



ORDER FORM

Order Form 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")	Narodni technicka knihovna , acting on its own behalf and on behalf of the Authorized Member institutions identified in Appendix A.	Bill To Contact	[REDACTED]
Client Address	TECHNICKA 6/2710 160 80 Praha 6, Dejvice CZECH REPUBLIC	Bill To Address	TECHNICKA 6/2710 PRAGUE, 160 80, CZECH REPUBLIC Phone: [REDACTED] Email: [REDACTED]

PRODUCTS/SERVICES DETAILS

Product(s) / Service(s)	License Level	License Rights	Term	Frequency of Payment	Year 1 Fees**
INCITES - BENCHMARKING & ANALYTICS	Site	Limited License	Jan 1, 2020 - Dec 31, 2020	Annual (net 120 days)	See Total Fees Below
INCITES - MY ORGANIZATION - SUBSCRIPTION	Site	Limited License	Jan 1, 2020 - Dec 31, 2020	Annual (net 120 days)	See Total Fees Below
Total Fee(s) USD					\$ 426,984.00

**PAYMENT Plan		
Payment Due (100%)	Due on or before April 30, 2020	\$ 426,984.00

AGREEMENTS

GOVERNING TERMS & CONDITIONS : Please refer to **Clarivate Terms** attached below:

GOVERNING LAW & JURISDICTION : Czech Republic RENEWAL TERM : Upon Mutual Written Agreement

PRODUCT/SERVICE TERMS : Refer to the below **Product/Service Terms** 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

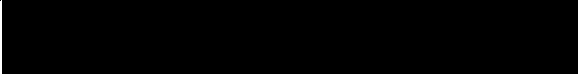
The Delivery method and Host for all Product(s) / Service(s) are Internet and Clarivate respectively unless otherwise specified here. Product Access via Key Access Modes, IP Addresses and Remote Access via Proxy and Shibboleth.

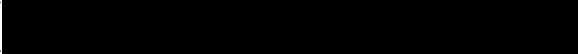
SIGNATURE

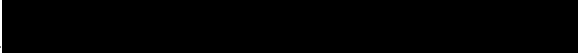
This Order Form is effective when signed and returned to us within ninety (90) days from the Order Form Date. We may, in our sole discretion, accept this Order Form if returned to us after such date. Modifications require our prior approval and void any previous signatures.


<p>Signed on behalf of Clarivate Analytics (US) LLC</p> <p>BANK DETAILS: Checks Payable: Clarivate Analytics (US) LLC PO Box 3772 Carol Stream, IL 60132 Wire Transfer: Bank Name: Citibank N.A. Bank address: 111 Wall Street, New York, NY, 10043 Account Name: Clarivate Analytics (US) LLC ABA/Routing No. 021000089 Account no. 31087751 Swift Code : CITIUS33</p> <p>Credit Card: 1-800-336-4474</p> <p>Company Reg. Number: 23-1569117 MOSS Reg Number: EU826000773</p>	<p>Signed on behalf of Narodni technicka knihovna</p> 
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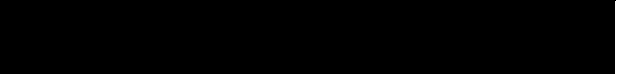
Signature : 

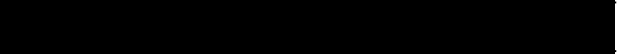
Print Name : 


Title : 

Date : 

Signature : 

Print Name : 

Title : 

Date : 

