



Order Form

Order Form Effective Date: Upon Client signature

Clarivate Analytics (US) LLC ("Clarivate")
 1500 Spring Garden Street
 Fourth Floor
 Philadelphia, PA 19130

This Order Form is subject to the agreement and term referenced below, which outline the terms & conditions under which we will provide you the Products / Services described below:

CLIENT DETAILS

Contracting Entity ("CLIENT")	Czech Consortium - Narodni technicka knihovna, acting on its own behalf and on behalf of the Authorized Member institutions identified in Appendix A.	Bill To Contact	Martin Svoboda
Client Address	TECHNICKA 6/2710 160 80 Praha 6, Dejvice CZECH REPUBLIC	Bill To Address	TECHNICKA 6/2710 PRAGUE, 160 80, CZECH REPUBLIC Phone: 420 (2) 3200 2111 Email: martin.svoboda@techlib.cz

PRODUCT(S)/SERVICE(S) DETAILS					
Product(s) / Service(s)	License Level	Type of License	Term	Year 1	Frequency of Payment
INCITES - BENCHMARKING & ANALYTICS	SITE	LIMITED LICENSE	JANUARY 1, 2019 – DECEMBER 31, 2019	\$329,567.00	Annual (Net 120 days, see payment plan below)

**PAYMENT Plan		
Payment Due (100%)	April 30, 2019	\$329,567.00 USD



AGREEMENT

Governing Terms & Conditions Please refer to **Clarivate Terms** attached below:

Governing Law and Jurisdiction	Czech Republic	Renewal Term	12 months
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Product / Service Terms Refer to the below **Product/ServiceTerms** for the products below:

- Incites

ADDITIONAL TERMS

AUTHORIZED INSTITUTIONS

List of Authorized Member Institutions attached as Appendix A and attached hereto and made a part hereof.

LICENSE LEVELS AND END USER LICENSE DEFINITION

Site: Any of your Employee/Members located at the specified locations may access the service with the login details.

Employee/Member: In relation to a commercial or government entity, an employee of that entity; or in relation to an academic institution, (i) an employee, current student, registered readers, faculty member of that institution and (ii) any other persons who are permitted to access the institution's information services on an occasional basis from computer terminals physically located in the institution's library facilities "walk-in User".

Limited License: License rights continue until the end of the term of the service.

DELIVERY METHOD AND HOST

The Delivery method and Host for all Product(s) / Service(s) are Internet and Clarivate respectively unless otherwise specified here. Product Access via Key Access Modes, IP Addresses and Remote Access via Proxy and Shibboleth.

SIGNATURE

This Order Form is effective when signed and returned to us within ninety (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.





**APPENDIX A –
AUTHORIZED MEMBER INSTUTIONS**

Account Number	Product Name	SUB START DATE	SUB END DATE	NET PRICE
CZECH UNIVERSITY OF LIFE SCIENCES (CULS)	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
CZECH TECHNICAL UNIVERSITY IN PRAGUE	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
CZECH ACADEMY OF SCIENCES	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
MASARYK UNIVERSITY	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
PALACKY UNIVERSITY OLOMOUC	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
UNIVERSITY OF SOUTH BOHEMIA IN CESKE BUDEJOVICE	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
MENDEL UNIVERSITY IN BRNO	BENCHMARKING & ANALYTICS	3/1/2019	12/31/2019	XXX
ST ANNES UNIVERSITY HOSPITAL BRNO	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
UNIVERSITY OF HRADEC KRALOVE	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
CHARLES UNIVERSITY	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
VSB TECHNICAL UNIVERSITY OF OSTRAVA	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
UNIVERSITY OF WEST BOHEMIA	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
BRNO UNIVERSITY OF TECHNOLOGY	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
OFFICE OF THE GOVERNMENT OF THE CZECH REPUBLIC	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
TECHNICAL UNIVERSITY LIBEREC	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX
UNIVERSITY OF OSTRAVA	BENCHMARKING & ANALYTICS	1/1/2019	12/31/2019	XXX



TERMS

These Terms govern your use of the Clarivate Analytics products and services in your order form. "We", "our" and "Clarivate" means the Clarivate entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the Client and authorized members identified in the order form.

Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to documents which may apply to the products or services you selected. The order form, any applicable referenced documents (such as product terms and operational documents), as updated by us from time to time and these Terms constitute the complete agreement and supersede any prior discussions or representations regarding your order, unless fraudulent. Other terms and conditions you incorporate in any purchase order or otherwise are excluded.

