PRODUCT / SERVICE TERMS

These Product/Service Terms apply to certain Products 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”) and supplement the Clarivate Terms which apply to all of our products. If you have ordered or are accessing a product that is not listed below, then these Product/Service Terms do not apply to your order. “We”, “our” and “Clarivate” means the Clarivate entity identified in the order form; “you” and “your” means the Client entity identified in the order form. Any other terms not defined in these Product/Service terms have the meaning given to them in the Clarivate Terms.

ProQuest Platform & Ebooks

1. Online Research Services. You may use the Product to facilitate online research for your internal research, reference or educational purposes as outlined below provided that doing so does not violate an express provision of this Agreement:

(a) Research and Analysis. You and your Authorized Users are permitted to display and use reasonable portions of information contained in the Product for educational or research purposes, including illustration, explanation, example, comment, criticism, teaching, or analysis.

(b) Digital and Print Copies. You and your Authorized Users may download or create printouts of a reasonable portion of articles or other works represented in the Product (i) for your own internal or personal use as allowed under the doctrines of “fair use” and “fair dealing”; (ii) when required by law for use in legal proceedings or (iii) to furnish such information to a third party for the purpose of, or in anticipation of, regulatory approval or purpose provided that the recipient is advised that the copies are not for redistribution. All downloading, printing and/or electronic storage of materials retrieved through the Product must be retrieved directly from the on-line system for each and every print or digital copy.

(c) Electronic Reserves, Coursepacks, and Intranet Use. Provided that you do not circumvent any features or functionality of the Product, you and your Authorized Users may include durable links to articles or other works contained in the Product in electronic reserves systems, online course packs and/or intranet sites so long as access to such materials are limited to Authorized Users. For clarity, you may not otherwise enable access to use of the Product by or for the benefit of any non-subscribing, unauthorized school, library, organization, or user.

(d) Fair Use/Fair Dealing. You may not publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors. You and your Authorized Users may use the materials contained within the Product consistent with the doctrines of "fair use" or "fair dealing" as defined under the laws of the United States or England, respectively.

2. Academic Institutions. If you are an academic institution, school, or public library the following license rights also apply:

(a) Interlibrary Loan (ILL). You may loan digital or print copies of materials retrieved from the Product to other libraries, provided that (i) loans are not done in a manner or magnitude that would replace the receiving library’s own subscription to the Product or purchase of the underlying work (e.g., newspaper, magazine, book), (ii) you comply with any special terms governing specific content or licensors as described in the Agreement, (iii) with respect to ebooks, copying is limited to small portions of a book, and (iv) you comply with all laws and regulations regarding ILL.

(b) Scholarly Sharing. You and your Authorized Users may provide to a third party colleague minimal, insubstantial amounts of materials retrieved from the Product for personal use or scholarly, educational research use in hard copy or electronically, provided that in no case is any such sharing done in a manner or magnitude as to act as a replacement for the recipient's or recipient educational institution’s own subscription to either the Product or the purchase of the underlying work.

3. Corporate Institutions. Provided that you do not violate an express provision of this Agreement, Authorized Users may share research and reports internally within your organization and with other Authorized Users, subject to the transactional pricing that may be triggered, and provided that Authorized Users do not remove any
copyright or other notices on the content. You and your Authorized Users may not share searches or articles outside of the subscribing institution. In order to share articles outside the subscribing institution, Authorized Users should contact the publisher directly or contact a copyright clearance company for permission to redistribute articles. Once permission is secured, the article must be sourced as coming from Clarivate.

4. Restrictions. Except as expressly permitted in this Addendum, you and your Authorized Users shall not:
   a) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, discover, transform, reverse engineer, benchmark, frame, mirror, translate or transfer Clarivate IP in whole or in part, or as a component of any other product, service or material;
   b) Remove any copyright and other proprietary notices placed upon the Product or any materials retrieved from the Product by Clarivate or its licensors;
   c) Circumvent any use limitation or protection device contained in or placed upon the Product or any materials retrieved from the Product;
   d) Perform penetration tests or use the Product to execute denial of service attacks;
   e) Perform automated searches against Clarivate’s systems (except for non-burdensome federated search services), including automated “bots,” link checkers or other scripts or otherwise scrape data from the Product;
   f) Provide access to, or use of the Product by or for the benefit of, any unauthorized school, library, organization, or user;
   g) Publish, broadcast, sell, use or provide access to the Product or any materials retrieved from the Product in any manner that will infringe the copyright or other proprietary rights of Clarivate or its licensors;
   h) Use the Product to create products (including tools, algorithms or models) or perform services which compete or interfere with those of Clarivate or its licensors;
   i) Text mine, data mine or harvest metadata from the Product, use the Product or underlying data in conjunction with any third-party technology or any artificial intelligence, algorithms or models, or use the Product or underlying data to develop or train any artificial intelligence, algorithms or models.
   j) Communicate or redistribute materials retrieved from the Product;
   k) Download all or parts of the Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of the Product, in any form.
   l) Store any information on the Product that violates applicable law or the rights of any third party.