APPENDIX A

Institution name	Product (InCites Module)	Sub. Start Date	Sub. End Date	Sub. Price 2020
BRNO UNIVERSITY OF TECHNOLOGY	Benchmarking & Analytics	01/01/2020	31/12/2020	
CHARLES UNIVERSITY	Benchmarking & Analytics + MyOrganization	01/01/2020	31/12/2020	
CZECH ACADEMY OF SCIENCES	Benchmarking & Analytics	01/01/2020	31/12/2020	
CZECH TECHNICAL UNIVERSITY IN PRAGUE	Benchmarking & Analytics	01/01/2020	31/12/2020	
CZECH UNIVERSITY OF LIFE SCIENCES (CULS)	Benchmarking & Analytics + MyOrganization	01/01/2020	31/12/2020	
MASARYK UNIVERSITY	Benchmarking & Analytics + MyOrganization	01/01/2020	31/12/2020	
MENDEL UNIVERSITY IN BRNO	Benchmarking & Analytics + MyOrganization	01/01/2020	31/12/2020	
OFFICE OF THE GOVERNMENT OF THE CZECH REPUBLIC	Benchmarking & Analytics	01/01/2020	31/12/2020	
PALACKY UNIVERSITY OLOMOUC	Benchmarking & Analytics	01/01/2020	31/12/2020	
ST ANNES UNIVERSITY HOSPITAL BRNO	Benchmarking & Analytics + MyOrganization	01/01/2020	31/12/2020	
TECHNICAL UNIVERSITY LIBEREC	Benchmarking & Analytics	01/01/2020	31/12/2020	
UNIVERSITY OF ECONOMICS PRAGUE	Benchmarking & Analytics	01/01/2020	31/12/2020	
UNIVERSITY OF HRADEC KRALOVE	Benchmarking & Analytics	01/01/2020	31/12/2020	
UNIVERSITY OF OSTRAVA	Benchmarking & Analytics + MyOrganization	01/01/2020	31/12/2020	
UNIVERSITY OF PARDUBICE	Benchmarking & Analytics	01/01/2020	31/12/2020	
UNIVERSITY OF SOUTH BOHEMIA IN CESKE BUDEJOVICE	Benchmarking & Analytics + MyOrganization	01/01/2020	31/12/2020	
UNIVERSITY OF WEST BOHEMIA	Benchmarking & Analytics	01/01/2020	31/12/2020	
VSB TECHNICAL UNIVERSITY OF OSTRAVA	Benchmarking & Analytics	01/01/2020	31/12/2020	
TOTAL:				\$426,984.00



Clarivate Analytics Terms

These Terms govern your use of the Clarivate Analytics 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”). “We”, “our” and “Clarivate” means the Clarivate entity identified in the order form and, where applicable, its affiliates; “you” and “your” means the Client 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 the product/service terms and operational materials), 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 seek to 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 artificial intelligence, 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 End User Terms, the current version of which is attached as Exhibit A *For the avoidance of doubt, if there is a conflict between the Terms of Use and the Terms, these Terms will govern.*

(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. To see the current third party additional terms for our products and services visit <https://clarivate.com/terms-of-business>. ***For the avoidance of doubt, no third party terms currently apply to the products and services purchased under this order form.***

(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 provide advice to 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

(a) License. You may use our hosted software only for your own internal business purposes. Your order form details your permitted users, locations and other permissions.

(b) Delivery. We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the agreement.

(c) Content. Our hosted software is designed to protect the content you upload. You grant us permission to use, store and process your content in accordance with applicable law. Access and use of your content by us, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We will not disclose your content except to support the hosted software or unless required by law when we will use our reasonable efforts to provide notice to you. We may delete or disable your content if required under applicable laws or regulations when we will use our reasonable efforts to provide notice to you.

(d) Security. We will inform you in accordance with applicable law if we become aware of any unauthorized third party access to your content and will use reasonable efforts to remedy identified security vulnerabilities. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from your last available back up copy.

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 collect, disclose, store or otherwise use personal data in accordance with applicable law. To the extent our products and services give you access to personal data, you agree to only use such personal data for the purpose for which we made it available to you. Each of us is responsible for determining its own legal grounds for processing personal data. 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 personal data. You agree to the transfer and processing of personal data to the geographical regions necessary for us to fulfill our obligations. Personal data includes any information relating to an identified or identifiable living natural person. Rules for personal data processing are further specified in the Data Processing Addendum (Clarivate as Data Processor) attached as EXHIBIT B to this agreement.

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 WITHOUT ANY FURTHER LIABILITY REFUND ALL APPLICABLE CHARGES.

(c) PROFESSIONAL SERVICES. Not applicable, intentionally omitted.