1. OUR PRODUCTS AND SERVICES

(a) Limited License. Together with our licensors, we maintain all ownership, tangible or intangible, of our products, services, and data. You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the agreement and must promptly notify us if you become aware of any unauthorized use of our property. Each of us shall at all times act in accordance with applicable laws, rules, regulations, export controls and economic sanctions that apply to us in connection with the agreement.

(b) Updates. Our products and services change from time to time. If we fundamentally change the products or services you may terminate the affected products and services on written notice no later than 30 days after the change.

(c) Passwords. Your access to certain products and services is password protected. You are responsible for assigning the passwords. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that our property is secure and inaccessible to unauthorized persons.

(d) Unauthorized Technology. You must not run or install any computer software or hardware on our products, services or network; or use any technology to automatically download, text mine or index our data without our prior written consent. Neither of us shall introduce any malicious software.

(e) Usage Information. We may collect non-personally identifiable information related to your use of our products, services and data. We may use this information to test and improve our products and services and to protect and enforce our

rights under the agreement, and may pass this information to our third party providers for the same purposes.

(f) Documentation. You may print or download PDF copies of our documentation for use with our products and services. Copies of our property must always include a copyright or proprietary rights notice.

(g) Terms of Use. All users are subject to the licenses and restrictions set out in the agreement and in the user agreement accessible below.

(h) Third Party Providers. Our products and services may include data, software and services from third parties. Some third party providers require us to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. Refer to the current third party additional terms for our products below.

(i) Supplemental Technology. You may be required to install supplemental technology prior to accessing our products and services. Additional terms may apply to that technology. If you do not agree with those terms you must promptly notify us and must not download and/or use that technology.

(j) Limitations. Unless expressly permitted elsewhere in the agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way whatsoever. Exercising legal rights that cannot be limited by agreement is not precluded.

2. INFORMATION SERVICES

(a) License. In the ordinary course of your business you may view, use, download and print our data for individual use and may on an infrequent, irregular and 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.

(b) Further Distribution. You may also distribute our data: i) amongst authorized users; ii) to government and regulatory authorities investigating you, if specifically requested; and iii) to persons acting on your behalf, to the extent required to advise you, provided they are not competitors of Clarivate.

(c) Attribution. As reasonably required for these purposes, you may quote and excerpt our data in your work, provided you appropriately cite and credit Clarivate Analytics as the source.

3. INSTALLED SOFTWARE (Not applicable, intentionally omitted)

4. CLARIVATE HOSTED SOFTWARE (Not applicable, intentionally omitted)



5. PROFESSIONAL SERVICES (Not applicable, intentionally omitted)

6. API LICENSE

You may use our APIs to enable authorized users to use our products and services in accordance with the agreement in conjunction with your own technology systems provided Clarivate approved accreditations remain visible at all times. Our API keys

must not be: (i) shared in any way; (ii) used for multiple interfaces; or (iii) used to create products or services detrimental to Clarivate, our affiliates or third party providers. You must demonstrate interfaced systems if reasonably requested by us.

7. CHARGES

(a) Payment and Taxes. You must pay our charges and reasonable expenses without deduction within 30 days of the date of invoice, unless otherwise provided on your order form. Payment must be in the currency stated on your order form. We may levy a service charge of 1% per month or the highest lawful interest rate (whichever is lower) for late payment plus our reasonable collection costs, including attorneys' fees. You are responsible for withholding tax and other applicable taxes and duties (including but not limited to value added tax and other similar sales taxes), other than taxes on our income. If such taxes are due, your payment to us is exclusive of such taxes unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days.

(b) Changes. We may change the charges for our products and services with effect from the start of each renewal term by giving you at least 60 days' written notice.

(c) Excess Use. You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater.

(d) M&A. The charges remain payable notwithstanding your mergers, acquisitions or divestitures. We may change the charges if your mergers, acquisitions or divestitures give additional access to our products, services or data.

8. PRIVACY

Each of us will at all times process personally identifiable information (PII) you provide in accordance with applicable law. You confirm that you will only provide PII as permitted by applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to alleged accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access. Each of us will maintain, and will

require any third party data processors to maintain, appropriate physical, technical and organizational measures to protect the PII. You consent to the transfer and processing of PII to the geographical regions necessary for us to fulfill our obligations. PII includes any information relating to an identified living natural person or a living natural person who can be identified directly or indirectly by means reasonably likely to be used by the controller of the information, or any other natural or legal person.

