

# ORDER FORM

Order Form Date: November 23, 2022

Clarivate Analytics (UK) Ltd ("Clarivate")

70 St. Mary Axe

London

EC3A 8BE

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 :

Narodni technicka knihovna

acting on its own behalf and on behalf of the Authorized Member institutions identified in Appendix A.

### Client Address :

TECHNICKA 6/2710

PRAGUE 6

160 80

Czech Republic

## BILLING INFORMATION

### Legal name of the Billing entity

NATIONAL LIBRARY OF TECHNOLOGY

### Bill to Address

TECHNICKA 6/2710

PRAGUE 6, 160 80

Czech Republic

### Billing Contact

Billing Contact

## SHIPPING INFORMATION

### Legal name of the Shipping entity

NATIONAL LIBRARY OF  
TECHNOLOGY

### Ship to Address

TECHNICKA 6/2710

PRAGUE 6, 160 80

Czech Republic

### Shipping Contact

PRODUCTS/SERVICES DETAILS						
Product(s) / Service(s)	Quantity	License Level	License Rights	Term	Frequency of Payment	Year 1 Fees
InCites Benchmarking & Analytics	1	Site	Limited License	Jan 1, 2023-Dec 31, 2023	Annual (Net 120)	See Total Fees Below
Web of Science - API - Expanded - Basic	1	Site	Limited License	Jan 1, 2023-Dec 31, 2023	Annual (Net 120)	See Total Fees Below
Web of Science - API - Expanded - Premium	1	Site	Limited License	Jan 1, 2023-Dec 31, 2023	Annual (Net 120)	See Total Fees Below
InCites My Organization	1	Site	Limited License	Jan 1, 2023-Dec 31, 2023	Annual (Net 120)	See Total Fees Below
Web of Science - API - Expanded - Intermediate	1	Site	Limited License	Jan 1, 2023-Dec 31, 2023	Annual (Net 120)	See Total Fees Below
Journals API - Data Integration	1	Site	Limited License	Jan 1, 2023-Dec 31, 2023	Annual (Net 120)	See Total Fees Below
Total Fee(s) USD						\$680,063.00

## AGREEMENTS

### GOVERNING TERMS & CONDITIONS:

Please refer to the Clarivate Terms attached below

### GOVERNING LAW & JURISDICTION: Czech Republic

### RENEWAL TERM: Upon Mutual Written Agreement

### PAYMENT TERMS:

Net 120

### PAYMENT PLAN:

Payment (100%) - Due on or before April 30, 2023

in amount of \$680,063.00

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**PRODUCT/SERVICE TERMS:**

Please refer to the Product / Service Terms attached for the products below.  
Benchmarking and My Organization under the InCites section  
Web of Science & InCites APIs

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**ADDITIONAL TERMS****AUTHORIZED INSTITUTIONS**

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

**EMPLOYEE/MEMBER**

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. (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" .

**LICENSE LEVEL AND END USER LICENSE**

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

**LICENSE RIGHTS**

LIMITED: 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.

**COMPLEMENTARY WEB OF SCIENCE - API**

- a. WoS API Expanded Basic is complementary to all Benchmarking & Analytics subscriptions under this contract.
- b. WoS API Expanded Premium is complementary to CZECH SCIENCE FOUNDATION Benchmarking & Analytics subscription under this contract under, providing the following stipulations:
  - i. WoS API Expanded Premium usage under this contract is limited to the current use case:
    - CZECH SCIENCE FOUNDATION: Czech Science Foundation analyzes the publishing activity which it supports. This is in the context of its programs and in more details than it is possible in InCites itself. It is often needed at the level of programs, projects, groups of scientists and teams, or even in some cases on individuals. Czech Science Foundation has a total of approximately 200,000 results affiliated for its support in the RIV system. Citing articles are also essential for the needs of the Czech Science Foundation. We anticipate that our API claims will be around 1 million records per year.
  - ii. CZECH SCIENCE FOUNDATION shall convert to the REST APIs as soon as it is reasonably possible

