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## Author Connect

- 1. License.** To the extent we provide you with author information, you may use such information only for the purposes expressly stated on the order form and you acknowledge and agree that we retain all rights in such information. You must not communicate with any author other than via email, or provide any of the author information to any third party unless you have obtained such author information independently from us in case you are fully responsible for how that information is processed.
- 2. Service Provider.** You agree to use the designated service bureau to test and deploy the marketing campaigns set up using the service.
- 3. Indemnity.** We will indemnify you against damages you incur as a result of any third party claim arising out of or in connection with our failure to ensure any author has agreed to being contacted via email for marketing purposes. Our aggregate liability arising out of or in connection with the indemnity in this clause shall not exceed an amount equal to the total amount of fees paid or payable by you during the term as at the date the claim arises.

## CBDD Consortia

### 1. Definitions.

(a) Your “affiliate” means any entity where more than 50% of the issued shares or voting stock of the entity are under common control, either directly or indirectly, with you. Entities which become or cease to be your affiliates after the date of your order form are not included within the licenses without our prior written approval. (b) “Computational Biology Algorithm(s)” means computer code containing the implementation of pre-defined network-based algorithms designed to accomplish the goals set forth in the related Project. (c) “Project” means the collaboration by the members of the consortia described in the order form, leading to production of the Computational Biology Algorithms

### 2. Computational Biology Algorithms.

(a) We will release the Computational Biology Algorithms in accordance with the Project timetable detailed in your order form. Upon release, you and your affiliates will have a perpetual, irrevocable (other than for breach), worldwide, non-assignable license and right to use the Computational Biology Algorithms for your and your affiliates internal business purposes, including the research and development of pharmaceutical and diagnostic products. (b) Members have exclusive rights to each Computational Biology Algorithms for 6 months from the date first delivered to any member. Except to members, we will not distribute Computational Biology Algorithms during this exclusivity period. We may freely distribute data after that 6 month period. (c) Notwithstanding clause 2(b), during the exclusivity period we may (i) use Computational Biology Algorithms for demonstration purposes with nonmember or (ii) freely for our internal purposes, including the provision of services and deliverables to other Clarivate clients, provided that Clarivate does not disclose the Computational Biology Algorithms.

### 3. Project Management.

(a) Each member will appoint a scientist to a project board to act as the member’s representative and to exercise the member’s right to vote. The Project Board will provide the overall direction of the Project and grants us, or persons engaged by us, responsibility for day-to-day management of the Project, acting where possible in accordance with the Project Plan. (b) Subject to clause 3(c) below, the project board will operate by way of secret majority vote. Each member is entitled to vote once in any decision provided the member is current in its obligations with respect to the Project. (c) Within 30 days of the start of the Project, the project board will create and adopt a work plan and formal milestones (the “Project Plan”) which will be shared with us. The Project Plan can be changed at any time, by at least two-thirds vote of those members entitled to vote.

### 4. Term and termination.

(a) You may withdraw from the Project if the members by two thirds vote agree that the milestones of the Project have not been substantially met. (b) We may terminate the Project immediately if, at any time, there are five or fewer active members and will provide you notice of termination as soon as reasonably practicable.

### 5. Ownership.



(a) All work product (including the Computational Biology Algorithms) developed under the Project by us, individually or with others, is Clarivate's sole and exclusive property and you hereby assign to us all rights you may have in the work product. We may sell, license, sublicense, use, disclose and distribute throughout the world, without compensation to you, work product developed during the Project, notwithstanding any other term of the agreement. (b) For the avoidance of doubt, work product shall not contain or embody any information, presentations, articles, data, software, equipment, Confidential Information, logos, trademarks, get-up/look and feel or other branding provided to Clarivate by you or on your behalf in connection with the performance of the Project.

**6. Support.** During the term of the Project we will provide you support (during our normal business hours and at our discretion) for the Computational Biology Algorithms, so long as you are an active member. Upon your request, we may provide you maintenance services (such as editing pathway maps with new data, annotation of research articles and adding new biomarkers) or other support services for the Project Results at an agreed upon fee.

## CMR Programs

**1. Professional Service.** The program is a professional service. You will provide accurate and complete information in the timeframe and format reasonably requested by us in order to provide the program. The delivery method and milestone dates for the deliverables are set out in your ordering document. We will provide the deliverables to you within a reasonable period following the milestone dates. If delivery is provided online, we will provide you with a URL and login details for use by your authorized employees. Deliverables are deemed accepted on delivery.

**2. Intellectual Property. (a) Your Data.** You own your data in the form provided to us, which you perpetually license to us to use solely as required for the program stated on your order form, including anonymously incorporating it within the data we create and own. **(b) Our Data.** You may not (i) use our data for any medical diagnosis or treatment purpose; or (ii) use our data to create any index that will be used as a tradable instrument in the nature of a security. **(c) Our Use.** Except to the program participants, we will not publish data we create within the program for at least 12 months from the date first delivered to any participant. We may freely distribute data after that 12 month period. **(d) Your Use.** You will not publish or distribute data we create or provide within the program for at least 12 months after we provide it to you. After those 12 months you may on an 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. You may also distribute our data i) to government and regulatory authorities investigating you, if specifically requested; and ii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate and are subject to confidentiality obligations. You may not otherwise publish our data without our prior written consent. **(e) Attribution.** As reasonably required for these purposes, you may quote and excerpt our data in your work, provided you appropriately cite and credit CMR as the source.

**3. Privacy.** You must not provide any data to us which contains personal data.

**4. Termination.** You may exit the program before the end of the term (i) if we agree in writing that the program will remain viable; and (ii) on payment to us of all charges that would have been payable to the end of the term.

## CompuMark

### For all CompuMark Products and Services

**1. License.** If you are an attorney or law firm, internal business purposes includes your use of our products and services for the benefit of your clients. Unless the service is terminated for your breach, you may retain and continue to use, in accordance with the agreement, SAEGIS, SERION, CompuMark API, TM go365, Naming, TrademarkVision search results obtained during the term.

**2. Charges.** Our transactional charges are published in the product, rate or tariff guide applicable to your jurisdiction and may change at any time. You are responsible for all charges incurred by your affiliates, agents and representatives.

**3. Products and Services Categories.** For ease of reference, the CompuMark products and services are categorized as follows: **(a) Information Services:** Data/content delivered via SAEGIS, SERION or CompuMark API; TM go365, Naming,



TrademarkVision; **(b) Professional Services:** Offline Searches (e.g. Full / Availability Searches, Watch Services, Company Name Searches, Copyright Searches, and Custom Solutions).

**4. No Legal Services.** We are not a law firm and do not provide legal services of any kind. It is your responsibility to engage an attorney and to understand the terms that control that separate engagement.

**5. Legal Counsel.** If requested and only to the extent permitted by applicable law, we may introduce you to local legal counsel in domestic or overseas jurisdictions as your situation may require. **(a) No Endorsement.** We do not endorse or guarantee the work product of any counsel and are not liable for the services provided by/in connection with your legal counsel. **(b) Conflicts.** We are not a law firm and therefore do not undertake conflict of interest checks related to our customers. Counsel you engage may undertake a conflict of interests check. If there is a conflict you may need to engage other counsel in that jurisdiction. **(c) Use of Counsel.** By ordering legal opinions, risk assessments, trademark filing, domain recovery services or other services from us which by their nature may require a legal professional (i) you authorize us to liaise with your legal counsel and to share relevant confidential information; (ii) questions arising from these services should be discussed with your legal counsel without our participation, as it is your responsibility to maintain your attorney-client privilege; (iii) attorney-client privilege may not extend to communications between us and your legal counsel; (iv) we may be compelled by a legal or regulatory authority to disclose information which may have otherwise been protected by your attorney-client privilege; and (v) these services are governed by the terms controlling your engagement of legal counsel.