9. CONFIDENTIALITY

Confidential information received from each other (other than information that is or becomes public or known to us on a non-confidential basis) will not be disclosed to anyone else except to the extent required by law or as necessary to perform the agreement for as long as the information remains confidential. Each of us will use industry standard administrative, physical and

technical safeguards to protect the other's confidential information. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification.

10. AUDIT

(a) Audit Right. We or our professional representatives may audit your compliance with the agreement, on at least 10 business days' notice and during normal business hours, provided that we will not audit more than once in 12 months, unless we reasonably believe you are in breach or we are required to by a third party provider.

(b) Costs. If an audit reveals that you have breached the Agreement, you will pay (i) any underpaid charges and (ii) the reasonable costs and expenses of undertaking the audit if you have underpaid the charges by more than 5% or if those costs are imposed on us by a third party provider.

11 WARRANTIES AND DISCLAIMERS

(a) LIMITED WARRANTY. WE WARRANT THAT WE PROVIDE OUR PRODUCTS AND SERVICES USING COMMERCIALY REASONABLE SKILL AND CARE AND THAT OUR SOFTWARE WILL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. WE DO NOT OTHERWISE WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF OUR PRODUCTS OR SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, THESE WARRANTIES ARE THE EXCLUSIVE

WARRANTIES FROM US AND REPLACE ALL OTHER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS, INCLUDING OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS.

(b) SOFTWARE. IF WE CANNOT RECTIFY ANY VALID SOFTWARE WARRANTY CLAIM WITHIN A REASONABLE PERIOD YOU MAY CANCEL YOUR LICENSE OF THE AFFECTED SOFTWARE BY WRITTEN NOTICE TO US. WE



WILL REFUND ALL APPLICABLE CHARGES WITHOUT ANY FURTHER LIABILITY FOR BREACH OF THE SOFTWARE WARRANTY.

(c) PROFESSIONAL SERVICES. WE WILL RECTIFY PROFESSIONAL SERVICES IF YOU GIVE US WRITTEN NOTICE OF A VALID WARRANTY CLAIM WITHIN 30 DAYS OF DELIVERY. IF WE CANNOT RECTIFY ANY VALID WARRANTY CLAIM WITHIN A REASONABLE PERIOD WE WILL REFUND ALL APPLICABLE CHARGES WITHOUT ANY FURTHER LIABILITY FOR BREACH OF WARRANTY AND

WE MAY TERMINATE THE AFFECTED SERVICES BY WRITTEN NOTICE TO YOU.

(d) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY.

(e) LINKED CONTENT. WE DO NOT ACCEPT ANY RESPONSIBILITY FOR THIRD PARTY CONTENT ACCESSIBLE VIA LINKS IN OUR PRODUCTS OR SERVICES.

12 LIABILITY

(a) **Unlimited Liabilities.** Neither of us excludes or limits liability where not permitted to do so under applicable laws and nothing in the agreement shall be interpreted to do so.

(b) **Excluded Losses.** Neither of us will be liable for special, incidental or exemplary damages, indirect or consequential losses, anticipated savings, lost profits, lost business, lost revenue, lost data or lost goodwill.

(c) **Limitation.** The entire liability of each of us (and of any of Clarivate's third party providers) for all claims arising out of or in connection with the agreement, including for negligence, will not exceed the amount of any actual direct damages up to the amounts payable in the prior 12 months for the product or service that is the subject of the claim. This clause does not apply to claims for payment, reimbursement or indemnification.

(d) **Claims Period.** Claims must be brought within 12 months of arising.

(e) **No Liability.** We will not be responsible if our product or service fails to perform because of (i) your or a third party's technology or network; (ii) your actions or inaction (other than proper use of the product or service), such as failing to follow the usage instructions or adhering to the minimum recommended technical requirements; (iii) changes you make to our product or service; (iv) your failure to implement and maintain proper and adequate virus or malware protection and proper and adequate backup and recovery systems; (v) your failure to install updates we have provided to you; or (vi) other causes not attributable to us. If we learn that our product or service failed because of one of these, we reserve the right to charge you for our work in

investigating the failure at our then currently applicable rates. At your request we will assist you in resolving the failure at a fee to be agreed upon.

(f) **Third Party Intellectual Property.** If a third party sues you claiming that our product or service as provided by us infringes their intellectual property right and your use of our product or service has been in accordance with the terms of the agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by us, provided that you (i) promptly notify us in writing of the claim; (ii) supply information we reasonably request; and (iii) allow us to control the defense and settlement. We have no liability for claims to the extent caused by items not provided by us. In relation to liability arising solely from third party providers' data, software or other materials, our liability will be limited to the amount we recover from that third party supplier divided by the number of claims by our customers, including you.

