



ORDER FORM

Order Form Date: Upon Client signature

Clarivate Analytics (UK) Ltd ("Clarivate")
Friars House 160 Blackfriars Rd
London SE1 8EZ United Kingdom

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") Národní technická 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
Web of Science - Emerging Sources Citation Index (ESCI) - Backfile (2005 - 2014)	Site	Perpetual License	NA	One Off	\$ 319,000.00
Total Fee(s) USD					\$ 319,000.00

AGREEMENTS

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

GOVERNING LAW & JURISDICTION : Czech Republic

RENEWAL TERM : One Off



ADDITIONAL TERMS

AUTHORIZED INSTITUTIONS

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

*For the authorized sites, we will provide you access to your backfile in 2021 calendar year provided the Order Form has been returned and accepted by us before the end of year.

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".

PERPETUAL: License rights continue in perpetuity unless terminated by us due to your breach or insolvency.

Limited License: For every Authorized Member Institution subscribing ESCI in the then current year the access to ESCI shallow backfile (2015 incl. to then previous year) will be provided without any additional fees.

Clarivate confirms each authorized Institution with active ESCI subscription shall have access back to 2005 according to the terms of the Agreement.

DELIVERY METHOD AND HOST

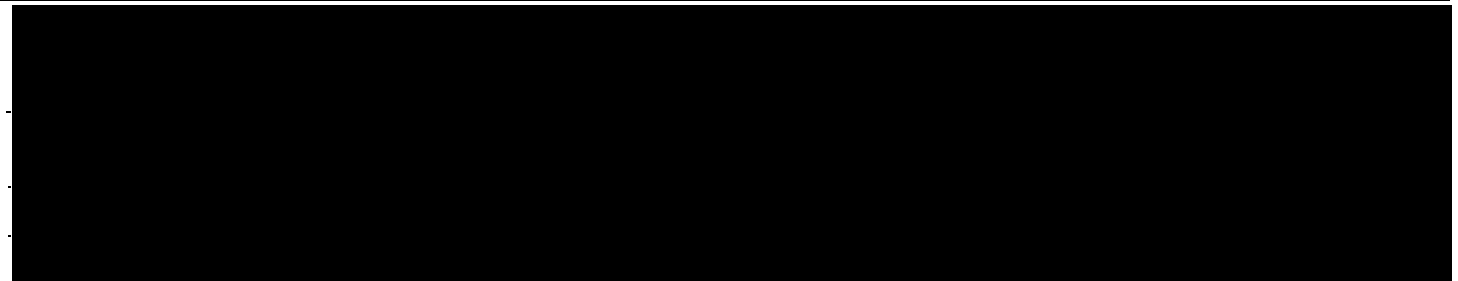
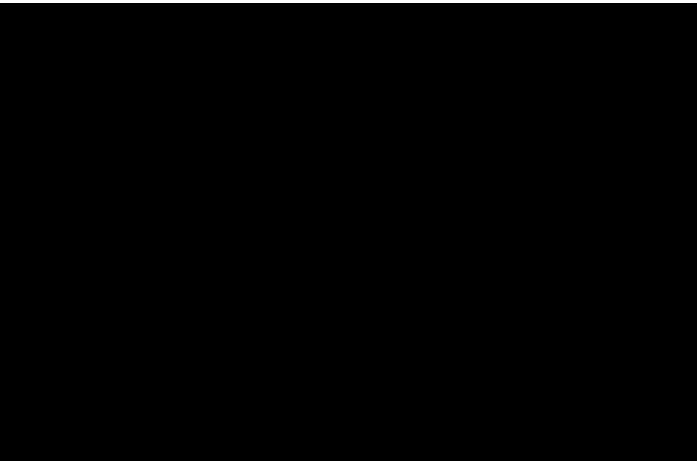
The Delivery method and Host for all Product(s) / Service(s) are Internet and Clarivate respectively unless otherwise specified here. Product Access via Key Access Modes, IP Addresses and Remote Access via Proxy and Shibboleth.

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.