**6. Governing Law and Jurisdiction.** Unless stated otherwise in the Order Form, the governing law / jurisdiction shall be England and Wales.

### For Watch Subscriptions

**1. Watch Subscriptions:** With the exception of Status Watch or where otherwise stated in an Order Form, Watch subscriptions shall continue in effect for an initial term, further described in the invoice, unless terminated earlier in accordance with the agreement. After the initial term, this subscription shall automatically renew for additional 12 month period, unless either Client or CompuMark terminates the watch subscription by providing the other party with written notice of their intent at least 30 days before the end of the term then in force.

**2. Changes to Charges.** Except where the fees for any renewal term(s) are in a written agreement signed by both parties, CompuMark reserves the right to increase the fees payable in respect of any renewal term, provided that it notifies the Client of such increase (via an invoice or letter) not less than forty-five (45) days prior to the end of the initial or then current renewal terms (as appropriate).

### For Trademark Clearinghouse

**1. Authorization.** We and the Trademark Clearinghouse (TMCH) may use submitted trademark records and other supporting data on your behalf as required for the TMCH services (described at <http://www.trademark-clearinghouse.com/>) until the trademark record is deactivated or otherwise terminated.

**2. No Transfer.** We will not transfer your trademark record to another trademark agent or third party without your prior written consent.

**3. Trademark Owner.** If you are not the trademark owner, you must provide us with, a TMCH Services Authorization Form executed by each trademark owner prior to submitting any documentation relating to that trademark owner to us.

### Converis

**1. License.** You may upload content relating to your faculty members, staff and students, and your affiliated researchers. Your content may consist of personal data and information about the individuals' service, teaching and research activities, and may be extracted from (i) your internal systems and repositories; (ii) our proprietary data sources; or (iii) publicly available data sources. Each of your users may also submit content to the extent it pertains to that user or another user that has authorized its submission.

**2. Content Upload.** You must upload content in accordance with our standard policies, formats and applicable specifications in effect from time to time.



**3. Our Use.** We may use content authorized by you or marked public to create derivative works and metrics for incorporation into the software or other products and services.

**4. Data Export.** You must export your content from our hosted software prior to the effective termination date.

## Cortellis API

**1. Standard API License. (a) Service.** Use of the service delivered via the API under this Standard API License is subject to the usage rights and restrictions set out in the agreement. **(b) License.** You may use the API to access the service to extract, maintain, display and use data or to perform specific numerical or statistical analyses to produce reports for the number of end users defined on the order form within your own company for internal business purposes. Results of analyses must not be disclosed to any other person by any means whatsoever, save to the extent expressly permitted in the agreement. **(c) Limitations.** Use of the API is limited to 3,000 calls per minute for the permitted users of the API. Downloading of unlimited amounts of data is prohibited. You must inform and secure approval from us in order to share API access with any third parties, and such third parties may be required to enter into an agreement with us directly in order to access the API. **(d) Reporting.** You will report to us any change in the number of users accessing the API underlying data or in API usage outside of the scope of your current API license. **(e) Usage.** You are not entitled to automatically download, text mine or index Content. Additional fees may be payable following a reported increase in the number of users (defined as any individual accessing content from the API(s) either directly or indirectly) or change in usage. License rights continue until the end of the term of the service. Our API keys must not be: (i) shared in any way; or (ii) used to create products or services detrimental to us, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us. **(f) Third Party Applications.** You may use the Cortellis API with authorized third party platforms. A full list of such authorized platforms is available on request and may change from time to time. **(g) Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately, and you must return or destroy all Clarivate property including our data delivered via the API and, if requested, confirm this in writing. End User is defined as anyone who views the data, or output based on the data, through a display or report or uses the data for performing numerical or statistical analyses or producing reports.

**2. Advanced API License. (a) Service.** Use of the service delivered via the API under this Advanced API License is subject to the usage rights and restrictions set out in the Standard API License and the following additional usage rights and restrictions. **(b) License.** You may download unrestricted data volumes and text or data mine data elements derived from the service delivered via the API for your own internal, non-commercial business purposes. You must not distribute, sublicense or otherwise disclose to any third party any portion of the service or any derivative works, save to the extent expressly permitted in the agreement. Should the number of End Users increase within the term of the agreement, you will inform use and accept any price review in line with this access for the remainder of the current term.

## Cortellis Content as a Service Products

**1. Database license.** During the term, for your internal, non-commercial use only, you may (i) perform numerical or statistical analyses on the licensed content (“dataset”); (ii) download portions of the dataset for use with Toolkits or Analytics Software (as defined herein); (iii) develop code to extract patterns from the dataset; and (iv) create derivative databases consisting of the above-mentioned analytics. “Analytics Software” means either (a) pre-approved third-party software or (ii) proprietary or third-party tools that are stored behind your firewall and may only be accessed by your authorized users and not by any other person.

**2. Restrictions.** You may not distribute, sublicense or publicize any portion of the custom dataset or any derivatives created using the dataset. If specified on the order form, you may use the dataset and the derivative databases only for the designated project. You will report to us any change in usage outside of the permitted users, locations and other permissions in your order form.



**3. Ownership.** All intellectual property rights to the dataset and derivatives will be owned by Clarivate. All usage of our data must include the following notice: "Certain data included herein are derived from the © [specified product name] (date) of Clarivate Analytics. All rights reserved. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate Analytics."

**4. Access.** Your order form will define whether the dataset will be hosted by you or Clarivate. If Clarivate is hosting the Content, Clarivate will provide you with access to the dataset for the term of your subscription. If you are hosting the dataset, Clarivate will make the dataset available for you to download and host during the term. The dataset must remain behind your firewall and be accessible only to your employees. If we make an API available to you, your access to such API is also governed by the API License terms in your agreement. You must inform and secure approval from us in order to share access with any third parties, and such third parties may be required to enter into an agreement with us directly in order to access the dataset.

**5. Client Content.** If Clarivate is hosting the dataset, you may be able to upload limited amounts of non-Clarivate data to the hosted platform ("Client Content"), however this functionality is for your convenience only. The product should not be used as a storage environment and any Client Content you upload is at your own risk. Clarivate may periodically update the dataset, which may result in the deletion of Client Content. You represent and warrant that you have the right to use any Client Content which you upload or otherwise supply. You agree not to upload any Client Content that (a) is unrelated to the product; (b) violates anyone's copyright, trademark or other proprietary right; (c) contains personal data; (d) contains a virus or any other harmful components; (e) gives rise to any liability or violates any applicable local, state, federal or international law or regulation. CLARIVATE DISCLAIMS ALL RESPONSIBILITY FOR PROTECTING, SECURING OR BACKING UP CLIENT CONTENT. You must indemnify and hold harmless us, our affiliates and third-party providers against any claim arising in connection with the Client Content you upload to the platform.

**6. Effect of termination.** The dataset and any processed data must be deleted when your usage rights end, and you must certify such deletion upon our request.