(g) **Your Responsibilities.** You are responsible for any violation of law or regulation, or violation of our or any third party rights related to (i) your material or your instructions to us; (ii) your combination of our products, services or other property with any materials; (iii) your modification of any of our property; (iv) your failure to install updates we have provided to you; or (v) your breach of the agreement. You are also responsible for claims brought by third parties receiving the benefit of our products and services through you. You must reimburse us if we suffer losses in the circumstances set out in this clause.

13. TERM, TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If either of us does not wish to renew, they must provide the other with at least 30 days' written notice before the end of the then current term.

(b) **Suspension.** We may on notice suspend or limit your use of our products, services or other property, or terminate the agreement, (i) if required to do so by a third party provider, court or regulator; (ii) if you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) if there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the agreement; or a violation of third party rights or applicable laws, rules or regulations. Our notice will specify the cause of the suspension or limitation and if the cause of the suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may terminate the agreement. Charges remain

payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may terminate the agreement, in whole or in part, in relation to a product or service which is being discontinued, on 90 days' written notice. Either of us may terminate the agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Unless we terminate for breach or insolvency, pre-paid charges will be refunded on a pro-rated basis.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must return all property of the other or destroy it and, if requested, confirm this in writing. Termination of the agreement will not (i) relieve you of your obligation to pay us any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the agreement that by their nature should continue.

14. FORCE MAJEURE



Each of us performs the agreement subject to interruption and delay due to causes that cannot be reasonably controlled by us, such as acts of God, acts of any government, war or other

hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

15. THIRD PARTY RIGHTS

Our affiliates and third party providers benefit from our rights and remedies under the agreement. No other third parties have any rights or remedies under the agreement.

16. GENERAL

(a) Assignment. You may not assign or transfer the agreement to anyone else without our prior written consent. We will provide you with written notice if we assign or transfer the agreement as part of our business reorganization, which we may do provided the products or services will not be adversely affected.

(b) Feedback. Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property.

(c) Amendment. We may amend this agreement from time to time by giving you at least 30 days' written notice. If we make material changes that adversely affect you, you may request good faith negotiations regarding the amendments. If the amended Terms are not agreed before their effective date, you may terminate the agreement by providing written notice within 5 business days.

(d) Enforceability. The agreement will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the agreement.

(e) Non-Solicitation. Clarivate is an independent contractor. You must not directly or indirectly employ or engage or solicit for employment or engagement any personnel of Clarivate during the term and for 12 months thereafter. Employment resulting from a general public advertisement or search engagement not specifically targeted at the relevant personnel is not precluded.

(e) Headings and Summaries. Headings and summaries shall not affect the interpretation of these Terms.

(f) Waiver. Neither of us waives our rights or remedies by delay or inaction.

(g) Equitable Remedies. Each of us may seek immediate relief to restrain breaches of the agreement.

(h) Governing Law. The governing law and jurisdiction of the agreement are specified in the order form.

(i) Precedence. In the event of any conflict within the agreement, the descending order of precedence is: clause 1; the order form; the referenced documents; the remaining provisions of these Terms.



PRODUCT / SERVICE TERMS

All additional terms that relate to specific products or services are listed in alphabetical order below. Please refer to the Agreement section of your order form to determine which product or service terms apply to you. Your order form will only direct you to this document if there are additional terms which apply to the products and services that you have ordered. If you have ordered a product or service that is not listed below, then this document does not apply to your order.

INCITES

1. License. (a) Profiling and Benchmarking. You may view and use the customized data and datasets for profiling and benchmarking researchers, institutions, journals, countries and regions.

(b) Extracts. You may include 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, in internal documents and systems that are your property, provided that you do not create a searchable database.

(c) Distribution. You may 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, to third

parties as incidental samples for illustrative or demonstration purposes only.

(d) Your Materials. Article metadata and metrics relating to materials authored by your faculty, students or affiliated researchers, and your demographic and financial information, may be (i) downloaded to and maintained within an internal system that can be accessed and viewed only by your faculty, students and affiliated researchers; and (ii) incorporated into internal reports that are your property.

2. Post-Termination Rights. Unless the service is terminated for your breach, you may retain any data that you have downloaded during the term and continue to use that data in accordance with the agreement.