Signed on behalf of Clarivate Analytics (UK) Ltd

Signed on behalf of Narodni technicka knihovna





Invoice Details

Thank you for choosing Clarivate. We'd like to take a moment to confirm the current invoicing details on your order to ensure you receive a correct and timely invoice and access to your services as soon as possible.

Billing Information

What we need you to provide	Current Information	Your response
Full legal company name that will appear on the Invoice	NATIONAL LIBRARY OF TECHNOLOGY	
Address of the entity receiving the invoice (sometimes called bill to address)	PRAGUE 6, 160 80 TECHNICKA 6/2710 Czech Republic	
Person responsible for paying the invoice	Billing Contact	
Email of the person responsible for paying the invoice	[REDACTED]	
Include Tax info of the 'bill to' entity e.g. VAT, GST, PAN number, Sales Tax ID, or other applicable details.	CZ61387142	

Shipping Information

What we need you to provide	Current Information	Your response
Full legal name of the company receiving the product	NATIONAL LIBRARY OF TECHNOLOGY	
Full address of the receiving the product (sometimes called 'ship to' address)	PRAGUE 6, 160 80 TECHNICKA 6/2710 Czech Republic	
Full name of the person receiving the product (sometimes called 'ship to' contact)		
Email address of the person receiving the product	[REDACTED]	
Please provide the VAT/GST/PAN/Sales Tax number of the entity receiving the service/product/ subscription.	CZ61387142	

APPENDIX A

ESCI institutions (all WoS consortium members, all institutions of Czech Academy of Sciences)

Agrotest fyto
AMBIS
Brno University of Technology
CESNET
Crop Research Institute
Czech Academy of Sciences
Czech Geological Survey
Czech Science Foundation
Czech Technical University in Prague
Czech University of Life Sciences Prague
Education and Research Library of Pilsen Region
Forestry and Game Management Research Institute
Charles University
Institute for Clinical and Experimental Medicine
Institute of Agricultural Economics and Information
Institute of Animal Science
Institute of Hematology and Blood Transfusion
Institute of International Relations Prague
Institute of Technology and Business in České Budějovice
Jan Amos Komenský University Prague
Jan Evangelist Purkyně University in Ústí nad Labem
Masaryk Memorial Cancer Institute
Masaryk University
Mendel University in Brno
Moravian Library in Brno
National Institute of Public Health
National Library of Technology
National Library of the Czech Republic
National Medical Library
National Museum
Office of the Government of the Czech Republic
Olomouc Research Library
Palacký University Olomouc
Potato Research Institute Havlíčkův Brod
PRIGO University
Research and Breeding Institute of Pomology Holovousy
Research Centre Řež
Silesian University in Opava
Silva Tarouca Research Institute for Landscape and Ornamental Gardening
St. Anne's University Hospital Brno
T. G. Masaryk Water Research Institute
Technical University of Liberec
Technical University of Ostrava
The Police Academy of the Czech Republic in Prague
Tomas Bata University in Zlín
University Hospital Brno
University Hospital Hradec Králové
University Hospital in Ostrava

University of Defence
University of Economics, Prague
University of Hradec Králové
University of Chemistry and Technology, Prague
University of Ostrava
University of Pardubice
University of South Bohemia in České Budějovice
University of Veterinary Sciences Brno
University of West Bohemia
Veterinary Research Institute



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 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.

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 acknowledgement: “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

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(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

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8. Disclaimer

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9. Miscellaneous

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EXHIBIT B (Data Processing Addendum)

Data Processing Addendum

Each of us acknowledges and agrees that you neither transfer nor provide any personal data to us. Product Access is granted via methods which prevent any identification of the Employee/Member. In case we process any personal data, we are responsible for determining our own legal grounds for processing such personal data. This includes the necessity to ensure lawful transfer and processing of personal data to the geographical regions necessary for us to fulfill our obligations, since you do not have the authority to agree to such transfer or processing.

This does not preclude you from handing over the contact details of the Authorized Institutions' contact persons or other personal data to us where you have a valid legal basis therefor.

If there are any conflicts between this Data Processing Addendum and the rest of this Agreement, the provisions of this Data Processing Addendum shall prevail.