**7. Toolkits.** Your subscription may include access to analytics tools (each a "Toolkit") that can be used in analyzing our data. Some Toolkits are created using open source software. You can redistribute open source Toolkits and/or modify open source Toolkits under the terms of the GNU General Public License as published by the Free Software Foundation, currently available here: [available here: https://www.r-project.org/COPYING](https://www.r-project.org/COPYING). These Toolkits are distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

## Derwent Innovation

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## Derwent Research

**1. Delivery. (a)** Client can request Patent Research via their Dedicated Project Manager, with Derwent Research personnel confirming the amount of hours via an email Work Order that will be used from their Subscription to perform the work. They will also confirm the delivery time frame for the Work Order. **(b)** Client will review the hours budget and Patent Research scope and confirm in writing (e.g. via email) that they approve the Work Order. **(c)** Derwent Research personnel will then perform the Patent Research work, liaising with the client as needed in its execution. The results will then be electronically sent to the client directly, or at client option, uploaded into their Derwent Innovation account. **(d)** The project will be executed using Derwent Innovation. **(e)** On a monthly basis, the Derwent Research Project Manager will provide the client with a report containing a summary of the hours under the subscription used to date, the hours used in the current month, and the balance of hours for the remainder of the Subscription period.



**2. Client Obligations.** You will **(a)** Review the Work Order and discuss any desired adjustments with their Derwent Research Project Manager prior to execution. **(b)** Respond to reasonable requests for information from the Derwent Research Analyst, and on request review research parameters, and clarify objectives or focus that may alter the analysis parameters. Should response be delayed, the delivery time frame of Patent Research Work Orders may be delayed.

**3. Subscription Hours.** **(a)** At the 6-month anniversary date of the subscription, 40% of the subscription hours will lapse and no longer be available for use. **(b)** At the 12 month subscription anniversary, 100% of the subscription hours will lapse, and no longer be available for use. **(c)** A maximum of 120 hours will be performed in any one month period.

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- Review the [Promotion Guidelines](#) for promotional language and an explanation of the process by which journals are selected for *Web of Science* indexing and listed in *Journal Citation Reports*. You can also communicate your new *Journal Impact Factor* directly to researchers through the newly expanded [Web of Science Author Connect](#) list services.
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**2. Charges. (a) Increases.** Additional charges will be applied at the end of each contract year if any search or export usage restrictions stated in the order form are exceeded. **(b) Notices.** We will notify you via email at the end of each term if you exceed your contracted usage cap, specifying the amount of excess use and the applicable charge. **(c)**



**Usage reports.** We will send you quarterly usage reports to help you track your usage. If at any time during a term you wish to upgrade your license to avoid excess usage charges, please contact your Clarivate account manager.

**3. Proprietary Rights and Obligations. (a) Ownership.** All right, title and interest, including all intellectual property rights in the work product and authorized channel (except for the underlying data and information services), are owned by you and remain your property, and we shall not acquire any rights therein, other than as expressly provided in the agreement. **(b) No Exclusivity.** We may engage in the research, development, production, marketing, licensing and/or sale of similar services or products to the work product or authorized channel, which may be competitive with the work products or authorized channels and display the same or similar functionality. Nothing in the agreement prevents us from engaging independently in these activities, provided we do not use your confidential information in doing so. You will not assert any claims against us based on any work product or authorized channel or any components thereof in an attempt to prevent us from independently creating similar or same work product or authorized channel. If you do assert these claims or otherwise try to prevent us from independently creating similar or same work product or authorized channel, then in addition to all other rights and remedies available to us at law or in equity, we may immediately terminate the agreement. **(c) Representation and Warranty.** You represent and warrant that (i) the work products and authorized channels (other than the underlying data in the format and manner delivered to you by us) and any use thereof; and (ii) your modifications to or processing of our data, will not infringe upon, or otherwise violate any intellectual property rights. **(d) Indemnity.** You must defend, indemnify and hold us, our affiliates and third party providers harmless from and against any claim arising out of or in connection with your processed data, work products, authorized channels, modifications to or processing of our data, or your business. **(e) Survival.** This clause survives termination or expiry of the agreement or the applicable data or information service.

## Kopernio

**1. Definitions.** “Kopernio” means the Clarivate entity identified on the order form. “Kopernio Plugin” means Kopernio’s web-browser extension that provides users with one-click access to PDFs of scientific and academic research papers. Kopernio’s “Kopernio Website” means our URL at [www.Kopernio.com](http://www.Kopernio.com) and/or any other Kopernio websites, together with all Content on any such website.

**2. User Obligations.** You will ensure that your and/or your user’s use of the Kopernio Website and/or Kopernio Plugin does not conflict with any terms or agreements (including in relation to the use and storage of log-in details) between you and (a) any content aggregator, provider or publisher, (b) any institution to which they may be affiliated, (c) their employer and/or (d) any other relevant third party.

**3. Additional Terms.** We may limit access to the Kopernio Website or the Kopernio Plugin to a maximum number of times and/or duration. Where the Kopernio Website or the Kopernio Plugin include links to other websites, these links are provided for your convenience and do not signify that we endorse the website concerned and we have no responsibility for the content of the linked to website.

## MarkMonitor

The MarkMonitor Product Terms apply to the MarkMonitor Professional Services as set forth herein.

### MarkMonitor Domain Services

**1. Registration and Usage Information.** We may use your registration and usage information within our business and may make that information publicly available or directly available to third parties, for inspection or for other purposes as required or permitted by applicable laws, but not for marketing purposes, except for our product-related uses.

**2. Personal Data.** If we collect any personal data for any reason other than ICANN or Registry WHOIS requirements, we will inform you (i) why the information is being collected; (ii) the intended recipients of the information; (iii) which information is required and which is voluntary; and (iv) how you can access or rectify any of the personal data held about you.

**3. Fees. (a) Changes.** We may change the charges at any time upon notice to you to reflect changes to applicable registry costs.

**(b) Refunds.** You will not be credited or refunded for any (i) fraudulent or bad faith registration; (ii) loss of a domain dispute via ICANN's Uniform Domain Name Dispute Resolution Policy or legal action taken by a third party; or (iii) reversal decision by a registry.

**(c) Non-Payment.** If you do not pay our undisputed charges and related costs and expenses within 30 days of notice of non-payment from us, each affected domain registration and all associated legal rights will be transferred to us.

**4. Mandatory Changes.** We may suspend, cancel, reverse, transfer, modify or disclose registrations (i) pursuant to any applicable laws, rules, regulations or policies; (ii) to correct registration mistakes by us or the registry operator; (iii) to resolve or avoid disputes concerning registered domain names; or (iv) if you do not remedy your material breach of the agreement within 30 days after receiving our written notice to do so.

**5. Client Warranties.** You warrant and represent that (i) you will promptly provide the information we reasonably require to perform the services; (ii) that all information you provide to us will at all times be current, complete and accurate; (iii) following your instructions will not infringe or violate any third party rights; (iv) when requesting a domain name transfer, you either own the domain name or have the owner's consent to the transfer; (v) you have the proper authority to bind any third party on whose behalf you are using the service to all the terms and conditions of the agreement and ICANN's Uniform Domain Name Dispute Resolution Policy and have received their express consent to all those terms and conditions; and (vi) you will at all times comply with the applicable rules and regulations of the domain name registry operators.