TERMS OF USE

1. OWNERSHIP

(a) Intellectual Property. The Clarivate Analytics product you are accessing (the “**Product**”) contains proprietary technology and copyright material owned by Clarivate Analytics (“**we**”, “**us**”, “**our**” or “Clarivate”) and/or our third party licensors. All use of the Product and our materials accessible in the Product (“**Content**”) is restricted and subject to our prior written consent.

2. YOUR RIGHTS OF USE

(a) Use Rights. If you, the end user (“**you**” or “**your**”), have been issued with a subscription key by us or your Administrator, you will generally be entitled to (i) search, access, download and print reasonable amounts of Content reasonably required for your own work use and for your employer’s internal business purposes; (ii) distribute copies of Content to other individuals who you know are users of the Product within your organization; (iii) include insubstantial portions of Content as incidental samples or for illustrative or demonstration purposes, including in reports prepared for internal business purposes and provided that you include the following acknowledgement: “Source: Clarivate Analytics.”

(b) Reasonable Amount. We determine a “**reasonable amount**” of Content to download by comparing your download

3. RESTRICTIONS ON USE

(a) Limited Access. If you have not been issued with a subscription key by us or your Administrator you should not use the Product or any of Content.

(b) License Agreement. You are not entitled to do anything that would cause a breach of the terms of your License Agreement, such as (i) allowing anyone else to use your username/password; (ii) downloading excessive amounts of Content; (iii) providing Content to anyone else, other than in licensed, source-acknowledged documents or reports created as part of your normal work; (iv) automatically downloading, text mining or indexing Content; (v) using the Product or Content to provide services to anyone outside your organization; or (vi) removing proprietary rights notices in the Product or Content.

4. THIRD PARTY CONTENT

If the Product includes data and software from third parties, you must also comply with any additional terms we are required to pass through to you. Please refer to our third party terms .

5. LOGIN DETAILS

Your username and password are confidential to us and must not be disclosed to any third party (including other employees or contractors working for your employer).

6. UNLAWFUL CONDUCT

(a) Compliance. Use of the Product or other services provided by us or our affiliated companies for any purpose that is unlawful, or in any manner that could exceed your authorized access or otherwise damage, disable, overburden or impair the operation of the Product or other services provided by us or our affiliated companies, or any other person’s use or enjoyment of the Product or those other services, is strictly prohibited. Such prohibited actions include but are not limited to, (i) violating or attempting to violate security measures; (ii) accessing data that is

(b) Trademarks. ‘Clarivate Analytics’ and the Product name are trade or service marks of Clarivate or its affiliated companies. All other product and service names cited are trademarks of their respective owners.

activity against the average annual download rates for all Clarivate clients using the Product.

(c) Insubstantial Portion. We determine an “insubstantial portion” of downloaded Content to mean an amount of Content taken from the Product which (1) would not have significant commercial value of its own; and (2) would not act as a substitute for access to a Clarivate product for someone who does not have access to that product.

(d) License Agreement. If you would like to understand more about all of the rights that you or your employer have to use the Product or any of the Content, you should refer to the license agreement between you or your employer and Clarivate or authorized resellers (your “**License Agreement**”) or you should contact our Global Customer Support Center.

(c) Prohibitions. Except as described in these Terms of Use or as otherwise permitted in your License Agreement, you may not use, copy, adapt, translate, modify, sell, distribute or otherwise create derivative databases, services or works of or based on the Product or the Content.

(d) Decompilation. Unless provided for in the License Agreement, you may only reverse engineer, decompile or disassemble any of the software or technology contained in the Product or the Content to the extent expressly permitted by law, where such rights cannot be modified by agreement.

(e) Storage. Except for Insubstantial Portions or unless you know that your employer has purchased an archive license to store the Content, you may not store Content that you print or download for longer than 3 months.



(b) **Cooperation.** Unlawful conduct may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement

authorities in prosecuting users who are involved in such violations.

7. PRIVACY

By accessing and using the Product you are consenting to our gathering and using your personally identifiable information in

accordance with our privacy policies. Please refer to our Privacy Statement.

8. DISCLAIMER

(a) **NO WARRANTY.** YOUR ACCESS TO AND USE OF THE PRODUCT AND CONTENT IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE AND OUR THIRD PARTY SUPPLIERS MAKE NO WARRANTY, REPRESENTATION OR UNDERTAKING, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, RELIABILITY OR NON-INFRINGEMENT. THE PRODUCT MAY CONTAIN LINKS TO INTERNET SITES OPERATED BY THIRD PARTIES. WHERE SUCH LINKS EXIST THEY ARE PROVIDED FOR YOUR CONVENIENCE ONLY. WE DO NOT CONTROL SUCH INTERNET SITES, AND WE ARE NOT RESPONSIBLE FOR THEIR CONTENTS. OUR INCLUSION OF LINKS TO SUCH INTERNET SITES IN THE PRODUCT DOES NOT IMPLY ANY ENDORSEMENT OF THE MATERIAL ON SUCH INTERNET SITES OR ANY ASSOCIATION WITH THEIR OPERATORS AND WE MAKE NO WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS IN RESPECT OF SUCH INTERNET SITES.