(d) NO ADVICE. WE ARE NOT PROVIDING ANY ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA (INCLUDING PERSONAL DATA AND THE OPINION OF THIRD PARTIES). YOUR INTERPRETATIONS OF OUR DATA AND DELIVERABLES ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. AS SUCH, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS YOU OR ANY OTHER PARTY ACCESSING THE PRODUCTS, SERVICES OR DATA THROUGH YOU, MAKE IN RELIANCE ON SUCH PRODUCTS, SERVICES OR DATA.



(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 (or where the claim arose in the first 12 months of the agreement, the amounts that would have been payable in the first 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.

(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 for terminations in accordance with this agreement.



(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, in whole or in part, 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) Marketing. We may refer to you as a customer and use your trade names, trademarks, service marks, logos, domain names and other brand features in our marketing materials, customer lists, presentations and related materials.

(d) 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.

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

(f) 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.

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

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

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

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

(k) 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.

(l) Notices. Notices for Clarivate must be directed to [REDACTED]. Notices for you will be directed to the Client entity and address identified in the order form. Each of us may update our notice information upon prior written notice to the other.

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.

InCites

1. Benchmarking and Analytics. (a) License. You may view and use the customized data and datasets for analyzing 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 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. My Organization. (a) License. Article metadata and metrics relating to materials authored by your faculty, students or affiliated researchers, 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. **(b) Content Upload.** You may upload content relating to your departmental structure and publication data of your actual or potential faculty members, staff, students, affiliated researchers. Your content may consist of personal data and information about the individuals’ publications and research, and may be extracted from (i) your internal systems and repositories; (ii) our proprietary data sources; or (iii) publicly available data sources. Each of your administrators may also submit content to the extent it pertains to your actual or potential faculty members, staff, students, affiliated researchers. Content uploads must be in accordance with applicable laws and our standard templates, guides, policies, formats and applicable specifications in effect from time to time. **(c) Processing of User Data.** We may process User Data on your behalf, for the purposes of matching content across your subscribed services to create derivative works, metrics and reports, and for no other purpose, acting as a data “processor” as defined in applicable data protection laws. “User Data” means personal data belonging to your faculty members, staff, students, affiliated researchers and provided to us by you or your administrator in accordance with the agreement and applicable laws, including but not limited to personal contact details, but does not include data we have obtained from other sources, including when provided to us directly from the individual. **(d) My Organization API License.** API refers to the application programming interface connecting you with the data within the article metadata and metrics in the My Organization interface. You may use the API: i) edit your researcher and organizational data within My Organization; and ii) to access up to 10 requests per second to refresh the data fields from publications associated with your employees and students, as applicable.

EXHIBIT A - End User Terms

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 must comply with these End User Terms, any additional terms that relate to specific products or services you are using as set out in our Product / Services Terms available at <http://terms.clarivate.com>, your License Agreement (as defined below), if applicable, or our prior written consent.

(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.

2. Your rights of use

(a) Use rights. If you, the end user (“**you**” or “**your**”), have been issued with access or login information by us or your employer, 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 acknowledgment: “Source: Clarivate Analytics.”

(b) Reasonable amount. We determine a “**reasonable amount**” of Content to download by comparing your download 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 are accessing the Product or Content pursuant to a separate agreement between Clarivate and you or your employer (your “**License Agreement**”) the License Agreement will take precedence in the event of a conflict with these End User Terms. 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 ask your employer for a copy of your License Agreement or you should contact our Global Customer Support Center.

3. Restrictions on use

(a) Limited access. If you have not been issued with access or login information by us or your employer you should not use the Product or any of Content.

(b) Restrictions. You are not entitled to (i) disclose your login tokens or any other authentication information in order to access our Products; (ii) download excessive amounts of Content; (iii) provide Content to anyone else, other than in licensed, source-acknowledged documents or reports created as part of your normal work; (iv) automatically download, text mine or index Content; (v) use the Product or Content to provide services to anyone outside your organization; or (vi) remove proprietary rights notices in the Product or Content.

