

# **End User Terms**

### 1. Ownership

(a) Intellectual property. The Clarivate Analytics product you are accessing (the "Product") contains proprietary technology and copyright material owned by Clarivate Analytics ("we", "us", "our" or "Clarivate") and/or our third party licensors. All use of the Product and our materials accessible in the Product ("Content") is restricted and must comply with these End User Terms, any additional terms that relate to specific products or services you are using as set out in our Product / Services Terms available at <a href="http://terms.clarivate.com">http://terms.clarivate.com</a>, your License Agreement (as defined below), if applicable, or our prior written consent.

**(b) Trademarks**. 'Clarivate Analytics' and the Product name are trade or service marks of Clarivate or its affiliated companies. All other product and service names cited are trademarks of their respective owners.

## 2. Your rights of use

(a) Use rights. If you, the end user ("you" or "your"), have been issued with access or login information by us or your employer, you will generally be entitled to (i) search, access, download and print reasonable amounts of Content reasonably required for your own work use and for your employer's internal business purposes; (ii) distribute copies of Content to other individuals who you know are users of the Product within your organization; (iii) include insubstantial portions of Content as incidental samples or for illustrative or demonstration purposes, including in reports prepared for internal business purposes and provided that you include the following acknowledgement: "Source: Clarivate Analytics."

(b) Reasonable amount. We determine a "reasonable amount" of Content to download by comparing your download activity against the average annual download rates for all Clarivate clients using the Product.

(c) Insubstantial portion. We determine an "insubstantial portion" of downloaded Content to mean an amount of Content taken from the Product which (1) would not have significant commercial value of its own; and (2) would not act as a substitute for access to a Clarivate product for someone who does not have access to that product.

(d) License agreement. If you are accessing the Product or Content pursuant to a separate agreement between Clarivate or one of our authorized resellers and you or your employer (your "License Agreement") the License Agreement will take precedence in the event of a conflict with these End User Terms. If you would like to understand more about all of the rights that you or your employer have to use the Product or any of the Content, you should ask your employer for a copy of your License Agreement or you should contact our Global Customer Support Center.

#### 3. Restrictions on use

(a) Limited access. If you have not been issued with access or login information by us or your employer you should not use the Product or any of Content.

(b) Restrictions. You are not entitled to (i) disclose your login details or allow anyone else to use your username/password; (ii) download excessive amounts of Content; (iii) provide Content to anyone else, other than in licensed, source-acknowledged documents or reports created as part of your normal work; (iv) automatically download, text mine or index Content; (v) use the Product or Content to provide services to anyone outside your organization; or (vi) remove proprietary rights notices in the Product or Content.

**(c) Prohibitions**. Except as described in these End User Terms or, if applicable, as otherwise permitted in your License Agreement, you may not use, copy, adapt, translate, modify, sell, reverse engineer, decompile, merge, disassemble, scrape, distribute or otherwise create derivative databases, services or works of or based on the Product or the Content or use the Products or Content for any commercial purpose.

(d) Decompiliation. Unless provided for in the License Agreement, you may only reverse engineer, decompile or disassemble any of the software or technology contained in the Product or the Content to the extent expressly permitted by law, where such rights cannot be modified by agreement.

(e) Storage. Except for Insubstantial Portions or unless you know that your employer has purchased an archive license to store the Content, you may not store Content that you print or download for longer than 3 months.

#### 4. User content



(a) User material. The Product may have features which allow you to comment on, engage in discussions or otherwise provide feedback, upload, submit or post content, information, graphics, videos, images or links to the Product (collectively, "User Material"). User Material is subject to these End User Terms and any additional terms that are referred to herein (including, if applicable, your License Agreement and the Product Terms). You hereby agree not to upload, submit or post any User Material that (a) is abusive, illegal, defamatory, indecent, obscene, offensive or threatening in any way; (b) is unrelated to the Product; (c) violates anyone's copyright, trademark or other proprietary right; (d) interferes with the privacy of another user; (d) contains a virus or any other harmful components; (e) contains false or misleading statements; or (f) gives rise to any liability or violates any applicable local, state, federal or international law or regulation. When uploading, submitting and/or posting User Material, it's your responsibility to ensure that you have all the necessary legal rights to upload, submit or post your User Material. [We are under no obligation to separately review any User Material to check that you have the right to carry out such activities. We may remove User Material if it breaches these End User Terms or is otherwise illegal or infringing any third party's rights.]

