



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.

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.

Last updated: November 2020