**6. Client Indemnity.** You must defend, indemnify and hold harmless us, our affiliates and third party providers and each of our respective subsidiaries, affiliates, successors, assigns, licensees, directors, officers, employees and agents, against third party claims arising out of the registration, transfer and/or use of each domain name by you or on your behalf.

**7. Disclaimers. (a) Third Parties.** We accept no liability for the acts or omissions of registry operators or third party registrars.

**(b) No Guarantee.** We do not guarantee you will be able to register, transfer or renew any particular domain name.

**(c) Ownership.** We may process transfer requests without requiring proof of ownership and accept no liability in respect thereof.

**(d) Termination.** We are not responsible for your domain names after termination of the services.

**(e) Registry Operators.** Registry operators accept no liability to you in connection with domain name registration.

**8. Disputes. (a) Disputes Policies.** You are bound by ICANN's Uniform Domain Name Dispute Resolution Policy, (<http://www.icann.org/dndr/udrp/policy.htm>), as amended from time to time, and any domain name dispute policies that may be adopted at any time by any registry.

**(b) Jurisdiction.** Disputes concerning or arising from use of your domain names registered with us may be submitted to the jurisdiction of the courts (i) of your domicile; or (ii) to any jurisdiction where we are located (currently, Boise, Idaho, San Francisco, California and London, United Kingdom).

**9. ICANN Accreditation.** Under the ICANN Registrar Accreditation Agreement (RAA), we are required to pass certain terms through to you and section 3.7.7 of the RAA (<https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en#raa>) takes priority to the extent of any conflict with the agreement.

**10. Premium DNS Services Provided Through Dynamic Network Services, Inc.** MarkMonitor provides Premium DNS ("PDNS") services to its customers through Dynamic Network Services, Inc. ("Dyn") whereby assigned portions of the DNS Nameserver infrastructure respond to DNS inquiries. This service may only be used for your internal business purposes and you may not resell or otherwise permit access to the services to anyone other than your authorized employees, agents or representatives, as to whose use of such services in compliance with these requirements shall be your sole responsibility.



You represent that you will have the right to use any data which you upload or otherwise supply to Dyn or MarkMonitor in connection with the services, and that all information and data you provide will be accurate and updated on a timely basis. You will retain ownership of all such data, but Dyn is permitted to use that data for any purpose necessary to provide the services. Any data produced by Dyn in connection with the services shall be owned by Dyn and may be used by Dyn for any purpose solely on an aggregated and anonymized basis.

THE PDNS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS BY DYN AND NEITHER DYN NOR MARKMONITOR (NOR THEIR EMPLOYEES OR AFFILIATES) MAKES ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICES OR THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES, INCLUDING ANY WARRANTY OR GUARANTEE THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. EXCEPT TO THE EXTENT REQUIRED BY LAW, DYN DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

You and each of your authorized users of the PDNS services must comply with Dyn's Acceptable Use Policy set forth below ("AUP"), which Dyn may enforce directly against you as a third party beneficiary of such policy. ANY FAILURE BY YOU OR YOUR USERS OF THE SERVICES TO COMPLY WITH THE AUP WILL RESULT IN THE SUSPENSION AND/OR TERMINATION OF THE SERVICES.

DYN IS REQUIRED TO INDEMNIFY YOU TO THE EXTENT OF ANY LOSSES FROM THIRD PARTY CLAIMS THAT YOUR USE OF DYN'S SERVICES INFRINGES SUCH THIRD PARTY'S RIGHTS. NOTWITHSTANDING ANY PROVISIONS IN YOUR AGREEMENT WITH MARKMONITOR TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY DYN TO PROPERLY PERFORM THE SERVICES WILL BE THE SERVICE CREDITS DESCRIBED BELOW.

Dyn is bound by confidentiality obligations protecting your confidential information in a manner which is consistent with the existing confidentiality obligations in our agreement.

The PDNS services can be altered or discontinued by Dyn at its sole discretion upon 120 days' prior written notice to you. In any event, however, you always have the right to terminate all or any portion of the services for any reason upon at least thirty (30) days' prior written notice.

During your service period, Dyn is obligated to provide access to the nameserver infrastructure controlled or deployed by Dyn in connection with your PDNS services ("*Nameserver Infrastructure*"). The Nameserver Infrastructure does not include any application protocol interfaces, zone transfer mechanisms, update systems, and other customer-accessible data access or manipulation methods (collectively, "*Peripheral Infrastructure*") provided by Dyn in connection with the PDNS services. Any failure by Dyn to provide the services for periods which exceed the Outage periods defined below ("*Outages*") will result in the issuance of a credit to you ("*Service Credit*"), which will be your sole remedy for any such Outages. Any Service Credits will be applied to the month following issuance, or, where your services are terminating, will be applied to extend your service period for an additional period equivalent to the fees for such additional period.

Claims for Service Credits must be made by you via email to [customer.service@markmonitor.com](mailto:customer.service@markmonitor.com) as soon as possible after the occurrence of an Outage, but in no event more than three (3) days after the Outage, and must be accompanied by relevant details and supporting documentation. *Claims made more than three (3) days after an Outage will not be eligible for a Service Credit.* MarkMonitor will forward all claims to Dyn, which will have sole discretion over the determination of whether an Outage has occurred.

The following constitute an "*Outage*" for purposes of determining the availability of Service Credits:

The period of time during a customer's service period in which Dyn's Nameserver Infrastructure does not respond to DNS queries for more than fifteen (15) consecutive seconds; and

The period of time during which Dyn's Peripheral Infrastructure is unavailable for more than four (4) hours out of any thirty (30) day period in which customer's services are provided.



*Provided, however,* that any error, delay, downtime or unavailability of the PDNS services resulting from the following (“Exclusions”) will be excluded from the determination of any Outage: (i) any suspension or termination of the services pursuant to the PDNS service requirements, your agreement with MarkMonitor, or MarkMonitor’s agreement with Dyn; (ii) any actions or inactions by you or a third party; (iii) any failure to comply with any usage limits applicable to the services; (iv) any inaccurate or insufficient information or configurations provided or set by you or your authorized users; (v) the failure to use all four (4) DNS nameserver hostnames provided by Dyn; (vi) any misuse of the services; (vii) any errors, delays, downtime or unavailability from your or a third party’s equipment, application programming, software, systems or networks; (viii) any network unavailability outside the Nameserver Infrastructure or the Peripheral Infrastructure; (ix) malicious acts by a third party against you, MarkMonitor, their respective agents or suppliers; (x) any scheduled maintenance or emergency maintenance by Dyn; (xi) acts of terrorism, cyber terrorism, or God, or any other event of force majeure; or (xii) any other event outside Dyn’s reasonable control.

Non-refundable service fees for the PDNS services will be invoiced to you monthly based upon your actual usage at a rate of Twenty-Five Dollars (\$25.00) per million queries per month, rounded to the nearest whole million. There are no extra fees for zones or records, both of which are unlimited to you. Additional service add-ons which are offered by MarkMonitor may be provided at your request for additional applicable monthly fees. All fees are subject to applicable sales taxes, which will be your sole responsibility without any deduction from or offset against the service fees.