(b) License. We acknowledge that, as between us and you, intellectual property rights in the User Material are owned by you or your licensors. You grant us permission to use, store and process your content in accordance with applicable law and agree that we may collect and use User Material (i) in connection with the Products, (ii) to enforce our rights, and (iii) together with information related to your use of the Products and the Content to test, develop, improve and enhance its and our other products and services as long as such information is not identifiable to you. We may also pass this information to our third party providers for the same purposes. Any comments, suggestions, ideas or recommendations you provide related to the Services and/or any of our products or services are our exclusive property. We may retain the User Material for the same purposes after you have ceased using the Product.

#### 5. Third party content

If the Product includes data and software from third parties, you must also comply with any additional terms we are required to pass through to you. Please refer to our third party terms available at <u>https://clarivate.com/terms-of-business.</u>

### 6. Unlawful conduct

(a) Compliance. Use of the Product or other services provided by us or our affiliated companies for any purpose that is unlawful, or in any manner that could exceed your authorized access or otherwise damage, disable, overburden or impair the operation of the Product or other services provided by us or our affiliated companies, or any other person's use or enjoyment of the Product or those other services, is strictly prohibited. Such prohibited actions include but are not limited to, (i) violating or attempting to violate security measures; (ii) accessing data that is not intended for your use or logging into a server or account which you are not authorized to access; (iii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempting to interfere with service to any user, host or network; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; and (vi) taking any action in order to obtain services to which you are not entitled. We may de-activate your use of the Product if you breach these End User Terms.

**(b)** Cooperation. Unlawful conduct may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.

#### 7. Privacy

When you access and use the Product, we may collect and use your personal information. We will only do so in accordance with our privacy policies and applicable laws. Please refer to our Privacy Notice available at<u>https://clarivate.com/legal/privacy-statement/</u>.

#### 8. Disclaimer

(a) NO WARRANTY. YOUR ACCESS TO AND USE OF THE PRODUCT AND CONTENT IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO COMMITMENT OR GUARANTEE AS TO THE CONTENT THAT IS MADE AVAILABLE VIA THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE AND OUR THIRD PARTY SUPPLIERS



MAKE NO WARRANTY, REPRESENTATION OR UNDERTAKING, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MECHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY OR NON-INFRINGEMENT. THE PRODUCT MAY CONTAIN LINKS TO INTERNET SITES OPERATED BY THIRD PARTIES. WHERE SUCH LINKS EXIST THEY ARE PROVIDED FOR YOUR CONVENIENCE ONLY. WE DO NOT CONTROL SUCH INTERNET SITES, AND WE ARE NOT RESPONSIBLE FOR THEIR CONTENTS. OUR INCLUSION OF LINKS TO SUCH INTERNET SITES IN THE PRODUCT DOES NOT IMPLY ANY ENDORSEMENT OF THE MATERIAL ON SUCH INTERNET SITES OR ANY ASSOCIATION WITH THEIR OPERATORS AND WE MAKE NO WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS IN RESPECT OF SUCH INTERNET SITES.

(b) NO ADVICE. WE ARE AN INFORMATION PROVIDER AND DO NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE CONTENT IS FOR GENERAL INFORMATION PURPOSES ONLY, IS 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 WE NOR OUR AFFILIATES NOR ANY OF OUR THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY YOU, YOUR EMPLOYER OR CLIENT, OR ANY OTHER THIRD PARTY, ON THE CONTENT.

(c) LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER WE NOR ANY OF OUR AFFILIATES OR THIRD PARTY SUPPLIERS WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR (1) ANY CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF YOUR OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS; (2) LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES; OR (3) ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE END USER TERMS OR YOUR USE OF THE PRODUCT OR CONTENT, HOWEVER SUCH LOSS OR DAMAGE MAY ARISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OR COULD HAVE FORESEEN ANY SUCH LOSS OR DAMAGE.

#### 9. Miscellaneous

(a) Governing law. These End User Terms are subject to the governing law and jurisdiction of England and Wales, unless set forth otherwise in your License Agreement.

(b) Assignment. You may not assign or transfer these End User Terms to anyone else without our prior written consent.

(c) Suspension. Except as otherwise restricted by your License Agreement, we reserve the right to change these End User Terms and/or to modify, discontinue, disable or terminate all or any part of the Product, or your access to and/or use thereof, at any time, without prior notice.

(d) Entire Agreement. These End User Terms and any additional terms and conditions referred to above contain the entire understanding between us regarding your use of the Products and supersedes all previous agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. These End User Terms will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the agreement. Delay or failure to exercise any right or remedy under these End User Terms will not have waived that right or remedy.

Last updated: December 2018