfer in breach of this clause 13.5 shall be null and void.
- 13.6 Except where the Agreement provides otherwise, any notice given under this Agreement must be in English or Japanese, in writing, signed by or on behalf of the Party giving it and delivered personally or sent by pre-paid recorded delivery to the address set out in the Cover Sheet or SOW (or as otherwise notified in writing by that Party by notice complying with the terms of this clause 13.6). Any such notice will be deemed to have been received on the date it is recorded as having been delivered.
- 13.7 This Agreement contains the entire agreement of the Parties as to its subject matter and supersedes any and all written or oral prior agreements and understandings in relation thereto. Each Party acknowledges that in entering into this Agreement it has not relied on any representations (including innocent or negligent misrepresentations) made by the other Party that are not expressed in this Agreement. Neither Party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement. This clause 13.7 shall not be construed as excluding either Party's liability in respect of any fraudulent statements.
- 13.8 Any amendment to this Agreement shall only be effective if in writing and executed by a duly authorised representative of each Party.
- 13.9 If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction, it shall be deemed to have been deleted without affecting the remaining provisions.
- 13.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of Japan without regard to its principles governing conflicts of law. The Parties irrevocably submit to the exclusive jurisdiction of the Japanese courts, save that Clarivate may seek injunctive or other relief in any other jurisdiction in order to protect its Intellectual Property Rights.
- 13.11 The Agreement and any SOWs may be executed via electronic transmission. The parties may exchange signed copies of the Agreement or an SOW by facsimile, e-mail or other electronic means and such signed copies shall be legally binding.
- 13.12 Each Party intends that Clarivate's Affiliates and Third Party Suppliers shall be third party beneficiaries of this Agreement and, thus, entitled to enforce the terms of this Agreement against the Client, subject to the limitations on liability contained in the Agreement and provided that the Parties may cancel or vary the terms and conditions of the Agreement without the consent of any such third parties. There shall be no other third party beneficiaries entitled to enforce any of the terms of the Agreement.
- 14 TERMS SPECIFIC TO CERTAIN PRODUCTS AND SERVICES**
- 14.1 Website**

All use of Clarivate's World Wide Web pages located within <http://trademarks.thomsonreuters.com> is subject to the website Terms of Use, which are accessible via our website at: <http://trademarks.thomsonreuters.com/ip/terms-of-use?cid=112>

14.2 Facilitation of Legal Services

- 14.2.1 Clarivate does not provide any legal opinions or legal advice. If such services are needed, it is the Client's responsibility to engage Counsel in each jurisdiction of interest. At Client's request and depending on the jurisdiction of interest, Clarivate may provide Client with information on Counsel. By ordering Products and Services such as legal opinions, risk assessments, trademark filing, or similar services Client authorizes Clarivate to liaise with Counsel engaged by Client in order to help Client fulfill such requests in jurisdictions of interest (by way of example, Client may request that Clarivate send the search reports directly to Counsel). Client gives Clarivate permission to provide said Counsel with Client's name, contact information, and other information provided by Client. Client acknowledges and agrees that depending on the jurisdiction, Counsel may need to perform a conflicts check or know your client check, and/or similar lawyer/client relationship reviews. In case the Counsel identifies a potential conflict or other lawyer/client relationship issue, Clarivate may need to liaise with another Counsel engaged by client in that jurisdiction or may require additional information from Client. Where requested by Client, Clarivate may, but shall not be required to, assist Client in identifying Counsel, including through appropriate lawyer or bar associations and accreditation services. In rare instances, Clarivate may not be able to refer Client to Counsel in a relevant jurisdiction.
- 14.2.2 Opinions, risk assessments, filing services, and similar legal services are provided by Counsel and are based on the experience and knowledge of the respective Counsel. Client acknowledges and agrees that the Counsel engagement terms and conditions and disclaimers shall apply to such services. It is the Client's responsibility to review and understand the Counsels' terms and conditions of services. Client and Counsel are encouraged to consult each other directly if any issues or questions arise. Client agrees that it is the responsibility of the Client, and **NOT** Clarivate, to ensure any Counsel/client privilege is maintained. Client agrees that Clarivate cannot be held liable in any way for the content of any of the fore mentioned services provided by Counsel. Furthermore, Client acknowledges and agrees that while Clarivate may assist Client in identifying potential Counsel, the Counsel represents the Client. Client further understands and agrees that by authorising Clarivate to communicate directly with Client's Counsel, Clarivate may be required or compelled by an applicable court or regulatory agency to disclose certain information that may otherwise be privileged or confidential