## Acceptable Use Policy v3.0

**Last Modified: November 1, 2015**

This Acceptable Use Policy (“AUP”) describes the prohibited uses of Dyn’s network, systems, and Services. This AUP applies to all Authorized Users of the Services and is incorporated by reference into the applicable Agreement between Client and Dyn. Capitalized terms used herein, but undefined will have the meaning given to such term in the Agreement. The term “You” refers to the individual or legal entity, as applicable, identified as the Client and/or Authorized User when you submitted an Order and registered on Dyn’s websites. THIS AUP SHALL APPLY EQUALLY TO CLIENT AND CLIENT’S PERMITTED AUTHORIZED USERS, AND CLIENT SHALL ENSURE ITS PERMITTED AUTHORIZED USERS COMPLY WITH THIS POLICY. IF YOU DO NOT AGREE TO BE BOUND BY THIS AUP OR THE AGREEMENT YOU ARE NOT PERMITTED TO ACCESS OR USE THE SERVICES.

**1. No Infringing, Illegal, Threatening, Defamatory, and Offensive Uses.** You shall not use the Services to violate any applicable laws, rules, or regulations issued or promulgated by any competent government authority. Without limiting the foregoing, You shall not use the Services for, or in connection with, the following: (a) theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property or proprietary information; (b) fraud, forgery, or theft or misappropriation of funds, credit cards, or personal data; (c) export, re-export, or transfer of restricted software, algorithms, or other data in violation of applicable export control laws; (d) deceptive practices such as posing as another service for the purposes of phishing or pharming; (e) distributing any materials of a threatening or harmful nature, including, without limitation, threats of death or physical harm, or materials that are malicious, harassing, libelous, defamatory, which harm Dyn’s reputation, or which facilitate extortion; or (f) distributing any offensive materials, including, without limitation, materials that are obscene, constitute illegal pornography, indecent, or hateful and materials which promote illegal gambling or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

**2. Security and Interference.** You shall not use the Services to violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of any network, electronic service, or other system that is accessible through, or in connection with, the Services. You shall not use the Services in a manner that

interferes with any other party's ability to use and enjoy the Services, that interferes with Dyn's ability to provide the Services, or that otherwise may create legal liability for Dyn in Dyn's sole discretion. You shall not use the Services to violate the acceptable use policy or terms of service of any other service provider, including, without limitation, any Internet service provider or domain name registry. Without limiting the foregoing, You shall not use the Services for, or in connection with, the following: (a) hacking, cracking into, or otherwise using the non-public areas of the Services or any other system without authorization; (b) unauthorized probes or port scans for vulnerabilities; (c) unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any system; (d) web crawling which is not restricted to a rate so as not to impair or otherwise disrupt the servers being crawled; (e) unauthorized network monitoring or packet capture; (f) forged or non-standard protocol headers, such as altering source addresses; (g) flooding; (h) Denial of Service (DoS) attacks of any kind; (j) distributing unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code; (k) operating network Services such as: open proxies; open mail relays; or open, recursive domain name servers; (l) use that is beyond commercially reasonable limits and that negatively impacts Dyn's ability to provide the Services; or (m) sharing or publishing content from the Services to cause, or have the consequence of causing, the user of the content to be in violation of the terms and this AUP.

**3. Spam.** You shall not use the Services for purposes of distributing "spam" emails, bulk unsolicited instant messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients with which You have no preexisting business or personal relationship. Additionally, You shall not use the Services to collect responses from spam. You shall not harvest, collect, gather, or assemble information or data of users, including, but not limited to, email addresses, without their consent. Without limiting the foregoing, You shall not use the Services for, or in connection with, the following: (a) sending pyramid schemes; (b) sending chain letters; (c) sending any mail in contravention of the CAN SPAM Act of 2003, Canada's Anti-Spam Legislation (CASL), or any other applicable state or federal laws and regulations; (d) to send email to address lists obtained from third-parties, whether such lists were rented, purchased or otherwise obtained; or (e) altering or obscuring email headers or assuming the identity of a sender without the explicit permission of that sender.

**4. Export Control Policy.** Export control and economic sanctions laws in the United States prohibit or restrict unlicensed transactions with certain parties identified in lists published by government agencies. In addition, many countries maintain trade sanctions and embargo programs against specific countries, such that unlicensed transactions involving those embargoed countries are prohibited or restricted. In order to comply with these and other legal requirements, it is Dyn general policy that Dyn does not do business with or otherwise engage with customers in the following geographic areas: Cuba, Iran, North Korea, Syria, Sudan, and the Crimea region of Russia. Additionally, Dyn does not do business with or otherwise engage in or facilitate transactions involving individuals or entities that are subject to sanctions or other applicable trade control restrictions, including, but not limited to, parties listed on the Specially Designated Nationals (SDN) maintained by the U.S. Department of the Treasury. By using the Services You represent and agree that You are not located in a prohibited geographic area nor are You subject to sanctions or applicable trade control restrictions.

**5. Violations.** If You become aware of any violation of this AUP You shall promptly report such violation to Dyn.

**6. Rights and Remedies.** Dyn, in its sole reasonable discretion, will determine whether conduct fails to conform to the terms and conditions of this AUP. If Your conduct fails to conform to the terms and conditions of this AUP in a fashion that negatively impacts Dyn or its systems or networks, or such that continued provision of the Services violates the law, Dyn may immediately suspend the Services and/or any Order. Dyn may further, in its sole discretion, terminate the Services and/or any Order if the conduct giving rise to the suspension is either i) willful or malicious, or ii) if not willful or malicious, not cured within a



reasonable period of time after notice of the suspension is provided. Dyn may also intercept, block, or black hole Your data or traffic if Your conduct fails to conform to this AUP. Dyn may cooperate with legal authorities or other appropriate third parties in connection with any investigation of illegal conduct violating this AUP.

**7. Changes to this Policy.** We reserve the right to modify this AUP from time to time. We will post any changes to this AUP on this page and, if the changes are significant, we will provide a more prominent notice, which may include posting notice of such changes on Dyn’s home page or designated status page. Your continued use of the Services constitutes an acknowledgement of the terms of the then current AUP and an agreement to follow and be bound by the same.

## Metacore with Genomic Analysis Tool

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

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

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

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

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

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

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

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

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

## Metaminer Consortium

**1. Definitions.** “**Project**” means the collaboration by the Members with the intention of developing the Project Results; “**Project Results**” means any new, standalone Product entirely developed during and delivered by us as a direct result of the Project, which may include pathway maps.

**2. Project Results.** **(a)** You must maintain a valid license to MetaCore throughout the Project. Project Results will be available through your MetaCore license. **(b)** Members have exclusive rights to those pathway maps included in Project Results (“**Pathway Maps**”) for 12 months from the date Project Results are first delivered to any member. Except to members, we will not distribute Pathway Maps during this exclusivity period. **(c)** Notwithstanding clause 2(b), during the exclusivity period we may (i) use Pathway Maps for demonstration purposes with nonmember or freely for our internal purposes; (ii) disclose names and numerical data as well as static, non-interactive images from

Pathway Maps; and (iii) freely use and distribute the Project Results (other than Pathway Maps). **(d)** The use and distribution of the Project Results are otherwise subject to your MetaCore license and the terms for Information Services.

**3. Project Management. (a) Project Board.** Each member will appoint a scientist to a Project Board to act as the member's representative and to exercise the member's right to vote. The Project Board will provide the overall direction of the Project and grants us, or persons engaged by us, responsibility for day-to-day management of the Project, acting where possible in accordance with the Project Plan. **(b) Voting.** Subject to clause 3(c) below, the Project Board will operate by way of secret majority vote. Each member is entitled to vote once in any decision provided the member is current in its obligations with respect to the Project. **(c) Project Plan.** Within 30 days of the start of the Project, the Project Board will create and adopt a work plan and formal milestones (the "Project Plan") which will be shared with us. The Project Plan can be changed at any time, by at least two-thirds vote of those members entitled to vote.

