Third Party Terms

These additional terms apply to third party providers’ data and/or software and take priority over all other terms of the agreement.

Cortellis Competitive Intelligence

(a) Client agrees that the CUSIP database, when contained in the Cortellis Competitive Intelligence Product, is and shall remain valuable intellectual property owned by or licensed to, CUSIP Service Bureau, Standard & Poor’s (“S&P”) and the American Bankers Association (“ABA”), and that no proprietary rights are being transferred to Client in such materials or in any of the information contained therein. Client agrees that misappropriation or misuse of such materials will cause serious damage to S&P and ABA; consequently, Client agrees that in the event of any misappropriation or misuse, S&P and ABA shall have the right to obtain injunctive relief. Client shall not publish or distribute in any medium the CUSIP database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal internal processing of security transactions. Client further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a file of CUSIP descriptions or numbers for any other third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP master tape, print, electronic and/or CD-ROM services. NEITHER S&P, ABA, NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO CLIENT ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS, NEITHER S&P, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF S&P, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE EXCEED THE FEE PAID BY CLIENT FOR ACCESS TO SUCH MATERIAL IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, S&P AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

(b) Software (if any) that is made available to download from the Cortellis Competitive Intelligence Website (“Clarivate Software”) is the copyrighted work of Clarivate (“Clarivate”) and/or its third party providers. Client’s use of the Clarivate Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Clarivate Software (“Clarivate Software License Agreement”). Client may not install or use any Clarivate Software that is accompanied by or includes a Clarivate Software License Agreement unless Client first agrees to the Clarivate Software License Agreement terms. For any Clarivate Software not accompanied by a Clarivate Software License Agreement, Clarivate hereby grants to Client a license to use the Clarivate Software on the terms of the Clarivate Terms. All Clarivate Software, including without limitation all PL/SQL code, HTML, XML, Active X controls, Javascript, Java code, Java applets or web-browser plug-ins of any kind contained in Cortellis Competitive Intelligence, is owned by Clarivate and/or its third party providers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Clarivate Software is expressly prohibited to the fullest extent permitted by law. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CLARIVATE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, THE CLARIVATE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE CLARIVATE SOFTWARE LICENSE AGREEMENT.

Last Updated: November 2021