(c) Prohibitions. Except as described in these End User Terms or, if applicable, as otherwise permitted in your License Agreement, you may not use, copy, adapt, translate, modify, sell, reverse engineer, decompile, merge, disassemble, scrape, distribute or otherwise create derivative databases, services or works of or based on the Product or the Content or use the Products or Content for any commercial purpose.

(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.

4. User content



(a) User material. The Product may have features which allow you to comment on, engage in discussions or otherwise upload, submit or post content, information, graphics, videos, images or links to the Product (collectively, "User Material"). User Material is subject to these End User Terms and any additional terms that are referred to herein (including, if applicable, your License Agreement and the Product Terms). You hereby agree not to upload, submit or post any User Material that (a) is abusive, illegal, defamatory, indecent, obscene, offensive or threatening in any way; (b) is unrelated to the Product; (c) violates anyone's copyright, trademark or other proprietary right; (d) interferes with the privacy of another user; (d) contains a virus or any other harmful components; (e) contains false or misleading statements; or (f) gives rise to any liability or violates any applicable local, state, federal or international law or regulation. When uploading, submitting and/or posting User Material, it's your responsibility to ensure that you have all the necessary legal rights to upload, submit or post your User Material. We are under no obligation to separately review any User Material to check that you have the right to carry out such activities. We may remove User Material if it breaches these End User Terms or is otherwise illegal or infringing any third party's rights.

(b) License. We acknowledge that, as between us and you, intellectual property rights in the User Material are owned by you or your licensors. You grant us permission to use, store and process your content in accordance with applicable law and agree that we may collect and use User Material (i) in connection with the Products, (ii) to enforce our rights, and (iii) together with information related to your use of the Products and the Content to test, develop, improve and enhance its and our other products and services as long as such information is not identifiable to you. We may also pass this information to our third party providers for the same purposes. Any comments, suggestions, ideas or recommendations you provide related to any of our products or services are our exclusive property. We may retain the User Material for the same purposes after you have ceased using the Product.

5. 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 available at <https://clarivate.com/terms-of-business>.

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 not intended for your use or logging into a server or account which you are not authorized to access; (iii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempting to interfere with service to any user, host or network; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; and (vi) taking any action in order to obtain services to which you are not entitled. We may de-activate your use of the Product if you breach these End User Terms.

(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

When you access and use the Product, we may collect and use your personal information. We will only do so in accordance with our privacy policies and applicable laws. Please refer to our Privacy Notice available at <https://clarivate.com/legal/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. WE MAKE NO COMMITMENT OR GUARANTEE AS TO THE CONTENT THAT IS MADE AVAILABLE VIA THE PRODUCTS. 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.

(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 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.

(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 DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THESE END USER TERMS 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. Miscellaneous

(a) Governing law. These End User Terms are subject to the governing law and jurisdiction of England and Wales, unless set forth otherwise in your License Agreement.

(b) Assignment. You may not assign or transfer these End User Terms to anyone else without our prior written consent.

(c) Suspension. Except as otherwise restricted by your License Agreement, we reserve the right to change these End User Terms and/or to modify, discontinue, disable or terminate all or any part of the Product, or your access to and/or use thereof, at any time, without prior notice.

(d) Entire Agreement. These End User Terms and any additional terms and conditions referred to above contain the entire understanding between us regarding your use of the Products and supersedes all previous agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter. These End User Terms will always be deemed modified to the minimum extent necessary for it to be enforceable, unless modification fundamentally changes the agreement. Delay or failure to exercise any right or remedy under these End User Terms will not have waived that right or rem



EXHIBIT B (Data Processing Addendum)



Data Processing Addendum (Clarivate as Data Processor)

This Data Processing Addendum (DPA) forms part of the Services Agreement entered into between Clarivate Analytics (Clarivate, we, our) and you (Customer, you, your).

To the extent that we act as a processor under applicable Data Privacy Laws in the course of providing our services to you, this DPA will apply. Each of us agrees to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. Scope of this DPA

- (a) **Authorized Affiliates.** By signing the DPA, you do so on behalf of yourself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates (only if and to the extent we process Personal Data for which such Authorized Affiliates qualify as Controllers). For the purposes of this DPA only, and except where indicated otherwise, the terms "Customer" and "you" will include you and your Authorized Affiliates.