**4. Term and Termination. (a)** You may terminate membership by providing at least thirty (30) days written notice, which will be effective at the end of the then current year of the Project. You may also withdraw immediately if the members by two-thirds vote agree that the milestones of the Project have not been substantially met. **(b)** We may terminate the Project immediately if, at any time, there are three or fewer active members and will provide you notice of termination as soon as reasonably practicable. We may also terminate your participation immediately if your MetaCore license terminates for any reason.

**5. Ownership. (a)** All work product developed under the Project by us, individually or with others, is our sole and exclusive property and you hereby assign to us all rights you may have in the work product. We may sell, license, sublicense, use, disclose and distribute throughout the world, without compensation to you, work product developed during the Project, notwithstanding any other term of the Agreement. **(b)** We may host, user or modify any information, presentations, articles, data, software, equipment or other materials, and any logos, trademarks, get-up/look and feel or other branding provided to us by you or on your behalf in connection with the performance of the Project.

**6. Support.** During the term of the Project we will provide you support (during our normal business hours and at our discretion) for the Project Results, so long as you are an active member. Upon your request, we may provide you maintenance services (such as editing pathway maps with new data, annotation of research articles and adding new biomarkers) or other support services for the Project Results at an agreed upon fee.

## Publons

**(a) Additional Definitions.** "Publons" means the Clarivate entity identified in the order form. "User" means an individual engaged with our service or via your integration with our service. This can include, but is not limited to, an individual peer reviewing manuscripts ("Reviewer"), an individual editing a manuscript or managing a journal ("Editor"), or an individual creating a manuscript ("Author"). "Activity" means the work a User has performed. This can include, but is not limited to, the peer review of a manuscript ("Review"), the handling of a manuscript as an editor ("Editing"), or the creation of a manuscript ("Authoring"). "User Data" means personal data belonging to the User and provided to us by you in accordance with the agreement and as authorized by the User, including but not limited to personal contact details and any Activity, but does not include data provided to us directly from the User.

**(b)** Where you are an organization, you will ensure that your Users follow the terms and guidelines described in the terms for End Users.

### For End Users of the Publons products:

**General terms.** Each User will (a) ensure that they have the right to add Reviews they submit to Publons, and (b) permit us to carry out related activities like verifying the Review and suggesting reviewer candidates to editors. Publons (i) will endeavor to maintain anonymity where requested, (ii) enable Users to choose whether or not they would like Reviews added to their User's profile; and; (iii) may work with publishers to enforce anonymity for or prevent the publishing of a Review. We sometimes partner with third parties such as publishers to automatically



transfer Users' reviews and personal data to Publons. Publons will do its best to verify Reviews, however it does not make any representation, warranty or commitment about accuracy or reliability of any Review or information within it and are not responsible or liable to the User or any third party for what is said in a Review or elsewhere on the website.

**Policy and guidelines for adding content to Publons.** Each User must follow the Publons policies and guidelines when adding content to Publons. These guidelines are available at <https://publons.com/about/terms/>. Content must (a) be of the research or material concerned and not be aimed at one or more individuals ('ad hominem'), (b) be written by the User and not plagiarized (presenting someone else's work or ideas as your own without full acknowledgment), (c) not include material content from elsewhere unless it is the User's own work (when a link to the original content should be added), (d) aim to provide insight, context and constructive feedback, (e) be evidenced-based and include recommendations for improving the work / future research, (f) avoid overly emotional language (positive or negative) where possible, (g) not include or refer to commercial advertising or promotion, (h) not link to content that is either outside the scope of the subject of the Review [or advocates or promotes a particular political or social agenda] and (i) disclose any conflict of interest of the User in relation to the Review. When signing their Review or comment, each User will ensure they have a completed profile (profile picture, bio and affiliations, and publications) so readers can see the User's credentials and place the Review in context.

**Monitoring of compliance, etc.** Publons may periodically (but Publons does not undertake to) check Reviews for non-compliance with Publons policy and guidelines. In cases of non-compliance Publons will endeavor where practicable (but does not undertake) to contact Users and provide an opportunity for the Review to be amended. Publons reserves the rights (a) not to publish any Review, (b) to amend any Review at any time, and (c) to remove any Review or any other content without notice and where practicable will endeavor to notify the User(s) concerned of removal. Publons encourages instances of non-compliance to be reported by emailing [info@publons.com](mailto:info@publons.com), linking to the relevant Review and outlining the non-compliance concerned. Any Review represents the User's own views, and Publons does not endorse any Review.

**CC BY 4.0 License.** By performing Activities and submitting content, the User grants Publons a licence to use the content which (unless otherwise stated, and subject to any other express restrictions) shall be on the terms of the [Creative Commons Attribution 4.0 International Public License](https://creativecommons.org/licenses/by/4.0/) as amended or replaced from time to time ("CC BY 4.0"). The User will retain copyright, but the license allows Publons to share, copy, distribute, transmit, adapt and make commercial use of the Review throughout the world, in any media, without needing to provide additional permission, or to pay any royalties, provided appropriate attribution is made to the author or source.

#### **For Customers of Reviewer Recognition, Reviewer Connect, and Review Transparency:**

**Use of content.** Publons will: (a) process User Data on your behalf, for the purposes of the subscribed services and for no other purpose, acting as a data "processor" as defined in applicable data protection laws; (b) only post Reviews publicly if the relevant journal has opted to set a review policy that allows public posting of the Review and the Reviewer elects to post the review; (c) gather feedback about the service and (d) for no other purposes except as expressly authorized by the User. In situations where Publons acts as a data processor on your behalf, all communications with the relevant Users are to be approved with you in advance, provided that once a User 'opts in' to the service, we may communicate directly with the User and the frequency, content and method of such communication will be at our sole discretion. Upon termination or expiry of the agreement, you agree that we may contact Users for the sole purpose of obtaining their agreement to retain the User Data on our service. If the User does not agree, or if they do not respond, the User Data will be destroyed 30 days following that contact being made. If the User has 'opted-in' or registered for the service during the term their User Data will be retained by us following termination without further agreement being required. For the avoidance of doubt, if the User 'opts-in' or otherwise registers for the service, either during the term or subsequent to termination, Publons will be controllers of any data obtained independently from the User.

## ResearcherID

**1. Additional Definitions.** “**ResearcherID**” means the unique Researcher ID allocated by us to each individual user. “**ResearcherID Data**” means information and metadata (such as metadata about articles that you have associated with your ResearcherID or about organizations you work or have worked with) that you provide during the registration process or later update, or that you provide or we collect in connection with your use of your Researcher ID (such as when you publish articles and include your ResearcherID as an additional identifier).

“**Researcher Registry**” means the database that we maintain of ResearcherID Data. “**ResearcherID Service**” means the service described at paragraph 2 below that we provide to users who have completed the registration process.

“**ResearcherID Website**” means any URL from which we provide the ResearcherID Service. “**Sponsored Services**” means products or services that we or our affiliates provide (such as Web of Science or ScholarOne) or certain other authorized parties (such as publishers and societies) provide.