This Order Form is effective when signed and returned to us within (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 Narodni technicka knihovna

**BANK DETAILS:**

**Checks Payable:**

**Checks Payable.**  
Clarivate Analytics (UK) Ltd  
PO Box 3772  
Carol Stream, IL 60132

**Wire Transfer:**

Device Type	Percentage
Smartphone	95%
Tablet	90%
Smartwatch	85%
Smart TV	80%
Smart Home Device	75%
Smart Car	65%
Smartwatch	55%
Smart TV	50%
Smart Home Device	45%
Smart Car	40%

Signature :

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Print Name :

Title:

Date: \_\_\_\_\_

Signature :

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Print Name:

Title:

Date:

## 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		
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		
Please provide the VAT/GST/PAN/Sales Tax number of the entity receiving the service/product/ subscription.	CZ61387142	

# APPENDIX A

Institution name	Product	Subscription Price 2023
BRNO UNIVERSITY OF TECHNOLOGY	Benchmarking & Analytics + WOS API Expanded Basic + WoS Journals API	
CHARLES UNIVERSITY	Benchmarking & Analytics + WOS API Expanded Intermediate + WoS Journals API	
LIBRARY OF THE CZECH ACADEMY OF SCIENCES (represents the whole of CZECH ACADEMY OF SCIENCES)	Benchmarking & Analytics + WOS API Expanded Basic	
CZECH SCIENCE FOUNDATION	Benchmarking & Analytics + WOS API Expanded Premium*	
CZECH TECHNICAL UNIVERSITY IN PRAGUE	Benchmarking & Analytics + WOS API Expanded Advanced	
CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic + WoS Journals API	
MASARYK UNIVERSITY	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic + WoS Journals API	
MENDEL UNIVERSITY IN BRNO	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic + WoS Journals API	
OFFICE OF THE GOVERNMENT OF THE CZECH REPUBLIC	Benchmarking & Analytics + WOS API Expanded Basic	
PALACKY UNIVERSITY OLOMOUC	Benchmarking & Analytics + WOS API Expanded Basic + WoS Journals API	
ST. ANNE'S UNIVERSITY HOSPITAL BRNO	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic	
TECHNICAL UNIVERSITY LIBEREC	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic + WoS Journals API	
UNIVERSITY OF ECONOMICS, PRAGUE	Benchmarking & Analytics + WOS API Expanded Basic	
UNIVERSITY OF HRADEC KRÁLOVÉ	Benchmarking & Analytics + WOS API Expanded Basic	
UNIVERSITY OF OSTRAVA	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic + WoS Journals API	
UNIVERSITY OF PARDUBICE	Benchmarking & Analytics + WOS API Expanded Basic + WoS Journals API	
UNIVERSITY OF SOUTH BOHEMIA IN ČESKÉ BUDĚJOVICE	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic	
UNIVERSITY OF VETERINARY SCIENCES BRNO	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic	
TECHNICAL UNIVERSITY OF OSTRAVA	Benchmarking & Analytics + WOS API Expanded Basic + WoS Journals API	
JAN EVANGELISTA PURKYNĚ UNIVERSITY IN ÚSTÍ NAD LABEM	Benchmarking & Analytics + MyOrganization + WOS API Expanded Basic	
UNIVERSITY OF CHEMISTRY AND TECHNOLOGY, PRAGUE	WoS Journals API	
UNIVERSITY OF WEST BOHEMIA	WoS Journals API	
INSTITUTE OF MACROMOLECULAR CHEMISTRY OF THE CAS	MyOrganization (named user access)	
	<b>TOTAL:</b>	

## 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. If the conditions for concluding a personal data processing agreement pursuant to Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (GDPR) are met, Clarivate will conclude such personal data processing agreement with the Client, or with the Authorized Institution (depending on who will be the relevant data controller). MyOrg will only be provided once DPA is signed with the Authorized Institution and with no change in Fees. Clarivate will notify NLT about the completion of the DPA agreements.

## 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.

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(e) to publicly display certain Data Fields, as set out below.