BE RELIED ON OR TREATED AS A SUBSTITUTE FOR SPECIFIC ADVICE RELEVANT TO PARTICULAR CIRCUMSTANCES. NEITHER WE NOR OUR AFFILIATES NOR ANY OF OUR THIRD PARTY SUPPLIERS SHALL BE LIABLE FOR ANY LOSS THAT MAY ARISE FROM ANY RELIANCE BY YOU, YOUR EMPLOYER OR CLIENT, OR ANY OTHER THIRD PARTY, ON THE CONTENT.

(b) **NO ADVICE.** WE ARE AN INFORMATION PROVIDER AND DO NOT PROVIDE LEGAL, FINANCIAL OR OTHER PROFESSIONAL ADVICE. THE CONTENT IS FOR GENERAL INFORMATION PURPOSES ONLY, IS NOT INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, AND SHOULD NOT

(c) **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NEITHER WE NOR ANY OF OUR AFFILIATES OR THIRD PARTY SUPPLIERS WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR (1) ANY CORRUPTION, ALTERATION, DAMAGE, LOSS OR MISTRANSMISSION (AS APPLICABLE) OF YOUR OR ANY THIRD PARTY'S DATA, SOFTWARE, HARDWARE OR SYSTEMS; (2) LOSS OR DAMAGE RESULTING FROM THE INADEQUACY OF SECURITY OF DATA DURING TRANSMISSION VIA PUBLIC ELECTRONIC COMMUNICATIONS NETWORKS OR FACILITIES; OR (3) ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF THE PRODUCT OR CONTENT, HOWEVER SUCH LOSS OR DAMAGE MAY ARISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OR COULD HAVE FORESEEN ANY SUCH LOSS OR DAMAGE.

9. GOVERNING LAW

These Terms of Use are subject to the governing law and jurisdiction of the License Agreement.



PRIVACY STATEMENT

This Privacy Statement relates to the online information collection and use practices of the websites, applications and many products and services operated by the Clarivate Analytics (Clarivate). We recognize that many visitors and users of our websites and applications are concerned about the information they provide to us, and how we treat that information. This Privacy Statement, which may be updated from time to time, has been developed to address those concerns.

Clarivate is a global business with networks, databases, servers, systems, support and help desks located throughout offices around the world. The personal data you share with us will be protected by intra-group arrangements that we have put in place between all our Clarivate entities to ensure specific and adequate safeguards exist with respect to the processing of personal data when it is transferred within the Clarivate group of companies.

HIGHLIGHTS

What types of personal information are collected and how is such information used?

- We may collect personal and non-personal information in various ways, including directly from an individual (for example, subscribing to a product or service, registering an account, or signing up for a newsletter), from our web server logs, and through [cookies](#) or other website tracking tools.
- We may use non-personal and/or personal information to provide a personalized website experience and deliver the most relevant and useful information, resources, and services.
- We may use or share personal and non-personal information for administrative and technical purposes such as development and testing or technical support.
- Under limited circumstances, we may share personal information with third parties.
- Clarivate uses cookies to help us optimize our website visitors' experience and our future interactions with website visitors. For more detail, please view the Cookies and Other Tracking Tools section below, or click here to visit our [Cookie Policy](#).

How is personal information protected?

- We have implemented reasonable and appropriate security measures to help protect personal information from accidental loss and from unauthorized access, use, or disclosure.
- We use intrusion detection and virus protection software.
- Despite these security measures, we cannot guarantee that unauthorized persons will never be able to defeat them.

Who else has access to personal information?

- We rely on some of our affiliates for support of the services we offer, and we share some of our back-office functions with them. Our policies require our affiliates to protect the confidentiality of any personal information they may access.
- We may disclose personal information to affiliated and non-affiliated third parties to help Clarivate with such tasks as marketing, providing technical or other customer support, enforcing the [Terms of Use](#), meeting our contractual obligations with content and technology providers, as needed in connection with the transfer of our business assets, or reporting to law enforcement if we in good faith believe it is required by law.
- Although unlikely, Clarivate or a trusted third party may need to access personal information in connection with a digital forensic investigation of a potential security incident.