**2. The ResearcherID Service.** We (a) will allocate to you a ResearcherID which you can use to associate with yourself and with articles, theses, reports, speeches, [Reviews as defined in relation to Publons] and other materials or content you have written or contributed to; (b) will maintain the Researcher Registry; (c) will publish certain information and data from the Researcher Registry on the ResearcherID Website and in other Sponsored Services; (d) may make interfaces to the Researcher Registry available to Sponsored Services which (i) enable those Sponsored Services to provide to the Researcher Registry Researcher ID Data that you provide or that those Sponsored Services collect about your use of your ResearcherID with those Sponsored Services, (ii) create new tools for use with the Sponsored Services (such as tools which help users more easily identify your articles, which enable you to find collaborators or which allow other people to find you for collaborations) or (iii) enhance existing Sponsored Services (such as by providing more relevant search results to improve end user experience and to enhance performance measurement applications).

**3. Personal Data.** Subject to and in accordance with your preferences as indicated in your account from time to time we may publish or disclose personal data stored in the Researcher Registry on the ResearcherID Website, Sponsored Services or otherwise generally to third parties. For further details of how Clarivate will process your personal data please refer to our privacy notice at <https://clarivate.com/legal/privacy-statement/>.

**4. Our license, etc.** You understand and acknowledge that by using your ResearcherID and the ResearcherID Service you will be providing ResearcherID Data to the Researcher Registry and you grant a royalty-free, perpetual, worldwide, irrevocable license to (a) us, our affiliates and applicable authorized third parties to use the ResearcherID Data in the course of providing or using the ResearcherID Service, Sponsored Services and the ResearcherID Website and (b) us to reformat, extract, adapt or translate any ResearcherID Data.

**5. Your obligations.** You confirm and agree that (a) you are solely responsible for the accuracy and completeness of all information that you publicly post or privately transmit through the ResearcherID Service, any Sponsored Services or the ResearcherID Website; (b) we will not be liable for any errors or omissions in the ResearcherID Data stored in the Researcher Registry; (c) the information you provide during registration and any updating will be accurate and up to date; (d) you will keep your profile accurate and up to date; (e) you will not falsely state your or anyone else’s identity or any information about the positions you have or anyone else has held or your or their work, qualifications, experience or affiliations; and (f) you are over the age of 18, have not at any time been removed or suspended from the Researcher ID Service, do not have more than one ResearcherID account and will not transfer or deal in any way with your ResearcherID.

**6. Third party beneficiaries.** Clarivate’s affiliates and third party sponsors providing Sponsored Services are third party beneficiaries of this agreement relating to Researcher ID and are entitled to enforce the agreement as if an original party to it. There are no other third party beneficiaries.

## ScholarOne

**1. Internal Business Purposes.** Internal business purposes means those publications, meetings and conferences that are listed on the order form.



**2. Usage Information.** You acknowledge that in providing and supporting our products, we will capture certain user data, and you agree that we will be entitled to create and distribute aggregate statistical and database compilations derived from such data, including demographics, site traffic, usage information, viewing and navigation patterns and user characteristics; provided that such aggregate compilations will not identify individual users.

## ScholarOne Web Services API

**1. License.** API refers to the application programming interface connecting your application of the ScholarOne software with any third party software, including your own. You may use the API to access ScholarOne to extract, ingest, maintain, display and use your content.

**2. Limitations.** (i) we must approve the following in advance: (a) all third party software accessible via the API and (b) the enquiries per minute to the API; and (ii) you are solely responsible for licenses, consents, approvals and support required from third parties for all third party software accessible via the API.

**3. Support.** We have no obligation to support or update the API unless otherwise agreed in writing.

## Techstreet

**1. Subscription.** This agreement applies to your subscription access to Techstreet. If you are using or making purchases through the Techstreet Store, please refer to the Techstreet End User License Agreement available at <https://images.techstreet.com/direct/techstreet-terms-of-use.pdf>.

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**4. Communications.** In addition to communications relating directly to the services, we may send periodic email communications to end users regarding new publications, features, or functionalities available in the service as well as other services from Clarivate which we think may be of interest to end users.

**5. Technical Support.** For technical support, visit our help center at [www.techstreet.com](http://www.techstreet.com).

**6. Privacy.** When you access and use the service, we may collect and use personal information belonging to end users. We will only do so in accordance with our privacy policies and applicable laws. Please refer to our Privacy Notice available at <https://www.techstreet.com>.

## Trademark.com

For all Trademark.com Products and Services

**1. License.** If you are an attorney or law firm, internal business purposes includes your use of our products and services for the benefit of your clients.

**2. Charges.** Our transactional charges are published on the Trademark.com website and may change at any time. You are responsible for all charges incurred under your username and password.

**3. Products and Services Categories.** For ease of reference, the Trademark.com products and services are categorized as Information Services.

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**5. Legal Counsel.** If requested and only to the extent permitted by applicable law, we may introduce you to local legal counsel in domestic or overseas jurisdictions as your situation may require. We do not share legal fees or take referral fees for any legal services provided in conjunction with our services.

**(a) No Endorsement.** We do not endorse or guarantee the work product of any counsel and are not liable for the services provided by/in connection with your legal counsel.

**(b) Conflicts.** We are not a law firm and we therefore do not undertake conflict of interest checks related to our customers. Counsel you engage may undertake a conflict of interests check. If there is a conflict you may need to engage other counsel in that jurisdiction.

**(c) Use of Counsel.** By ordering legal opinions, risk assessments, trademark filing, domain recovery services or other services from us which by their nature may require a legal professional (i) you authorize us to liaise with your legal counsel and to share relevant confidential information; (ii) it is your responsibility to maintain your attorney-client privilege, questions arising from legal services should be discussed with your legal counsel and shared with us only upon advice of your legal counsel; (iii) you should discuss with your legal counsel whether attorney-client privilege may or may not extend to communications between us and your legal counsel; (iv) we may be compelled by a legal or regulatory authority to disclose information which may have otherwise been protected by your attorney-client privilege; and (v) services obtained from your legal counsel are governed by the terms controlling your engagement of such legal counsel.

**6. Governing Law and Jurisdiction.** Unless stated otherwise in an Order Form, the governing law / jurisdiction shall be US Law (State of Delaware) / State of Delaware.

## Web of Science & InCites APIs

**1. Applicability.** The following terms apply to your use of Web of Science API-Expanded, Web of Science API-Lite, Web of Science API-Article Match Retrieval or InCites, as applicable.

**2. Access.** You may request access to the API through the Clarivate Developer Portal available at <https://developer.clarivate.com/>, your Sales Representative or Sales Support. You are responsible for requesting access. The data available through the API is limited to the data available through your subscription license and may only be accessed by the same users who are permitted access by your subscription. The API will close upon exceeding the number of queries and records permitted by your subscription. If your subscription license to the data delivered via the API terminates or expires, your rights to the API simultaneously terminate and any data you downloaded must be deleted unless we provide written authorization or mutually agree in writing otherwise.

**3. Service.** API refers to the application programming interface connecting you with the data fields set out below which may be updated by us from time to time. To the extent the licensed data includes data from third parties, you must ensure you have all required approvals for such use. For the duration of your license and for 3 years thereafter, you must maintain adequate records relating to your use of our data and the API, including the number of users, locations, and any associated charges. If reasonably requested, you must provide us with this information.