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	Web of Science API – Expanded				Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites -API
	Basic	Intermediate	Advanced	Premium			
Maximum Number User Tokens	1	2	5	10	1	1	1

Maximum Number of Requests/second	2	2	3	5	2	3,000	2
Maximum Number of Queries/year	75,000	500,000	3,000,000	5,000,000	Unlimited	Unlimited	Unlimited
Maximum Number of Records/year	50,000	250,000	1,000,000	3,000,000	Unlimited	Unlimited	Unlimited

#### Data Fields

Data Fields	Data Fields that may be publicly displayed	Fields available by product			
		Web of Science API - Expanded	Web of Science API - Lite	Web of Science API - Article Match Retrieval	InCites - API
UID (Unique Identifier)	X	X	X	X	X
Title	X	X	X	X	
Issue	X	X	X	X	
Pages	X	X	X	X	
DOI	X	X	X	X	
Volume	X	X	X	X	
Times Cited* *For academic purposes only	X	X		X	X
ISSN	X	X	X	X	
ISBN	X	X	X	X	
PubMed ID	X	X		X	
Source	X	X	X		
Source URL		X		X	
Citing Articles (including URLs)		X		X	
Publication Date	X	X	X		
Authors	X	X	X		
Author Keywords	X	X	X		
Document Type	X	X			
Abstract		X			
Book Author	X	X			
Book Group Author	X	X			
Group Author	X	X			
Editor	X	X			
Conference Title	X	X			
Conference Location	X	X			
Conference Date	X	X			
Conference Sponsor	X	X			

Book Series	X	X			
Part Number	X	X			
Supplement	X	X			
Special Issue	X	X			
Meeting Abstract Number		X			
Article Number	X	X			
Cited References		X			
Language	X	X			
Keywords Plus		X			
Reprint Author		X			
Reprint Address		X			
Author Address / Affiliation		X			
ResearcherID Number	X	X			
Funding		X			
Publisher		X			
Subject Category	X	X			
IDS Number		X			
Article Number	X	X			
Book DOI	X	X			
Book Chapter Count		X			
Related Records		X		X	
ORCID ID	X	X			
Org Enhanced		X			
Author Order Number (i.e., sequence order of authors as they appear in the article)	X	X			
DOAJ Open Access Flag (true / false)		X			
Document Type	X				X
Journal Expected Citations					X
Journal Normalized Citation Impact					X
Category Expected Citations					X
Percentile					X
Category Normalized Citation Impact					X

ESI Most Cited Flag					X
ESI Hot Paper Flag					X
International Collaboration (Yes / No)					X
Institutional Collaboration (Yes / No)					X

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- Interfolio (Data180)
- Deep Web
- EBSCOhost Integrated Search
- Elsevier Pure
- ExLibris MetaLib
- inno360
- ProQuest 360 Search
- ReadCube(formerly Mekentosj Papers)
- Suweco
- Symplectic
- Third Street Software Sente
- VIVO



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Link type	Text to display
Full Record Link	View record in <i>Web of Science</i>
Citing Articles Link (if not anchored to the Times Cited Count)	View citing articles in <i>Web of Science</i>

#### How to display Web of Science Times Cited Count and related Citing Articles Link in Third Party Software

When displaying the Web of Science Times Cited Count or a Citing Articles Link anchored to the Web of Science Times Cited Count, the third party software should identify that the Times Cited Count is from the Web of Science, pre-pending display of the count with the text “Web of Science Times Cited” as set out in the example below. If the third party software provider so chooses, the third party software provider may hyperlink the number presented to redirect the user to the citing articles page in the Web of Science.

Example: *Web of Science* Times Cited: 35

## **7. Definitions.**

**Query:** A constructed search run against the API intended to return a set of records.

**Record:** Full-record metadata as returned by the API (up to a maximum of 100 items per request based on the actual response not including unique records).

**Request:** A request is a call to any of the operations/endpoints which may or may not be considered a query.

**User Token:** A credential issued by Clarivate Analytics for the purpose of accessing the API.

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