2. Definitions

The following terms as used in this DPA will have the meaning set out below. All capitalized terms not defined in this DPA shall have the meaning assigned to them in the Services Agreement.

- (a) **Authorized Affiliate** means Customer's Affiliate(s) which (i) are subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom; and (ii) are permitted to use the services pursuant to the Services Agreement between us.
- (b) **Affiliate** means in respect of the Customer, an entity that directly or indirectly controls, is controlled by or is under common control with the Customer and in respect of Clarivate, Camelot Holdings (Jersey) Limited and its direct and indirect controlled affiliates from time to time. "Control" and "controlled", for purposes of this definition, means the power to direct or cause the direction of the management or policies of an Affiliate.
- (c) **Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed.
- (d) **Data Protection Laws** means all applicable laws which govern the use of data relating to identified or identifiable natural persons (Data Subjects), including the European Union (EU), the EU General Data Protection Regulation (GDPR), as amended or replaced from time to time, and any other foreign or domestic laws to the extent that they are applicable to a party in the course of its performance of the Services Agreement.
- (e) **Data Subject** means an identified or identifiable natural person to which the Personal Data refers.
- (f) **Personal Data** means any information that is controlled by you and that relates to an identified or identifiable natural person and that is provided by you or on your behalf to Clarivate to process. Personal Data does not include fully anonymized data.
- (g) **Regulator** means any supervisory authority with authority under Data Protection Laws over all or any part of the provision or receipt of the services or the processing of Personal Data.
- (h) **Services Agreement** means any agreement and/or order form between Clarivate and Customer under which the services are provided by Clarivate to Customer.

- (i) **Subprocessor** means any processor engaged by Clarivate to process Personal Data on behalf of Clarivate.
- (j) Terms such as “processing”, “controller”, “processor” and “supervisory authority” shall have the meaning ascribed to them in the Data Protection Laws.

3. Services Agreement

- (a) **Conflict.** In the event of any conflict between the terms of this DPA and the terms of the agreement, the terms of this DPA prevail.

4. Data Protection Laws

- (a) **Roles of the parties.** Each party acknowledges and agrees that Clarivate will process the Personal Data in its capacity of a processor and that the Customer will be the controller of the Personal Data.
- (b) **DPO.** Upon enforcement of the GDPR, each party will provide the contact details of their data protection officer (DPO), to the extent they are each required to designate a DPO by the Data Protection Laws.

5. Obligations of the Customer

- (a) **Instructions.** You warrant that the instructions that you provide to Clarivate pursuant to this DPA comply with Data Protection Laws.
- (b) **Consents.** You agree that the Personal Data will be collected in compliance with applicable Data Protection Laws, including all legally required consents, approvals and authorizations. Upon our request, you will provide adequate proof of having properly obtained all such necessary consents, authorizations and required permissions.
- (c) **Data Subject requests and communications with Regulators.** Provided that we comply with our obligation under section 6(b), you will be responsible for communications and leading any efforts to comply with all requests made by Data Subjects and all communications from Regulators that relate to the Personal Data, in accordance with Data Protection Laws. To the extent such requests or communications require our assistance, you will immediately notify Clarivate of such Data Subject’s or Regulator’s request.

6. Obligations of Clarivate

- (a) **Scope of processing.** We agree to process the Personal Data in accordance with applicable Data Protection Laws and your written instructions and solely for the purposes determined by you as described in Annex 1. We will inform you if we reasonably believe that your instructions infringe applicable Data Privacy Laws, but we will have no responsibility for the accuracy and the quality of the Personal Data or how you collect and use such data. The purpose and duration of the processing, the types of Personal Data and categories of Data Subjects to be processed under this DPA will be detailed in Annex 1.
- (b) **Data Subject and Regulator requests.** We will promptly notify you in writing of any complaints, questions or requests received from Data Subjects or Regulators regarding the Personal Data. Taking into account the nature of the processing and to the extent it is reasonably possible, we will assist you in fulfilling your obligations in relation to Data Subject requests under applicable Data Protection Laws.
- (c) **Data retention.** Upon your request, we will destroy all Personal Data in our possession or return the Personal Data to you at your request and expense. Notwithstanding the foregoing, (i) any return or destruction is subject to law, regulation and compliance policies, and (ii) nothing requires the alteration, modification, deletion or destruction of backup tapes or other backup or archived media made in the ordinary course of business.
- (d) **Disclosure to third parties.** We will restrict access to the Personal Data to our personnel (and the personnel of our Affiliates) and authorized Subprocessors who need access to meet our obligations under the Services Agreement. We will not disclose Personal Data to any other third party without your consent. If requested or required by a competent governmental authority to disclose the Personal Data, to the extent legally permissible

