



PRODUCT / SERVICE TERMS

These Product/Service terms apply to certain products and services that you access through our platform(s), website(s) or are otherwise identified in your order form, statement of work or other ordering document (collectively “order form”). If you have ordered or are accessing a product or service that is not listed below, then this document does not apply to your order. “We”, “our” and “Clarivate” means the Clarivate entity that is providing the product(s) or service(s) concerned and, where applicable, its affiliates.

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.

Last updated: November 2020