How may I correct, amend, or delete my personal information?

- If you do not want your information to be used to contact you about our products and services, please see the Marketing section for instructions.
- If you uploaded, submitted, or otherwise provided personal information in connection with your use of Clarivate and you would like it corrected, revised, or deleted, please see the Marketing section for instructions on how to do so.

FULL PRIVACY STATEMENT:

WHAT INFORMATION DO WE COLLECT AND HOW DO WE USE IT?

We may collect personal and non-personal information in various ways, including directly from an individual (for example, when subscribing to a product or service, registering an account, requesting technical assistance for a product or service, or signing up for a newsletter), from our web server logs, and through cookies or other website tracking tools.

We may use or share personal and non-personal information for administrative and technical purposes such as website testing, development and upgrades, or technical support.

Under limited circumstances, we may share personal information with third parties, as described in this Privacy Statement and the [Clarivate Cookie Policy](#). For example, we may need to share personal information with law enforcement if we believe in good faith that the law requires it.

Please read below for more detail about the ways we collect personal and non-personal information.

Individual-Supplied Information. If you purchase, contact us about or express interest in a Clarivate product or service, we may ask you to provide some personal information, for example, your name, professional contact details and professional credentials, such as address, position, phone number, email address. We may use this information in a contact database for future reference if needed, which may then be used as described in the Marketing section.

If you are requesting help with technical issues, we may also ask you to provide information about your computer, computer system, and/or the issues you are trying to resolve. This information is necessary to help us answer your questions. We



may record your requests and our responses for logging and quality control purposes.

Web Server Logs. When you use Clarivate websites, products or services, our servers may automatically capture and save certain information electronically. These server logs include information about your device's use of Clarivate or visits to Clarivate website(s) ("your device" may include a desktop or laptop computer, mobile device or similar device). Examples of the information collected by our servers include:

- Your device's Internet Protocol (IP) address
- The name of your device's Internet service provider
- The city, state, and country from which your device accessed Clarivate
- The kind of browser or device used to access Clarivate databases or an Clarivate website
- The way your device navigates through an Clarivate database or Clarivate website
- The date and time of usage
- The web page from which your device arrived at our website(s)
- The content you viewed on our website(s) and/or when using Clarivate
- Searches/queries that you conducted via our website(s)

The information collected via web servers helps us to administer our website(s), analyze their usage, improve their content, protect

content from inappropriate uses, and help our websites better operate.

Locally Stored Data from Browsers and Devices. We may collect and store information (including personal information) locally on your device using mechanisms such as browser web storage (including HTML 5) and application data caches.

Cookies and Other Tracking Tools. Cookies and other website tracking tools are small text files sent to your Internet browser from a web server and stored on your computer's hard drive. Since many websites rely on cookies and/or other tracking tools to help tailor an individual's experience, most Internet browsers are initially set up to accept them. If you object to cookies or other types of tracking tools, you can review the settings of your browser for guidance on how to manage or refuse to accept cookies and other tracking mechanisms. If you choose to modify how your computer will accept cookies, please be aware that the functionality of websites or online services may be affected.

"Do Not Track" and Tracking Protection. Some newer Internet browsers have incorporated Do Not Track features, and when turned on, they send a signal to the websites you visit, telling the website that you do not want to be tracked while browsing. Websites differ in how they respond to these Do Not Track signals, as there is not yet a common understanding of how to interpret the Do Not Track signal. Because of this lack of clarity, Clarivate does not respond to the browser Do Not Track signal. Thus, most cookies will continue to be stored on your hard drive until you delete them.

HOW DO WE PROTECT THE PERSONAL INFORMATION WE COLLECT?

We have implemented reasonable and appropriate security measures to help protect your personal information from accidental loss and from unauthorized access, use, or disclosure. Our Clarivate websites are protected with Secure Sockets Layer (SSL) technology. Also, we store website usage information in a data center with restricted access and appropriate monitoring,

and we use a variety of technical security measures to secure your data. In addition, we use intrusion detection and virus protection software. **However, please note that we cannot guarantee that unauthorized persons or technological tools will never be able to defeat our security measures.**

WHO HAS ACCESS TO THE PERSONAL INFORMATION WE COLLECT?

Our policies require our employees, contractors and vendors to protect the confidentiality of any personal information they may access.

