

## 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.

### 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) “Results” means the code, framework, data sets and other deliverables set forth in the related Project. (c) “Project” means the collaboration by the members of the consortia (“Members”) leading to production of the Results.

**2. Results.** (a) We will release the Results in accordance with the Project timetable set forth in the Project Plan. Upon release, you and your affiliates may use the Results for your and your affiliates’ internal business purposes, including the research and development of pharmaceutical and diagnostic products, for so long as you remain a Member of the consortia. (b) Current Members have exclusive rights to Results through the duration of the consortia. Following termination of the consortia, Clarivate may freely distribute data, the Results or other developments from the consortia. (c) Notwithstanding clause 2(b), during the exclusivity period we may use Results (i) for demonstration purposes with nonmembers 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 Results.

**3. Project Board.** (a) Each Member will appoint a scientist to a project board to act as that 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) Periodically, the project board will create and adopt a work plan and formal milestones (the “Project Plan”) in coordination with Clarivate. The Project Plan can be changed at any time, by at least two-thirds vote of those Members entitled to vote.

**4. Membership.** (a) In order to enroll in the consortia, each Member must pay an enrollment fee, which provides the Member with access to the previously developed Results under the consortia and a perpetual license to certain Computational Biology Algorithm(s) for your and your affiliates’ internal business purposes, including the research and development of pharmaceutical and diagnostic products. (b) After entering the consortia you must pay an annual membership fee to retain access to the Results and to be entitled to vote. If you leave the consortia you may reactivate your membership only upon payment of the unpaid membership fees for the period since you left the consortia in addition to the membership fee for the upcoming year.

**5. Term and termination.** (a) Your membership will automatically renew for consecutive twelve (12) month terms unless you provide at least thirty (30) days’ notice of your intent not to renew (b). If your membership in the consortia terminates, your right to access and use the Results ends and you must delete any Results in your or your affiliates’ possession unless you purchase perpetual rights to Results developed prior to your termination, as set forth in a mutually agreed order form. For any Results where you have purchased perpetual rights, you may retain such Results subject to the terms of the agreement unless such license is revoked by us due to your breach. (c). We may suspend or terminate the Project if we determine in our sole discretion there is insufficient funding to maintain the consortia, in which case active Members may maintain any Results received prior to termination.

**6. Ownership.** All work product (including the Results) developed under the Project by us, individually, with the Members or with third parties, is our sole and exclusive property and you hereby assign to us all rights (present and future) you may have in the work product and waive (and shall procure that your users waive) any moral rights in such work product.