Data Access Terms and Conditions

These Data Access Terms and Conditions (“Agreement”) governs Clarivate’s and its Affiliates’ right to access data and information from the Publishers’ online platform/publications in the areas of science, social sciences, and arts and humanities (“Publisher Content”) for the purpose of using such information for its databases. “We” or “Clarivate” means the Clarivate entity(s) as defined below, and “you” or “Publisher” means the content provider as defined below in these terms. Both Clarivate and Publisher hereinafter individually referred to as “Party” and jointly referred to as “Parties”. By permitting Clarivate and its Affiliates to access the Publisher Content, you agree to abide by the terms and conditions of this Agreement.

1. In this Agreement, the following terms shall have the following meanings:
   “Affiliate(s)" means in relation to any party, an entity that is Controlled by, Controlling or under common Control with that Party. With respect to Clarivate, the definition of Affiliate shall be limited to Clarivate Plc and its indirect and direct Controlled affiliates only. “Control” and its derivatives means the power to direct or cause the direction of the management or policies of an affiliate, whether through the ownership of voting securities, by contract, or otherwise.
   “Clarivate” means Camelot Bidco UK Ltd, a company incorporated under the laws of England and Wales with its registered office at 70 St. Mary Axe, London, United Kingdom, EC3A 8BE.
   “Customers” means customers that have licensed or purchased products or services from Clarivate or its Affiliates.
   “Publisher” means the entity/content provider that publishes the Publisher Content and is willing to share such information and to permit Clarivate and its Affiliates to use such information in accordance with this Agreement.

2 Rights and obligations
  2.1 Subject to the terms herein, you hereby grant to Clarivate and its Affiliates a non-exclusive, worldwide license to use, store, manipulate, create derivative work, and maintain the Publisher Content as necessary to exercise the rights granted hereunder and for archival and backup purposes. Publisher understands and agrees that Clarivate and its Affiliates may use the Publisher Content to generate databases and to create summaries of the full-text publications. Publisher further understands and agrees that Clarivate and its Affiliates may use, incorporate and distribute the databases and Clarivate and its Affiliates - drafted summaries in their products and services to its Customers.
  2.2 Clarivate and its Affiliates will not use the Publisher Content for any purpose, except as permitted by Publisher or except as permitted by law. For the avoidance of doubt, Clarivate agrees that it shall not distribute or make available to any Customers more than a de minimis amount of Publisher’s full-text content without Publisher’s prior written approval except as permitted by law.
  2.3 Publisher shall not restrict and/or shall make the Publisher Content available to Clarivate and its Affiliates in full-text XML format via Publisher’s online platform or from its FTP site.

3 Warranties and Indemnification
  3.1 Publisher warrants that the Publisher Content shall not infringe any intellectual property right of third parties and that it has the right to grant all licenses granted under this Agreement. Should any of the Publisher Content become or, in the opinion of Publisher, is likely to become, the subject of an infringement claim, Publisher may, in its discretion, authorize the continued use of, replace, remove or modify the Publisher Content to make it non-infringing. Publisher shall indemnify and hold harmless Clarivate and its Affiliates for any third-party claim arising from any breach of Publisher’s warranty set forth herein.
  3.2 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREUNDER OR BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term and Termination
  4.1 This Agreement shall take effect on the date of the access of the Publisher Content by Clarivate and its Affiliates shall continue until such access is permitted by the Publisher or unless otherwise agreed by the parties.
4.2 Either party shall be entitled to terminate this Agreement upon prior written notice at any time, if the other party is in material breach of any provision of this Agreement, and such breach is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party. Upon termination or expiration of this Agreement or of the Transition Period (if applicable), Clarivate and its Affiliates shall delete all Publisher Content from its servers within sixty (60) days following the termination or expiration date, except any copies retained for archival purposes. In the event of termination or expiration not caused by a material breach by Clarivate, Publisher shall, for a period of nine (9) months following the termination date (“Transition Period”), continue to permit access the Publisher Content and all relevant terms herein shall apply during such Transition Period. Notwithstanding the foregoing, in the event of termination or expiration of the Agreement for any reason Clarivate and its Affiliates will have the right to continue using data and information previously incorporated into its databases, including abstracts and Clarivate its Affiliates-drafted summaries, in their products and services.

4.3 If any of Affiliate of Clarivate, ceases to have Control of an entity formerly in the Clarivate group or the assets in an entity in the Clarivate group are sold, the Publisher agrees that the Publisher Content may continue to be used by the said divested entity for the benefit of the divestment under the terms of this Agreement for a period of up to 60 days or such reasonable period thereafter after such divestment occurred. If applicable, the Publisher agrees not to unreasonably withhold consent to an agreement between the Publisher and the divested entity on substantially similar terms to this Agreement, but the Parties acknowledge that the pricing terms may differ to reflect the commercial position of the divested entity.

5 Confidentiality
Neither party shall disclose this Agreement, the contents of this Agreement, or the confidential and proprietary information exchanged in connection with this Agreement, whether in whole or in part, to third parties, except to its Affiliates, accountants, legal advisers or others required by law. This clause shall not apply to any information that falls into the public domain other than as a result of a breach of this Agreement.

6. Data Protection
In so far as either Party processes any personal data (‘Personal Data) of individuals received in the course of executing this Agreement it shall ensure it will comply with all applicable laws or regulations governing the collection, processing and storing of Personal Data, including the implementation of security controls to keep the Personal Data secure.

7. Miscellaneous
This Agreement shall, in all respects, be interpreted and construed in accordance with and governed by the laws of England and Wales without regard to its principles governing conflicts of law, regardless of the place of its execution or performance and shall be subject to English courts. The Parties hereby agree to comply with all the applicable laws and regulations including anti-corruption and bribery laws. Neither party will have any liability for any loss, cost or damage resulting from any failure by such party to perform any obligation hereunder due to causes beyond such party’s reasonable control, including, without limitation, acts of God, acts of terrorism, acts of government, failure of telecommunications or Internet services, fire or other casualty, provided the affected party makes every effort to resume performance as soon as possible. In the event that the affected party cannot resume performance within 30 days, then the other party may, without penalty or liability, terminate this Agreement upon written notice. This Agreement constitutes the complete understanding of the parties and its Affiliates regarding the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to such subject matter, including any of Publisher’s terms. Each provision of this Agreement shall be considered severable and if, for any reason, any provision hereof is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by any court or agency having valid jurisdiction, such provision shall be given the maximum permissible effect, and such invalidity or illegality shall not impair the operation or affect the remaining provisions of this Agreement; and the latter shall continue to be given full force and effect and bind the parties hereto and such invalid provisions shall be deemed not to be a part of this Agreement. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement. Each person accepting this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to do so.