and practicable, we will provide you with sufficient prior written notice in order to permit you the opportunity to oppose any such disclosure.

- (e) **Confidentiality.** We will ensure that our personnel (and the personnel of our Affiliates) are informed of the confidential nature of the Personal Data and have undertaken training on how to handle such data. Clarivate will ensure that personnel authorized to process the Personal Data are subject to binding confidentiality obligations or are under an appropriate statutory obligation of confidentiality.
- (f) **GDPR Articles 32-36.** Upon enforcement of the GDPR, taking into account the nature of the processing and the information available to Clarivate, we will provide reasonable assistance to you in complying with your obligations under GDPR Articles 32-36 (inclusive) (which address obligations with regard to security, breach notifications, data protection impact assessments, and prior consultation).
- (g) **Information Security.** Taking into account the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, we agree to implement and maintain adequate organizational and technical measures to protect the confidentiality, integrity and availability of the Personal Data we process on your behalf, including, at a minimum:
 - **Physical Access Control:** housing databases on servers located in secure, off-site facilities that maintain a biometric security system to track facility access and digital security video surveillance.
 - **System Access Control:** implementing unique logins and passwords for all users with system access, server firewalls, current malware, antivirus and security software.
 - **Data Access Control:** limiting access to those personnel who require such access to perform the Agreement, offering training for personnel on access rights and maintaining policies for the control and retention of back-up copies.
 - **Transmission Control:** encrypting Personal Data transferred between a user's web browser and our software and encrypt backups.
 - **Input Control:** implementing unique logins to monitor activities.
 - **Job Control:** using or disclosing Personal Data solely for the purpose of performing, and only to the extent needed to perform our obligations under the Agreement.
 - **Availability Control:** maintaining encrypted backup hosted in a second separate facility and engaging multiple suppliers for network connectivity and redundant power supplies including on-site power generation in the event of emergency.
 - **Separation Control:** implementing logical data separation determined by role-based permissioning.

7. Audit

- (a) **Record keeping.** We will maintain records of our processing activities as required by applicable Data Protections Laws and we will make available to you all information reasonably necessary to demonstrate our compliance with the obligations set out in this DPA.
- (b) **Process.** Subject to reasonable notice from you, we will, and will procure that our authorized Subprocessors, allow for and contribute to audits, including inspections, conducted by you or another third-party auditor acting on your behalf to enable you to verify that we and our authorized Subprocessors are in compliance with the obligations under this DPA. Audits and inspections will be carried out at mutually agreed times during regular business hours.
- (c) **Confidentiality.** Your inspection rights under this DPA do not extend to our employee payroll, personnel records or any portions of our sites, books, documents, records, or other information that do not relate to the products or services in the Services Agreement, or to the extent they pertain to third parties. The results of the inspection and all information obtained during any such request for information or audit will be considered our confidential information under the Services Agreement. The third-party auditor may only disclose to you

specific violations of this DPA (if any), and the basis for such findings, and will not disclose any of the records or information reviewed during the inspection.

8. Contracting with Subprocessors

You agree to our engagement of third-party Subprocessors in connection with the processing of the Personal Data. We will make the list of applicable Subprocessors available to you. You may object to any new Subprocessor, in which case we will use reasonable efforts to make a change in the services or recommend a commercially reasonable change to avoid processing by such Subprocessor. If we are unable to provide an alternative, you may terminate the affected services and receive a refund of prepaid fees on a pro-rated basis. We will enter into written agreements with each Subprocessor containing sufficient guarantees relating to the implementation of technical and organisational measures in compliance with the GDPR. We will remain liable for acts and omissions of our Subprocessors.