5. Streaming Video and Audio Products. Audio and Video files are delivered via streaming service over the Internet. You and your Authorized Users shall not download or otherwise copy the streaming videos or audio contained in the Product. In the case of content that can potentially be publicly performed, you must secure permission from the licensor and/or the copyright holder for any public performance other than reasonable classroom and educational uses.

6. MARC Records. MARC records may be placed in your online public access catalog (OPAC) or shared online catalog (e.g., WorldCat) unless otherwise specified on the Order with respect to a particular Product.

7. Scholar/Researcher Profiles. The data contained within scholar profiles are for use in facilitating research and collaboration amongst colleagues. Neither you nor your Authorized Users may export or otherwise exploit the scholar profiles for mass mailings or similar marketing purposes.

8. Electronic Resource Discovery, Access, and Management. For electronic resource discovery (e.g., Summon, 360 Link), access and/or management services, you reserve all right, title and interest in all specific data you contribute to the Product (which may include but is not limited to your created metadata, bibliographic information, holdings and circulation data) and you grant Clarivate permission to use such data in raw form for the limited purpose of operating and improving the Product and such information may only be provided to third parties in aggregate form. Raw usage data containing information relating to the identity of specific users shall not be provided to any third party without your permission. Provided that such access, use, and/or sharing does not violate an express provision of the Agreement, you and your Authorized Users are permitted to: (a) access the Product and information derived from the Product in order to discover, manage and provide access to library resources you own or license, (b) create, store and retain any reports and lists delivered by the Product, (c) share data about your own library holdings that are retrieved from such Product with third party applications, so long as prior written
notice is provided to Clarivate and all pricing information is kept confidential to the fullest extent permitted by applicable law; and (d) display metadata, bibliographic and holdings information in the library catalog available on your library website.

9. Library Catalog Enrichment Service. For library catalog enrichment Products (e.g., Syndetics), you may use the enrichment elements for the sole purpose of augmenting your own library OPAC or website. You may not convert Product metadata records into MARC format, nor distribute or display the enrichment elements in any third party applications, catalogs or websites.

10. Analytics. Some Products contain library collection analysis capabilities related to library holdings, or functionality that allows Authorized Users to create reports, lists, or alerts. You and your Authorized Users may create, download, store and retain any such analytics or lists delivered by the Product. Clarivate may use library holdings and other information in the Product for comparison and metrics purposes and in order to better understand its customers’ needs.

11. Perpetual Archive License. Where you have perpetually licensed content from us through a Perpetual Archive License (PAL), as set out in your Order, your PAL content may only be revoked if you materially breach your Agreement, or if the licensed materials contain errors or could be subject to an infringement or other adverse claim by a third party. Additionally, your PAL content is maintained in the Clarivate platform subject to an annual Continuing Service Fee (CSF). The CSF will be invoiced in arrears on your contract anniversary date. If you lose the ability to access your PAL content online (e.g., if Clarivate discontinues online access services), or if the PAL content are otherwise eligible for local loading, you may obtain digital copies upon certifying that you will secure and restrict use of the PAL content as contemplated under your Agreement, using systems and technology at least as protective as Clarivate’s. In the case of audio files, any local access must be restricted by DRM and be limited to one (1) simultaneous user (unless you track playbacks and make all royalty payments to copyright holders for mechanical and performance rights). All use of locally-loaded materials continues to be subject to this Agreement. You are responsible for any file transfer costs.

12. Data Mining. You may not text mine, data mine or harvest metadata from the Product. Your ability to extract and compile data from locally-loaded copies of your PAL content is subject to any content-specific restrictions. Where permitted, you may use content solely for your teaching, learning, and research purposes.

13. Supplemental Terms. Some content included in the product has terms of use applicable solely to such content. Content-specific terms are clearly displayed with the associated content or embedded in the systems and technologies incorporated into the product. Where third-party databases or content are subject to supplemental terms, such terms shall be clearly referenced on the order form. Such supplemental terms shall not materially alter use of the product.

14. Authorized Users. “Authorized User” means, as it relates to your principal location and any additional sites on your Order:
(a) For public libraries: library staff, individual residents of your reasonably defined geographic area served, and walk-in patrons while they are on-site; and
(b) For schools and other academic institutions: currently enrolled students, faculty, staff, and visiting scholars, as well as walk-in patrons while they are on-site.
(c) For corporate organization, your employees and independent contractors while performing their work. For clarity, ‘Authorized User’ excludes corporate affiliates, academic bookstores, non-subscribing institutions, and alumni unless expressly included on the Order.

14. Governing Law and Jurisdiction. If you are a United States company, the laws of Delaware (without regard to conflicts of laws) govern all matters arising out of or relating to this Agreement and you consent to the jurisdictional venue in Delaware. If you are a Canadian company, the laws of the Province of Ontario (without regard to conflicts of laws), and the laws of Canada applicable therein, govern all matters arising out of or related to this Agreement and you consent to the jurisdictional venue in Toronto in the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Last updated: December 2022 (Version 3.5)