We may make personal and Clarivate usage information available to other Clarivate affiliated entities ("affiliates") and unaffiliated third parties in certain situations, for example:

- to third party agents, service providers, and/or contractors who may perform certain functions or services, for example:
 - helping us promote our products and services, as described in the Marketing section;
 - billing, accounts receivable/payable functions; and/or
 - content acquisition and licensing services.

- to enforce our [Terms of Use](#);
- to meet our obligations to content and technology providers;
- as needed in connection with the transfer of our business assets (for example, if we are acquired by another company or if we are liquidated during bankruptcy proceedings);
- although unlikely, a trusted third party may need to access personal information in connection with a digital forensic investigation of a potential security incident;
- as required by law in a matter of public safety or policy, or
- if we believe in good faith that sharing such data is necessary to protect our rights or property.

HOW MAY I CORRECT, AMEND OR DELETE MY PERSONAL INFORMATION?

To remove your personal information from our marketing databases, please contact the [Intellectual Property & Science Marketing Team](#). Personal information related to login and use of our products is maintained separately - if you have questions about this, please contact Customer Support.

If you do not want your information used to contact you about our products and services, please see the Marketing section below for your options.



IS MY INFORMATION USED FOR MARKETING PURPOSES? CAN I UPDATE MY MARKETING PREFERENCES?

Yes, your information may be used for marketing purposes. For example, we may use your information to send you newsletters, other publications, conference invitations, and/or communications about products and services that we believe may be of interest to you. We may also share your information with third party agents, service providers, and/or contractors who help us promote our products and services.

If you do not want to receive such materials, invitations or information about our products or services, you can update your

preferences at any time. Your options include updating your account via our Preference Center (where applicable), unsubscribing from all marketing emails with this form, and/or using the "unsubscribe" mechanism in the emails you receive from us.

If you have any additional questions regarding your subscriptions or use of your information for marketing purposes, please contact the [Intellectual Property & Science Marketing Team](#).

ACKNOWLEDGEMENT OF TRANSFER

Our websites, applications and many of our products are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to us may be transferred to the United States and/or third countries. We have put in place the appropriate measures to ensure that any personal information transferred from the EEA

and other jurisdictions that are subject to data transfer restrictions will be adequately protected for the purposes of those rules. By using our products, websites and applications, or participating in any of our services and/or providing us with your information, you acknowledge that your personal information may be transferred to other destinations.

LINKS

Our websites and applications contain links to third party sites as well as to other sites owned and/or operated by Clarivate. Please be aware that Clarivate is not responsible for the privacy practices of any third party sites. Please also be aware that the privacy policies of other Clarivate sites may differ significantly

from the privacy policy of our websites and applications. Therefore, we encourage our users to read the privacy statement of each and every Web site that collects personally identifiable information. This Privacy Statement applies solely to information collected by our websites and applications.

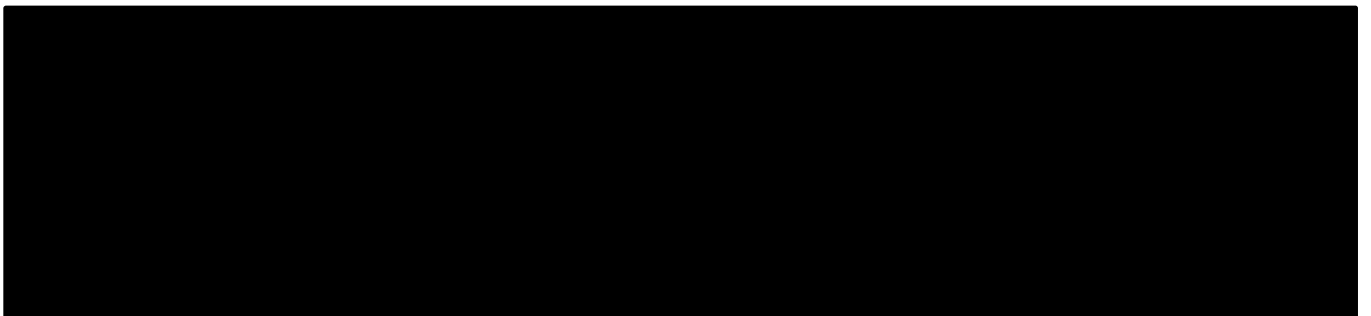
QUESTIONS?

If you have any additional questions or concerns related to this Privacy Statement and/or our practices, please contact our [Intellectual Property & Science Marketing Team](#).

CHANGES

If our information collection and usage practices change, we will post the changes here and notify affected customers.

SIGNATURE





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