9. Transfers Outside of the European Economic Area (EEA)

You acknowledge that we may, without your prior written consent, transfer the Personal Data outside of the EEA provided such transfer is either (i) to a country or territory which has been formally recognized by the European Commission as affording the Personal Data an adequate level of protection or (ii) the transfer is otherwise safeguarded by mechanisms, such as Standard Contractual Clauses (attached here as Annex 2) and other certification instruments, recognized and approved by the European Commission from time to time.

10. Information obligations and incident management

- (a) **Data Breaches.** We will implement and maintain organizational and technical safeguards (as set out in section 6(g)above) protect and secure the Personal Data against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access (each, a Data Breach) in accordance with all relevant Data Protection Laws.
- (b) **Our responsibilities for a Data Breach.** We will notify you of any Data Breach of which we become aware without undue delay, consistent with measures necessary to determine the scope of the breach and to restore the integrity of our systems. We will use reasonable efforts to investigate the Data Breach and take any actions that are necessary to mitigate damage, as required by law and as appropriate under the circumstances. We will reasonably assist you in fulfilling your obligations to notify Data Subjects and the relevant authorities in relation to a Data Breach.
- (c) **Coordination.** Clarivate will reasonably assist you in fulfilling your obligations to notify Data Subjects and the relevant authorities in relation to a Data Breach, provided that nothing in this section shall prevent either party from complying with its obligations under Data Protection Laws. The parties agree to coordinate in good faith on developing the content of any related public statements.

11. Obligations post-termination

Termination or expiration of this DPA shall not discharge the parties from their obligations meant to survive the termination or expiration of this DPA.

12. Changes in Data Protection Laws

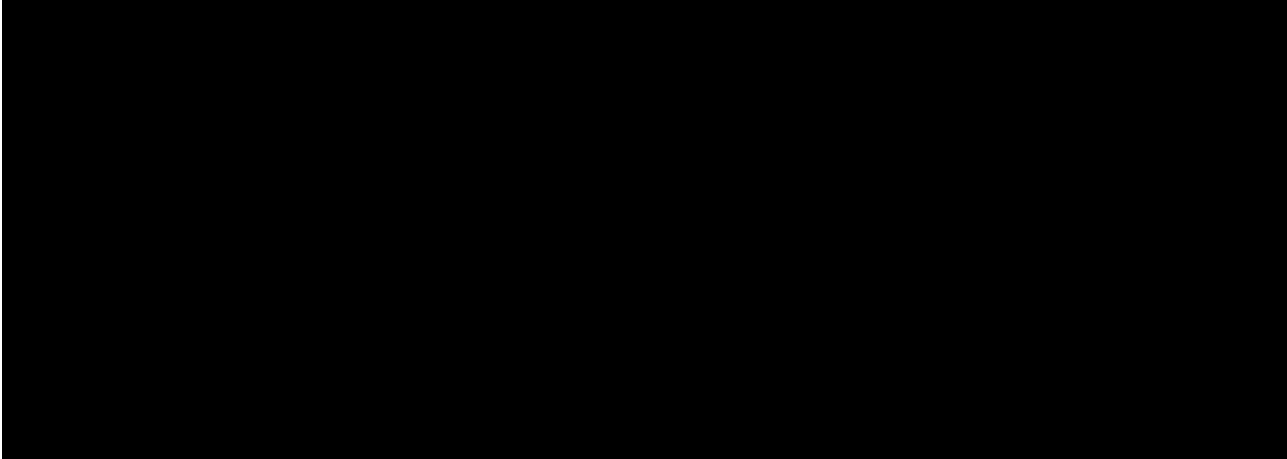
The parties agree to negotiate modifications to this DPA if changes are required to continue to comply with the Data Protection Laws or the legal interpretation of the Data Protection Laws, including (i) to comply with the GDPR once such becomes applicable, (ii) the Standard Contractual Clauses for the transfer of personal data to third countries under Directive 95/46/EC contained in the annex to the European Commission Decision of 27 December 2001 are invalidated, or (iii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.