**4. License.** You may use the API to access the Data Fields in accordance with the applicable License Level, in each case as permitted by your subscription and set forth below, for the following uses:

- (a) to view, use, download and print such data fields for individual academic use;
- (b) to perform specific research or numerical or statistical analyses to produce reports in support of scientific endeavors;
- (c) to extract, maintain and display data in an institutional repository on websites owned, maintained and controlled by you, including your intranet and your own publicly-accessible websites. Such institutional repository may only include data regarding materials authored by your faculty, students or affiliated researchers and, where such institutional repository is publicly-accessible, may only include the Data Fields that may be publicly displayed as set forth below;
- (d) on an infrequent, irregular and ad hoc basis to distribute limited extracts of our data that have no independent commercial value and to share data and reports across academic collaborations, in each case in the ordinary course of your academic research and provided our data may not be further distributed or used for any other purpose, including as a substitute for any service (or a substantial part of it) provided by us, our affiliates or third party providers; and
- (e) to publicly display certain Data Fields, as set out below.

**License Level**

The volume of data that you may pull through the API for each product is set forth below. Your license level for Web of Science API – Expanded defaults to Basic unless stated otherwise on your order form.

	Web of Science API – Expanded				Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites -API
	Basic	Intermediate	Advanced	Premium			
Maximum Number User Tokens	1	2	5	10	1	1	1
Maximum Number of Requests/second	2	2	3	5	2	3,000	2
Maximum Number of Queries/year	75,000	500,000	3,000,000	5,000,000	Unlimited	Unlimited	Unlimited
Maximum Number of Records/year	50,000	250,000	1,000,000	3,000,000	Unlimited	Unlimited	Unlimited

**Data Fields**

Data Fields	Data Fields that may be publicly displayed	Fields available by product			
		Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
UID (Unique Identifier)	X	X	X	X	X
Title	X	X	X	X	

		Fields available by product			
Data Fields	Data Fields that may be publicly displayed	Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
Issue	X	X	X	X	
Pages	X	X	X	X	
DOI	X	X	X	X	
Volume	X	X	X	X	
Times Cited* *For academic purposes only	X	X		X	X
ISSN	X	X	X	X	
ISBN	X	X	X	X	
PubMed ID	X	X		X	
Source	X	X	X		
Source URL		X		X	
Citing Articles (including URLs)		X		X	
Publication Date	X	X	X		
Authors	X	X	X		
Author Keywords	X	X	X		
Document Type	X	X			
Abstract		X			
Book Author	X	X			
Book Group Author	X	X			
Group Author	X	X			
Editor	X	X			
Conference Title	X	X			
Conference Location	X	X			
Conference Date	X	X			
Conference Sponsor	X	X			
Book Series	X	X			
Part Number	X	X			
Supplement	X	X			
Special Issue	X	X			
Meeting Abstract Number		X			
Article Number	X	X			
Cited References		X			

		Fields available by product			
Data Fields	Data Fields that may be publicly displayed	Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
Language	X	X			
Keywords Plus		X			
Reprint Author		X			
Reprint Address		X			
Author Address / Affiliation		X			
ResearcherID Number	X	X			
Funding		X			
Publisher		X			
Subject Category	X	X			
IDS Number		X			
Article Number	X	X			
Book DOI	X	X			
Book Chapter Count		X			
Related Records		X		X	
ORCID ID	X	X			
Org Enhanced		X			
Author Order Number (i.e., sequence order of authors as they appear in the article)	X	X			
DOAJ Open Access Flag (true / false)		X			
Document Type	X				X
Journal Expected Citations					X
Journal Normalized Citation Impact					X
Category Expected Citations					X
Percentile					X
Category Normalized Citation Impact					X
ESI Most Cited Flag					X
ESI Hot Paper Flag					X

		Fields available by product			
Data Fields	Data Fields that may be publicly displayed	Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
International Collaboration (Yes / No)					X
Institutional Collaboration (Yes / No)					X

**5. Approved Third Party Solutions.** You may use the API with the Clarivate-approved third party solutions listed below which may be updated by us from time to time. No other third party commercial solutions are permitted to be used without obtaining our prior written consent.

- Cosmotron
- Interfolio (Data180)
- Deep Web
- EBSCOhost Integrated Search
- Elsevier Pure
- ExLibris MetaLib
- inno360
- ProQuest 360 Search
- ReadCube (formerly Mektosj Papers)
- Suweco
- Symplectic
- Third Street Software Sente
- VIVO

As applicable, each document record in an approved third party solution that contains our data must link back to the applicable record, and any citation count must link back to the cited-by list for the respective document.

**6. Attribution.** For Web of Science data, you must provide us with attribution as described below:

Notices

The following copyright notice must appear at the bottom of every page or table that shows Web of Science content:

© [insert year] Clarivate Analytics

All usage of our data including in reports must include the following notice:

“Certain data included herein are derived from the © [specified product name] (date) of Clarivate Analytics. All rights reserved. You may not copy or re-distribute this material in whole or in part without the prior written consent of Clarivate Analytics.”

How to display links to Web of Science in Third Party Software

When linking to the Web of Science from third party software, the text that should appear on the user interface is dependent on link type (see table below). The text should be hyperlinked, redirecting the user to the appropriate page in Web of Science. The product name must be italicized.

Link type	Text to display
Full Record Link	View record in <i>Web of Science</i>
Citing Articles Link (if not anchored to the Times Cited Count)	View citing articles in <i>Web of Science</i>



### How to display Web of Science Times Cited Count and related Citing Articles Link in Third Party Software

When displaying the Web of Science Times Cited Count or a Citing Articles Link anchored to the Web of Science Times Cited Count, the third party software should identify that the Times Cited Count is from the Web of Science, pre-pending display of the count with the text “Web of Science Times Cited” as set out in the example below. If the third party software provider so chooses, the third party software provider may hyperlink the number presented to redirect the user to the citing articles page in the Web of Science.

Example: *Web of Science* Times Cited: 35

#### **7. Definitions.**

**Query:** A constructed search run against the API intended to return a set of records.

**Record:** Full-record metadata as returned by the API (up to a maximum of 100 items per request based on the actual response not including unique records).

**Request:** A request is a call to any of the operations/endpoints which may or may not be considered a query.

**User Token:** A credential issued by Clarivate Analytics for the purpose of accessing the API.

### **Web of Science: Custom Data Sets**

**1. License.** For internal, non-commercial purposes only, you may (i) use the custom dataset for numerical or statistical analyses of data elements derived from the service; (ii) download the custom dataset for use in your own data analytics and proprietary tools; (iii) index the custom dataset for searching by authorized users and display results of such searches performed; and (iv) create derivative databases consisting of the results of (i) to (iii).

**2. Limitations.** You may not distribute, sublicense or publicize any portion of the custom dataset or derivative databases. If specified on the order form, you may use the custom dataset and the derivative databases only for the designated project.

**3. Ownership.** The custom dataset and all derivative databases are our exclusive property and all rights are reserved.

### **Web of Science: Perpetually Licensed Information**

Within 30 days after termination, you may request delivery of perpetually licensed data in a format determined by us. You may use the perpetually licensed data only in connection with software or systems we have provided or approved in writing. If we provide software to you for the sole purpose of accessing and viewing the perpetually licensed data (i) you may not use that software for any other purpose; and (ii) we make no warranties, representations or undertakings, and accept no liability, in relation to that software.

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