13. Severability

Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such

provision in any other jurisdiction. The parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall incorporate such substitute provision into this DPA.

The parties' authorized signatories have each duly executed this DPA.



Data Processing Details

1. Data Subjects

Customer will submit Personal Data relating to the following categories of Data Subjects:

Researchers of the Customer organization

2. Categories of data

The Personal Data to be processed by Clarivate includes the following categories of data:

PersonID (unique person ID from Customer internal systems)

First name

Last name

OrganizationID (unique Organization ID from Customer internal systems)

RID, ORCID or other author ID

Email address

Other names

Former institutions

3. Special categories of data

The Personal Data to be processed by Clarivate includes the following special categories of data:

None.

4. Purpose of Processing

Clarivate will process the Personal Data for the following purposes:

Clarivate will process Personal Data for the purpose of providing the My Organization module within the InCites platform as set out in the Services Agreement.

5. Duration of Processing

Unless otherwise agreed in writing with Clarivate, Clarivate will process the Personal Data for the following purposes:

Clarivate will process Personal Data for the duration of the Services Agreement.

Annex 2 to the Data Processing Addendum**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Czech Consortium - Národní Technická Knihovna
Address: TECHNICKA 6/2710, 160 80 Praha 6, Dejvice
CZECH REPUBLIC

And

Name of the data importing organisation: Clarivate Analytics (US) LLC
Address: 1500 Spring Garden Street
Fourth Floor
Philadelphia, PA 19130

(the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;

- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6
Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9
Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the laws of the Czech Republic.

Clause 10
Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11
Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the laws of England and Wales.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12
Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.



On behalf of the data exporter:

Name (written out in full): Ing. Martin Svoboda

Position: Director of National Library of Technology

Address:

Other information necessary in order for the contract to be binding (if any):



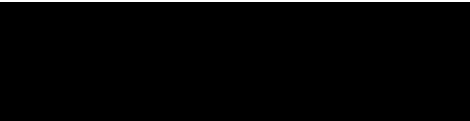
On behalf of the data importer:

Name (written out in full): Clarivate Analytics (US) LLC

Position:

Address: 1500 Spring Garden Street, Fourth Floor, Philadelphia, PA 19130

Other information necessary in order for the contract to be binding (if any):



Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

National Library of Technology as the main institution of CzechELib negotiating access to electronic information resources for member institutions of CzechELib (Authorized Affiliates, also known as Authorized Member institutions or Participating Institutions),

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Clarivate Analytics (US) LLC

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):
Researchers of the Customer.

Categories of data

The personal data transferred concern the following categories of data (please specify):

PersonID (unique person ID from Customer internal systems)
First name
Last name
OrganizationID (unique Organization ID from Customer internal systems)
RID, ORCID or other author ID
Email address
Other names
Former institutions

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):
None

Processing operations

DATA EXPORTER

DATA IMPORTER

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Technical and organizational security measures implemented by the data importer are set out in the Data Processing Addendum and include, at a minimum:

- **Physical Access Control:** housing databases on servers located in secure, off-site facilities that maintain a biometric security system to track facility access and digital security video surveillance.
- **System Access Control:** implementing unique logins and passwords for all users with system access, server firewalls, current malware, antivirus and security software.
- **Data Access Control:** limiting access to those personnel who require such access to perform the Agreement, offering training for personnel on access rights and maintaining policies for the control and retention of back-up copies.
- **Transmission Control:** encrypting Personal Data transferred between a user's web browser and our software and encrypt backups.
- **Input Control:** implementing unique logins to monitor activities.
- **Job Control:** using or disclosing Personal Data solely for the purpose of performing, and only to the extent needed to perform our obligations under the Agreement.
- **Availability Control:** maintaining encrypted backup hosted in a second separate facility and engaging multiple suppliers for network connectivity and redundant power supplies including on-site power generation in the event of emergency.
- **Separation Control:** implementing logical data separation determined by role-based permissioning.